

Conditions of Use for Audi Digital Twin

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AUDI AG, Auto-Union-Strasse 1, 85045 Ingolstadt, Germany, entered in the commercial register at the Local Court of Ingolstadt under the no. HRB 1, (hereafter "**Audi**") makes available to the user ("**You**") the digital service Audi Digital Twin on the basis of the following Conditions of Use (hereinafter "Conditions of Use").

These Conditions of Use apply to the use of the service Audi Digital Twin.

You can call up and save these Conditions of Use at www.digitaltwin.audi at any time in the footer using the link "Conditions of Use".

1 Area of application and purpose of Audi Digital Twin

1.1 The use of Audi Digital Twin is offered to you by Audi in both a version that is free of charge (basic profile) and a chargeable version (premium profile). The contractual partner is Audi in both cases.

If Audi provides an app to expand the functional scope of the Digital Twin (hereinafter referred to as "Digital Twin app") and this is downloaded, the user, by acquiring the premium profile, receives access to the functions of such an app without any additional costs. The corresponding paragraphs of the Conditions of Use are applicable in this case.

1.2 Audi Digital Twin is intended to make it easier for you to sell your Audi vehicle on a private basis. In the free basic version, for the vehicle you select an automated profile is created with the original vehicle configuration including technical data for your vehicle on the basis of the vehicle identification number, representing the status of the vehicle when it was first delivered.

If you opt for the chargeable premium version, you can add other relevant information to the profile. Please see Section 3 of these Conditions of Use for further details.

2 Preconditions for use of Audi Digital Twin

2.1 In order for the functions of Audi Digital Twin to be made available to you, you are required to create an Audi ID at www.my.audi.com for both the free and chargeable version. The associated conditions of use apply in addition. The Audi ID forms the account for the use of myAudi.

2.2 You can use Audi Digital Twin only if you own an Audi vehicle and you are verified as the main user or through an Audi Partner (both designated as "verification" hereinafter). The procedure for this verification process may differ from country to country. The associated conditions of use apply in addition.

2.3 The contract for the use of the basic profile is always concluded between you and Audi by means of your agreement to these Conditions of Use. If you decide to purchase the premium profile, the general ordering conditions for Audi Digital Twin Premium apply in addition, which you must agree to as part of the purchase process.

2.4 The content of Audi Digital Twin and of the contract for its use is based on these Conditions of Use and, if applicable, the additional conditions of use, in their prevailing version.

2.5 To be able to use the Digital Twin app, the user must download the Digital Twin app to their smartphone via the Apple App Store. In addition, the app may only be used for vehicles for which a premium profile has been purchased.

Use of the Digital Twin app requires either the latest iOS version or the version directly preceding the latest one.

3 Audi Digital Twin's range of functions

3.1 Range of functions of the web version of Audi Digital Twin: On the website www.digitaltwin.audi, you will find information about the Audi Digital Twin product portfolio. You will also find an example of each kind of profile.

3.1.1 Once you have successfully logged in using your Audi ID you will be directed to a list (see Section 3.1.2).

3.1.2 This lists your vehicles registered in myAudi. Vehicles for which there is no verification are greyed out. You can select from the vehicles that are not greyed out (selected vehicle).

3.1.3 Once you have successfully made a selection, you will be directed to the basic profile page. Here, you will find an overview of your vehicle data. As well as special and standard equipment, this also includes technical data (e.g. braking system, suspension, weight, transmission) about your vehicle representing the status of the vehicle when it was first delivered. Audi would like to draw your attention to the fact that changes to the vehicle made after it was delivered will not be captured.

At this point you have the option of expanding the free basic profile by purchasing the chargeable premium profile.

3.1.4 If you opt for the chargeable premium profile, you will be directed to the myAudi Shop. The entire process of purchasing the premium profile takes place in the myAudi Shop.

