



## Porsche Sales & Marketplace Canada Ltd.

### Terms and Conditions

Porsche's Digital Marketplace Infrastructure  
(including Porsche Shop, Porsche Connect and My Porsche Portal)

POUR LES PARTICULIERS AU QUÉBEC : Pour votre commodité et votre révision, Porsche Sales & Marketplace Canada rend ces Conditions disponibles en français, disponibles à l'adresse [https://prod-slppcomm-vendors.s3.eu-central-1.amazonaws.com/legal-documents/PSMC/ca/fr-CA/T\_AND\_C-2.pdf].

#### 1.1. Scope and Definitions

- 1.2.** Porsche Sales & Marketplace Canada Ltd. located at 165 Yorkland Blvd, Unit 150, Toronto, ON M2J 4R2 (hereafter referred to as **Porsche Sales & Marketplace, PSM or We**) operates under www.porsche.ca
- (i) the My Porsche Portal (hereafter referred to as **My Porsche Portal**) and
  - (ii) various online marketplace functionalities including Porsche Shop and Porsche Connect (hereafter referred to as **Marketplace**) for the (i) sale of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products (hereafter referred to as **Products**) and (ii) provision of vehicle related and vehicle independent services (hereafter referred to as **Services**).

- 1.3.** User of the My Porsche Portal and the Marketplace may be, as defined below, (i) Customers and (ii) Sellers.

- 1.4.** **Customer** may be a (i) consumer or (ii) supplier pursuant to s. 1 of the Consumer Protection Act, 2002 (Ontario), who purchases Products and/or Services.

- 1.5.** **Seller** may be
- (i) Porsche Sales & Marketplace or
  - (ii) a third party seller (including other Porsche entities) (hereafter referred to as **Third Party Seller**),
- who provides Customers with their own Marketplace store, under which they provide and sell Products and/or Services.

- 1.6.** These T&C apply for
- (i) the use of the My Porsche Portal and the Marketplace pursuant to Section 2 by Customer, and
  - (ii) sales via the Porsche Connect Store and/or Porsche Shop pursuant to Section 3.

These T&C shall also apply to all future transactions with Customer in the My Porsche Portal and the Marketplace.

We may offer a selection of different services and products, and in such cases, additional terms of use may apply. Additional terms of use (if any) are hereby incorporated by reference into these T&C. In the event of a conflict between any term or condition of these T&C and the separate terms of use offered by Porsche Sales & Marketplace, the separate terms of use will prevail.

You agree you have full legal capacity to accept these T&C and have reached the age of majority in your jurisdiction to enter into binding contracts.

These T&C are a legal binding agreement between Porsche Sales & Marketplace or the Third Party Seller, respectively, and you. By using the Services, you agree to be bound by these T&C. If you do not agree with any of these terms, you are not permitted to access or use the Services or purchase Products that are subject to these terms.

In order to access and use certain Services, you will need to enter into separate agreements with third party service or application providers, including wireless service providers or internet services providers (each a "**Third Party Service Provider**"). You acknowledge that such separate agreements are binding agreements solely between you and the Third Party Service Provider and that Porsche Sales & Marketplace is not responsible for the terms of such agreements and has no obligations, responsibilities, or liabilities thereunder or with respect to the services provided by a Third Party Service Provider.

#### 2. Conditions of Use of the My Porsche Portal and the Marketplace for Customers

##### 2.1. Use of the My Porsche Portal

2.1.1. In order to use the My Porsche Portal you must register and create an online account with Porsche Sales & Marketplace (including by setting up a username and password) and agree to these T&C. You may also be asked to accept these T&C through your acceptance of the T&C at the time of ordering one or several PSM products from the Marketplace. These T&C is a framework agreement governing the provision, use and subscription of Products or Services.

2.1.2. The creation of a Porsche ID alone (meaning without any purchase of any Products or Services) does not impose any purchase obligation and/or payment obligation on you.

