



PORSCHE

Porsche Sales & Marketplace, Inc.

Terms of Use applicable to the use of the Sell Your Porsche platform (hereafter referred to as "ToU")

1. Scope of application

Porsche Sales & Marketplace, Inc. (hereafter referred to as "PSM" or "We") operates at www.porsche.com various online marketplace functionalities (hereafter referred to as **Marketplace**), including the Sell Your Porsche platform (hereafter referred to as "**Platform**"). When you use the Marketplace, the Terms and Conditions for the use of Porsche's Online Marketplace Functionalities (hereafter collectively referred to as **T&C**) apply. The current version of the T&C can be accessed, downloaded and printed at any time at https://terms.porsche.com/medias/us/en-US/Terms_and_Conditions.pdf

These ToU apply in addition to the T&C, and, in the event of a conflict with the T&C, these ToU prevail. Any terms used herein but not otherwise defined shall have the definitions given them in the T&C.

By using the Platform, you agree to be bound by the provisions of the T&C including expressly those limiting PSM's liability and those regarding dispute resolution (including mandatory binding arbitration, class action waiver and waiver of right to jury trial).

2. Sell Your Porsche process

2.1 The Platform offers you the opportunity to offer a Porsche vehicle for sale to participating Porsche Centers 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 and some personal information as well as (ii) select participating Porsche Centers 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 but are submitting a purchase request to your selected Porsche Centers instead. Once you have successfully created a Vehicle Profile, We will send you an e-mail in which We will confirm that your purchase request was sent to your selected Porsche Centers and which will contain a summary of the next steps.

2.2 Upon creation of a Vehicle Profile, the Porsche Centers you select to receive your purchase request (see section 2.1) will have the opportunity to make a provisional offer to purchase Your Porsche Vehicle at a suggested price ("**Offer**"). We will send you an offer notification e-mail for each Offer submitted by a Porsche Center for Your Porsche Vehicle, in which you will be informed of the respective Porsche Center's suggested price [and about their applicable terms and conditions of purchase] ("**Offer Notification E-Mail**"). By submitting an Offer, the Porsche Center is not committing to purchase Your Porsche Vehicle at their suggested price. Rather, provided that you select the Offer of a certain Porsche Center ("**Your Selected Porsche Center**") (see section 2.3), that Porsche Center may make a final offer to you for the purchase of Your Porsche Vehicle at the end of the sales process as described in section 2.5 ("**Final Offer**"). Each Offer will be available for fourteen days.

2.3 Provided that 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 "*Continue with this offer*" in the Offer Notification E-Mail within fourteen days of receipt. 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 further Offers (for the avoidance of doubt, you may choose to continue with multiple Offers).

2.4 If you have chosen to continue with an Offer (see section 2.3), We will inform Your Selected Porsche Center that you have selected their Offer and will pass your contact details that you have entered when creating the Vehicle Profile on to them. From this point in time, the further sales process as described in section 2.5 will neither be handled through the Platform nor with any other further involvement of PSM.

2.5 Your Selected Porsche Center will then contact you and will typically arrange an inspection of Your Porsche Vehicle with you. After said inspection (if any), confirmation of the information provided by you as part of the Vehicle Profile and confirmation of your ownership of Your Porsche Vehicle, Your Selected Porsche Center 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 Center and the further details of the purchase will be clarified between you and Your Selected Porsche Center.

3. Role of PSM

3.1 PSM is the operator of the Platform, but is not purchasing Porsche vehicles itself.

3.2 By operating the Platform, PSM is solely facilitating users of the Platform to sell Porsche vehicles to participating Porsche Centers. PSM neither warrants that you will receive any Offers upon creation of a Vehicle Profile nor that you will be able to sell Your Porsche Vehicle at all or at the price you envisaged when creating the Vehicle Profile. The participating Porsche Centers are free in their decision to submit Offers and to purchase Your Porsche Vehicle.

3.3 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 section 2 will be between you and Your Selected Porsche Center and be subject to Your Selected Porsche Center's applicable terms and conditions of purchase. PSM does not act as an agent or representative of you or the participating Porsche Centers. PSM shall not be responsible and/or be held liable for any such purchase contract.

3.4 PSM does not control nor verify the data and information which you or the participating Porsche Centers may provide.