



Terms and Conditions

for the use of the Sell Your Porsche platform (hereafter referred to as "T&C")

IMPORTANT INFORMATION

Is PCA's liability limited or excluded?

Yes. To the full extent permitted by law and subject to Clauses 5.4 and 5.5, PCA's total cumulative liability to you for any and all claims, whether in contract, tort (including negligence), statute or otherwise, arising out of or in connection with these T&C will not exceed \$1,000. See clause 5.7 for further detail.

Further, PCA will not be liable for business losses or consequential losses. See clause 5.5 for further detail.

Can PCA unilaterally terminate your use of the Platform?

Yes. PCA may temporarily or permanently, suspend or terminate your use of and access to the Platform at any time, with or without cause. See clause 7.1 for further detail.

Am I liable for any matters in relation to the Platform and am I required to provide any indemnities?

Yes. You are required to indemnify PCA from all actions, costs and damages which we may incur as a result of you (or someone using your account); (i) breaching these T&C (including any representation or warranty you provide); (ii) breaching any applicable law; or (iii) engaging in any wilful, unlawful, fraudulent or negligent act or omission. See clause 3.4 for further detail.

Is your personal information disclosed to third parties?

Yes. Any personal information provided by you via the Platform will be used by PCA and provided to participating Porsche Centres for the purpose of purchasing Your Porsche Vehicle and in accordance with our Privacy Policy. See clauses 8.1-8.3 for further detail.

1. Scope of application

- 1.1 Porsche Cars Australia Pty Ltd (ACN 004 327 048) of 109-111 Victoria Parade, Collingwood VIC 3066, Australia (hereafter referred to as **Porsche Cars Australia, PCA or We**) operate the website www.porsche.com.au and provide the Sell Your Porsche platform (hereafter referred to as "**Platform**"). These T&C govern your use of the Platform.
- 1.2 By using the Platform you agree to be bound by these T&C.
- 1.3 PCA may change or amend the terms of these T&C from time to time. If we amend or change these T&C, you will be notified by email. If you do not agree to our amendments, you must immediately stop using the Platform.

2. Sell Your Porsche process

- 2.1 The Platform offers you the opportunity to offer a Porsche vehicle for sale to participating Porsche dealers by creating a profile for your Porsche vehicle ("**Your Porsche Vehicle**") on the Platform ("**Vehicle Profile**"). As part of the Vehicle Profile creation process, you will have to (i) enter details of Your Porsche Vehicle; (ii) certain personal information; and (iii) select participating Porsche dealers to whom you wish to offer Your Porsche Vehicle for sale. By creating a Vehicle Profile, you are not committing to sell Your Porsche Vehicle, instead you are submitting a purchase request to your selected Porsche dealers. Once you have successfully created a Vehicle Profile, We will send you an e-mail which will (i) confirm that your purchase request was sent to your selected Porsche dealers; and (ii) contain a summary of the next steps.

- 2.2 Upon creation of a Vehicle Profile, the Porsche dealers you select to receive your purchase request (see clause 2.1) will have the opportunity to make a conditional offer to purchase Your Porsche Vehicle at their proposed price, which is subject to a full inspection or appraisal ("**Offer**"). Each Offer will be available for two days from the date it is sent. We will send you an offer notification e-mail for each Offer submitted by a Porsche dealer for Your Porsche Vehicle, in which you will be informed of the respective Porsche dealer's suggested price

("Offer Notification E-Mail"). By submitting an Offer, the Porsche dealer is not committing to purchase Your Porsche Vehicle at their proposed price. Rather, provided that you express your interest in the Offer of a certain Porsche dealer ("**Your Selected Porsche Dealer**") (see clause 2.3), that Porsche dealer may make a final offer to you for the purchase of Your Porsche Vehicle at the end of the sales process as described in clause 2.5 ("**Final Offer**").

- 2.3 If you have received at least one Offer for Your Porsche Vehicle, you will be entitled, but not obliged, to continue with any received Offers by clicking on the button "*Express interest in this offer*" in the Offer Notification E-Mail during the two day period whilst the Offer is valid. If you have received more than one Offer for Your Porsche Vehicle, you will be able to select any one or more than one of these Offers you want to continue with. Once you have selected an Offer to continue with, you will not receive any new Offers (for the avoidance of doubt, you may choose to continue with multiple Offers from different Porsche dealers). If you do not receive any Offers, your Vehicle Profile will expire after 60 days. You are welcome to delete the Vehicle Profile and create a new Vehicle Profile at any time.
- 2.4 If you have chosen to continue with an Offer (see clause 2.3), We will inform Your Selected Porsche Dealer that you have selected their Offer and will provide them with your contact details that you recorded when creating the Vehicle Profile. From this point in time, the further sales process as described in clause 2.5 will not be handled through the Platform, or with any other further involvement of PCA.

- 2.5 Your Selected Porsche Dealer will then contact you and will typically arrange an inspection of Your Porsche Vehicle with you. After the inspection (if any), and after the information provided by you as part of the Vehicle Profile and the ownership of Your Porsche Vehicle has been confirmed, Your Selected Porsche Dealer may make a Final Offer for the purchase of Your Porsche Vehicle at a purchase price that may differ from the suggested price that they indicated in their Offer. You are free to accept or reject this Final Offer. Should you decide to accept the Final Offer, a purchase contract will be drawn up by Your Selected Porsche Dealer and the further details of the purchase will be clarified between you and Your Selected Porsche Dealer.

