

## Conditions of Use for myAudi

Thank you for choosing the services of AUDI AG. The following Conditions of Use (“**Conditions of Use**”) apply for the use of the myAudi platform (“**myAudi**”) by you as the user (“**User**”, “**you**”), which is provided to you by AUDI AG, Auto-Union-Straße 1, 85057 Ingolstadt (“**Audi**”) on the basis of the following Conditions of Use.

Please read through these Conditions of Use carefully.

By using the service “Functions on Demand” (FOD) you declare your consent to the following Conditions of Use.

You can access, save and print out these Conditions of Use at any time via the “Conditions of Use” link available on myAudi.

### 1. Scope of application and purpose of myAudi

- 1.1 myAudi is provided to you free of charge by AUDI AG, Auto-Union-Straße 1, 85057 Ingolstadt, entered in the commercial register of the District Court of Ingolstadt under commercial register No. 1. Your contract partner for the use of myAudi is AUDI AG.
- 1.2 With myAudi you can call up information on your vehicle centrally from all over the world or activate and manage vehicle functions. The management options depend on your vehicle’s equipment and the respective country in which your myAudi account is registered. You also receive access to digital services relating to your Audi vehicle.
- 1.3 Via myAudi you can also purchase certain additional functions for your vehicle (e.g. Functions on Demand) from selected importers (collectively **Contract Partners**) in market places linked with myAudi (e.g. myAudi Shop). For clarification: In these cases, the contract for Functions on Demand is concluded outside Germany directly between you and the Contract Partner according to the contractual conditions agreed with you. Audi is not a party to the respective contract. Within Germany the contract is concluded with Audi. In both cases Audi stores the data provided by you in the context of concluding the contract, e.g. your invoice data, centrally in Audi systems and in a way that is visible for you in myAudi, so that you can re-use this data for your next order in one of the market places and do not need to re-enter this. Via myAudi you also obtain a central overview of the history of the orders effected in the different market places.
- 1.4 Some services or functions that you can use in myAudi and/or that are available to you via myAudi may be subject to additional conditions of use and/or contractual conditions.

### 2. Use of myAudi

- 2.1 Audi grants you a non-exclusive and non-transferable right to use myAudi appropriately in accordance with these Conditions of Use.

- 2.2 Insofar as is technically and economically feasible, Audi will endeavour to guarantee that myAudi functions as smoothly as possible.
- 2.3 It is prohibited to use myAudi in contravention of these Conditions of Use or legal regulations. You must not use your myAudi account in contravention of these Conditions of Use and must refrain from actions which affect or might affect its functionality (e.g. by modification of the software or execution of other scripts). You must not make any modifications or additions or act in any other way that affects or endangers the proper operation of myAudi.
- 2.4 Irrespective of the further contractual or legal rights of Audi, Audi is entitled to revoke your right to use myAudi for good cause by blocking access to myAudi. A good cause exists in particular, if when using myAudi you breach your duty of care in handling the access data or if you have violated applicable law or these Conditions of Use.
- 2.5 Audi can further develop myAudi at any time and add, modify or remove individual functions. There is no entitlement to the retention of a particular range of functions. A full discontinuation of myAudi, however, shall occur only following a prior termination.

### **3. Your myAudi account**

- 3.1 You can register for a myAudi account even if you are not the owner of an Audi vehicle. However, you can only use certain functions in myAudi, e.g. administration of your vehicle functions, if you own an Audi vehicle.
- 3.2 You are responsible for ensuring that the data you transmit to Audi is correct.
- 3.3 To register for myAudi you need to provide your country, your language, your title, your name (first name and surname), your email address and a password chosen by you. Audi will send you a confirmation link by email which is valid for a short time. By clicking on the confirmation link your registration for your myAudi account will be complete. You have the option to store additional data at the time of registration, e.g. your address, in your myAudi account. The storage of this data enables other services and functions used by you to apply this data without your re-entering this data, if you consent to this use in the individual case.
- 3.4 The password for access to myAudi must be chosen in such a way that it cannot easily be guessed by third parties. It is your responsibility to protect your access data from being accessed by unauthorised persons and to treat this data confidentially. The password in particular must be treated in strictest confidence. You commit to assuming responsibility for all activities that take place during the use of your myAudi account or password as a result of your fault. You agree to take all necessary steps to ensure that the password is kept in a confidential and secure way, and to inform Audi immediately (at [kundenbetreuung@audi.de](mailto:kundenbetreuung@audi.de)) if you have reason to believe that your password has become known to someone else, or was used or could be used without authorisation.
- 3.5 If you have forgotten your password, you can request a new password by using the form to reset the password on the login screen in myAudi.