2.1.3. Activity under your Porsche ID is subject to these T&C, as may be modified by PSM from time to time. We may, at our sole discretion, modify these T&C at any time and such modifications will be effective immediately upon posting to the My Porsche Portal, along with the date on which it was most recently updated at the end of these T&C. If you do not agree with any modification, then you may not use the Services. Your continued access or use of any of the Services after our notice indicates your acceptance to the

modified T&C.

- 2.1.4. Customer is obliged (i) to provide accurate and truthful information about his/her person at the time of registration on the My Porsche Portal and (ii) in case of respective changes to correct without undue delay such information on the My Porsche Portal. Such required or mandatory information is marked as such on the My Porsche Portal or on the Marketplace. Additionally, you are responsible for maintaining the confidentiality of your Porsche ID account information, including your login ID and password, and for any and all activity that occurs under your account. You agree to notify PSM immediately upon learning of any unauthorized use of your account, login ID, or password or any other breach of security. You may not use any other User's account, login ID, or password at any time without the express permission and consent of the holder of that account, login ID, or password. PSM will not be liable for any loss or damage arising from your failure to comply with these obligations.

## **2.2. Transfer and Termination of Porsche ID-Contract**

- 2.2.1. Customer may not transfer a Porsche ID to a third party without Porsche Sales & Marketplace's approval.
- 2.2.2. Both Customer and Porsche Sales & Marketplace may terminate the Porsche ID at any time. Porsche Sales & Marketplace reserves the right to suspend or permanently disable access to the My Porsche Portal and the Marketplace. The termination of the Porsche ID shall not affect any already concluded sale contracts for Products or Services between Customer and Porsche Sales & Marketplace or Third Party Seller, as applicable. The termination of the Porsche ID takes effect immediately, unless the Customer has purchased any fixed-term Product or any fixed-term Service, in which case termination takes effect upon expiration of the remaining fixed-term.
- 2.2.3. The termination may be made in writing, via email or via the My Porsche Portal via the function "Delete Account".

## **2.3. Use of the Marketplace by Customers**

- 2.3.1. Customers with a Porsche ID-Contract may use the Marketplace. Customers without a Porsche ID may also use the Marketplace via the function "Ordering as Guest" (to the extent available).
- 2.3.2. Customer may not use or permit third parties to use Products or Services for illegal purposes. All data and information received during the use of the Marketplace is for Customer's personal use only, and in no event shall such data or information be used for business purposes or be disclosed to any third party for business purposes.

## **2.4. Porsche Sales & Marketplace's Role and Performance of Contracts concluded on Marketplace**

- 2.4.1. Porsche Sales & Marketplace is the operator of the Marketplace. Porsche Sales & Marketplace and Third Party Seller may sell Products and/or provide Services on the Marketplace. The respective product detail page identifies the applicable Seller.
- 2.4.2. Porsche Sales & Marketplace functions as an intermediary for transactions between Customers and Third Party Seller for the sale of Products or Services. Any such contract is solely concluded between Customer and Third Party Seller. Porsche Sales & Marketplace in particular does not act

as a representative of any User, in particular of any Third Party Seller. Customer shall refrain from doing anything to create a false impression that it is endorsed by, partnering with, or acting on behalf of or for the benefit of Porsche Sales & Marketplace. In particular, Porsche Sales & Marketplace shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. Porsche Sales & Marketplace does not control nor verify the information which Third Party Seller or any Customer provide. For contracts entered into between Customer and Third Party Seller further terms may apply, such as terms of use or terms of sale, which are indicated on the respective product detail page.

- 2.4.3. In case of an order by Customer, Porsche Sales & Marketplace shall notify the Third Party Seller and provide it with the transaction data (e.g. Customer's name) required for the conclusion and performance of the contract.
- 2.4.4. In case of any disputes arising from a contract for Products or Services, Seller and Customer must directly cooperate together to find a solution.

