

## Terms of Use for myAudi and the Audi ID

AUDI AG, Auto-Union-Straße 1, 85057 Ingolstadt, registered in the commercial register of the local court Ingolstadt under number HRB 1, (hereinafter referred to as "**Audi**") provides to the user ("**User**," "**You**") the myAudi Portal or the myAudi App ("**myAudi**") as well as the Audi ID, based on the following terms of use (hereinafter referred to as "Terms of Use").

These Terms of Use apply to the use of myAudi including all related services or functions (hereinafter referred to as "**Additional Functions**") such as the use of the myAudi Shop (hereinafter referred to as "**myAudi Shop**") for booking digital products and services such as Audi connect products and services (hereinafter referred to as: "**Digital Products and Services**") and the use of the Audi ID. Special conditions may apply to individual additional functions that take precedence over these Terms of Use. For instance, additional ordering and usage terms apply to the booking of Digital Products and Services, which You can call up during the ordering process.

You can access, save and print out these Terms of Use at any time using the "Terms of Use" link available on myAudi or AUDI ID.

### 1. Scope and purpose of myAudi and the Audi ID

1.1 Audi offers You the use of the Audi ID and myAudi free of charge. The contracting party for the use of myAudi and the Audi ID is Audi.

1.2 The Audi ID represents the account with which You can use the myAudi system world. With myAudi, You can centrally access information about your vehicle or activate and administrate vehicle functions worldwide. The administration options depend on the vehicle equipment and the country in which You have registered for myAudi using your Audi ID. You also get access to digital offers related to your vehicle.

1.3 Furthermore, You can use myAudi to obtain certain additional functions for your vehicle (e.g. Digital Products and Services) from Audi or from selected contract partners (collectively the "**Contract Partners**") in marketplaces linked to myAudi (e.g. myAudi Shop) or third-party websites that are not operated by Audi itself (hereinafter referred to as "**Third Parties**"), where applicable for a separate fee.

The contract for booking and using additional functions is concluded directly between You and the Contract Partner offering the respective additional function, in accordance with the contractual terms agreed with them. Audi is not a party to the respective contract. This does not apply to the myAudi shop operated by Audi for the German market. In this case, Audi is a direct party to the respective contract as an exception. In both cases, Audi stores the data You specified when

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entering into the contract, e.g. your invoice data, centrally in Audi systems and visible to You in your Audi ID.

## **2. Requirements for using myAudi**

2.1 In order to make the functions of myAudi available to the User, the User must create an Audi ID. The Audi ID forms the account for the use of myAudi.

2.2. To set up an Audi ID, the steps described under 4) must be followed. The User must also agree to these Terms of Use.

2.3. The Audi ID consists of a log-in functionality and a profile. The Audi ID is a single sign-on (SSO) solution - that is, you can use just one user ID for a variety of Audi and third-party services, even outside of the myAudi system world (hereinafter referred to as "**Services**") to the extent that these Services provide the Audi ID as a log-in option. In this case, You do not have to re-register with your data and provide personal information again. You can find more information on the processing of your personal data in the privacy policy for myAudi Portal [my.audi.com/privacy](https://my.audi.com/privacy). By creating an Audi ID and using your Audi ID, myAudi and the Services, you consent to Audi collecting, using and disclosing your personal data as set out in that privacy policy.

2.4. If applicable, some Services that You can register with using your Audi ID are subject to additional terms of use of Audi or Third Parties. In case of contradiction of the additional terms of use to these myAudi Terms of Use, the latter shall take precedence.

2.5. The contract for the use of myAudi is concluded between the User and Audi by agreeing to these Terms of Use when setting up the Audi ID. The Audi ID and the contract for the use of myAudi do not constitute an acceptance and/or payment obligation of the User.

2.6. The content of the Audi ID and the contract for the use of myAudi are based on these Terms of Use in the version applicable at the time the contract was concluded.

## **3. Use of myAudi and the Audi ID**

3.1. Audi grants You a non-exclusive and non-transferable right to appropriately use the Audi ID and myAudi in accordance with these Terms of Use.

3.2. It is prohibited to use the Audi ID or myAudi in violation of these Terms of Use or statutory provisions. Do not use your Audi ID or myAudi in violation of these Terms of Use and refrain from doing anything that impairs or could impair the functionality (e.g. by modifying the software or executing other scripts). It is

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prohibited to use myAudi on devices on which the device manufacturer's protections have been bypassed or removed (e.g. "jailbreaking," "rooting"). You must not make any changes or additions or act in any other way that would impair or endanger the proper operation of the Audi ID or myAudi.

3.3. The use of the Audi ID and myAudi is only possible if the User has reached the legal age of majority in the User's jurisdiction of residence.

3.4. Audi can further develop the Audi ID and myAudi at any time and add, change or remove individual functions. There is no right to retain a certain range of functions. However, a complete discontinuation of the Audi ID and or of myAudi will only take place after prior notice of termination.