3.1.5 After you have purchased the premium profile you can expand on the vehicle configuration as at the time it was first delivered, automatically provided by Audi, by adding further information such as:

- Current vehicle data (such as registration date, kilometre count, number of previous owners, damage, extras and changes to the vehicle made after it was delivered)
- Upload of up to 20 photographs of your vehicle (max. 10 MB per photograph; permitted formats: jpg., png., tiff., bmp.)
- Addition of personal contact information (such as your name, address, email address, telephone number) Since this is information that is available only to you and not to Audi, Audi accepts no liability for the completeness and accuracy of this information.

3.1.6 Once you have completed your premium profile you can download it as a PDF file or share it as a link with prospective buyers.

3.1.7 Furthermore, a quotation for your vehicle can be requested from a dealer of your choice. To do this, click on "Search for dealer" on the overview page. You can then search within a certain radius and select a dealer from the list that corresponds to the filters you have set. The corresponding contact details will then be displayed. You can use these contact details to request a quotation for your vehicle from the dealer.

Audi cannot guarantee that the dealer concerned will be able to give you a quotation.

3.1.8 Using the vehicle profile, you can expand on the vehicle configuration as at the time it was first delivered, automatically provided by Audi, by adding further information such as:

- Current vehicle data and the condition (such as registration date, kilometre count, number of previous owners, damage, extras and changes to the vehicle made after it was delivered)
- Upload of up to 20 photographs of your vehicle (max. 10 MB per photograph; permitted formats: jpg., png., tiff., bmp.)
- AR photo guide: You can prepare photos of your vehicle with the help of augmented reality (AR) technology. To this end, a certain number of photos of the exterior and interior must be taken from predefined perspectives. Furthermore, additional photos taken without the AR guide can be added. After completion, the photos are stored in the app.
- Addition of personal contact information (such as your name, address, email address, telephone number), sales price
- The public visibility of the profile results in the profile of your vehicle being able to be retrieved and downloaded via the share function as a PDF file.

Since this is information that is available only to you and not to Audi, Audi accepts no liability for the completeness and accuracy of this information. By toggling the switch, the user can activate and deactivate the visibility of the vehicle profile at their discretion so that the vehicle profile can be seen by potentially interested parties after the profile link has been shared when this has been activated.

3.1.9 Functional scope of the Digital Twin app:

To be able to use the Digital Twin app after the purchase of a premium profile, you must log in using your Audi ID after launching the app. After successfully logging in, you will be redirected to a list, where you can see your vehicles registered in myAudi. Vehicles for which there is no verification are greyed out. You can select from the vehicles that are not greyed out (selected vehicle). After selection, you will automatically be taken to the so-called vehicle profile.

4 Use of Audi Digital Twin

4.1 Audi grants to you a non-exclusive, non-transferable right, free of charge, to make appropriate use for private purposes of Audi Digital Twin in accordance with these Conditions of Use.

4.2 It is prohibited to use Audi Digital Twin in contravention of these Conditions of Use or of legal provisions. You must not act in a way that will or might impair proper functioning (e.g. through modification of the software or execution of other scripts). You must not make changes or additions or otherwise act in a way that impairs or jeopardises the proper operation of Audi Digital Twin.

4.3 Audi may further develop Audi Digital Twin at any time and add, change or remove individual functions. There is no entitlement to the retention of a specific range of functions.

4.4 Audi Digital Twin is usable only for the vehicle for which it was selected (see Section 3.1.2). It is not possible to extend or transfer it to another vehicle.

5 Copyright/rights of use/intellectual property

5.1 You undertake to upload and share via Audi Digital Twin only photographs of vehicles and accessories that you have an unrestricted right to use and to which rights of third parties -- in particular copyright or personal rights of third parties -- do not apply. The photographs used must not be deceptive with respect to the actual condition of the vehicle being offered (incl. equipment and accessories) and must accurately reflect or permit establishment of the current condition. Special features (e.g. damage) are to be shown by means of an image. The user is prohibited from uploading photographs that show illegal, unethical or offensive symbols, text or other content.

5.2 All data, information, company logos, text, programs, images and other content of the advertisements uploaded via Audi Digital Twin may be subject to copyright. The advertisement created via Audi Digital Twin must not be duplicated, copied, reproduced, disseminated, presented, publicly disclosed, made publicly accessible, edited, adjusted, redesigned or otherwise used by third parties. The rights of the original creator remain unaffected by this. The creator can continue to have free disposal over their own data and information.