## **2.5. Porsche Sales & Marketplace's Liability for the use of the Marketplace and Porsche ID**

- 2.5.1. Porsche Sales & Marketplace disclaims and accepts no liability for the accuracy and completeness of data and information provided by Customer and Third Party Seller.
- 2.5.2. The warranty and liability provisions set forth in Section 3.11 below also apply to your use of the My Porsche Portal and Marketplace.

## **2.6. IP Rights**

Notwithstanding the foregoing, Customer shall respect and shall not to infringe on intellectual property rights, including but not limited to copyrights, designs, trademarks and patents, (hereafter referred to as **IP rights**) of Porsche Sales & Marketplace, other Users and other third parties. Customer shall indemnify and hold harmless Porsche Sales & Marketplace from all claims that other Users or other third parties assert against Porsche Sales & Marketplace due to a violation of their IP rights insofar as Customer is responsible for such infringement. Customer assumes the costs of the necessary legal defense of Porsche Sales & Marketplace including all court and attorney fees.

Porsche Sales & Marketplace shall not be deemed to adopt any content relating to IP rights of third parties or other Users as its own.

## **2.7. Data Protection**

We abide by our privacy policy which can be found at any time at <https://www.porsche.com/canada/en/privacy-policy/> applies to the use of My Porsche Portal and the Marketplace, and its terms are made a part of these T&Cs.

## **2.8. Use of Data**

- 2.8.1. In connection with the use of the My Porsche Portal and the use of the Marketplace, in particular by purchasing Products or Services on the Marketplace, certain data - potentially also personal data - may be collected in order to perform the respective contract for purchased Products or Services. It may for example be necessary depending on the purchased Product or Service for the provision of such Product or Service to collect the status of certain parts or to collect data on the environment and

to analyze such data.

2.8.2. Porsche Sales & Marketplace may use data as indicated in No. 2.8.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Products or Services and (ii) for other commercial purposes.

2.8.3. For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche Sales & Marketplace or other Porsche entities in this context and - to the extent such data is anonymized (see No. 2.8.2) - to other third parties.

## 2.9. Applicable Law and Jurisdiction

2.9.1. The laws and the courts of the Province of Ontario, Canada shall govern these T&C, and any disputes arising out of or relating to these T&C.

2.9.2. For all disputes arising from or in relation to this contractual agreement, Ontario law and the federal laws of Canada apply under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of these Canadian laws, Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the jurisdiction in which the consumer has its habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the jurisdiction in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.

## 3. Conditions of Sales via the Marketplace

### 3.1. General

3.1.1. On the Marketplace, Porsche Sales & Marketplace provides the Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche Sales & Marketplace provides (i) vehicle related and vehicle independent services (hereafter referred to as **Porsche Connect Services**) and (ii) other products and services (hereafter referred to as **PSM Products**).

3.1.2. On the Marketplace, Porsche Sales & Marketplace provides the Customers with the **Porsche Shop** in which Porsche Sales & Marketplace provides (i) Products for sale including but not limited to Porsche Lifestyle, Tequipment, Classic Parts and Charging hardware for home delivery, dealer pick-up or dealer installation, if applicable.

3.1.3. In addition to the foregoing provisions, this Section 3 applies to the use of the Porsche Connect Store, the ordering and use of Porsche Connect Services as well as the purchase and use of PSM Products by a Customer of Porsche Sales & Marketplace (hereafter referred to as **PSM Customer**). A PSM Customer is a Primary User, a Secondary User and a General User as defined under Section 3.2. Porsche Sales & Marketplace offers a selection of different services and products that may be subject to additional terms and conditions.

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### 3.2. Primary and Secondary Users, General Users

3.2.1. **Primary User** in relation to a Connectable vehicle (that is, a Porsche with which Porsche Connect Services may be used) is the PSM Customer who

is a party to these T&C and who may be one of the following: (a) the owner, (b) the primary custodian/User of the vehicle if not the owner and/or (c) a member of a user group which is explicitly permitted by Porsche Sales & Marketplace as Primary User (in particular lessees or employees which are provided with a company car). A Connect-able vehicle is permitted to have only one Primary User. The complete scope of functions of the My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services subscription is available to the Primary Users, and the subscription and configuration of the vehicle-related and vehicle-independent Porsche Connect Services and PSM Products is tied to the Primary User.