3.5 When using the Audi ID in connection with myAudi and related services, You undertake to comply with all applicable provisions of foreign trade law and export control. You are also responsible for complying with the local laws applicable to You regarding the import, export or re-export of the Audi ID in connection with myAudi and related Services as well as the associated software and technology. Furthermore, You expressly confirm that according to applicable export control or sanction regulations, You are not prohibited from receiving and using the Audi ID in connection with myAudi and related Services, including the associated software or technologies. If this is not the case, we are entitled to terminate existing contracts with You - in particular these Terms of Use and any related agreements - and to block access to the Audi ID and all associated Services for You.

#### **4. Creation of an Audi ID and use of myAudi**

4.1. You can register for an Audi ID and use myAudi even without owning a vehicle. However, You can only use certain functions in myAudi, e.g. managing your vehicle functions, if You own a vehicle and are registered as a so-called primary user. The procedure of this verification process can vary from country to country.

4.2. The User is responsible for ensuring that the data they transmit to Audi is correct. In particular, the User is obliged to provide truthful information when registering with myAudi using the Audi ID and to correct the information in the event of corresponding changes without undue delay.

4.3. To register an Audi ID, You first need to enter your email address and a password of your choice. Audi will then send You a confirmation link that is valid for a maximum of 14 days after receipt. Clicking on the confirmation link lets You continue your registration by creating your profile by specifying the country, your language, your salutation and your name (first and last name). Optionally, You can store additional data in your Audi ID, such as your address, when You register.

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The storage of this data allows other Services and functions that You use to use this data without having to re-enter it. For Services and functionalities of third parties, you need to declare your consent for this use individually. Again, Audi will process your personal data in accordance with the privacy policy for myAudi Portal [my.audi.com/privacy](https://my.audi.com/privacy), and as permitted or required by applicable privacy and data protection laws.

4.4. The password for the Audi ID must be chosen so that it is not easy for third parties to guess. It is your responsibility to protect your access data from unauthorized access and to treat it confidentially. In particular, the password is to be treated as strictly confidential. You commit to take responsibility for all activities that take place using your Audi ID or password and using myAudi as a result of your culpability. You agree to take all necessary steps to ensure that the password is treated confidentially and securely. If You have reason to believe that your password has become known to someone else or if the password has been or could be used by unauthorized persons, change your password under "Reset password" without undue delay.

4.5. If You have forgotten your password, You can request a new password using the "Forgot password" function during the log-in process for your Audi ID. Alternatively, contact our customer service at [audicarecanada@audi.ca](mailto:audicarecanada@audi.ca).

4.6. You have the option to view the Services of third parties linked to your Audi ID in your Audi ID in the menu (Portal: under Account and here under Account Settings, in the App: under Settings and here under Account Settings) under Linked Applications and remove them if desired.

If You remove a Service of a third party from the Audi ID, You can no longer log in to this Service with the Audi ID. If You want to continue using the Service after You have already removed it with your Audi ID, You have to log in to this Service again with your Audi ID. Your data will be stored in the Audi ID for the duration of the business relationship. You also have the option of creating an additional Audi ID to register for this Service. Each new Audi ID also represents a new access to myAudi that is independent of the previous Audi IDs.

You can also delete your Audi ID entirely. As soon as You have deleted your Audi ID, You can no longer use this Audi ID to log in to the Services you have linked to this Audi ID or use myAudi with this Audi ID. If your Audi ID is used to fulfill existing contractual obligations towards You (e.g. for paid Services), the Service must be terminated beforehand. If the Service is terminated, your Audi ID can only be deleted when the term of this Service has expired (if several Services are used, when the longest term expires).

You consent to Audi collecting, using, disclosing and processing your personal data for the purposes described in the privacy policy for myAudi Portal [my.audi.com/privacy](https://my.audi.com/privacy). Audi may also collect, use, disclose and process your

personal data as required or permitted by applicable privacy and data protection laws.

## **5. Intellectual Property**

Audi, its respective licensors as well as the contractual partners retain all copyrights, exploitation and other property rights to the contents of Audi ID and myAudi, in particular texts, illustrations, designs, graphics, layouts, images, images, tools, audio and video content and the selection and arrangement thereof as well as all other information in the Audi ID and in myAudi (collectively the "Contents of the Audi ID and myAudi"). Contents of Audi ID and of myAudi may not be reproduced, copied, reproduced, distributed, rented, lent, presented, shown to the public, made publicly available, edited, adapted, redesigned or used in any other way without the prior written consent of Audi. The User is only permitted to use the Contents of Audi ID and of myAudi in accordance with their above-mentioned purpose (cf. section 1 of the Terms of Use). No further rights are granted to the User beyond the usage rights expressly granted in these Terms of Use. The rights to all marks used in Audi ID and myAudi (trademarks, business names and titles) are reserved by their respective owners.

## **6. Term**

6.1. Each Party is entitled to terminate the Terms of Use for myAudi and Audi ID without giving reasons. The User can do this at any time using the "Delete account" function. Please note that when the account is deleted, all personal data, including the data on your stored vehicles, will be deleted. In addition, after deleting the account, You can respectively no longer fully use or book the additional functions and Digital Products and Services associated with myAudi. This depends on the respective additional function or the respective Digital Product or Service. If you have any questions, contact customer support [audicarecanada@audi.ca](mailto:audicarecanada@audi.ca).

