

Terms of Use for the Volkswagen We Park Service

I. Scope, Terms of Registration

1. The Volkswagen We Park app ("app") is a mobile application that is provided by Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, Germany, entered in the Register of Companies of the District Court of Braunschweig under number HRB 100484 ("Volkswagen AG") free of charge to the customer to download from an app store ("platform") of the respective operator ("platform operator"). The contractual partner for use of the app and use of its content is Volkswagen AG, not the platform operator.
2. These Terms of Use govern the contractual relationship between Volkswagen AG and the person or company ("customer") specified in the user account (Section III). The subject of the Terms of Use is use of the Volkswagen We Park service ("We Park service").
3. The app is solely intended for customers with their place of residence, habitual residence or registered office within the European Union and, in particular, is not intended for customers from or in the United States of America. The service is only available in the areas listed on the Volkswagen [We Park website](#) ("We Park website").
4. Beyond the processing of parking transactions pursuant to these Terms of Use, the legal relationship between the customer and the local authority responsible for the parking areas (e.g. city, municipality) is unaffected.
5. Volkswagen AG reserves the right to make amendments to these Terms of Use that are reasonable for the customer and with effect for the future only. If the Terms of Use are amended, the app will expressly inform the customer and request the customer's consent to the amended Terms of Use. Since the app is provided to customers free of charge and all customers must be treated equally, further use of the app by the customer will no longer be possible if the customer does not consent to the amended Terms of Use. In that event, the customer's right of use (Section VIII.1) will end upon refusal to give consent.

II. The We Park Service

1. In combination with the app and the We Park sticker, the We Park service enables parking subject to a fee in publicly managed parking areas without having to purchase a parking ticket from a parking ticket machine.
2. To use the We Park service,
 - the customer must download the app to his/her mobile end device (such as an internet-capable mobile telephone),
 - the customer must open a user account (Section III),
 - the customer must display a We Park sticker in the vehicle on the right-hand side of the windscreen, on the front passenger side, in such a way that it is clearly visible from the outside (Section IV),
 - after parking the vehicle, the customer must enter the vehicle registration number in the app and launch booking of the electronic parking ticket (Section IV).
3. The customer may download the app from the Google Play Store or from the Apple App Store, depending on the operating system used, to his/her mobile end device. Please see the [We Park website](#) for the technical requirements. Enhancements to vehicle technology, information technology and web-based services may require the relevant services to be adapted and enhanced from time to time in order to reflect new forms of technology or changes to user behaviour. In that context, Volkswagen AG reserves the right to enhance the technology of the We Park service and to adapt its functional scope.
4. Volkswagen AG will make every reasonable effort to ensure continuous availability of the We Park service and to restore its availability without delay in the event of a disruption. Cases of

force majeure (such as military conflicts, severe weather, industrial disputes) or necessary maintenance, repairs or other work on technical equipment belonging to either Volkswagen AG or a third party used to provide data, content, information or transmission capacity for the We Park service may result in unavoidable, temporary disruptions or a reduction in the performance (speed) of the We Park service. Furthermore, heavy simultaneous use of the We Park service by large numbers of customers may have an adverse effect on the performance (speed) of the We Park service.

5. In the event of technical disruptions to the We Park service or if the customer encounters any other problems during use of the We by Volkswagen Park service, he/she may contact the Volkswagen AG customer service (Section XII).

