

# Terms of Use for the Volkswagen We Park service

## I. Scope of application, conditions of registration

1. 'Volkswagen We Park' is a mobile application (**app**) which is provided free of charge to the customer by Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, entered in the register of companies at Brunswick District Court under the register No. HRB 100484 (**Volkswagen AG**) via an app store (**platform**) from the relevant operator (**platform operator**) and the In-Car Shop in the vehicle. The contractual partner for the use of the app and the use of its content is Volkswagen AG, not the platform operator, even when downloading via a platform.
2. These conditions of use govern the contractual relationship between Volkswagen AG and the person or company (**customer**) specified in the user account (Number III). The subject matter of these conditions of use is the use of the Volkswagen We Park service (**We Park service**).
3. The app is exclusively for customers who are domiciled or have their place of ordinary residence within the European Union and specifically not for customers from or in the United States of America. The service is only available in the areas named on the Volkswagen We website at [<https://www.volkswagen-we.com/de/Park/Staedte.html>] (**We Park website**).
4. Beyond the processing of parking sessions based on these terms of use, the legal relationship between the customer and the local authority responsible for the parking space (e.g. city, community) shall remain unaffected.
5. The We Park service includes Google Maps functions. The use of functions and content from Google Maps is governed by the additional Google Maps/Google Earth Terms of Use at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html).
6. Volkswagen AG reserves the right to amend these terms of use in a way deemed reasonable for the customer and only with future effect. Amendments to these terms and conditions shall become part of the contract provided that the user has received an email notifying them of these amendments and has not submitted an objection within six weeks of receiving the notification and provided that the user's notification from Volkswagen AG contains explicit information regarding the consequences of the amendment. Should the user object to the amendments in good time, the amendments shall not be effective for the user. In this case, Volkswagen AG has the right to terminate the usage agreement with notice of one month if it is impossible or unreasonable to expect Volkswagen AG to continue with the contract without the amendments.

## II. The We Park service

1. The We Park service, in combination with the app and the We Park sticker, allows the user to park in publicly managed paid parking zones without needing to purchase a parking ticket at a ticket machine.
2. To use the We Park service, the customer must download the app onto their mobile, Internet-ready device; information on the technical requirements can be found on the We Park website.
3. Additionally, in order for the We Park service to be used as an in-car app via the vehicle's infotainment system,
  - the vehicle must have a suitable infotainment system; information on the technical requirements can be found on the We Park website,

- a valid agreement must be established concerning the use of the Volkswagen AG mobile online services (Car-Net or We Connect) for the vehicle; more information on the mobile online services can be found at [[https://www.volkswagen-carnet.com/de\\_de.html](https://www.volkswagen-carnet.com/de_de.html)],
  - the customer must register with Car-Net or We Connect as the vehicle's primary user using their Volkswagen ID,
  - the customer must download the app from the In-Car Shop on the vehicle's infotainment system.
4. The customer must also
    - create a Volkswagen ID and log into the We Park service with username and password (Item III),
    - apply a We Park sticker on the right of the vehicle windscreen on the passenger side so that it is clearly visible from the outside (Item IV),
    - enter their vehicle's registration number in the app once it has been parked and initiate the purchase of the electronic parking ticket (Item IV).
  5. 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 this context, Volkswagen AG reserves the right to technically develop the We Park service and change its functional scope.
  6. Volkswagen AG shall make every reasonable effort to ensure full availability of the We Park service to restore availability without delay in the event of a disruption. Cases of force majeure (e.g. military conflicts, bad weather, industrial disputes etc.) or necessary maintenance, repairs, updates or other work on the technical equipment belonging to either Volkswagen AG or a third party used to provide data, content, information or transmission capacities for the We Park service may result in unavoidable, temporary disruptions or reductions in the performance (speed) of the We Park service. In addition, intensive simultaneous use of the We Park service by many customers can lead to reduced performance (speed) of the We Park service.
  7. In the event of technical faults or other issues the user has with the use of the We Park service, the user may contact Volkswagen AG customer service (Item XIII).

