

## Terms and Conditions on Use of SOS Call Service

### Article 1. Scope of Application of Service

SOS Call Service (hereinafter referred to as the “**Service**”) is directly provided by Bosch Service Solutions (located at PMO Ikebukuro 7F, 1-25-6, Higashi-Ikebukuro, Toshima-ku, Tokyo 170-0013 Japan; Toll-free number for contact: 0120-149-183 (9:00 - 18:00 on weekdays) (hereinafter referred to as “**Bosch**”) with whom Porsche Japan Kabushiki Kaisha (hereinafter referred to as the “**Company**”) has entered an agreement for the provision of the Service. The Service is provided free of charge for Porsche vehicles equipped with the functions to receive the Service which are imported and sold by the Company (hereinafter referred to as the “**Vehicles**”). In order for an owner of the Vehicle to use the Service, the owner must agree to the contents of these Terms and Conditions on Use of SOS Call Service (hereinafter referred to as the “**Terms and Conditions**”) (hereinafter an owner of the Vehicle who has agreed to the Terms and Conditions is referred to as the “**Contractor**”; and together with a person authorized by the Contractor to use the Service, hereinafter collectively referred to as the “**Users**”). The Service is provided in accordance with the Terms and Conditions.

Pursuant to the provisions of Article 548-4 of the Civil Code, the Terms and Conditions and details of the Service may be changed at the discretion of the Company. In the foregoing case, the Company shall determine the time when the change takes effect and then announce the change to the Terms and Conditions, the Terms and Conditions after such change and the effective date thereof in advance on the Company’s website (<https://connect-store.porsche.com/jp/ja>).

### Article 2. Content of Service

If the Vehicle is involved in an emergency situation such as a traffic accident or fire (limited to the situation that is considered appropriate to report to relief agencies such as fire departments under normal social conventions; hereinafter referred to as “**Emergency**”), the Service shall be provided 24 hours a day, seven days a week, in accordance with the procedures and conditions set forth in each item below and the Terms and Conditions.

- (1) The emergency call system can be activated either manually by pressing a button by the User or automatically by a vehicle specific sensor. After activation, voice call and required information are sent directly to Bosch’s call center. Then the Bosch operator answers. If an Emergency is identified, the operator notifies a relief agency thereof.
- (2) The Service does not include mobilization of ambulances and other relief agencies such as medical services. The Service ends when the necessary information is communicated to the emergency contact agencies. No particular report will be made to the Contractor on the provision of the Service.
- (3) In the event of strikes, lockouts, government orders, acts of God such as earthquakes,

floods, tsunamis and tornadoes, force majeure events, or any other event beyond the control of the Company or Bosch, each of the Company and Bosch reserves the right to adjust or suspend the Service at any time. In addition, neither the Company nor Bosch shall be liable for any non-performance or delay in the performance of all or part of the Service due to the foregoing events or the case mentioned in each item below:

- Any virus or third party attack against IT systems (provided that normal measures are taken to prevent such attacks);
  - any disruption caused by national, EU, or international trade regulations pertaining to Japan, Germany, the US or any other country;
  - any disruption caused by any other environment that is beyond the control of the Company; or
  - any delay or improper failure of obligations by a service provider which provides the Company with services
- (4) Depending on the situation or location of the accident, information obtained by Bosch through communications with the Vehicle and the User (including the location information and the contents of call, but excluding the personal information) may be reported to the road administrator or a person acting on behalf of it with the prior consent of the User.

### **Article 3. Matters to be Understood Regarding Service**

1. If any person other than the Contractor uses the Vehicle, the Contractor shall explain the Service to such person and cause such person to comply with the Terms and Conditions.
2. Reporting an Emergency to Bosch while using the Service is not a substitute for measures or reports required by the Road Traffic Act, the Fire Service Act and other applicable laws and regulations. Therefore, the use of the Service shall not release the Contractor from performing these legal obligations.
3. The Company may connect a call to the User when a contact is made to the relevant agencies through use of the Service and such relevant agencies request the Company to reconnect.
4. The Service must be used only in an emergency. Regarding the report to the relevant agencies and the contents thereof, the User shall notify the fact, and shall not cause damage to the Company, Bosch, or any relevant agencies by making false communications.
5. Bosch may contact the relevant agencies without the request of the User. However, in this case, any contact to the relevant agencies is made at the discretion of Bosch, and neither Company nor Bosch shall be obliged to contact the relevant agencies without the request of the User.
6. The Contractor represents and warrants that the Contractor (in the case of a corporation, including its representative, officers or any person who substantially controls its management) or the User is not and will not be in the future, or is not and will not be involved in, an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, or a person for whom five (5) years have not passed since the person ceased to be a member of an organized crime group, or a related company of an organized crime group, a

corporate racketeer, a racketeering organization advocating political activities, religious activities or social campaigns, a crime group specializing in intellectual crimes or any other antisocial forces.

#### **Article 4. End of Service**

1. When the communication function of the Vehicle becomes permanently unusable (such as the stoppage of the communication service used by the communication function), the Service ends.
2. If the Company has to end the provision of the Service, it may end the provision of the Service by giving not less than thirty (30) days' notice to the User.

#### **Article 5. Immediate End of Service**

Notwithstanding the provisions of Article 4.2, in the event that the User falls under any of the following items, the Company may, without any prior notice, immediately end the Service by giving a notice of immediate cancellation. In the foregoing case, it is sufficient for the Company to give a cancellation notice to a contact address notified by the Contractor to the Company, and in such case, the notice shall be deemed to have arrived.