III. User Account, Conclusion of the Contract

1. To use the We Park service, the customer requires a user account (Volkswagen ID). If the customer already has a Volkswagen ID, the customer may use it to log into this service. If the customer does not wish to use his/her existing Volkswagen ID to log into this service, or if the customer does not have a Volkswagen ID, the customer may create another Volkswagen ID or register for the first time [here](#). The [Terms of Use](#) for the Volkswagen ID apply.
2. To log into/register for the We Park service, the customer must consent to the use of the data that he/she already entered for his/her Volkswagen ID and provide any additional data required. The customer must ensure that the data are correct and complete. Since communication between Volkswagen AG and the customer includes communication by email, the customer must, in particular, have a valid email address and access to the corresponding email account.
3. Once the customer clicks on "Next" to confirm the Terms of Use, the log in/registration is completed and the contract is concluded between Volkswagen AG and the customer for the We Park service.
4. The customer may log into/register free of charge for the We Park service. Several vehicle registration numbers can be registered under any given user account.
5. Information on deletion or unlinking of the user account (Volkswagen ID) from the Volkswagen We Park service: the user account (Volkswagen ID) may be unlinked or deleted by the customer at any time [here](#). To unlink or delete the user account (Volkswagen ID) successfully, the customer should ensure that he/she has first logged out of the We Park app.
6. Volkswagen AG will then send the customer an email to the email address entered for the user account; that email confirms the registration with Volkswagen AG and provides details of the registration ("registration confirmation"). The registration confirmation represents Volkswagen AG's acceptance of the customer's offer; the contract with Volkswagen AG on use of the We Park services is concluded upon arrival of the registration confirmation in the customer's email inbox.
7. If the customer is a consumer, he/she may withdraw from the contract within fourteen days without giving any reason. The withdrawal period will expire after fourteen days from the date on which the contract was concluded. Instructions on withdrawal and a model withdrawal form are sent to the customer with the registration confirmation.

IV. Use of the We Park Service

1. Following registration/logging in, the customer may book an electronic parking ticket for the respective parking zone of the publicly managed parking area. The customer may do so after parking the vehicle by launching the app and selecting the registration number of the vehicle

in the app. Using the app, the customer can then launch booking of the parking transaction and subsequently end the parking transaction.

2. For use of the We Park service, in some municipalities it is obligatory for a We Park sticker to be displayed in the vehicle on the front passenger side of the windscreen in such a way that it is clearly visible from the outside. Such an obligation currently applies in Berlin, Potsdam, Hamburg and Cologne. For further information, customers may consult the FAQs in the app and on the [We Park website](#).
3. The We Park sticker will be sent to the customer by post promptly following registration or may be downloaded from the [We Park website](#). If the sticker is lost or the customer wishes to use the We Park service for other vehicles, the customer may request further stickers free of charge via the app.

V. Prices, Terms of Payment

1. The costs of booking a parking transaction using the We Park service are based on the public parking fees of the given parking area. The parking fees will be charged according to the actual time parked. The level of the fee payable for the given parking transaction is determined by the respective start and end transactions.
2. The level of the parking fee may vary depending on the time of day in the various parking zones. The customer may check the detailed information for the parking zone in the app to see whether and how the parking fee will change during the planned parking transaction.
3. The conditions under which it is permissible to park in the publicly managed parking areas are determined by the relevant municipalities. Further information is available in the We Park FAQs in the app, on the [We Park website](#) and in the detailed information provided in the app.
4. Volkswagen AG charges a transaction fee for each parking transaction. The level of the transaction fee may differ depending on the parking zone. Information about the applicable transaction fees in the respective parking zones is available in We Park FAQs in the app, on the [We Park website](#) and in the detailed information provided in the app. The applicable transaction fees will be indicated separately in the app before each parking transaction.
5. Payment of parking and transaction fees using the We Park service may solely be made by credit card (Visa or Mastercard) and is processed using one or more payment service providers (payment services). After each parking transaction, the customer receives email confirmation of the booking, with indication of the parking and transaction fees. The respective total of the parking fee and transaction fee will be pre-authorized on the customer's credit card after each parking transaction. That means that the given amount is reserved from the credit limit granted to the customer by the credit card institute for the credit card and the available credit limit is reduced by that amount. The customer's credit card is not yet charged. Volkswagen AG does not obtain access to the parking fees at any time.
6. At the end of the month, the customer receives a statement of all parking transactions made in the past month and an invoice for the transaction fees incurred during that period. Upon invoicing, the total transaction fees and parking fees in the invoiced period will be charged to the credit card.

VI. MobileData Connection

1. Use of the We Park service requires a fully functional and sufficiently charged mobile end device.

2. Establishment of the mobile data connection between the app and the internet does not form part of the service and is not the responsibility of Volkswagen AG. A SIM card with an activated data option and a valid mobile telephone contract is required for that purpose.
3. Only the terms and conditions agreed with the telecommunications provider in the mobile telephone contract will apply to the use of the SIM card/mobile data connection, in particular with respect to any incurred connection and roaming charges. It is recommended to choose a mobile telephone plan with a sufficient data allowance.
4. The mobile data connection and its performance (speed) depend on factors that are outside the control and performance obligations of Volkswagen AG. Those factors include, but are not limited to:
 - adequate mobile reception at the location of the vehicle,
 - interference, 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 hills, high usage levels in the mobile network for the cell in question etc.).