### III. User account, conclusion of contract

1. The central access service for the use of many digital products and services of Volkswagen AG is the Volkswagen ID user account (**Volkswagen ID**). The We Park service is linked to the Volkswagen ID, so customers require a Volkswagen ID to use the We Park service.
2. The user can register for the We Park service using their Volkswagen ID. The customer clicking on the 'Register free now' button shall act as an invitation to Volkswagen AG to conclude the contract regarding the use of the Volkswagen We services.
3. Volkswagen AG then sends the Customer an email to the email address entered for the user account; this email confirms receipt of registration by Volkswagen AG and lists individual details concerning registration (**confirmation of registration**). The confirmation of registration represents Volkswagen AG's acceptance of the customer's invitation; the contract with Volkswagen AG concerning the We Park service shall take effect when the confirmation of registration arrives in the customer's email account.
4. Registration for the We Park service is free of charge for the customer. Several vehicle registration numbers can be registered for a Volkswagen ID.
5. If the customer is the consumer, they can cancel the contract declaration within 14 days without giving reasons. The cooling-off period runs for 14 days from the date on which you entered into the contract. Information on cancellation rights and a sample cancellation form are sent to the customer with the confirmation of registration.

## IV. Use of the We Park service

1. Following registration/login, the customer can purchase an electronic parking ticket for the relevant publicly managed parking zone. The customer can do this via the app once they have parked their vehicle by starting the app and selecting the vehicle registration number. The customer can then initiate and end the purchase of the parking session via the app.
2. In some municipalities, it is obligatory to apply a We Park sticker to the vehicle windscreen on the passenger side so that it is clearly visible from the outside in order to use the We Park service. This is currently required in Berlin, Potsdam, Hamburg and Cologne. The customer can find more information in the FAQs on the app and on the [We Park website](#).
3. The We Park sticker is sent to the customer by post immediately after registration or can be downloaded via the [We Park website](#). The customer may request additional stickers free of charge via the app if the sticker is lost or to use the We Park service with additional vehicles.

## V. Prices, payment conditions

1. The costs of purchasing a parking session on the We Park service are based on the applicable public parking fees in the local area. Parking fees are billed for the precise time. The value calculated based on the start and end processes shall define the amount payable for a parking session.
2. The amount of the parking fee may vary in the individual parking zones depending on the time of day. The customer can find out whether and how the parking fee changes within the planned parking session in the parking zone details in the app.
3. The conditions for parking in the managed car parks are defined by the competent municipalities. More information can be found in the We Park FAQs on the app and the [We Park website](#) and the details in the app.
4. Volkswagen AG collects a transaction fee for each parking session. The amount of the transaction fee may vary according to the parking zone. Information on which transaction fee is due in which parking zone can be found in the We Park FAQs on the app, the [We Park website](#) and the details in the app. The applicable transaction fees are shown separately in the app before each parking session.
5. Payment of parking and transaction fees via the We Park service can be made using the payment methods indicated in the app and on the We Park website and are processed via one or more payment service providers (payment services). After each parking session, the customer shall receive confirmation of the purchase via email indicating the parking and transaction fees.
6. When a credit card is stored as a payment method, the total amount of parking and transaction fees is pre-authorised on the customer's credit card after each parking session. This means that the relevant amount is reserved from the credit facility that the customer has been granted by their credit card provider for their credit card and the available credit is reduced by this amount. The customer's credit card is not yet charged. Volkswagen AG does not yet have access to the parking fees.
7. At the end of the month, the customer receives an overview of all parking sessions from the past month and an invoice for transaction fees incurred in this period. On invoicing, the total transaction fees and parking fees from the billing period are charged to the payment method saved by the customer.

## VI. Mobile data connection

1. Using the We Park service on a smartphone requires a fully working and sufficiently charged mobile device with a data connection.

2. The creation of the mobile data connection via mobile data between the smartphone version of the app and the Internet is not part of the service and is not within the scope of Volkswagen AG's responsibility. A SIM card with activated data option and a valid mobile telephone contract is required. Only the terms and conditions agreed with the telecommunications provider in the mobile telephone contract shall apply to use of the SIM card/mobile data connection; this shall apply in particular with respect to incurred connection and roaming charges. It is recommended to choose a mobile telephone plan with a sufficient data allowance.
3. When using the in-car version of the app, the data connection between the vehicle and the Internet is governed by the provisions of the contract for the use of mobile online services (Car-Net or We Connect).
4. The mobile data connection and its performance (speed) depend on factors that are outside the control and performance obligations of Volkswagen AG. These include, in particular:
  - adequate mobile reception at the location of the vehicle,
  - presence of interference, impairment or interruption of the mobile reception caused by tunnels, garages, underpasses or other interfering influences (weather conditions such as thunderstorms, disrupting equipment, buildings, bridges or hills, high usage levels in the mobile network for the cell in question etc.).

