



Terms of Use for Extended Vehicle

AUDI AG, Auto-Union-Straße 1, 85045 Ingolstadt, registered in the Commercial Register of the Local Court of Ingolstadt under No. HRB 1, (hereafter "Audi") provides Extended Vehicle to the Main User ("Main User", "You") on the basis of the following Terms of Use (hereafter "Terms of Use").

You can access, save and print these Terms of Use at any time by clicking on the "Terms of Use" link on the myAudi release screen.

1. Scope and Purpose

Via Extended Vehicle, You can give third parties access to the telematics data of Your vehicle. Telematics data is data (e.g. mileage) generated by Your vehicle as part of the Audi Connect services and stored in a Volkswagen Group backend. The purpose is to enable third parties to offer You individual and personalized services based on the data. The third party may either be a company such as an insurer, garage, petrol station or charging point operator or a data marketplace. A data marketplace is an intermediary provider. It acts as a reseller and sells data to third parties. This also requires Your explicit consent to release and a clear purpose of use.

Currently, the following data may be shared with the third parties for the use cases listed below:

1. Regular transmission of mileage and time stamps to insurance companies for the purpose of offering a customized tariff ("Pay-As-You-Drive").
2. Regular transmission of the condition and position of individual vehicle components (e.g. door, bonnet, window lifters, parking brake, light condition, etc.) or the tyre pressure to selected service companies so that they can alert the Main User to irregularities in the vehicle ("General Vehicle Status" and "Detailed Vehicle Status").
3. Transmission of accident severity and impact location (e.g. front, side, rear, etc.) on the vehicle in the event of an accident to service providers so that they can assist the Main User ("First Notification of Loss").

2. Prerequisites for the Use of Extended Vehicle and Further Developments

In order to provide the Main User or secondary user with the functions of Extended Vehicle, the Main User of the vehicle concludes a contract with a third-party provider, e.g. an insurer, and gives consent (for the benefit of the third-party) to the transfer of his or her data to the third-party provider. The user must have a myAudi account and be the Main User of this account. In myAudi, the Main User gives permission to Audi AG that data may be passed on to a third party for forwarding to an insurer. The number and type of data attributes are based on the respective use cases. The Audi Connect services must be activated for disclosure.

Audi may further develop Extended Vehicle at any time and - in particular for operational reasons (such as changed technical requirements or security aspects), to adapt Audi's product range, to test new functionalities and to adapt to general user needs - add, change or remove individual functions. There is no entitlement to the retention of a certain scope of functions. You will not incur any costs as a result of changes, i.e. the use of Extended Vehicle remains free of charge for You. Audi will inform You about changes. However, a complete discontinuation of Extended Vehicle will only take place after prior notice.

3. Conclusion of Contract, Possibility of Correction and Termination of Contract

The respective use cases and associated data the third party would like to obtain specifically from Your vehicle are displayed to the Main User in the release text of the respective request in the myAudi portal. The contract is concluded when the Main User confirms the release of the data in myAudi. The Main User can grant this release simply by clicking. Secondary users are informed about this data release via e-mail. Users of the vehicle who are not Main Users or secondary users can ask the Main User for information regarding Extended Vehicle (in particular, whether a data release to third parties is active or which data is passed on). The Main User is obliged to inform all users about the data forwarding within the scope of Extended Vehicle as well as the deactivation option in the privacy mode.

The release authorization is generally valid for an indefinite period. Either party is entitled to terminate the Extended Vehicle User Agreement without giving reasons. Users of the vehicle have the option to deactivate the data collection in the vehicle via the privacy settings in the vehicle. Furthermore, You can withdraw the



data release via myAudi under "Privacy" > "Data release to third parties" by clicking on the button "Revoke release". If the Main User changes, the approval is automatically withdrawn and no more data processing takes place. Your data release will also lose its validity if AUDI AG or the third party discontinues the service or if an underlying contract, e.g. Your insurance contract, is terminated.

The vehicle data is only stored temporarily. The existing data is overwritten by the new values generated during a car journey, for example. After 10 days at the latest, the last date sent by the vehicle is deleted.

Please note that with the revocation of the data authorisation, all personal data stored in relation to Extended Vehicle will be deleted with immediate effect. The use of myAudi and other Connect services remains unaffected. Contact the customer support digitalsupport@audi.de if You have any questions.

The third party is solely responsible for the processing of the data. Please contact the third party directly for the terms of use and data protection information, e.g. on their website.

4. Liability

Audi's liability arising out of or in connection with the provision of Extended Vehicle in the event of a slightly negligent breach of a material contractual obligation under these Terms of Use shall be limited to such damages as are foreseeable and typical for the contract. A "material contractual obligation" under these Terms of Use is an obligation the performance of which is essential for the proper provision of services under these Terms of Use, the breach of which jeopardizes the purposes of these Terms of Use and the performance of which You as a user may regularly rely on. Audi is not liable for ordinary negligence in other respects.

Audi's liability for gross negligence or intent or for injury to life, body or health as well as in cases of mandatory legal liability (e.g. under the Product Liability Act) are neither excluded nor limited by these Terms of Use. Furthermore, liability is not excluded or limited in cases if and insofar as Audi has assumed a guarantee.

To the extent that Audi's liability is limited or excluded, this also applies to the liability of Audi's legal representatives, employees and vicarious agents.

You agree to indemnify Audi without limitation for all damages, costs and expenses, including reasonable legal costs, arising out of Your negligent or intentional breach of these Terms of Use.

5. Amendments to the Terms of Use

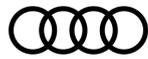
Audi reserves the right to amend these Terms of Use for justified reasons, in particular for legal, regulatory or security reasons in accordance with this clause. The amended Terms of Use will either (1) be published and communicated to the user at least 30 days before their intended effective date or (2) be displayed to the user when using myAudi. They shall be deemed to be effectively agreed between Audi and the user if, in the case of (1) (i) the user does not object to the changes in the terms of use before the time they are scheduled to take effect and (ii) the user is expressly informed in the notice of change that failure to object will result in the user agreeing to the changed Terms of Use. Audi will specifically inform the user of the individual changes and the consequences of a failure to object in the notice of change. In the case of (2), the terms of use are deemed to be effectively agreed between Audi and the user if active consent is given by the user.

If You do not agree with the terms of use, You can withdraw the data release via myAudi under "Data release to third parties" by clicking on the button "Revoke release".

6. Jurisdiction, Applicable Law

If the user is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims in connection with this contractual relationship is Ingolstadt, Germany. The same place of jurisdiction shall apply if the user does not have a general place of jurisdiction in Germany, moves his place of residence or habitual residence out of Germany after conclusion of the contract or his place of residence or habitual residence is unknown at the time the action is brought.

If the user is a consumer, Audi may sue the user only at the court having jurisdiction over the user's place of residence or habitual abode; the user, on the other hand, may sue Audi at any court having jurisdiction over the user's place of residence or habitual residence in addition to the court having jurisdiction over the user's place of residence or habitual residence.



All disputes arising out of or in connection with the Audi ID and myAudi and these terms of use shall be governed exclusively by the laws of the Federal Republic of Germany; 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 is domiciled or habitually resident at the time of the conclusion of the contract shall apply in derogation thereof. The application of mandatory provisions restricting the choice of law and in particular the applicability of mandatory legal provisions of the state in which the consumer has his habitual residence, such as consumer protection laws, shall remain unaffected.

7. Consumer information pursuant to Regulation (EU) No. 524/2013 (Online Dispute Resolution) and pursuant to Section 36 of the German Consumer Dispute Resolution Act

Information on the online settlement of 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 participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act and is not obliged to do so.