VII. Invite Friends

1. Customers may send friends a personal message and recommend the app using the "Invite friends" menu option, providing that said friends consent to receipt of the message (SMS, email, WhatsApp message, Facebook Messenger message etc.), are not yet registered for /logged into the We Park service and have their place of residence, habitual residence or registered office within the European Union.
2. In that case the customer may recommend the app using the "Invite friends" menu option. By clicking on the relevant button, the respective client opens on the mobile end device of the customer and redirects to the selected communications channel, such as an email account or WhatsApp user account, where a text with a link is suggested. That suggested text may be freely edited and adapted by the customer.
3. It is not permitted to send a recommendation to persons whom the customer is not personally acquainted with or who do not consent to receipt of the message. The up-to-date privacy policy for the app applies.
4. In addition, the [terms of participation](#) of voucher promotions apply.

VIII. Usage Rights, Use of Data

1. The customer is granted the gratuitous, non-exclusive, non-transferable and non-sublicensable right to use the We Park service and the app in accordance with these Terms of Use. Use is restricted geographically to the European Union.
2. Volkswagen AG will protect the customer's personal data and will use them only insofar as permitted by law or with the customer's consent; the customer may find further information on data privacy in the Privacy Policy, which may be accessed via the app and the [We Park website](#). The customer grants Volkswagen AG a non-exclusive, transferable and sub-licensable usage right that is unlimited in terms of time and content to other data, in particular technical data, that are either not traceable to specific persons or that have had their traceability to persons removed (anonymised data).

IX. The Customer's Responsibilities

1. The customer must ensure that use of the We Park service does not violate these Terms of Use, statutory/authority requirements (in particular data privacy regulations), rights of third parties or good morals. The above rule also applies if the customer allows third parties to access the We Park service.
2. When using the We Park service, the customer must obey the law, in particular the Road Traffic Regulations (StVO), and observe traffic signs.
3. It is the responsibility of the customer to check before the start of each parking transaction that the booking of a parking transaction using the app is permissible for the given parking area. The customer may do so by consulting the information on the parking ticket machines or signs, traffic signs and other sources of information. The customer uses the GPS function of the app at his/her own risk. The customer may deactivate the GPS function in the settings menu of his/her mobile end device at any time and enter his/her parking location manually.
4. The customer must ensure that the vehicle registration number used in the app corresponds to the given parking transaction and that the We Park sticker is displayed in the vehicle on the front passenger side of the windscreen in such a way that it is clearly visible from the outside.
5. The customer is responsible for properly starting and ending the parking transaction and, in particular, for not exceeding the parking duration intended by him/her. If the customer fails to end a parking transaction, the parking transaction will end automatically upon expiry of the maximum parking duration. The applicable parking fee will be calculated on the basis of the maximum parking duration or locally valid maximum price, irrespective of the actual parking duration.
6. If due to non-compliance with the customer's responsibilities as described in this Section IX, the parking fees cannot be paid correctly in a specific case, the customer must pay any penalties and fines to the relevant authority.