- (1) If the User breaches any of the prohibited matters set forth in the Terms and Conditions;
- (2) If the User breaches any other provisions of the Terms and Conditions;
- (3) If the matters notified to the Company contain false information;
- (4) If the Company determines that there is any act which may have material adverse effect on the Service; or
- (5) If the Company determines that there is any improper act in connection with the use of the Service

#### **Article 6. Transfer of Vehicle**

1. If the Contractor ceases to be an owner or a registered user of the Vehicle due to transfer, damage or loss of the Vehicle, the Contractor shall notify the Company thereof through a Porsche authorized dealer. This will result in the end of the Service. The Contractor agrees in advance that, in the event the Contractor fails to give notice to the Company pursuant to this Paragraph and if an emergency call system is activated after the transfer of the Vehicle, an operator of Bosch, when reporting to relief agencies, may provide them with the registered information of the Contractor as the latest information, and that neither the Company nor Bosch shall be liable to the Contractor in relation to the provision of such information.
2. When the Contractor transfers the Vehicle, the Contractor shall notify a transferee to the effect that the Vehicle is a model covered by the Service and that the transferee must proceed with a Porsche authorized dealer to make the Service available to the transferee.

#### **Article 7. Exemption from Liability**

In the event that the User or a third party suffers damage or loss arising from the Service provided by the Company to the User or the failure to provide all or part of the Service, and if such damage or loss is caused by any of the following circumstances, the Company shall assume no liability, regardless of the cause of claim such as default or tort, except in cases where there is willful misconduct or gross negligence on the part of the Company:

- (1) if the Company is unable to obtain all or part of the information required for the Service, or there are any errors or differences in the content of the information so obtained;
- (2) if information concerning the geographic conditions of roads and buildings or the jurisdiction of relevant agencies is newly established, changed or abolished;
- (3) if there are errors or inaccuracies in the location information obtained using the GPS system;
- (4) if the Company adjusts or suspends the provision of the Service pursuant to Item (3) of Article 2; or
- (5) if the User fails to comply with the Terms and Conditions, instruction manuals or other notices and uses the Service in an inappropriate manner

#### **Article 8. Personnel and Facilities**

Bosch shall assign security guards (operators) who have received education and training set forth in the Security Services Act to perform duties for the Service and provide the Service at a call center managed by Bosch by using dedicated line equipment. The clothing of such security guards shall conform to rules of the call center.

#### **Article 9. Contact for Complaints and Inquiries Regarding SOS Call**

The contact for complaints and inquiries regarding the Service is mentioned below:

<Bosch>

Bosch Service Solutions

Operation Management Division

Toll-free number for contact: 0120-149-183 (9:00 - 18:00 on weekdays)

E mail : BoschServiceSolutions.JP@jp.bosch.com

<Company> (\*)

Porsche Japan Kabushiki Kaisha

Porsche Contact

Telephone: 0120-846-911 (9:00 – 18:00 on weekdays)

(\*) This contact is for inquiries arising from the Vehicles themselves, such as malfunction of a button activating the Service. For other inquiries regarding provision of the Services, please contact Bosch via the above contact for Bosch.

#### **Article 10. Personal Information**

1. Bosch obtains and uses the Contractor's personal information for the purpose of providing the Service. The Contractor agrees in advance that, regarding the method to obtain the Contractor's personal information by Bosch, the Company will provide Bosch with the Contractor's personal information held by the Company on behalf of the Contractor instead of the Contractor providing Bosch with such information directly.
2. Each of the Contractor and the User agrees in advance that Bosch provides the relevant agencies (e.g., fire departments) with the information of the registered Contractor and the Vehicle and the information obtained by the Company through communications with the Vehicle and the User (including location information and call details) for the purpose of providing the Service.
3. Bosch contracts with a third party for the processing of information set forth in Paragraph 2 of this Article for the purpose of providing the Service. If Bosch provides personal information to a third party located outside Japan, who has implemented adequate protection, Bosch takes actions necessary for ensuring continuous implementation of adequate protection by such third party. Each of the Contractor and the User agrees in advance that Bosch contracts with a person mentioned in each item below:
  - Bosch Service Solutions GmbH; or
  - subsidiaries of Bosch Service Solutions GmbH.
4. Bosch may record data and audio obtained in connection with communications with the User and the Vehicles, including the information specified in Article 10.2, for the purpose of providing the Service. Each of the Contractor and the User agrees in advance that if Bosch receives inquiries regarding provision of the Services from the Company or a Porsche authorized dealer in charge of the Contractor, Bosch may answer to such inquiries.
5. Bosch shall not use the information specified in Article 10.2 for any purpose other than the provision of the Service.
6. Bosch may contract with a third party for the processing of personal information obtained for the provision of the Service. However, in no event Bosch shall provide a third party with such information unless permitted by laws and regulations or otherwise stipulated in the Terms and Conditions.
7. The contact for complaints and inquiries regarding handling of personal information by Bosch is mentioned:

Bosch Service Solutions  
Operation Management Division  
Toll-free number for contact: 0120-149-183 (9:00 - 18:00 on weekdays)  
E mail : BoschServiceSolutions.JP@jp.bosch.com
8. Bosch's policy for protection of personal information is available at:

<https://www.bosch.co.jp/sojp/porsche-01.html>

## **Article 11. Agreed Exclusive Jurisdiction**

The Tokyo District Court shall be the court of first instance having exclusive jurisdiction over any lawsuit between the Company or Bosch and the User arising from or in relation to the provision of the Service or the Terms and Conditions.

**(Supplement)**

The Terms and Conditions may be available at the following website:

URL : <https://connect-store.porsche.com/jp/ja>