## **4. Privacy**

4.1 Audi protects your personal data and processes this only where this is legally permissible or you have consented to this use; more information on this can be found in the “myAudi Data Protection Information”. Audi has all rights, in particular usage rights, to other data, in particular technical data which either does not have a personal reference or where the personal reference have been removed (anonymised data). If this is not the case, the User grants Audi in this respect the non-exclusive, transferable and sub-licensable right, unrestricted in terms of time and content, to use this data insofar as it is necessary for providing myAudi.

## **5. Copyright**

5.1 All texts, pictures and other works published on myAudi are—unless indicated otherwise—subject to the copyright of Audi. Without written consent from Audi you are not entitled to duplicate, disseminate, store, transmit, send, reproduce and/or forward, change, remove, translate or remove parts of the content of myAudi.

5.2 Audi does not grant you any further rights of any kind except the usage rights or other rights granted in these Conditions. In particular, Audi does not grant you any rights to company names, logos or other trademarks or to other intellectual property rights such as copyrights, patents, utility models or design rights.

## **6. Validity period**

6.1 Both contracting parties have the right to terminate the usage agreement at any point without stating the reasons for this. This is possible via the “Delete myAudi Account” function. Please note that by deleting the account all personal data, including the data stored about your vehicles, will be deleted. In addition, after deleting the account, you will no longer be able to use the Audi connect services associated with myAudi or book any Functions on Demand.

6.2 Audi can terminate the usage agreement for myAudi by a declaration made to you (in writing, by email or SMS) at any time while complying with a termination notice period of 6 (six) weeks. If myAudi is absolutely necessary for the use of a service linked to the account, the termination will become effective no earlier than the time at which the duty to provide this service ends.

6.3 The statutory right of termination of both parties for good cause shall remain unaffected.

6.4 Notwithstanding Audi’s statutory right of termination for good cause, Audi has the right to terminate the usage agreement immediately without a notice period, namely, if (i) you violate applicable laws or (ii) there are technical or legal circumstances that are outside Audi’s control and which result in Audi having to suspend the provision of myAudi for all users or specifically for you.

## **7. Liability of Audi**

- 7.1 Subject to Section 7.2, Audi's liability to you on the basis of or in connection with the provision of myAudi to you in the case of a slightly negligent breach of an essential contractual duty pursuant to these Conditions of Use is limited to such damages that are foreseeable and typical for a contract of this kind. An "essential contractual duty" according to these Conditions of Use is a duty, the fulfilment of which is essential for the proper provision of services according to these Conditions of Use and the violation of which jeopardises the purposes of these Conditions of Use and upon compliance with which, you, as the User, may normally rely. Audi rules out any liability on its part and the liability of third-party holders of rights for the slightly negligent breach of a non-essential contractual duty.
- 7.2 Audi's liability and the liability of third-party holders of rights for gross negligence or intentional actions or for injury to life, the body or health is neither ruled out nor limited by these Conditions of Use.
- 7.3 Insofar as Audi's liability is limited or excluded, this also applies for the liability of legal representatives, employees and vicarious agents of Audi.
- 7.4 You undertake to compensate Audi without limitation in terms of all damages, costs and expenses, including reasonable legal costs, which are incurred as a result of your negligent or intentional breach of these Conditions of Use.

## **8. Change to the Conditions of Use**

Audi can adjust these Conditions of Use in a reasonable way with effect for the future, for example, to take into account changes to the legal framework or to ensure the better functionality of myAudi. You should therefore check these Conditions of Use on a regular basis. We will publish information on changes to these Conditions of Use on this page. The changes are considered to be accepted if you do not object within thirty (30) days of the notice, provided that Audi informs you of the consequence of failure to object in the notice.

The use of myAudi is and remains, of course, free of charge for you at all times. This does not apply for the use of services and functions linked to myAudi that may be subject to a charge.

## **9. Applicable law and place of jurisdiction**

- 9.1 If you use myAudi in the capacity of a merchant, the exclusive place of jurisdiction for all claims relating to myAudi is Ingolstadt, Germany.
- 9.2 If you are a consumer, AUDI AG can only sue you at the court having jurisdiction for your residence or usual residence; by contrast, you may sue AUDI AG, in addition to the court with jurisdiction for your residence or usual residence, at any legally permitted place of jurisdiction.
- 9.3 For all disputes arising from or in connection with myAudi and these Conditions of Use the law of the Federal Republic of Germany applies exclusively; the application

of the UN Convention on the International Sale and Purchase of Goods (CISG) is excluded. If you are a consumer, by deviation from this, the law of the country in which you are resident or usually resident at the time of contract conclusion applies.

## **10. Dispute settlement**

AUDI AG is neither willing nor obligated to participate in a dispute resolution process before a consumer arbitration body.