

General Terms and Conditions for MOBILE ONLINE SERVICES "We Connect, VW Connect ID. Family" of VOLKSWAGEN AG

(Version dated: June 2024)

1 Provider and subject matter of the contract

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 of the "We Connect, VW Connect ID. Family" ("**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 8 of these CONDITIONS) or via email: weconnect-support@volkswagen.de.

1.2 MOBILE ONLINE SERVICES are 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 ("**WE CONNECT ID**", "**Volkswagen**").

1.3 Every USER of legal adult age with full legal capacity ("**USER**") has the right to use MOBILE ONLINE SERVICES as defined in these Terms and Conditions for VOLKSWAGEN AG MOBILE ONLINE SERVICES ("**CONDITIONS**"). A USER can be a PRIMARY USER, SECONDARY USER or GUEST USER, see Section 4.

2 Prerequisites for the provision

2.1 The central access service for the use of digital contents or digital services of VOLKSWAGEN AG is generally the Volkswagen ID ("**VOLKSWAGEN ID**"). The MOBILE ONLINE SERVICES are linked with the VOLKSWAGEN ID, which means that the USER needs a VOLKSWAGEN ID before the VOLKSWAGEN AG MOBILE ONLINE SERVICES can be made accessible to the USER. The VOLKSWAGEN ID is subject to separate conditions that must be agreed to separately by the USER. The USER must log in with the VOLKSWAGEN ID for the MOBILE ONLINE SERVICES.

2.2 MOBILE ONLINE SERVICES can be used via the APP. The APP thereby serves as the user interface for the MOBILE ONLINE SERVICES. VOLKSWAGEN AG makes the APP available to the USER via the Apple® App Store or the Google® Play Store for download free of charge. The APP is subject to separate conditions that must be agreed to separately by the USER.

2.3 The availability of MOBILE ONLINE SERVICES is dependent upon the service capability of the VEHICLE. Further information is provided at MYVOLKSWAGEN and in the service wallet of the VEHICLE.

2.4 MOBILE ONLINE SERVICES require a data connection between the VEHICLE and the VOLKSWAGEN AG data server, which is established via mobile networks ("**DATA CONNECTION**"). The availability and performance (speed) of the DATA CONNECTION depend on a series of factors

that are beyond the control of VOLKSWAGEN AG. This specifically includes (a) a sufficient mobile network reception at the location of the VEHICLE and (b) malfunctions, adverse effects or interruptions of the mobile network reception due to tunnels, garages, underpasses or other interference factors (weather conditions such as thunderstorms, jamming equipment, buildings, bridges or mountains, high capacity utilisation of the mobile network in the respective radio cell, etc.). Depending on the model, model year and equipment, it is possible that the vehicle may only support mobile networks of the second generation (2G, GPRS, EDGE; **2G network**) and/or the third generation (3G, UMTS, HSPA; **3G network**) and/or the fourth generation (4G, LTE, **4G network**). Depending on the telecommunication provider used by VOLKSWAGEN AG and the usage region (country), the 2G and/or 3G and/or 4G networks can be shut down progressively. In usage regions where the telecommunication provider used by VOLKSWAGEN AG shuts down all mobile networks that are supported by the VEHICLE, the MOBILE ONLINE SERVICES will no longer be available. In usage regions where the telecommunication provider used by VOLKSWAGEN AG shuts down the 2G and 3G networks, voice calls (e.g. Emergency Call Service) may no longer be possible. The availability and functionality of other MOBILE ONLINE SERVICES depend on the network configuration and the mobile network generations that are supported by the VEHICLE. However, the network coverage may be less broad than before the shutdown. In usage regions where the telecommunication provider used by VOLKSWAGEN AG shuts down the 2G and 4G networks the MOBILE ONLINE SERVICES will remain available. However, some services (e.g. hotspot, streaming services, online system updates) may offer lower data transmission rates and/or the network coverage may be less broad than it was before the shutdown. In usage regions where the telecommunication provider used by VOLKSWAGEN AG shuts down the 3G and 4G networks, the continued use of the MOBILE ONLINE SERVICES is only possible with a very slow data transmission rate and limited network coverage.

2.5 Depending on the model, model year and equipment of the VEHICLE, the DATA CONNECTION can be established via an installed embedded SIM (eSIM) in the VEHICLE, a USER SIM card that the USER can insert in the slot provided for this purpose in the vehicle, or a SIM card in a USER mobile device (smartphone, tablet) that is connected to the VEHICLE via a Bluetooth or USB interface.

2.6 Depending on the model, model year and equipment of the vehicle and the software version of the MOBILE ONLINE SERVICES installed in the vehicle, the DATA CONNECTION for certain MOBILE ONLINE-SERVICES is established by a telecommunication provider assigned by VOLKSWAGEN AG via the eSIM, free of charge for the USER, and without the USER having to enter a separate contract for this. Otherwise, the USER is responsible for ensuring a sufficient data volume for the use of MOBILE ONLINE SERVICES by entering a contract with a telecommunication provider. Depending on the contract terms and conditions, connection fees, fees for downloading and uploading data or roaming fees may apply when using MOBILE ONLINE SERVICES. Costs of this kind are not within the control and responsibility of VOLKSWAGEN AG and will therefore not be paid by VOLKSWAGEN AG.