3.2.2. **Secondary User** in relation to a Connect-able vehicle is a PSM Customer, who is not a Primary User but who is authorized as Secondary User by the Primary User and who has concluded a Porsche ID-. The scope of functions of the My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services subscription depends on the scope of rights granted to you by the Primary User and/or the system to the Secondary User. Vehicle-related services subscriptions are not available to a Secondary User, but the Primary User may grant certain rights in vehicle-related services to the Secondary User. The subscription and configuration of vehicle independent Porsche Connect Services and PSM Products, however, is available to the Secondary User.

3.2.3. **General User** is a PSM Customer who is neither Primary nor Secondary User one of a Connect-able vehicle. A General User may use only a limited scope of functions available from the Porsche Connect Store. Vehicle-related Porsche Connect Services subscriptions are not available to General Users, although the subscription and configuration of vehicle-independent Porsche Connect Services and PSM Products are available to General Users.

3.2.4. These T&C apply to all third party Users of the Services under your Porsche ID. You are responsible for (i) all activities of Users that access or use the Services under your Porsche ID, (ii) informing other Users that their access and use of the Services is subject to these T&C, and (iii) ensuring that such Users comply with these T&C.

### 3.3. Ordering Services/Products

3.3.1. The presentation of Porsche Connect Services and PSM Products in the Porsche Connect Store does not constitute binding offers by Porsche Sales & Marketplace to enter into a sales contract. The PSM Customer may choose Porsche Connect Services or PSM Products from the product range in the Porsche Connect Store and add them into your online shopping cart via the "Add to Cart" button (or similar). You will have the opportunity to review your order before it is submitted. All Porsche Connect Services or PSM Products selected by the PSM Customer, their total price including applicable taxes as well as duties, charges and shipping costs are again displayed in an order overview to the PSM Customer for review. Your order will be submitted after you (i) click the "Confirm Purchase" button (or similar), and (ii) accept these T&C by clicking on the corresponding button. By placing an order via the Porsche Connect Store, you confirm that you have read these T&C, and you agree to be bound by and accept these T&C.

3.3.2. Porsche Sales & Marketplace shall confirm receipt of the PSM Customer's order by e-mail. However, pursuant to Section 3.3.1, your placement of an order will not necessarily ensure that we will accept your order. Orders are subject to acceptance by us and we may, at any time and in our sole discretion, refuse to accept your order.

3.3.3. If the Porsche Connect Services or PSM product ordered by the PSM Customer cannot be delivered, e.g., because the corresponding goods are

not in stock, or the Porsche Connect Services cannot be provided, Porsche Sales & Marketplace may refrain from accepting the order. In this case, Porsche Sales & Marketplace shall inform the PSM Customer thereof without undue delay. If we do not accept your order, we will contact you at the email address or telephone number provided.