3. How to use the Platform

- 3.1 You must ensure that all information provided in the Vehicle Profile is accurate, current and complete. You must not submit any material on the Platform which does not comply with all relevant laws or is misleading or deceptive or likely to mislead or deceive.
- 3.2 You must immediately remove the Vehicle Profile if the Vehicle is sold or withdrawn from sale.
- 3.3 You must not use the Platform in breach of these T&Cs, or for any commercial purpose other than to sell Your Porsche Vehicle.
- 3.4 You are required to indemnify PCA from all actions, costs and damages which we may incur as a result of you (or someone using your account):
 - (i) breaching these T&C (including any representation or warranty you provide);
 - (ii) breaching any applicable law; or
 - (iii) engaging in any wilful, unlawful, fraudulent or negligent act or omission.

4. Role of PCA

- 4.1 PCA (together with other Porsche entities) is the operator of the Platform.
- 4.2 By operating the Platform, PCA is solely facilitating users of the Platform to sell Porsche vehicles to participating Porsche dealers. PCA neither warrants that (i) you will receive any Offers upon creation of a Vehicle Profile; (ii) you will be able to sell Your Porsche Vehicle on the Platform; or (iii) you will be able to sell Your Porsche Vehicle at the price you envisaged when creating the Vehicle Profile. The participating Porsche dealers are separate entities and have the sole and absolute discretion whether to purchase Your Porsche Vehicle.
- 4.3 Any contract for the purchase of Your Porsche Vehicle that may be concluded at the end of the Sell Your Vehicle process as described in clause 2 will be between you and Your Selected Porsche Dealer and be subject to Your Selected Porsche Dealer's applicable terms and conditions of purchase. PCA does not act as an agent or representative of you or the participating Porsche dealers. PCA shall not be responsible and/or be held liable for any such purchase contract.
- 4.4 PCA does not control nor verify the data and information which you or the participating Porsche dealers may provide.

5. PCA's liability for the use of the Platform

- 5.1 You acknowledge and agree that your use of and access to the Platform is at your sole risk and the Platform is provided to you "as-is", "with all faults" and "as available". PCA shall not be liable for the accuracy and actuality of data and information provided by you or any participating Porsche dealer.
- 5.2 If there is an issue affecting your use of the Platform, or the Platform is unavailable for any reason, We will use our reasonable endeavours to supply the services again and rectify the issue and/or make the Platform available as soon as is reasonably practicable.
- 5.3 You shall take all reasonable measures necessary to avert and reduce damages.

- 5.4 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

- 5.5 We are not liable for business losses. We only supply the Platform to you for domestic and private use. You agree not to use the Platform for any commercial or business purposes. To the full extent permitted by law and subject to Clause 5.4, PCA, its directors, officers, employees or agents will not be liable for any special, indirect, incidental, punitive, exemplary or consequential loss; any loss of revenue; loss of profits; loss of data; loss of goodwill, lost opportunity or for any loss of or interruption to your business.

- 5.6 Although We make reasonable efforts to update the information used on our Platform, We make no representations, warranties or guarantees, whether express or implied, that the information is accurate, complete or up to date.

- 5.7 To the full extent permitted by law and subject to Clauses 5.4 and 5.5, PCA's total cumulative liability to you for any and all claims, whether in contract, tort (including negligence), statute or otherwise, arising out of or in connection with these T&C will not exceed \$1,000.

- 5.8 To the full extent permitted by law and subject to Clause 5.4, all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in these T&C, whether express, implied or verbal, at law, in equity, statutory or otherwise, and whether arising under these T&C or otherwise, are hereby excluded.

6. Contact details of PCA

In case of questions, claims or complaints, please contact Porsche's Customer Relations Hub by:

- (i) e-mail: contact@porsche.com.au
- (ii) telephone: 1800 711 911 or
- (iii) post: Porsche Cars Australia Pty Ltd, 109-111 Victoria Parade, Collingwood VIC 3066

7. Suspension or termination of use of the Platform

- 7.1 We reserve the right to without any warning and at our sole discretion, temporarily or permanently:
- (i) refuse registration of or deregister any user's account;
 - (ii) suspend or terminate your use of and access to the Platform at any time, with or without cause;
 - (iii) refuse to post, remove or delete any vehicle listing on the Platform that breaches the terms of these T&C or any applicable law; or
 - (iv) modify any part of or cease supplying the Platform.

- 7.2 You are not entitled to any compensation, damages or other payment from us as a result of us taking any action under clause 7.1.

8. Privacy

- 8.1 Our Privacy Policy, located at <https://www.porsche.com/australia/privacy-policy/> (Privacy Policy), sets out how we collect, store, use, process and disclose personal information, how you may access or

correct your personal information and how you may make a privacy complaint. The terms of the Privacy Policy form part of this T&C, with all references to our website to be read as references to the Platform. By using and/or accessing the Platform, you agree to the terms of the Privacy Policy.

- 8.2 In order for you to access or use the Platform, we may collect, and/or you may be required to provide, identification, contact, mobile device or usage details or other information as part of, and to facilitate, the registration process and/or continued use of the Platform. Failure to provide personal information may prevent you from using the Platform or creating an account.
- 8.3 Any personal information provided by you via the Platform will be used by PCA and provided to participating Porsche Centres for the purpose of purchasing Your Porsche Vehicle and in accordance with our Privacy Policy.

9. Applicable Law and Jurisdiction

- 9.1 These T&C are governed by the laws in force in Victoria, Australia. Each user of the Platform hereby submits to the non-exclusive jurisdiction of the courts of Victoria, Australia for the resolution of any issue, dispute or matter arising under or in connection with the Platform and these T&C.