3 Scope and changes

3.1 These CONDITIONS exclusively regulate the rights and responsibilities of the USER and of VOLKSWAGEN AG in relation to MOBILE ONLINE SERVICES and service packs ordered by the PRIMARY USER. The MOBILE ONLINE SERVICES and THIRD-PARTY PROVIDER SERVICES that are available to the USER can particularly vary depending on the model, model year and equipment of the VEHICLE, the software version of the MOBILE ONLINE SERVICES installed in the VEHICLE, the country in which the VEHICLE is used and the service packages of MOBILE ONLINE SERVICES that were ordered for the VEHICLE. Service descriptions and more detailed information on MOBILE ONLINE SERVICES is provided in product brochures, the digital service description at MYVOLKSWAGEN and in the FAQs under <https://www.volkswagen.co.uk/en/myvolkswagen/cic.html>.

3.2 Rights and responsibilities that are exclusively transferred to the PRIMARY USER in accordance with these CONDITIONS do not apply to SECONDARY USERS and GUEST USERS. Provisions of these CONDITIONS that refer to the USER apply to PRIMARY USERS, SECONDARY USERS and GUEST USERS, see Section 4.

3.3 These CONDITIONS do not apply to the VOLKSWAGEN ID, the APP, and other digital contents or services that are provided separately by VOLKSWAGEN AG (e.g. In-Car Apps) or by third-party providers under their brand name or designation ("**THIRD-PARTY PROVIDER SERVICES**"). If these digital contents and digital services are made accessible via MOBILE ONLINE SERVICES, these CONDITIONS apply to the provision of access to these digital contents and digital services, but not to the digital contents and digital services themselves. This also applies if an existing contract for MOBILE ONLINE SERVICES is required for the provision of such digital contents and services. Depending on the THIRD-PARTY PROVIDER SERVICE, access can include the following: (a) access for the period of time during which the THIRD-PARTY PROVIDER SERVICES are available to the USER, or (b) one-time access to receive the THIRD-PARTY PROVIDER SERVICES. The THIRD-PARTY PROVIDER SERVICES themselves can be subject to separate general terms and conditions, which the USER may have to accept separately under certain circumstances to be able to access and use these THIRD-PARTY PROVIDER SERVICES via the MOBILE ONLINE SERVICES.

3.4 These CONDITIONS do not apply to the VEHICLE itself and its equipment, even if this equipment includes or contains digital contents or digital services, or if it is required for the service capability of the VEHICLE for the MOBILE ONLINE SERVICES (such as the eSIM or support of a specific mobile network standard). 3.5 VOLKSWAGEN AG may change these CONDITIONS as needed with future effect. Changes to these CONDITIONS will only take effect with the consent of the USER.

4 User roles, S-PIN

4.1 These CONDITIONS apply exclusively to USERS. A USER can be a primary user ("**PRIMARY USER**"), secondary user ("**SECONDARY USER**") or guest user ("**GUEST USER**"). These CONDITIONS do not apply to persons who use a VEHICLE that is connected to the MOBILE ONLINE SERVICES without having logged in to the VEHICLE with their VOLKSWAGEN ID ("**ANONYMOUS GUEST**"). Depending on the model, model year and equipment of the VEHICLE and the installed software version of the MOBILE ONLINE SERVICES in the VEHICLE, the available user roles and the available services and functions for USERS AND ANONYMOUS USERS may vary.

4.2 PRIMARY USER is the person who orders the MOBILE ONLINE SERVICES and connects the VEHICLE to the MOBILE ONLINE SERVICES, see Section 5. The PRIMARY USER has full access to the available scope of the MOBILE ONLINE SERVICES. The PRIMARY USER should be the owner, keeper, or another person who primarily uses the vehicle (e.g. lessee, company car user, etc.).

4.3 SECONDARY USER is a previous GUEST USER (see Section 4.4) who is logged in with the VOLKSWAGEN ID to the VEHICLE that is connected to the MOBILE ONLINE SERVICES and who has accepted the invitation from the PRIMARY USER to become a SECONDARY USER. The SECONDARY USER does not have access to those MOBILE ONLINE SERVICES that are provided exclusively to the PRIMARY USER. The PRIMARY USER can remove the SECONDARY USER via MYVOLKSWAGEN at any time. SECONDARY USERS can also end the SECONDARY USER role themselves. The SECONDARY USER role is intended for persons who use the VEHICLE on a regular basis for an extended period of time (such as family members, life partners or friends of the PRIMARY USER). It is possible to assign multiple SECONDARY USERS to the VEHICLE.

4.4 GUEST USER is the person who is logged in with the VOLKSWAGEN ID to the VEHICLE that is connected to the MOBILE ONLINE SERVICES. The GUEST USER does not have access to MOBILE

ONLINE SERVICES that are provided exclusively to the PRIMARY USER or the SECONDARY USER. Every user of the VEHICLE (including ANONYMOUS GUEST) can delete the GUEST USER in the VEHICLE via the HMI at any time. The PRIMARY USER can remove the GUEST USER via MYVOLKSWAGEN at any time. The GUEST USER role is intended for persons who use the VEHICLE on a regular basis for an extended period of time (such as family members, life partners or friends of the PRIMARY USER), occasionally or only one time. The GUEST USER must accept these CONDITIONS during the initial login to a VEHICLE that is connected to the MOBILE ONLINE SERVICES.