### 3.4. Subscription to Porsche Connect Services

- 3.4.1. A Primary User may subscribe to individual or multiple Porsche Connect Services through the Porsche Connect Store in accordance with these T&C and any applicable terms of use (which are available in the Porsche Connect Store.)
- 3.4.2. Availability, description, term, prices and payment terms of the Porsche Connect Services are detailed in the Porsche Connect Store and may be specified in the further terms of use. The availability of vehicle related Porsche Connect Services depends on the equipment of the respective vehicle.
- 3.4.3. Porsche Sales & Marketplace, in its sole discretion, reserves the right to change or modify the Services, in whole or in part, at any time and without notice or liability to you. Porsche Sales & Marketplace may be required from time to time to suspend or limit your access to or use of the Services without further notice to you and without liability to you, to address system issues, issues with your Porsche ID, or other issues that may impact the performance, enjoyment, or security of the Services.
- 3.4.4. Vehicle-related Porsche Connect Services may be ordered only by a Primary User for a Connect-able vehicle for which a respective Vehicle Link exists in the My Porsche Portal (see Section 3.4.5). Such Services are vehicle-bound and may not be transferred to, or used in, another Connect-able vehicle. This also applies if the Primary User of the respective Connect-able vehicle is also a Primary User of another Connect-able vehicle at the same time.
- 3.4.5. The PSM Customer may view on the My Porsche Portal which vehicles (if any) are linked with its Porsche ID (hereafter referred to as Vehicle Link) and whether they are defined as Primary User or Secondary User for such Vehicle Link(s). If a Primary User's Vehicle Link is not displayed on the Primary User's My Porsche Portal, the Primary User may request on the My Porsche Portal or through a Porsche Center the setup of the Vehicle Link. Pursuant to Section 3.8.1, the set-up of the Vehicle Link may be subject to the provision of evidence of ownership of the vehicle by the Primary User and, in case of a used vehicle, the deletion of the relevant Vehicle Link by the previous Primary User.

### 3.5. Your Responsibilities

- 3.5.1. Always drive safely and obey all laws, traffic rules and regulations while operating any services or connected devices from your vehicle. Failure to operate services or connected devices in a safe and lawful manner may result in an accident. Your use of the services or connected devices is at your sole risk and sole responsibility.
- 3.5.2. The Products and Services are protected by IP rights. You may not copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use (except as expressly set out herein) or claim any right in any aspect of the Products and/or Services, including the content, features, text, images, audio, and video without PSM's express, prior written permission. Any trademarks, logos, and service marks, or other indicia of ownership displayed in connection with the Products and/or Services are the

registered and/or unregistered trademarks ("Marks") of PSM, its affiliates or other third parties. Nothing contained in the Products or Services gives you any license or right to use or display any such Marks without the written permission of PSM or the other owner thereof and your use of the Marks is expressly prohibited.

- 3.5.3. Customer agrees that Customer will not directly or indirectly engage in the following conduct: (i) harm or disrupt the operation or performance of the Services, or harm or disrupt the use of the Services by others; (ii) intercept any network connection or other communication; (iii) misrepresent your identity or impersonate any person to attempt to gain access to the Services; (iv) upload or distribute malware, viruses, Trojan horses, worms, or any other similar applications that may damage the operation of the Services; (v) circumvent, disable, or otherwise impair the functionality or security of the Services; (vi) circumvent any copy protections of the Services; (vii) remove or modify any copyright notices, Marks or other proprietary rights notices contained in the Services, or (viii) otherwise use or access the Services in a manner that would violate these T&C.

### 3.6. Automatic Renewal of the Subscription to Porsche Connect Services

- 3.6.1. Subject to the rights of termination or cancellation described in sections 3.9 and 3.10.1, the primary user and Porsche Sales & Marketplace may execute an agreement for a fixed-term Porsche Connect Service with automatic renewal provisions. Upon the expiration of the initial term for such Porsche Connect Services, the term may be automatically renewed for the term and rate specified in the further Terms of Use for Porsche Connect Services and pricing terms available on the portal and store.
- 3.6.2. Pursuant to section 3.9, the right of termination can be exercised by contracting Porsche Sales & Marketplace in writing (Porsche Sales & Marketplace Canada, Ltd. (165 Yorkland Blvd, Unit 150, Toronto, ON M2J 4R2) or email (shop@porsche.ca) or via the function "Terminate automatic renewal" accessible through the Porsche Connect Services.

### 3.7. Sales of PSM Products

- 3.7.1. One or more PSM Products may be separately purchased in the Porsche Connect Store and/or Porsche Shop in accordance with these T&C and further terms of use. Insofar a provision of these T&C conflicts with the further terms of use, the further terms of use shall prevail.
- 3.7.2. Availability, description, (as the case may be) term, purchase price, payment and delivery terms of the PSM Product are detailed in the Porsche Connect Store and/or Porsche Shop and may be specified in the further terms of use.
- 3.7.3. In addition to the terms contained herein, there are additional terms governing payment options, shipping/delivery, warranty and the likes. Additional terms may be found under the [Help Section](#) and [warranty terms](#) may be found under Legal Information. By ordering and/or accepting delivery of any PSM product, you agree to be bound by all applicable terms. The applicable terms are subject to change without prior notice at any time, in PSMC's sole discretion, so you should review all applicable terms each time you make a purchase.

