

## Terms of Use – Group Retail Portal (GRP)

*(Template for importer/wholesaler)*

Version 3.1 dated September 2024

These Terms of Use govern the use of the Group Retail Portal (hereinafter "**GRP**") of Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, listed in the commercial registry of the district court of Braunschweig under the number HRB 100484 (hereinafter "**Volkswagen AG**"). Following authentication and authorisation, the GRP provides access to the applications of the Volkswagen Group and third-party suppliers in the fields of sales and after sales (applications for sales or services, hereinafter "**Applications**"). Regarding the use of Applications separate terms of use shall apply, which are made available in the respective Applications and are therefore not part of these Terms of Use.

Insofar as personal data is collected and processed, this occurs exclusively within the terms of the Privacy Policy. The applicable Privacy Policy can be found in the footer of the GRP.

### 1. Functions and purpose of the GRP

The GRP is designed to allow importers, direct dealers, their dealers as well as third parties such as independent economic operators (Unabhängige Wirtschaftsakteure = UWA), bodybuilder (Aufbauerhersteller = ABH) or service providers (hereinafter "**authorized Third Parties**") to perform the sales and after sales services in accordance with the respective importer, distributor and dealer agreements and/or other relevant agreements (e.g. access to service applications and vehicle sales). The Applications available from the GRP are subject to separate license agreements and terms of use.

### 2. Authorized persons and access permission

- 2.1 Access to the GRP shall only be permitted to authorized persons.
- 2.2 Authorized persons are employees of Volkswagen AG, OEM-/brand companies (e. g. Audi, Porsche, Seat, Skoda, MAN, Bentley, Lamborghini), importers, direct dealers, dealers and authorized Third Parties who require access to the GRP to perform their contractual/work duties (hereinafter "**Users**").
- 2.3 Access to the GRP is obtained by registering on the GRP (all Users). In order to register on the GRP, the following steps need to be carried out:
  - First, the User needs to click "Register" within the GRP login interface, which can be accessed via <https://grp.volkswagenag.com>.
  - The User must now go through the registration process by entering the required registration data, including the person-specific business e-mail address (not a collective e-mail box), the first and last name, and by setting a password.
  - In addition, the User is asked to enter and confirm the organization key of the organization for which it works (hereinafter "**Working Context**"). Subsequently, the User must agree to the Terms of Use before confirming the registration.

- The User will then receive an e-mail containing a link for verification of the registration data entered before. The User will then need to click on this link in order to complete the verification process.
  - After successful verification, the application of the Working Context specified during registration is sent to the responsible administrator and processed by it. In the process, the administrator also assigns the User a role that authorizes the use of certain Applications.
  - After successful verification and confirmation by the responsible administrator, the User will be able to log in and access the GRP with its User ID or its person-specific business e-mail address (not a collective e-mail box) plus password, PKI card and/or SecureID.
  - A special case arises in the case of registration by higher-level administrative Users:
    - In this case, the wholesale administrator enters the required registration information, including the person-specific business e-mail address (not a collective e-mail box), first and last name, and mobile phone number of the User it wishes to register and assign to a Working Context.
    - The User then receives an e-mail with a link for verification and, depending on the country code of the mobile number, either an SMS or another e-mail with a one-time password.
    - The User must then click on the verification link, enter the one-time password, and set its own password to complete the verification process.
- 2.4 The access permission is not transferable and **account sharing is strictly prohibited**. The User must keep its access data secure and strictly confidential at all times and may not share such data with other employees or third parties in any way. Each authorized person who requires access to the GRP needs to register individually and shall only use the GRP with the individual user account.
- 2.5 Volkswagen AG shall be entitled to withdraw the User's access permission and/or access rights to the GRP at any time. In particular, this is the case if the User is no longer employed by and/or working for importers, direct dealers, dealers and/or authorized Third Parties or if the User breaches these Terms of Use. Upon withdrawal of the access permission, the User may no longer use the GRP.

### 3. Services/Applications by third-party suppliers

Some of the Applications available within the GRP are provided by third-party suppliers. These Applications are subject to the terms of use provided by third-party suppliers. The provision of third-party Applications within the GRP does not constitute a recommendation or guarantee of any kind by Volkswagen AG. Volkswagen AG is not responsible for the content of third-party Applications, nor are third-party suppliers agents of Volkswagen AG.

### 4. Permitted use of the GRP

- 4.1 Personal data must be treated confidentially and protected against unauthorised access or inspection.
- 4.2 The User shall comply with all obligations to archive e-mails and messages insofar as they are classified as trade or business correspondence. No archiving takes place on the GRP.

- 4.3 All rights of Volkswagen AG and of third parties under intellectual property law, including without limitation the laws of copyright, names, and trademarks, shall be respected when using the GRP. The protection of such laws extends without limitation to the images, music, and trademarks (such as "Volkswagen" and "Golf") used by Volkswagen AG. The same applies to the intellectual property rights of Volkswagen Group companies. No grant of any license or other right of use shall be inferred from the accessibility of the GRP.
- 4.4 All improper use of the GRP is prohibited. Users shall in particular
- not circumvent any safety or security measures,
  - not use any equipment or facilities or run any applications that may damage the equipment or facilities or disrupt their functioning, in particular by modifying the physical or logical structure of the servers or the network of Volkswagen AG or by modifying other networks or their server structure,
  - not incorporate the GRP or any part thereof into other advertising, whether private or commercial, and not use it for any commercial purpose.