4.5 USERS and ANONYMOUS GUESTS can execute software updates for the MOBILE ONLINE SERVICES and the VEHICLE. This is particularly intended to ensure that anyone who uses the vehicle can execute security updates that may be time-critical, regardless of whether this is the USER or not.

4.6 For reasons of security, certain MOBILE ONLINE SERVICES cannot be used until the identity of the PRIMARY USER has been verified via Volkswagen Ident ("**VOLKSWAGEN IDENT**") and/or by entering a security PIN ("**S-PIN**") defined by the PRIMARY USER. The PRIMARY USER must keep the S-PIN strictly secret. If the S-PIN of the PRIMARY USER has been disclosed, the PRIMARY USER must change the S-PIN immediately.

5 Ordering of and connection to MOBILE ONLINE SERVICES (PRIMARY USER)

Ordering MOBILE ONLINE SERVICES is subject to the following conditions:

5.1 Clicking on the order button by the PRIMARY USER is merely an offer to conclude a contract with VOLKSWAGEN AG as defined in these CONDITIONS ("**CONTRACT**"); this does not constitute a CONTRACT conclusion. Before clicking on the order button, the PRIMARY USER has the option of correcting and changing the data entered in the input mask (e.g. the contact details).

5.2 After that, VOLKSWAGEN AG will send an automated email to the PRIMARY USER to confirm that the order has been received by VOLKSWAGEN AG. For requests of free-of-charge service packages, the order confirmation (see Section 5.3) can also be the automatic email for the order from the PRIMARY USER.

5.3 The CONTRACT is established when the order confirmation from VOLKSWAGEN AG is received in the email account of the PRIMARY USER. The PRIMARY USER also receives the applicable CONDITIONS for the CONTRACT with the order confirmation. VOLKSWAGEN AG does not store the CONTRACT for review by the PRIMARY USER. The current version of these CONDITIONS is available at any time via the various front ends of the MOBILE ONLINE SERVICES. The CONTRACT can be concluded in the official language(s) of the USER's place of residence or his regular abode or, if the PRIMARY USER places orders for the MOBILE ONLINE SERVICES at a shop other than the country-specific shop at his place of residence or regular abode, in the respective national language(s) of the shop.

5.4 The prices that are listed in the ordering process apply. The prices are stated in the respective national currency and including all taxes incurred (in particular, value added tax). Delivery costs do not apply. The payment can be submitted using the payment methods listed in the ordering process.

5.5 VOLKSWAGEN AG does not provide fee-based MOBILE ONLINE SERVICES until after payment has been received. This is again expressly advised before the order with reference to the respective service.

5.6 If the PRIMARY USER is a consumer in accordance with the pertinent provisions of these CONDITIONS in accordance with the laws at the place of residence or regular abode of the PRIMARY USER ("**CONSUMER**"), the PRIMARY USER can withdraw consent to the order within fourteen (14) days after receipt of the order confirmation email from VOLKSWAGEN AG without stating reasons. The date of sending the declaration of withdrawal of consent prior to the expiration of the withdrawal period is sufficient for this. The withdrawal period starts when the PRIMARY USER receives the order confirmation that was transmitted by email (see Section 5.3). The PRIMARY USER receives further information on exercising the right to withdraw consent. Instructions on withdrawal of consent and the sample consent withdrawal form are included in Annex 2 of these CONDITIONS and will be sent additionally to the PRIMARY USER with the order confirmation.

5.7 The provision of the MOBILE ONLINE SERVICES requires that the PRIMARY USER connects the MOBILE ONLINE SERVICES to the VEHICLE by assigning the VEHICLE in the VOLKSWAGEN ID. The connection can be established via the APP. Each VEHICLE can only be assigned to one VOLKSWAGEN ID. If a new VOLKSWAGEN ID is assigned to the VEHICLE, the previous PRIMARY USER will automatically lose their user role as PRIMARY USER of the VEHICLE. The PRIMARY USER can also find further information on connecting MOBILE ONLINE SERVICES to the VEHICLE at MYVOLKSWAGEN.

5.8 After the MOBILE ONLINE SERVICES have been connected to the VEHICLE, the MOBILE ONLINE SERVICES will remain connected to the VEHICLE for the entire (remaining) term of the CONTRACT and cannot be transferred to another VEHICLE. When purchasing the MOBILE ONLINE SERVICES, the PRIMARY USER should therefore consider the expected remaining useful life and holding period of the VEHICLE as well as the question of whether the purchase of the MOBILE ONLINE SERVICES will result in a possible value increase of the VEHICLE if the VEHICLE is disposed of (e.g. because the PRIMARY USER is the owner of the VEHICLE and receives the price for the VEHICLE) or not (because the VEHICLE is a leased vehicle and the crediting of the value increase is excluded in the terms and conditions of the lessor). The termination rights (see Section 13) remain unaffected by this Section 5.8.