### 3.8. Sale and/or permanent transfer of the vehicle

- 3.8.1. In case of sale or permanent transfer of a Connect-able vehicle to a third party (hereafter referred to as **Used-Car Purchaser**) the Primary User has (i) to delete the respective Vehicle Link on the My Porsche Portal and (ii) to inform the Used-Car Purchaser on any existing Porsche Connect Services for the

respective Connect-able vehicle.

- 3.8.2. In case of sale or permanent transfer of a Connect-able vehicle, the Primary User - in addition to its termination rights of the Porsche ID-Contract pursuant to Section 2.2.2 - may terminate all Porsche Connect Services concerning the relevant vehicle with 2 weeks' notice to the end of the calendar month. Insofar as a Porsche Connect Service is terminated before the end of its term pursuant to the foregoing sentence, there will be no reimbursement (pro rata or otherwise) of the prepaid payment. The Used-Car Purchaser may however make use of the remaining term if it registers for a Porsche ID and orders the respective Porsche Connect Service. The Primary User is free to make an arrangement with the Used-Car Purchaser with respect to a possible compensation in the amount of the remaining value of the Porsche Connect Services Term and Termination of the Porsche Connect Services

### 3.9. Term and Termination of the Porsche Connect Services

- 3.9.1. PSM Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) may terminate a free of charge Porsche Connect Service without an agreed minimum term by providing 14 days notice to the end of the calendar month. To the extent permitted by applicable law, Porsche Sales & Marketplace may terminate a free of charge Porsche Connect Service without an agreed upon minimum term immediately and at any time with or without notice.
- 3.9.2. A PSM Customer (with regard to a vehicle-independent service) or the Primary User (with regard to a vehicle-related service) may terminate a fixed-term Porsche Connect Service (that is, a Porsche Connect Service for which a fixed term with an automatic renewal of such term is agreed) only by providing at least 14 days notice prior to the end of the term of such fixed-term Porsche Connect Service, if otherwise the term would be automatically renewed. To the extent permitted by applicable law, Porsche Sales & Marketplace may terminate a fixed-term Porsche Connect Service (i) immediately with or without notice if PSM determines, in its sole judgment, that the PSM Customer or the Primary User has violated these T&C, or (ii) without cause upon 14 days prior notice to you.
- 3.9.3. In case of a termination of the Porsche ID-Contract pursuant to Section 2.2, the Porsche Connect Services will in any case be provided to the PSM Customer in accordance with the respective applicable provisions of these T&C until the end of the respective term or their termination pursuant to Section 3.9.1 to 3.9.2.
- 3.9.4. The termination pursuant to Section 3.8.2 as well as Section 3.9.1 to 3.9.2 may be made in writing, via email or via the Porsche Connect Store via the function "Terminate Automatic Renewal".

### 3.10. Cancellation of the Services and Return of Products

- 3.10.1. **Cancellation of Porsche Connect Services.** Except as otherwise set forth in the Terms of Use for an individual Service, you have the right to cancel these T&C for Services you purchased from PSM for any or no reason within 14 days after you subscribe to the Services. To exercise this right, you must inform us of your desire to cancel the Services either via mail (165 Yorkland Blvd, Unit 150, Toronto, ON M2J 4R2), phone (1 800 PORSCHE), or email (shop@porsche.ca). If you cancel these T&C for Services during such cancellation period, Porsche Sales & Marketplace shall refund you the payments Porsche Sales & Marketplace received from you; provided, that if you began to use the Services within the 14 day cancellation period, we shall refund the amount after deducting a pro-

rated portion of the value of the Services used during the 14 day cancellation period. Porsche Sales & Marketplace will provide such refund within 14 days from the date in which Porsche Sales & Marketplace was informed about your decision to cancel these T&C. Porsche Sales & Marketplace will carry out such refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, we will not charge any fees as a result of such refund.

