



**PORSCHE**

**PORSCHE KOREA LTD.**

## **Terms of Use of Location Information Business for the Porsche Connect Service**

### **CHAPTER 1 GENERAL PROVISIONS**

#### **Article 1 (Purpose)**

The purpose of these terms of use ("**Terms**") of the location information business for the Porsche Connect Service ("**Service**") is to set forth the respective rights and obligations of Porsche Korea Ltd., ("**Company**") and users of the Service ("**User**"), and other matters required under the Act on the Protection, Use, etc. of Location Information ("**Location Information Act**") in connection with Company's collection of personal location information and its use thereof in the course of providing the Service, a location-based services, to a User who has agreed to the service agreement for the Service ("**Agreement**") and who wishes to use the Service.

#### **Article 2 (Additional Terms)**

Any matters that are not prescribed in these Terms shall be governed by provisions of relevant laws and regulations such as the Location Information Act, the Telecommunications Business Act, Act on the Promotion of Information and Communication Network Utilization and Information Protection, Etc. ("**Network Act**"), etc. and the Agreement.

#### **Article 3 (Company Address and Contacts)**

Information on Company's name, address, and contact information is provided below.

1. Company Name: Porsche Korea Ltd.
2. Address: 26F Parnas Tower, 521 Teheran-ro, Gangnam-gu, Seoul, Republic of Korea
3. Phone: 080-8100-911

#### **Article 4 (Effective Date and Changes to these Terms)**

- ① These Terms shall become effective when a User applying for the Services registers as a User by entering into the Agreement in accordance with procedures prescribed by Company, such as identity authentication, and agree to these Terms.
- ② By clicking online the "I agree" button to these Terms, User hereby consents to having fully read and understood these Terms as well as to their application.
- ③ Company reserves the right to make revisions to these Terms to the extent such revisions do not violate the relevant laws and regulations.
- ④ In cases where Company revises these Terms, Company shall specify the existing terms, revised terms, the effective date of the revised terms, and the reasons for such revisions. Company shall then provide notice of such revisions at least ten (10) days prior to their scheduled effective date and maintain notice for a considerable period of time following the

effective date. If any revisions are disadvantageous to User, Company shall provide notice of such revisions on the online homepage of the Service at least thirty (30) days prior to their scheduled effective date and maintain notice for a considerable period of time following the effective date. Further, separate notice of disadvantageous revisions shall be provided individually to User via electronic form (e.g., electronic mail).

- ⑤ If User, after having received notice in accordance with the preceding Paragraph ④ fails to communicate any objection to such revisions within seven (7) days after their effective date, User shall be deemed to have agreed to such revisions. User shall be entitled to terminate the Agreement if User objects to any proposed revisions.

## **CHAPTER 2 USE OF THE SERVICE**

### **Article 5 (Consent for the Collection of Personal Location Information)**

Company collects the location information of User's registered vehicle for the purpose of providing the Service. By agreeing to these Terms, User shall be deemed to have agreed to Company's collection of personal location information. User shall undergo the procedures prescribed by Company, such as identity authentication for the purpose of vehicle registration.

### **Article 6 (Withdrawal of Consent for the Collection of Personal Location Information)**

User may withdraw the User's consent to the collection of personal location information through various methods such as terminating the Agreement, withdrawing the consent to these Terms or withdrawing the consent to the processing of personal location information.

### **Article 7 (Personal Location Information Collection Method)**

Company collects the location information through Connected Hardware installed on registered vehicles. In the event any changes are made to the personal location information collection method set forth above, Company shall provide notice of such changes through the Internet, etc. or directly to User.

### **Article 8 (Purposes and Retention Period for Personal Location Information)**

- ① If you use the online services requested via My Porsche or the Porsche Connect store in your vehicle or on further end devices, Company will process personal location information of yours for purposes of enabling the use of the online services, for support purposes, and for further specifically defined purposes. Unless otherwise noted, Company collects, processes, and uses your personal location information only within the scope necessary to enable the use of the respective My Porsche service or Porsche Connect service.
- ② Company normally deletes this information after 13 months, unless by way of exception we need it for the purposes set out above. In such cases, Company will delete the data immediately after the purpose ceases to exist.

### **CHAPTER 3 PROVISION OF LOCATION INFORMATION SERVICE**

#### **Article 9 (Description of the Location Information Service and Provision of Personal Location Information)**

- ① Company collects the location information of registered vehicles by obtaining User's consent to these Terms.
- ② Company shall use the personal location information collected pursuant to the preceding Paragraph ① solely for the purpose of providing location-based services provided in accordance with the terms of use of location-based services separately entered into between Company and User.
- ③ Company shall not provide personal location information collected pursuant to the preceding Paragraph ① to any third party for purposes other than the provision of location-based services performed by the Company in accordance with the terms of use of location-based services separately entered into between Company and User.

### **CHAPTER 4 PROTECTION OF PERSONAL LOCATION INFORMATION**

#### **Article 10 (Protection of the User's Personal Location Information)**

Company shall protect the personal location information of Users in accordance with relevant laws and regulations such as the Location Information Act.

#### **Article 11 (Basis for Retention and Retention Periods of Data Confirming the Collection, Use, and Provision of Location Information)**

- ① Company shall automatically record and retain data in the location information system confirming the collection, use, and provision of location information for at least six (6) months in accordance with the Location Information Act.
- ② In the event User withdraws, in whole or in part, the consent in accordance with Article 6 of these Terms, Company shall destroy the collected personal location information and any data confirming the collection, use, and provision of personal location information pertaining to such User (in the case of a partial withdrawal, however, such destruction shall be limited to personal location information affected by such withdrawal) without delay; provided, however, such data shall be preserved in cases where User provides the User's separate consent or if it is necessary to preserve such data in order to process User's complaint, resolve a dispute with User, or if otherwise required under the Framework Act on National Taxes, Corporate Tax Act, Value-added Tax Act, and other relevant laws and regulations.

