

# Terms of Use

## Terms of Use for Volkswagen ID\*\*

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Welcome to Volkswagen\*\*

Thank you for choosing the services provided by Volkswagen Group Import (China) Co., Ltd. ("VW"). These Terms of Use govern the creation and use of a central user account, Volkswagen ID (hereafter referred to as "Volkswagen ID"). VW provides this service on the basis of the following terms of use:

### 1. Scope of application and purpose of Volkswagen ID\*\*

1.1. The Volkswagen ID is provided for you free of charge by VW, in partnership with its parent, Volkswagen AG.

1.2. You can use your Volkswagen ID to sign into numerous services (e.g., websites and applications). These services may be provided by VW or its subsidiaries or affiliates, including Volkswagen AG (each a "VW Company").

1.3. Some of the services that you can access using your Volkswagen ID may be subject to additional terms of use or terms of service. If you access a website, application or other service with your Volkswagen ID, you will find information about any additionally applicable terms of use and/or privacy policies within the respective website, application, or service

### 2. Usage rights, use of data\*\*

2.1 You are granted the free, non-exclusive, and non-transferable right to use Volkswagen ID in its current version in accordance with the provisions of these Terms of Use. Since Volkswagen ID is continually being refined, the scope of functions may change in the future. Functionalities may be either extended or restricted. There shall be no entitlement to retention of a specific scope or function. However, the login functionality will only be completely terminated after prior cancellation (see Item 7 below).

2.2 The VW Companies shall protect your personal data and shall use it only insofar as such use is permitted by applicable law or you have given your consent; you can find further information on VW ID Privacy Policy <https://vgic.idk.vwautocloud.cn/data-privacy>. You and VW agree that VW owns all rights, including the right to use any other data, such as technical data which either contain no personally identifiable information or from which all personally identifiable information has been removed (anonymized data). If this should not be the case, you grant VW the non-exclusive, transferable and sublicensable right to use these data, without restriction of time or content.

### 3. Creating a Volkswagen ID

3.1. To register, you need to provide a valid email address as a user name and create a password (collectively referred to as "login data").

3.2. You should choose a password for access to Volkswagen ID which cannot easily be guessed by third parties. First names, family names, surnames, and birthdays are not secure passwords, and you should avoid using them. The same applies to simple numeral combinations (e.g., 12345). The password must be treated with strict confidentiality and should not be shared with anyone. In the event that the password is disclosed to someone else, you must change the password immediately or, if you can no longer log into your Volkswagen ID, you agree to contact VW's customer service immediately to have your password reset. Your password may be reset also via Profile portal.

3.3. When using your Volkswagen ID, the VW Companies strongly recommend that you take appropriate actions to protect your devices from misuse by others, such as locking your screen.

3.4. All the information needed to use your Volkswagen ID, including to activate your Volkswagen ID or to reset your password, will be sent to the email address provided by you during creation of your Volkswagen ID. You may change the email address as a user name or change your password by following the directions as you log-in with your Volkswagen ID.

3.5 You must be at least 18 years of age to use Volkswagen ID.

### 4. Signing in with your Volkswagen ID\*\*

4.1. Volkswagen ID is a single-sign-on solution, which allows your to sign into a number of services with a single user identification, as long as these services offer Volkswagen ID as a sign-in option. You do not need to register again with your personal information.

4.2. However, you can register again at any time and set up a new or additional Volkswagen IDs.

### 5. Managing your Volkswagen ID\*\*

5.1. You can view, edit and delete the data you have entered at any time via the settings in your Volkswagen ID user account.

5.2. You also can delete your Volkswagen ID entirely. As soon as you have deleted your Volkswagen ID, you can no longer use it to sign into the services connected with this Volkswagen ID. Please note that if your Volkswagen ID is used to fulfil existing obligations for a service, such as payments, when disconnecting the service, the registration of a new Volkswagen ID for such service is necessary in order to continue using or cancelling the service. In the case of cancellation of the service, the deletion of your Volkswagen ID can only be carried out after the end of the duration of the contract for this service (if using several services, your Volkswagen ID can be canceled only after the expiration of the longest contract).

## 6. Changes to the Terms of Use\*\*

We reserve the right to change these Terms of Use. Any changes will be effective immediately upon the posting of the revised Terms of Use. We will notify you of any material changes to these Terms of Use by posting a revised Terms of Use on the [website](#) or as otherwise required by law. Your continued use of your Volkswagen ID after any such change is made constitutes acceptance of the terms of the modified Terms of Use. Of course, the use of Volkswagen ID is, and will remain, free of charge for you at all times. This does not apply to the use of services connected with Volkswagen ID for which fees may be charged.