5.3 Audi, its relevant licensors and the contractual partners retain all copyright, exploitation rights and other industrial property rights to all content of Audi Digital Twin, in particular to texts, representations, designs, graphics, layouts, images, figures, tools, audio and video content and the selection and arrangement of the same as well as all other information in Audi Digital Twin. Content on Audi Digital Twin must not be duplicated, copied, reproduced, disseminated, presented, publicly disclosed, made publicly accessible, edited, adjusted, redesigned or otherwise used without prior written approval from Audi. You are permitted to use the content of Audi Digital Twin only in accordance with its purpose as indicated above. No further rights are granted to you beyond the rights of use expressly granted in these Conditions of Use. The rights to all marks (brands, business identifiers and titles) used in Audi Digital Twin remain reserved for their respective owners.

6 Duration of the use agreement

6.1 The term of Audi Digital Twin for each vehicle begins when it is provided. The right to use for Audi Digital Twin ends 5 years after it is provided.

6.2 The use of the Audi Digital Twin app is no longer possible if you have terminated the use agreement for myAudi and the Audi ID (see Section 2.1. of the conditions of use applying to myAudi and the Audi ID). If you have any questions, please contact customer support by email digitalsupport@audi.de or by phone on 0800-2834-2666328 (calls are free of charge from the German landline network and on mobile phones within Germany).

7 Audi's liability

7.1 Subject to Section 7.2, Audi's liability on the basis of or in connection with the provision of Audi Digital Twin is, in the case of slightly negligent breach of a material contractual obligation pursuant to these Conditions of Use, limited to such damage as is predictable and typical for the contract. A "material contractual obligation" pursuant to these Conditions of Use is an obligation the fulfilment of which is material for the proper provision of performance pursuant to these Conditions of Use, the breach of which jeopardises the purposes of these Conditions of Use and the fulfilment of which you as a user may regularly rely on. Audi is not otherwise liable for slight negligence.

7.2 Audi's liability for gross negligence or intent or for harm to life, limb or health and in cases of mandatory legal liability (e.g. under the German Product Liability Act (*Produkthaftungsgesetz* -- ProdHaftG)) is neither precluded nor limited by these Conditions of Use. Furthermore, liability is not precluded or limited in cases if and insofar as Audi has provided a guarantee.

7.3 Insofar as Audi's liability is limited or precluded, this also applies to the liability of Audi's legal representatives, employees and vicarious agents.

7.4 You undertake to indemnify Audi in unlimited fashion with respect to all damages, costs and expenditures, including reasonable costs of legal pursuit, that arise as a result of your negligent or intentional breach of these Conditions of Use.

7.5 The content of Audi Digital Twin is not legally binding. Audi provides no guarantee of the accuracy, completeness and up-to-date status of the content of Audi Digital Twin. In particular, Audi provides no guarantee that Audi Digital Twin will be accessible, error-free, virus-free and secure at all times, or that the content of Audi Digital Twin can be downloaded safely.

8 Links to external websites/applications

Audi Digital Twin refers directly or indirectly via links to external websites and applications that are operated by third parties. The availability and content of these external websites and applications are not under Audi's control and Audi has no influence on these external websites and applications and accepts no responsibility. Audi in particular does not adopt as its own the content of these external websites and applications and provides no guarantee of the accuracy, completeness and up-to-date status of the content of the external websites and applications. Furthermore, Audi provides no guarantee in particular that the external websites and applications will be accessible, error-free, virus-free and secure at all times and that the content of the external websites and applications can be downloaded safely.