6 Cyber security, security and other legal issues

6.1 VOLKSWAGEN AG strongly recommends that the USER utilise all available provisions (e.g. device password, graphic sample recognition, etc.) to protect the end device and the VEHICLE from misuse and unauthorised access by third parties. The USER must never give the access data for the VOLKSWAGEN ID or the S-PIN to third parties or grant access to the MOBILE ONLINE SERVICES, the VEHICLE and/or the VOLKSWAGEN AG servers beyond the cases that are explicitly provided for in these CONDITIONS.

6.2 VOLKSWAGEN AG has the right to take reasonable measures to prevent unauthorised accesses pursuant to Section 6.1 and/or threats due to cyber attacks or other threats to the VEHICLE, traffic and road safety, life, health and the right to informational self-determination (privacy settings), ownership and other legal interests of the USER, owner or holder of the VEHICLE, third parties and /or VOLKSWAGEN AG. Depending on the severity of the threat and/or importance of the threatened legal interests, measures may be required that lead to temporary limitations of accessibility and/or functionality or a complete blocking of the MOBILE ONLINE SERVICES. For clarification: the right regulated in Section 6.2 does not limit the statutory duties of VOLKSWAGEN AG regarding compliance and liability.

6.3 VOLKSWAGEN AG can provide the USER with updates, including security updates, at no additional cost for the execution of the above measures and to restore complete accessibility and functionality of the MOBILE ONLINE SERVICES or the DATA CONNECTION. The restoration of the

(complete) accessibility and functionality of the MOBILE ONLINE SERVICES or the data connection may require the installation of the update or other participation by the USER (such as changing the password for the VOLKSWAGEN ID).

7 Updates (add-ons, error corrections, changes)

VOLKSWAGEN AG can provide the PRIMARY USER with updates for the MOBILE ONLINE SERVICES free of charge, which include the following:

7.1 ADD-ONS The advancing development of Internet based services requires the enhancement of such services and their adaptation to new technical options or changed user behaviour and the new demands and options of the environment/infrastructure. Insofar as this does not affect the subjective or objective compliance requirements of the MOBILE ONLINE SERVICES and the access or usability of the MOBILE ONLINE SERVICES by the PRIMARY USER (which means they are not ERROR CORRECTIONS OR CHANGES), VOLKSWAGEN AG can provide the PRIMARY USER with updates, new software versions and releases that contain technical adaptations or additional services, functions or links, integrate additional service(s) or service module(s) or redesign existing services or design new services as well as change the name and appearance of the MOBILE ONLINE SERVICES. VOLKSWAGEN AG is not obligated to provide ADD-ONS.

7.2 ERROR CORRECTIONS VOLKSWAGEN AG provides the PRIMARY USER with updates (pursuant to Section 11), including security updates with ERROR CORRECTIONS, which ensure compliance of the MOBILE ONLINE SERVICES with the statutory, official and judicial subjective and objective requirements within the period of time during which the MOBILE ONLINE SERVICES are provided to the PRIMARY USER pursuant to these CONDITIONS. VOLKSWAGEN AG notifies the PRIMARY USER of the availability of updates with ERROR CORRECTIONS and the consequences of failure to install them and provides the PRIMARY USER with installation instructions. This Section 7.2 does not limit the legal remedies of the PRIMARY USER in case of a contract violation pursuant to Section 11 in any way.

7.3 CHANGES VOLKSWAGEN AG can provide the PRIMARY USER with updates that contain CHANGES of the MOBILE ONLINE SERVICES, which go beyond the required extent for maintaining the compliance of the MOBILE ONLINE SERVICES. This particularly applies to the (partial) setting of the MOBILE ONLINE SERVICES. VOLKSWAGEN AG can make CHANGES insofar as (a) functions of the MOBILE ONLINE SERVICES or their components are no longer used to an extent that justifies maintaining and further operation of them, (b) (new or changed) statutory, official or judicial requirements require adaptations of the MOBILE ONLINE SERVICES that would not be economical for VOLKSWAGEN AG, (c) changes of the technical conditions in the environment or infrastructure of the MOBILE ONLINE SERVICES arise that are not within the control of VOLKSWAGEN AG and that make maintaining and further operation of the MOBILE ONLINE SERVICE more difficult to an extent that would not be economical for VOLKSWAGEN AG. VOLKSWAGEN AG notifies the PRIMARY USER in case of CHANGES. If a CHANGE does not merely have a minor negative effect on the access of the PRIMARY USER to the MOBILE ONLINE SERVICES or their use, the following applies with regard to this information: VOLKSWAGEN AG notifies the PRIMARY USER at least four (4) weeks in advance via email of the characteristics and time of the CHANGE and provides information on whether the MOBILE ONLINE SERVICES can be retained at no additional cost, even without the CHANGE, or if the PRIMARY USER has the right to terminate the contract pursuant to Section 13.6.

8 Customer Care

In case of difficulties regarding the purchase or activation of the MOBILE ONLINE SERVICES, technical malfunctions or other problems in connection with the use of the MOBILE ONLINE

SERVICES, the USER can contact VOLKSWAGEN AG Customer Care. The contact details of Customer Care are provided in Annex 1 of these CONDITIONS.