## **VII. Invite friends**

1. On their smartphones, customers can use the menu option 'Invite friends' to send their friends a personal message recommending the app. The friends must agree to receive a message (SMS, email, WhatsApp message, Facebook Messenger message etc.) and not yet be registered for the We Park service and must be domiciled or have their ordinary place of residence in the European Union.
2. In that event, the customer can recommend the app via the 'Invite friends' menu option. By clicking the relevant button, the relevant client on the customer's mobile device is opened and they are forwarded to the selected communication channel, such as their email or WhatsApp user account, and recommended text with a link. This text recommendation is editable and can be individually adapted by the customer.
3. Sending a recommendation to people who are not personally known to the customer or who have not agreed to receive a message is not permitted. The app's current Privacy Policy shall apply.
4. The terms and conditions of participation for the 'Invite friends' promotion shall also apply until the end of the promotional period indicated in the app.

## **VIII. Usage rights**

1. The customer is granted the free of charge, 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 limited to the European Union.
2. If the right of use granted in accordance with Item VIII.1 refers to software, the right of use only extends to use of the object code. Editing of the software or any conversion of the object code back into source code (decompiling) is not authorised except in legally expressly permitted cases.

## **IX. Cybersecurity**

Volkswagen AG is entitled to take appropriate measures to defend against threats from cyberattacks to vehicle and road safety, life, health, the right to self-determination with regard to information (privacy), property, assets and other legal interests of the user, owner or

keeper of the vehicle, third parties or Volkswagen AG itself. Such measures may lead to restrictions to the We Park service. Depending on the severity of the risks and/or significance of the legal interests under threat, (temporary) blocking of We Park may also be advisable.

## **X. The user's responsibilities**

1. The customer shall undertake to ensure that the use of the We Park service does not violate these Terms of Use, legal/official requirements (particularly data protection provisions), third party rights or moral standards. This shall also apply if they grant third parties access to the We Park service.
2. When using the We Park service, the customer must comply with general statutory regulations, in particular the Road Traffic Act (StVO), and take into account local road signs.
3. The customer is responsible for ensuring before the start of a parking session that purchasing a parking session via the app is permitted for the parking area in question. Relevant instructions can be found in the information on parking ticket machines or signs, road signs or other sources of information. Use of the app's GPS function is at the customer's own risk. The customer may deactivate the GPS function in their mobile device's settings at any time and enter their parking location manually.
4. The customer must ensure that the car registration number they are using in the app is applicable to the current valid parking session and the WE Park sticker is applied to the vehicle windscreen on the passenger side so that it is clearly visible from outside.
5. The customer is responsible for starting and ending the parking session properly and, in particular, for not exceeding their required parking duration. If the customer neglects to end a parking session, the parking session is automatically ended once the maximum parking time has expired. The permitted maximum parking time and/or the maximum price applicable in the local area shall form the basis of calculating the parking charge due, irrespective of the actual parking duration.
6. In the event that parking fees are not duly paid due to non-compliance with the responsibilities of the customer described in this Item, the customer must pay any fines or penalties imposed upon them to the competent authorities.

## **XI. Responsibility of Volkswagen AG, liability**

1. Volkswagen AG is not responsible for damage caused by improper use of We Park and the app. This applies particularly if the vehicle's driver is distracted from the traffic situation while driving as a result of using We Park and/or the app and this leads to an accident.
2. Volkswagen AG shall not be responsible for any damage or losses that are incurred if the customer has selected an unsuitable password or has not kept the password safe for the user account or any damage or losses caused by a third party to whom the customer has granted access to We Park.
3. Volkswagen AG is not liable for violations under data protection law on the part of the customer or third parties to whom the customer has granted access to the We Park service.
4. In other respects, Volkswagen AG shall be liable in accordance with the following provisions:
  - If legal requirements call for Volkswagen AG to pay for damages caused as a result of slight negligence, Volkswagen AG shall only be liable to a limited extent. It shall only be liable if it has breached one of its essential contractual obligations. This liability is also limited to the typical damages foreseeable on conclusion of the contract.
  - Personal liability of the legal representatives, vicarious agents and employees of Volkswagen AG for damage caused by them through ordinary negligence is excluded. For damage and losses caused by said persons through gross negligence, with the exception of the legal representatives and managers, the limitations of liability in this Item governing such situations for Volkswagen AG apply.