9 Amendment of the Conditions of Use

Audi reserves the right to amend these Conditions of Use for legitimate reasons, in particular for legal, supervisory or security reasons, in accordance with the provisions of this section. The amended Conditions of Use will either (1) be published and communicated to you at the latest 30 days before they are intended to become effective or (2) be notified to you when you use Audi Digital Twin. They are deemed to be agreed as effective between Audi and you if in the case of (1) (i) you do not object to the amendments to the Conditions of Use before they are intended to become effective and (ii) you are expressly informed in the communication of the amendments that failure to object means that you agree to the amended Conditions of Use. In communicating the amendments Audi will draw your attention in particular to the individual amendments and to the consequences of failure to object. In the case of (2) the Conditions of Use are deemed to be agreed as effective between Audi and you if you actively (expressly) agree. Audi may introduce amendments that would establish new obligations for the user (such as the obligation to pay a charge for using the Audi ID and myAudi) or that would make existing obligations of the user more stringent only in accordance with (2), i.e. with the user's express consent.

10 Place of jurisdiction, applicable law

10.1 If you as a user are a merchant, a legal person under public law or an entity defined under public law, the exclusive place of jurisdiction for all claims in connection with this contractual relationship is Ingolstadt, Germany. The same place of jurisdiction applies if you have no general place of jurisdiction in Germany, you have relocated your place of residence or habitual abode out of Germany after conclusion of the contract or your place of residence or habitual abode is not known at the time the action is brought.

10.2 If you as a user are a consumer, Audi can bring an action against you only at the competent court for your place of residence or habitual abode; you can bring an action against Audi either at the competent court for your place of residence or habitual abode or at any legally permissible place of jurisdiction.

10.3 All disputes arising from or in connection with Audi Digital Twin and these Conditions of Use are governed exclusively 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 the above, if you are a consumer, the law of the country in which the consumer has their place of residence or habitual abode at the time the contract is concluded applies. The application of mandatory provisions that restrict the choice of law, and in particular the applicability of mandatory legal provisions of the country in which the consumer has their habitual abode, such as consumer protection laws, remain unaffected by this.

11 Right of cancellation

11.1 If the user is a consumer, the user has a statutory right of cancellation, which we inform you about in Section 11.2 below. You can find the sample cancellation form for this purpose in Section 11.3.

11.2 Cancellation instruction

Right of cancellation

You have the right to cancel these Conditions of Use for Audi Digital Twin within 14 days without citing any reason.

The cancellation deadline is 14 days from the day on which the contract is concluded.

To exercise your right of cancellation, you must inform us (AUDI AG, Auto-Union-Strasse 1, 85045 Ingolstadt, 0800-2834-2666328, digitalsupport@audi.de) of your decision to cancel this contract by means of an unambiguous statement (e.g. a letter sent by mail or email). You may use the attached sample cancellation form for this purpose, but this is not mandatory.

To comply with the cancellation deadline, it is sufficient that you send the communication regarding the exercise of the right of cancellation prior to expiry of the cancellation deadline.

Implications of cancellation

Should you cancel these Conditions of Use for Audi Digital Twin, we are to refund all payments that we have received from you, including delivery costs (with the exception of additional costs arising from your choice of a delivery method different from the most inexpensive standard shipment offered by us), immediately and within fourteen days beginning the day on which we receive the communication regarding your cancellation of the contract. For this refund, we will use the same payment method that you used for the original transaction unless expressly agreed with you otherwise; on no account will you be charged fees for this refund.

11.3 Sample cancellation form

(If you want to cancel the Conditions of Use for Audi Digital Twin, please fill out this form and send it back.)

--To AUDI AG, Auto-Union-Strasse 1, 85045 Ingolstadt, digitalsupport@audi.de:

I/we (*) hereby cancel the contract concluded by me/us (*) for the provision of the following goods (*) / service (*)

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

--Name of the consumer(s)

--Address of the consumer(s)

--Signature of the consumer(s), only if submitting hardcopy

--Date

(*) Cross out non-applicable items.

12 Consumer information pursuant to Regulation (EU) No 524/2013 (Online Dispute Resolution) and pursuant to Section 36 of the German Act on Alternative Dispute Resolution in Consumer Matters (*Verbraucherstreitbeilegungsgesetz -- VSBG*)

Information about the online resolution of disputes under consumer law and about alternative dispute resolution in consumer matters can be found at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

Audi will not take part in a dispute resolution suit with a consumer arbitration body pursuant to the VSBG and is not obligated to do so.