9 Usage rights

9.1 The USER is granted a non-exclusive, non-transferable, non-sublicensable right to use the MOBILE ONLINE SERVICES and all contents and information obtained through them during the term of the CONTRACT and subject to these CONDITIONS. The USER is not authorised to grant third parties access to the MOBILE ONLINE SERVICES or contents and information obtained using the MOBILE ONLINE SERVICES. The USER is not authorised to disclose access data of any kind (password of VOLKSWAGEN ID, S-PIN) to third parties. The right of use is territorially restricted: use is not permitted in the United States of America or the People's Republic of China.

9.2 Insofar as the right of use granted pursuant to Section 9.1 relates to software, the right of use shall only extend to the use of the object code. Editing the software or converting the object code to the source code (decompilation) is only permitted to the extent that a decompilation right that is anchored in the applicable law cannot be excluded.

9.3 Insofar as the voice commands of the USER to the Online Voice Control are subject to copyrights or other property rights, the USER grants VOLKSWAGEN AG the simple, free of charge, irrevocable worldwide right to use these commands including their contents insofar as this is necessary for the provision of the requested services of the Online Voice Control.

10 Obligations of the USER

10.1 The USER must ensure that his concrete use of the MOBILE ONLINE SERVICES does not violate these CONDITIONS, applicable legal requirements, in particular road traffic law, the rights of the owner and/or holder of the VEHICLE or other persons.

10.2 If the USER is not the owner and also the holder of the VEHICLE, the USER must make sure prior to the execution of software updates for the MOBILE ONLINE SERVICES or the VEHICLE that the software update does not violate the instructions or interests of the owner or holder of the VEHICLE. The USER can find information on the authorisation to execute software updates in the agreements that apply between the USER and the owner or holder with respect to the VEHICLE (such as from the leasing contract or, in case of a company vehicle, the company vehicle policies of the employer or the employment contract). In case of doubt, the USER must obtain the prior approval from the owner or holder of the VEHICLE for the execution of the software update. If the USER transfers the vehicle to an ANONYMOUS GUEST, the USER must advise the ANONYMOUS GUEST that the ANONYMOUS GUEST may execute software updates only with the corresponding authorisation and, in case of doubt, must obtain prior approval from the owner or holder of the VEHICLE for the execution of software updates.

10.3 Online Voice Control uses artificial intelligence ("**AI**") to recognise voice commands and convert them to text commands and generates the output, for example, with the generative AI ChatPro, which is based on ChatGPT of OpenAI (see <https://openai.com>). The USERS are responsible for their voice commands to Online Voice Control and must ensure that their voice commands do not violate applicable laws or third-party rights (particularly copyrights or data protection rights). The output of the Online Voice Control ("**OUTPUT**") can be wrong, inaccurate, incomplete or insulting. USERS should not rely on the OUTPUT, check the OUTPUT for accuracy and appropriateness for their use and ensure prior to using or distributing the OUTPUT (particularly in social media or otherwise over the Internet) that such use of the OUTPUT does not violate third-party rights (particularly copyrights or data protection rights).

10.4 The USER must inform the ANONYMOUS USERS that the USER provides the VEHICLE to that the VEHICLE is connected to MOBILE ONLINE SERVICES and that the USER could receive access to information on the VEHICLE and thereby (indirectly) to the personal data of the ANONYMOUS GUESTS (use behaviour, location, etc.). The USER must advise the ANONYMOUS GUEST regarding these CONDITIONS and the data protection regulations. They contain a description of the data access and the settings for the protection of privacy as well as the option to disconnect the VEHICLE from the Internet. The data protection regulations are located here: <https://consent.vwgroup.io/consent/v1/texts/weconnect/mt/en/dataprivacy/latest/html>

10.5 The USER remains responsible for the use of MOBILE ONLINE SERVICES by third parties (including ANONYMOUS GUESTS and occupants of the VEHICLE), if the USER grants these third parties access to MOBILE ONLINE SERVICES, particularly in the case of failure to log out after the use of the VEHICLE. When using MOBILE ONLINE SERVICES, the USER must observe all warning messages and information in the respective service description. The USER (as driver or owner /holder of the VEHICLE) remains responsible to the full extent for taking precautions for road safety and maintenance of the VEHICLE. All warnings and error messages provided with the MOBILE ONLINE SERVICES serve as information only. The driver of the VEHICLE is solely responsible for compliance with all regulations for road safety and associated laws.

10.6 In the case of a sale or other long-term transfer of the VEHICLE to a third party ("**BUYER**"), the PRIMARY USER is obligated (a) to delete himself/herself as PRIMARY USER by deleting the VEHICLE from the Volkswagen ID and (b) to reset the PRIMARY USER to delete the personal data from the HMI of the VEHICLE. The BUYER can delete the (previous) PRIMARY USER by assigning the VEHICLE to the BUYER's own Volkswagen ID as PRIMARY USER. The BUYER can use the HMI of the VEHICLE to check if the VEHICLE is still assigned to a PRIMARY USER and disconnect the connection.

10.7 In case of a culpable violation of the obligations set out in this Section 10, the USER is liable for compensating VOLKSWAGEN AG for all subsequently arising damages. Furthermore, the USER is obliged to release VOLKSWAGEN AG from all third-party claims that are lodged on the basis of such violations against VOLKSWAGEN AG.