- 3.10.2. **Return of Products.** You have the right to return any Products you purchased from PSM for any or no reason within 30 days after your purchase date. To exercise this right, you must inform us of your desire to cancel via mail (165 Yorkland Blvd, Unit 150, Toronto, ON M2J 4R2), phone (1 800 PORSCHE), or email (shop@porsche.ca) and return the Products within 30 days after your purchase and/or delivery date. In order to receive a refund, all returned Products must be in their original and unused condition. We will provide you with a refund approximately 15 days after products arrive and are processed by PSM. We will carry out such refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

### 3.11. Warranties, Liability and Indemnity

- 3.11.1. **No Warranties.** To the maximum extent permitted by applicable law, Porsche Sales & Marketplace makes no representations or warranties, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, quality, accuracy, and availability concerning the products and/or services. To the maximum extent permitted by applicable law, the products and/or services are provided "as is", "with all faults" and "as available". Some jurisdictions do not allow limitations of implied warranties, so certain limitations stated above may not apply to you, in which case Porsche Sales & Marketplace's warranties shall be limited to the extent permitted by applicable law.
- 3.11.2. The entire liability of Porsche Sales & Marketplace and its parent, affiliates, and their respective officers, directors, employees, representatives, licensees, authorized designees, successors and assigns (the "PORSCHE GROUP"), for all damages of every kind and type (whether such damages arise in contract, tort or otherwise) shall be limited to (A) the total amount actually paid by you for the products or services or (B) the proportionate amount of the service charges attributable to the affected period; provided, however, if the products or services are proved to you without charge, than the Porsche Group shall have no liability to you whatsoever. The foregoing terms set a limit in the amount of damages payable and are not intended to establish liquidated damages. You expressly recognize and acknowledge that such limitation of liability (I) is an essential part of these T&C and Porsche Sales & Marketplace's provision of the products or services to you, and (II) is an essential factor in establishing the price of the products or services. In addition, Porsche Group accepts no liability for the accuracy and completeness of data and information provided via the Products or Services by third parties.
- 3.11.3. To the maximum extent permitted by applicable law, in no event will Porsche Group be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages arising out of or relating to the products or services (including without limitation lost profits, lost revenue, loss of goodwill, loss of data or user content, or business interruption), even if Porsche Group is apprised of the likelihood of such damages occurring.
- 3.11.4. The limitations set forth in this section will not limit or exclude liability

for the gross negligence, international misconduct or fraud of Porsche Sales & Marketplace.

3.11.5. **Indemnity.** In consideration of Porsche Sales & Marketplace's provision of the Products or Services to you and the rights granted to you, to the maximum extent permitted by law and unless prohibited by law, you agree to indemnify the Porsche Group and hold the Porsche Group harmless from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from, any third party claim or demand made to or against Porsche Group: (i) arising out of your failure to comply with these T&C; (ii) arising out of your negligence, willful misconduct, or fraud; or (iii) arising out of the negligence, willful misconduct, or fraud of any other person accessing or using the Products or Services through your Porsche ID. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your use of the Products or Services.

### 3.12. CUSTOMER SERVICE

In case of questions, claims or complaints, please contact our customer service by

- (i) e-mail: [shop@porsche.ca](mailto:shop@porsche.ca) or
- (ii) 165 Yorkland Blvd, Unit 150, Toronto, ON M2J 4R2
- (iii) 1 800 PORSCHE

### 3.13. Applicable Law

3.13.1. These T&C and any disputes arising out of or relating to these T&C, shall be governed by the laws of the Province of Ontario, Canada.

### 3.14. Final Provision

3.14.1. If a provision of the sales contract and/or these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.