6.2. Audi can terminate the Terms of Use for myAudi and Audi ID by giving notice to You (in writing, by email or text message) at any time with a notice period of 6 (six) weeks. If the Audi ID is absolutely necessary for the use of a Service linked to the account, the termination will take effect at the earliest when the obligation to provide this Service ends.

6.3. The right of the Parties to terminate the contract for good cause remains unaffected. Good cause is given in particular if (i) You breach your duty of care in handling the access data when using the Audi ID and myAudi or (ii) You have breached applicable law or these Terms of Use, or (iii), if Audi has to stop the provision of the Audi ID and/or myAudi for all Users or for You for technical or legal reasons that are beyond Audi's control.

## **7. Audi's Liability**

7.1. Subject to section 7.2, to the fullest extent permitted by applicable law, Audi's liability for or in connection with the provision of Audi ID and myAudi in the event of a slightly negligent breach of an essential contractual obligation in accordance with these Terms of Use is limited to such damage that is foreseeable and typical of the contract. An "essential contractual obligation" in accordance with these Terms of Use is an obligation the fulfillment of which is essential for the proper provision of Services in accordance with these Terms of Use, the violation of which endangers the purposes of these Terms of Use and on the fulfillment of which You as the User may regularly rely. To the fullest extent permitted by applicable law, Audi is not liable for ordinary negligence in other respects.

7.2. Audi's liability for gross negligence or intent or for injury to life, personal injury or health, as well as in cases of mandatory statutory liability (e.g. according to the Product Liability Act) are neither excluded nor restricted by these Terms of Use. Furthermore, liability is not excluded or limited in cases where and to the extent that Audi has given a guarantee.

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

7.4. You undertake to indemnify Audi without limitation for all damage, costs and expenses, including reasonable legal costs, that result from your negligent or intentional violation of these Terms of Use.

7.5. The Contents of Audi ID and myAudi are legally non-binding. Audi does not warrant for the accuracy, completeness and timeliness of the Contents of Audi ID and myAudi. In particular, Audi does not warrant that the Audi ID and myAudi is continuously accessible, error-free, virus-free and secure and that Contents of Audi ID and myAudi can be downloaded safely.

## **8. Links to external websites/applications**

myAudi links directly or indirectly to external websites and applications operated by Third Parties. The availability or the content of these external websites and applications are not under the control of Audi and Audi has no influence on these external websites and applications and assumes no responsibility. In particular, Audi does not adopt the content of these external websites and applications as its own and does not warrant the accuracy, completeness and timeliness of the content of the external websites and applications. In addition, Audi does not warrant that the external websites and applications are continuously accessible, error-free, virus-free and secure and that the contents of the external websites and applications can be downloaded safely.

## **9. Change of the Terms of Use**

Audi reserves the right to change these Terms of Use for legitimate reasons, in particular for legal, regulatory or security reasons in accordance with this section. The changed Terms of Use will either (1) be published and communicated to the User no later than 30 days before the intended date of entry into force, or (2) displayed to the User when using myAudi. They are deemed to have been effectively agreed between Audi and the User if, in the case of (1) (i) the User does not object to the changes to the Terms of Use before the intended effective date and (ii) the User is expressly informed in the change notice that a failure to object will result in the User agreeing to the changed Terms of Use. Audi will separately point out the individual changes and the consequences of a failure to object to the User in the change notice. In the case of (2), the Terms of Use between Audi and the User are deemed to be effectively agreed if the User actively accepts them. In the event of any changes that will cause a material adverse impact on the User, Audi will notify the User to obtain express consent.

## **10. Place of Jurisdiction, Applicable Law**

10.1. To the extent the User is a merchant, a legal entity under public law or a special fund under public law, all claims in connection with this contractual relationship are subject to the exclusive jurisdiction of the courts of Ingolstadt, Germany. The same jurisdiction applies if the User does not have a general place of jurisdiction in Germany, relocates their habitual place of residence from Germany after the conclusion of the contract, or if their place of residence or habitual place of residence is not known at the time the action is brought.

10.2. If the User is a consumer, Audi can only sue them at the court with jurisdiction for their place of residence or habitual residence; in contrast, the User can sue Audi at any legally authorized place of jurisdiction in addition to the court with jurisdiction for their place of residence or habitual residence.

10.3. For all disputes arising out of or in connection with Audi ID and myAudi and these Terms of Use, the law of the Federal Republic of Germany applies exclusively; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. If the User is a consumer, the law of the country in which the consumer has their place of residence or habitual residence at the time of the conclusion of the contract applies. This does not affect the application of mandatory provisions that restrict the choice of law, and in particular the applicability of mandatory laws of the state in which the consumer is habitually resident, such as consumer protection laws.

**11. Consumer information according to Regulation (EU) No. 524/2013 (online dispute resolution) and according to Section 36 of the German Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*, “VSBG”)**

Information on online dispute resolution for consumer disputes or 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 procedure before a consumer arbitration board within the meaning of the VSBG, and is also not obliged to do so.