11 Legal remedies in case of contract violation (warranty)

11.1 In the case of MOBILE ONLINE SERVICES that do not comply with the contract, the USER has the right to have the compliance of the MOBILE ONLINE SERVICES established, such as by way of an update, restoration of the continuous provision or elimination of performance restrictions (speed). Insofar as (i) VOLKSWAGEN AG refuses or is unable to establish compliance within a reasonable period of time and without significant inconveniences for the PRIMARY USER, or (ii) the non-compliance is so severe that it is unreasonable to the PRIMARY USER to demand a repair, the PRIMARY USER has the right (a) in case of fee-based MOBILE ONLINE SERVICES, to claim a pro-rated reduction in price for the period during which the digital content or digital services were not compliant, and (b) in case of fee-based MOBILE ONLINE SERVICES, to suspend payment until the MOBILE ONLINE SERVICES are compliant, and (c) in case of fee-based and also free-of-charge MOBILE ONLINE SERVICES, insofar as the non-compliance is not minor, to terminate the CONTRACT pursuant to Section 13.7. A reduction in price or reimbursement is proportionate if this reflects the reduction in value of the MOBILE ONLINE SERVICES with regard to the value that the digital contents and/or digital service would have had if they were compliant with the contract.

11.2 Deviating from the provisions in Section 11.1, VOLKSWAGEN AG is not liable for non-compliances that are solely caused because the USER did not install the update within a reasonable period of time, provided that the failure to install on the part of the USER is not a result of missing or inadequate installation instructions provided by VOLKSWAGEN AG.

11.3 The period in which updates pursuant to Section 7.2 of these CONDITIONS are provided does not extend the duration of the warranty or guarantee for the VEHICLE (including the required equipment for MOBILE ONLINE SERVICES of the VEHICLE).

11.4 If the PRIMARY USER wants to assert rights that the PRIMARY USER is entitled to pursuant to this Section 11, the PRIMARY USER can contact Volkswagen AG Customer Care.

11.5 This Section 11 does not limit the statutory warranty obligations of VOLKSWAGEN AG toward the PRIMARY USER in any way.

12 Liability of VOLKSWAGEN AG

12.1 Unless otherwise regulated in Sections 12.2 to 12.6, VOLKSWAGEN AG shall be liable in accordance with the valid legal requirements.

12.2 VOLKSWAGEN AG shall not be liable in cases of force majeure (military conflicts, epidemics, pandemics, natural disasters, labour disputes, embargos, terrorist acts or other events that are beyond the control of VOLKSWAGEN AG and that could not be prevented or made harmless by VOLKSWAGEN AG, even with due diligence) and necessary maintenance, repairs or other measures on technical equipment of VOLKSWAGEN AG or third parties providing data, contents, information or transmission capacities, that can lead to unavoidable malfunctions, interruptions or a reduction of performance capability (speed) of MOBILE ONLINE SERVICES.

12.3 VOLKSWAGEN AG is not liable for the correctness, topicality, accuracy, completeness and/or quality of data, contents and information that is recognisably provided by THIRD PARTY PROVIDERS via MOBILE ONLINE SERVICES. Such data, contents and information are not checked and/or changed by VOLKSWAGEN AG.

12.4 VOLKSWAGEN AG has no knowledge of the legal and actual relationships between the USERS and the VEHICLE. VOLKSWAGEN AG is not responsible for the correct assignment of user roles to the USERS (pursuant to Section 4.1), monitoring the assignment of the user roles and/or adaptation of the user roles to changed circumstances in case of a change of the legal and/or actual relationship between the USER and the VEHICLE or between the USERS.

12.5 VOLKSWAGEN AG is not liable for damages and losses resulting from the USER's culpable use of the MOBILE ONLINE SERVICES in violation of these CONDITIONS. This applies, in particular, if the driver of the VEHICLE is distracted from the traffic situation during the journey by using MOBILE ONLINE SERVICES and this results in an accident.

12.6 VOLKSWAGEN AG is not liable for damages or losses resulting from the USER's culpable selection of a password that is not secure or if the USER did not keep the password secret in violation of these CONDITIONS or for damages culpably caused by third parties who were granted access to the MOBILE ONLINE SERVICES by the USER.

12.7 The limitations of liability in Sections 12.2 to 12.6 shall not apply to cases of intent, gross negligence, malice, injury to life, limb or health, legal product liability, malicious concealment of defects, rendered guarantees and/or violation of essential contractual obligations (known as cardinal obligations) on the part of VOLKSWAGEN AG toward the USER.

12.8 Insofar as the legal requirements stipulate direct liability towards the USER by the legal representatives, employees and/or agents of VOLKSWAGEN AG, the limitations of liability pursuant to Sections 12.2 to 12.6 shall apply accordingly. For clarification: this Section 12.8 does not limit the liability of VOLKSWAGEN AG toward the USER for actions by legal representatives, employees and/or agents of VOLKSWAGEN AG.