### **CHAPTER 5 RIGHTS AND OBLIGATIONS OF COMPANY AND USER**

#### **Article 12 (Obligations of Company)**

- ① Company shall promptly handle any complaints submitted by Users regarding the collection of personal location information of User and in cases where Company is unable to handle such complaints in a prompt manner, Company shall notify User of the reason behind the delay and the schedule for eventual processing.
- ② Company shall comply with the laws and regulations related to the collection of personal location information of User,

such as the Location Information Act and the Network Act.

### **Article 13 (Rights of User)**

- ① User may withdraw his/her consent to the collection of personal location information at any time with respect to Company; provided, however, in such cases, the provision of Service which utilizes the personal location information shall be suspended. Obligation and rights regarding such suspension of Service will be determined by the Agreement.
- ② User may, at any time, request Company to temporarily suspend the collection, use or provision of personal location information for location-based services (except for Breakdown Call service); Company shall not refuse such requests and shall have in place necessary technical measures in order to comply with such requests.
- ③ User is permitted to request access to or the notification of the following data to Company, and to request rectification in the event an error exists in any of the following data.
  1. Data confirming the collection, use, and provision of User's personal location information
  2. Reasons why User's personal location information has been provided to a third party and the items of personal location information that have been provided
- ④ User may exercise any rights set forth in the preceding Paragraphs ① to ③ through the Company's Dealer by email or phone.

### **Article 14 (Obligations of User)**

- ① When User provides or registers any necessary information for Company's collection of personal location information in order to provide the Service, User shall provide or register information that corresponds with current facts and immediately provide notice to Company upon the occurrence of any changes to such information.
- ② The Service shall not be provided to minors under the age of 14. Company shall not enter into an agreement with or collect personal information from any individual who Company knows is a minor under the age of 14.
- ③ User shall manage the Connected Hardware which collects the location information to ensure Company's smooth provision of the Service. In the event a problem occurs with the collection of personal location information due to a malfunction in the Connected Hardware, User shall make any necessary repairs or replacements to ensure the normal collection of personal location information.
- ④ User shall refrain from engaging in the following acts when using the Service:
  1. Acts which may cause a malfunction in devices related to the collection of personal location information;
  2. Disguising oneself as a third party thereby disrupting the provision of the Service;
  3. Acts performed with the purpose of causing pecuniary gain or loss for oneself or a third party; and
  4. Any other unlawful or unfair acts.
- ⑤ User shall abide by relevant laws and regulations, these Terms, and announcements related to the Service, etc. and must not engage in any other acts which may disrupt Company's business operations.

## **CHAPTER 6 MISCELLANEOUS**

### **Article 15 (Designation of the Chief Location Information Officer)**

- ① Company shall designate as the Chief Location Information Officer a person capable of taking actual responsibility in order to ensure that location information is properly managed and protected, as well as enabling the smooth processing of complaints made by Users.
- ② The Chief Location Information Officer designated by Company shall be as follows:
  1. Affiliation: Director of Business Development, Porsche Korea Ltd.
  2. Contact Information: 080-8100-911

### **Article 16 (Restriction on Transfer)**

User may not transfer or assign any of the rights or obligations under these Terms or dispose of such rights and obligations for the purpose of providing collateral, etc. In cases where User transfers his/her registered vehicle, User must take certain measures such as deleting information related to such registered vehicle on Company's website in accordance with explanations provided by Company in a separate manual. Company shall not be liable for any damages incurred by User due to User's failure to take the aforementioned measures.

### **Article 17 (Liability)**

- ① User may claim compensation against Company in the event the User suffers damages due to an illegal act (e.g., violation of the Location Information Act) committed by Company. In such cases, Company shall not be exempted from liability if it fails to establish its lack of intent or negligence.
- ② In the event Company suffers damages due to User's breach of these Terms or an illegal act committed by User, User shall be liable to Company for such damages.

### **Article 18 (Indemnification)**

- ① Company shall not be held responsible for any damage incurred by User due to its failure to provide the Service in the following cases:
  1. Occurrence of natural disasters or other force majeure events;
  2. Provision of the Service is intentionally disrupted by a third party who has entered into a partnership agreement with Company;
  3. Use of the Service is interrupted due to a cause attributable to User; or
  4. Except for those stipulated in the preceding Subparagraphs 1 through 3, any other reason that does not involve an intentional or negligent act committed by Company.
- ② Company does not guarantee the reliability or accuracy of the Service, or any data, materials, or alleged facts displayed on the Service and shall not be responsible for any resulting damage incurred by User.

**Article 19 (Application of Law)**

- ① These Terms shall be interpreted and enforced in accordance with the laws and regulations of the Republic of Korea.
- ② Any matters that are not prescribed in these Terms shall be governed by provisions under relevant laws and regulations such as the Location Information Act and the Network Act, and the Agreement.

**Article 20 (Dispute Resolution and Miscellaneous)**

- ① In the event Company and User are unable to resolve a dispute related to location information, the parties may refer such dispute to the Personal Information Dispute Mediation Committee for mediation in accordance with the Personal Information Protection Act.
- ② Without prejudice to Paragraph ①, any lawsuit involving a dispute between Company and User shall be subject to the exclusive jurisdiction of a competent court in the Republic of Korea in accordance with the Civil Procedure Act.

**SUPPLEMENTARY PROVISION**

(Effective Date)        These Terms shall become effective as of 01.04.2022