- The limitations of liability in this Item do not apply in the case of death, physical injury or injury to health. Independent of culpability on the part of Volkswagen AG, possible liability due to fraudulent concealment of a fault, due to the assumption of a warranty or a procurement risk and in accordance with product liability law shall remain unaffected.

## **XII. Late payment, blocking**

If payment for a parking session fails as the saved payment method has expired, is not (sufficiently) covered, objection has been raised to the payment or for other reasons which are neither the responsibility of Volkswagen AG nor the payment services, Volkswagen AG shall ask the customer by email to resume payment in the app within 48 hours of the email being sent, with the threat of blocking the We Park service. If Volkswagen AG does not register receipt of payment within this period, Volkswagen AG shall block the We Park service for the customer. The customer is no longer able to purchase electronic parking tickets while the service is blocked. If the payment is not settled via the app within another 14 days of the service being blocked, payment can no longer be made via the app and the customer must consult Volkswagen AG customer service (Item XIII) to settle the outstanding payments and lift the block on the service.

## **XIII. Customer care**

Volkswagen AG provides the customer with telephone customer service for the We Park service. You can find the customer service telephone number and hours of availability on the app or the We Park website. The only charges incurred for a call to customer service are the calling costs charged by the telecommunications service provider.

## **XV. Place of jurisdiction, applicable law**

1. The sole place of jurisdiction for all claims resulting from and relating to the contract regarding the use of the We Park service shall be Wolfsburg, Germany, if the customer is a registered merchant.
2. If the customer is a consumer, Volkswagen AG shall be able to take legal action against the user only at the court responsible for his or her domicile or normal place of residence; the customer, on the other hand, shall be able to take legal action against Volkswagen AG at the court responsible for his or her domicile or normal place of residence and at any legally approved place of jurisdiction.
3. For all disputes arising from or in association with the We Park service, only the law of the Federal Republic of Germany shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. If the customer is a consumer, this does not apply, providing compulsory consumer protection provisions in accordance with the law of the state in which the consumer is domiciled or has their ordinary residence at the point in time when the contract is concluded obstruct the application of German law.

## **XV. Dispute resolution**

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

# Annex

## 1. Cancellation rights

You have the right to cancel this contract within 14 days without giving reasons. The cooling-off period runs for 14 days from the date on which you entered into the contract. To exercise your right of cancellation, you must inform us

Volkswagen AG  
Berliner Ring 2

Brieffach 9051

38440 Wolfsburg

Telephone number: 0800 865 579 243 6

Fax number: +49 180 532 98 65

Email address: [customercare@volkswagen.de](mailto:customercare@volkswagen.de)

of your decision to cancel this agreement by means of a clear declaration (e.g. a letter sent by post, fax or email). You can use the enclosed sample cancellation form, although it is not required.

Adherence to the cooling-off period simply requires that you provide notification of exercising the right of cancellation before the end of the cooling-off period.

### Consequences of cancellation

Should you cancel this contract, we must, immediately and no later than within 14 days from the date on which we received notification of your cancellation of this contract, repay all payments we received from you, including delivery costs (with the exception of additional costs arising from your selection of a delivery method other than the standard cheapest delivery method we offer). For this refund, we use the same payment method you used in the original transaction, unless otherwise expressly agreed with you; under no circumstances shall you be charged fees as a result of this refund.

If you requested that the services begin during the cooling-off period, you must pay us an appropriate amount which corresponds to the proportion of the services already provided in comparison to the total scope of services set out in the agreement up until the point in time at which you informed us of the exercising of your right of cancellation with regard to this agreement.

End of cancellation rights

## 2. Sample cancellation form

If you would like to cancel the contract, please complete this form and return it to

Volkswagen AG  
Berliner Ring 2

Brieffach 9051  
38440 Wolfsburg

Telephone number: 0800 865 579 243 6

Fax number: +49 180 532 98 65

Email address: [customercare@volkswagen.de](mailto:customercare@volkswagen.de)

- I/we(\*) hereby cancel my/our(\*) concluded agreement on the purchase of the following goods(\*)/the provision of the following service(\*):
- Ordered on (\*)/obtained on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if communicated on paper)
- Date

(\*) Delete as applicable.