## 7. Contract termination\*\*

VW can terminate this contract of use of your Volkswagen ID at any time by notifying you (in writing, by email), subject to a cancellation notice. If Volkswagen ID is absolutely essential for use of a service connected with it, the cancellation will become effective, at the earliest, at the time at which the obligation to provide such service ends. You can end this contract of use at any time by deleting your Volkswagen ID subject to the limitations described in Section 5.3.

## 8. Improper Usage\*\*

In particular, the copyright, name and trademark rights and other rights of VW Companies and third parties must be observed when using Volkswagen ID. The user is prohibited from using Volkswagen ID in a way that breaches these Terms of Use or other legal provisions. Do not misuse your Volkswagen ID and refrain from any actions which impede or may impede its functionality (e. g. by means of software or other scripts).

## 9. Service and warranty disclaimer\*\*

The VW Companies shall endeavor to operate Volkswagen ID and the respective services smoothly, however, VW does not guarantee fault-free operation of your Volkswagen ID. NEITHER VW, NOR ANY VW COMPANY, WARRANT OR GUARANTEE THAT THE VOLKSWAGEN ID OR SERVICES WILL BE AVAILABLE AT ANY SPECIFIC TIME OR AT ALL TIMES OR TO ANY GEOGRAPHIC LOCATION, OR THAT THE SERVICES WILL BE PROVIDED WITHOUT INTERRUPTION, DELAY OR ERROR. NEITHER VW, NOR ANY VW COMPANY, MAKE ANY WARRANTIES, EXPRESS OR IMPLIED ABOUT

(1) THE VOLKSWAGEN ID,

(2) ANY SERVICES USING THE VOLKSWAGEN ID, OR

(3) NONINFRINGEMENT. THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF SECURITY, TITLE, CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS OF USE. VW AND THE VW COMPANIES EXPRESSLY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.

## 10. Liability\*\*

10.1. VW shall not be responsible for damage and/or losses incurred as a result of improper use of Volkswagen ID.

10.2. VW shall not be responsible for any damage or losses that are incurred if you have not kept your Volkswagen ID login data confidential in violation of these Terms of Use, or any damage or losses caused by a third party to whom you have granted access to your Volkswagen ID.

10.3 VW shall not be liable in any circumstance for any direct or indirect, special or consequential loss or damage (whether for profit or loss or otherwise) costs, claims, expenses or other claim for compensation whatsoever, whether caused by the acts, omissions or the negligence of VW, its employees or agents, which arise out of or in connection with the provision and use of Volkswagen ID except in respect of death or personal injury caused by VW, its employees or its agents proven negligence. If any VW COMPANY is found to be liable to you for reason except for death, personal injury caused by proven negligence, you agree that the maximum aggregated liability to you shall be limited to an amount equal to the amount of the fees you paid on a daily pro rata basis for services which were unavailable to you. You further acknowledge and agree that the damages cap set forth in this paragraph shall be the sole and exclusive liability of any VW COMPANY be liable to you or any other party.

10.4 All warranties, representations, conditions of any kind or other terms with respect to the provision and use of Volkswagen ID are hereby expressly excluded to the fullest extent permitted by law.

## 11. Applicable law; third party beneficiaries\*\*

11.1. To the full extent legally permissible, these Terms of Use and any disputes arising out of or relating to it or its use will be governed by the laws of the People's Republic of China, wherever filed without regard to conflicts of laws principles.

11.2. Without limitation of anything else set forth herein, you have no contractual relationship whatsoever with any VW Company other than VW, and these Terms of Use do not give you any rights against any other VW Company. You are not a third-party beneficiary of any agreement between us and any VW Company. The other VW Companies are third-party beneficiaries of these Terms of Use.

11.3. Should any of the Terms of Use stated above be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provisions shall be replaced by provisions coming as close as possible to the commercial purpose of the original provisions and preserving the interests of both parties.

## 12. Dispute resolution\*\*

Any dispute arising out of or in connection with Terms of Use, including but not limited to any question regarding its existence, validity or termination and any question regarding the rights and obligations of the parties, shall be in the first instance settled by friendly negotiations. Should these negotiations not lead to any result acceptable to both of the parties, then such dispute shall be referred to and finally resolved by China International Economic and Trade Arbitration Commission ("CIETAC") in accordance with the effective arbitration rules for the time being in force. The place of arbitration shall be Beijing. The language to be used in the arbitration proceeding shall be English. The arbitral award shall be final and binding on both parties.

### 13. Language\*\*

This Terms of Use is provided in English and Chinese. If there is any inconsistency between these two versions, the English version shall prevail.