X. Responsibility of Volkswagen AG, Liability

1. Volkswagen AG is not responsible for any damage or losses caused by incorrect use of the We Park service and the app, in particular if an accident is caused by the driver of the vehicle being distracted from the traffic during the journey as a result of using the We Park service and/or the app.
2. Volkswagen AG is not responsible for any damage or losses caused by the user selecting an unsuitable password for the user account or not keeping the password safe, or for any damage or losses caused by a third party that the customer has allowed to access the We Park service.
3. Volkswagen AG is not responsible for any data privacy violations of the customer or of any third parties that the customer has allowed to access the We Park service.
4. Volkswagen AG's liability is otherwise governed by the following provisions:
 - a) Volkswagen AG's liability is limited in the event that Volkswagen AG is liable by law for damage or losses caused by ordinary negligence. In such event, Volkswagen AG will only be liable if it has violated material contractual obligations. This liability shall also be limited to damages which are foreseeable and typical at the time that the contract is concluded.
 - b) Personal liability of the statutory representatives, vicarious agents and employees of Volkswagen AG for damage or losses caused by them through ordinary negligence is excluded. Volkswagen AG's limitations of liability set out in this section apply accordingly to damage or losses caused by said persons, with the exception of the statutory representatives and managers, by gross negligence.
 - c) The limitations of liability in this section do not apply in the case of death, physical injury or damage to health. Irrespective of Volkswagen AG's negligence or wilful misconduct, any liability due to fraudulent concealment of a fault, due to the giving of a guarantee or the assumption of a procurement risk or in accordance with product liability law is unaffected.

XI. Delayed Payment, Termination for Cause

If the payment for a parking transaction fails because the customer's credit card has expired, has insufficient or no cover, an objection is made to the payment or for any other reason that is not the responsibility of either Volkswagen AG or the payment services, Volkswagen AG will instruct the customer by email to make the payment in the app within 48 hours of the email being sent, with the warning that the customer will otherwise be blocked from the We Park service. If Volkswagen AG does not receive payment within that deadline, Volkswagen AG will block the customer from the We Park service. The customer will not be permitted to book any further electronic parking tickets while that block is in place. If the debt is not settled via the app within 14 days of the customer being blocked, payment can no longer be made via the app and the customer must contact the We Park customer service ("customer service") (Section XII) to settle the debt and have the block lifted.

XII. Customer Service

Volkswagen AG provides the customer with a We Park telephone customer service for the We Park services. Please see the app or the [We Park website](#) for the telephone number and business hours of the customer service. Calls to the customer service are only subject to the call charges of the telecommunications service provider.

XIII. Place of Jurisdiction, Applicable Law

1. The sole place of jurisdiction for any claims arising from and in relation to the We Park service and the app is Wolfsburg, Germany, if the customer is a registered merchant.
2. If the customer is a consumer, Volkswagen AG may only bring a lawsuit against the customer at the relevant court with jurisdiction for the customer's place of residence or habitual residence; the customer may bring a lawsuit against Volkswagen AG at the relevant court with jurisdiction for the customer's place of residence or habitual residence and at any place of jurisdiction permitted by law.
3. Any disputes arising from or in relation to the We Park service, the app and these Terms of Use will be governed solely by the law of the Federal Republic of Germany; application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Notwithstanding that rule, if the customer is a consumer, the law of the country of the consumer's place of residence or habitual residence at the time of conclusion of the contract will apply.

XIV. Severability Clause

If any of the Terms of Use set out above are or become invalid, the validity of the remaining provisions will be unaffected. The invalid provisions shall be replaced by provisions coming as close as possible to the commercial purpose of the original provisions and preserving the interests of both parties.

XV. Dispute Resolution

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

Version 5.9 dated Feb 2019

--- Annex ---

Withdrawal

I. Instructions on Withdrawal

Right of Withdrawal

You have the right to withdraw from this contract within 14 days without reason. The withdrawal period will expire after fourteen days from the date on which the contract was concluded. To exercise the right of withdrawal, you must inform us of your decision at

Volkswagen AG
Berliner Ring 2
PO Box 9051
38440 Wolfsburg, Germany
Telephone number: 0800 40 888 00*
(* free of charge in all German networks)
Email address: We Park-support@volkswagen.de

to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You can use the attached model withdrawal form attached, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same payment method as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

End of the instructions on withdrawal

II. Model Withdrawal Form

If you wish to withdraw from the contract, please fill in this form and return it to

Volkswagen AG
Berliner Ring 2
PO Box 9051
38440 Wolfsburg, Germany
Telephone number: 0800 - 40 888 00*
(* free of charge in all German networks)
Email address: We Park-support@volkswagen.de

I/We(*) hereby give notice that I/We(*) withdraw from my/our(*) contract of sale of the following goods (*)/ for the provision of the following service (*):

Ordered on (*)/received on (*)

Name of customer(s)

Address of consumer(s)

Signature of consumer(s) (only if hard copy is sent)

Date

(*) Delete as appropriate