13 Contract period and termination

13.1 The period of the CONTRACT concluded with the PRIMARY USER begins at the conclusion of the CONTRACT, which means when the order confirmation is received by email by the PRIMARY USER (see Section 5.3). The CONTRACT can stipulate the provision of MOBILE ONLINE SERVICES for a predefined period (see Section 13.2) or a continuous provision of MOBILE ONLINE SERVICES for a period without a predefined duration (see Section 13.3).

13.2 If MOBILE ONLINE SERVICES are provided for a predefined duration, the duration is specified during the order process and can be viewed by the PRIMARY USER at MYVOLKSWAGEN. During a predefined duration of no more than two years, the PRIMARY USER can only terminate the CONTRACT for important reason pursuant to Section 13.9. In case of a predetermined duration of more than two years, the PRIMARY USER can also properly terminate the CONTRACT with a period of notice of at least two weeks, but no sooner than with effect at the end of the second year.

13.3 If MOBILE ONLINE SERVICES are provided continuously for a period without a predefined duration in the CONTRACT, (i) the PRIMARY USER can properly terminate the CONTRACT with a period of notice of at least two weeks and (ii) VOLKSWAGEN AG can terminate the CONTRACT with a period of notice of at least four weeks after providing the MOBILE ONLINE SERVICES for at least one year from the date of contract conclusion.

13.4 Notice: for some MOBILE ONLINE SERVICES, VOLKSWAGEN AG can offer an initial period for new VEHICLES free of charge for new VEHICLES. Depending on the time of the initial delivery of the VEHICLE to the customer and the time of CONTRACT conclusion, the free initial period is automatically reduced by (i) the period of time that has passed since the day of the initial delivery to the customer, or (ii) the period of time that exceeds ninety days from the initial delivery of the VEHICLE to the customer.

13.5 If a CHANGE pursuant to Section 7.3 has an adverse effect on the PRIMARY USER's access to the MOBILE ONLINE SERVICES or their use and VOLKSWAGEN AG is unable to prove that the adverse effects are only minor, the PRIMARY USER has the right to terminate the CONTRACT within 30 days from the receipt of the information on the CHANGE pursuant to Section 7.3 or the time at which VOLKSWAGEN AG provided the PRIMARY USER with the CHANGE, whichever occurs later.

13.6 Insofar as (i) VOLKSWAGEN AG refuses or is unable to establish compliance of the MOBILE ONLINE SERVICES within a reasonable period of time and without significant inconveniences for the PRIMARY USER, or (ii) the non-compliance is so severe that it is unreasonable to the PRIMARY USER to demand a repair, the PRIMARY USER has the right to terminate the CONTRACT if the non-compliance is not only minor.

13.7 The right of the PRIMARY USER to termination for important reason with immediate effect remains unaffected.

13.8 A termination of the CONTRACT by the PRIMARY USER must be explained to Customer Care in writing or by email. The contact details of Customer Care are provided in Annex 1 of these CONDITIONS.

13.9 VOLKSWAGEN AG can terminate the CONTRACT for important reason. An important reason exists for VOLKSWAGEN AG in case of a significant, culpable violation of these CONDITIONS on the part of the USER, particularly if a violation of Section 10 leads to a significantly higher usage of mobile data or an adverse effect on the security of the VEHICLE, MOBILE ONLINE SERVICES or VOLKSWAGEN AG data server. VOLKSWAGEN AG will notify the PRIMARY USER of the violation

prior to termination in a suitable manner by email or otherwise and give the PRIMARY USER an opportunity to discontinue or eliminate the violation or abusive behaviour within the stated period of notice. However, this does not apply if an immediate termination of the contractual relationship is required due to the severity of an impairment of the VEHICLE's IT security, the MOBILE ONLINE SERVICES or the Volkswagen AG data server.

14 Blocking

In the event of significant culpable violations of these CONDITIONS by the USER, Volkswagen AG is entitled to block the USER from access to the MOBILE ONLINE SERVICES until the violation ceases. This particularly applies to cases named in Section 13.9.

15 Final provisions

15.1 Exclusive place of jurisdiction for claims in connection with the CONTRACT for MOBILE ONLINE SERVICES is Wolfsburg (Germany), unless the USER uses the MOBILE ONLINE SERVICES as a CONSUMER.

15.2 If the USER uses the MOBILE ONLINE SERVICES as a CONSUMER, Volkswagen AG can only take legal action against the USER before the appropriate court for his or her place of residence or regular abode. The USER can take legal action against VOLKSWAGEN AG before the appropriate court for VOLKSWAGEN AG's administrative headquarters in Wolfsburg (Germany), and before any other court that is responsible for such case under applicable law.

15.3 The laws of the Federal Republic of Germany apply exclusively to all disputes from or in connection with the CONTRACT for the MOBILE ONLINE SERVICES. If the USER is a CONSUMER, this does not apply unless compulsory regulations (e.g. mandatory consumer protection regulations) in the laws that apply to the place of residence or regular abode of the CONSUMER prevent the application of German law at the time of contract conclusion.

15.4 VOLKSWAGEN AG reserves the right to transfer the CONTRACT (without changing the contractual rights and obligations in other respects) to another company of the Volkswagen Group. The USER gives consent to Volkswagen AG accordingly. VOLKSWAGEN AG will notify the USER of such transfer promptly and in writing. If this transfer results in a reduction of the USER's contractual claims or rights, the USER's consent will be obtained prior to the transfer.

16 Dispute resolution

16.1 This Section 16 only applies to CONSUMERS who have their place of residence or regular abode in a member state of the European Economic Area and does not affect the statutory regulations for alternative consumer dispute resolution for consumers that may exist in countries outside of the European Economic Area.

16.2 The European Commission provides a platform for out-of-court online dispute resolution, which can be accessed under www.ec.europa.eu/consumers/odr. This platform provides USERS with a list of consumer dispute resolution authorities that can help resolve disputes out of court.

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

16.4 For the avoidance of doubt, none of the provisions of this Section 16 limit the right of the USER to assert his claims before a competent court.

Annex 1: Contact details of Volkswagen Customer Care

Belgique / België: [0800-38152](tel:0800-38152)
Bosna i Hercegovina: [0800-82909](tel:0800-82909)
България: [00800-2100375](tel:00800-2100375)
Česká republika: [800 142244](tel:800 142244)
Cyprus: [8009-8376](tel:8009-8376)
Danmark: [80-886303](tel:80-886303)
Deutschland: [0800 - 40 888 00](tel:0800 - 40 888 00)
Eesti / Эстония: [800-0112006](tel:800-0112006)
Ελλάδα: [+30 21-11989832](tel:+30 21-11989832)
España (Península y Baleares): [800 810 320](tel:800 810 320)
España (Islas Canarias, Ceuta y Melilla): [800-098460](tel:800-098460)
France: [0805 - 112197](tel:0805 - 112197)
Hrvatska: [+49 05361-379377-0](tel:+49 05361-379377-0) , [+49 05361-379377-2](tel:+49 05361-379377-2)
Ísland: [800-4158](tel:800-4158)
Ireland: [1800-930066](tel:1800-930066)
Italia: [800 - 149 846](tel:800 - 149 846)
Japan: [0120-993-199](tel:0120-993-199)
La Réunion: [0262 920 000](tel:0262 920 000)
Latvija / Латвия: [800-05769](tel:800-05769)
Lietuva / Литва: [8-800-30723](tel:8-800-30723)
Luxemburg / Luxembourg: [800-22472](tel:800-22472)
Magyarország: [0680-021421](tel:0680-021421)
Македонија / Македони: [0800-80464](tel:0800-80464)
Malta: [800-62948](tel:800-62948)
Nederland: [0800-0200453](tel:0800-0200453)
Norge: [800-12651](tel:800-12651)
Österreich: [0800-012325](tel:0800-012325)
Polska: [00800-1216777](tel:00800-1216777)
Portugal: [800 897206](tel:800 897206)
România: [031-2295251](tel:031-2295251)
Schweiz / Svizzera / Suisse: [0800-803307](tel:0800-803307)
Србија: [0800-300163](tel:0800-300163)
Shqipëri: [+355-4-5300896](tel:+355-4-5300896)
Slovenija: [0800-82026](tel:0800-82026)
Slovenská republika: [0800-002570](tel:0800-002570)
Suomi: [0800-913226](tel:0800-913226)
Sverige: [0200-883424](tel:0200-883424)
Україна: [0800-503887](tel:0800-503887)
United Kingdom: [0800 - 279 750 8](tel:0800 - 279 750 8)

If your telephone provider does not support this toll-free number, please call 27780311. The costs are based on the relevant rate charged by your provider. In the case of calls from abroad, roaming charges may apply.

Annex 2: Instructions on withdrawal of consent

I. Right to withdraw consent

You have the right to withdraw your consent to this contract within 14 days without stating reasons.

The withdrawal period ends 14 days after contract conclusion.

You must notify us to exercise your right to withdraw consent (VOLKSWAGEN AG, Berliner Ring 2, 38440 Wolfsburg (Germany), telephone number for all countries: 0800 - 408 88 00, except FINLAND (990 - 800 433 473 28) and HUNGARY (001 - 800 433 473 28), email address: contract-support@volkswagen.de). You must send us an unequivocal declaration of withdrawal of consent (e.g. letter, fax or email). You can use the attached sample form for withdrawal of consent; however, this is not required.

The timely sending of your declaration of withdrawal of consent is sufficient for the observance of the deadline.

II. Consequences of a withdrawal of consent

If you withdraw your consent to this contract, we will repay all payments we have received from you, including delivery costs (except additional costs for methods of delivery you selected other than the most economical standard delivery offered by us) immediately; however, in any case no later than fourteen days from the date on which we received your declaration of withdrawal of consent. The repayment is made using the same payment method that you have used for the original transaction, unless explicitly stipulated in a separate agreement. You will not be charged any fees for this repayment under any circumstances.

III. Sample Withdrawal of Consent form

To: VOLKSWAGEN AG postal address: Berliner Ring 2, 38440 Wolfsburg, Germany

Email: contract-support@volkswagen.de

I/we hereby declare (*) the withdrawal of consent to (*) my/our (*) contract (*) Order date (*)/ Date of receipt (*) Name of the consumer(s): Address of the consumer(s): Signature of the consumer(s) (only if this form is transmitted on paper)

Date:

(*) Strike if not 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.