## 5. Additional provisions for Users with administrative rights (Administrators)

- 5.1 Administrators for the GRP (e.g. wholesale administrators, local administrators, application owners, application admins) are appointed by their respective Working Context. In general, Administrators are responsible for the provision, monitoring, recertification, restriction and revoking of access and administrative rights of their respective Users on the GRP. Access rights for Users are granted by assigning one or multiple Working Contexts and specific roles to the respective Users. Each specific role contains predefined access rights to specific Applications connected to the GRP.
- 5.2 In addition, wholesale administrators are responsible for assigning appointed local administrators of their respective importers, direct dealers, dealers and authorized Third Parties (assignment of dealers and authorized Third Parties to importers or direct dealers in accordance with the data in the "Konzern-Vertriebs-Partner-Stammdatensystem" = KVPS) as well as managing directors of their respective dealers and authorized Third Parties with the necessary roles and administrative rights on the GRP. Wholesale administrators shall activate the predefined access rights within a specific role (of the global role set) according to the requirements of their respective importers, direct dealers, dealers and/or authorized Third Parties and the limitations of each predefined role. Wholesale administrators shall also be responsible for adding and maintaining current and valid contact information (in particular e-mail addresses) of their Working Contexts for GRP-related inquiries and support requests of their Working Contexts and dealers' Users in the respective "Contact Section" of the GRP. Furthermore, wholesale administrators shall be responsible for the maintenance of the legal documents (e.g. privacy policy, terms of Use, imprint) and other relevant documents (e.g. contact and help section) in the footer of their Working Contexts.
- 5.3 In addition, application owners are responsible for cross-brand creation, editing and deletion of application-specific roles. When creating an application-specific role, the application owner must technically ensure the brand-specific processing of application-specific roles within its application. Application owners are also responsible for processing role requests from OEM employees (accept or reject) and for appointing an application owner's substitute and an application admin for its application.

- 5.4 In addition, application admins are responsible for processing role requests from OEM employees (accept or reject) and assigning an application admin substitute.
- 5.5 Users are granted only those access rights that are demonstrably necessary to perform their contractual/work duties for their respective Working Context. Administrators must monitor and ensure that Users are only provided with and/or in possession of such necessary access rights. In particular, the responsible Administrators must ensure that the requesting User actually works for the indicated Working Context and in the indicated role(s) before granting it the appropriate access rights. Furthermore, the responsible Administrators must ensure that the provision of access rights to Users is actually necessary for the respective Working Context.
- 5.6 Administrators shall recertify all Users at least once every 12 months from the last date of administration of the respective Users in their administrative responsibilities. In the course of such recertification, Administrators shall ensure that the respective Users are actually still working for the indicated Working Context and in the indicated role(s) before recertifying their respective access rights.
- 5.7 Administrators shall immediately restrict and/or revoke any access and/or administrative rights of Users that no longer require their current rights to perform their contractual/work duties for their respective Working Context. Administrators shall regularly monitor their Users accordingly.
- 5.8 Administrators shall also immediately revoke any access and/or administrative rights of Users that are no longer employed in their respective Working Context and/or no longer work for their respective Working Context or if the Users violate these Terms of Use. Administrators shall regularly monitor their Users accordingly.
- 5.9 Administrators shall follow all instructions of Volkswagen AG in connection with the GRP and immediately implement all measures required by Volkswagen AG in connection with the GRP.
- 5.10 The managing director of the respective OEM/brand-company, importer, direct dealer, dealer and/or authorized Third Party shall temporarily be responsible for all administrative duties of its Working Context, if this is necessary due to emergency situations.

## **6. Automatic deletion of user accounts**

User accounts will automatically be deleted when the User:

- Is registered on the GRP, but has not been activated his account within 48 hours
- has not been assigned a working context within 14 days after registration
- has not logged into the GRP for more than 365 days
- only has invalid working contexts for 14 days
- loses his last working context. The deletion takes place immediately
- loses his last assigned role in his last working context. The deletion takes place immediately"

## **7. Responsibility of Volkswagen AG, liability**

- 7.1 All information provided by Volkswagen AG on the GRP has been carefully checked. Volkswagen AG strives to keep the content on the GRP up-to-date and accurate. However, no warranty or guarantee of completeness, accuracy, up-to-dateness, or constant availability is given with respect to the GRP. Insofar as advice or recommendations are

given by Volkswagen AG within the GRP, Volkswagen AG shall – without prejudice to any responsibility arising under the laws of contract, tort, or legal provisions of another nature – not be obligated to compensate for any harm or loss suffered by following the advice or recommendations.

- 7.2 Volkswagen AG may – at any time, without notice, and at its discretion – change the content of the GRP or discontinue it entirely. Volkswagen AG is under no obligation to keep the content of the GRP current and up-to-date at all times.
- 7.3 Volkswagen AG assumes no responsibility for the content and the availability of third-party websites and applications that are accessible within the GRP (e.g. via a link). Volkswagen AG expressly dissociates itself from any content potentially giving rise to liability, criminal or otherwise, or that is contrary to good morals.
- 7.4 Volkswagen AG shall have no liability for the content of third-party websites and applications. Regarding all claims for damages or reimbursement for expenses that are based on the content of the GRP and violations of duties for which it is legally responsible, Volkswagen AG shall be liable for its ordinary negligence in breaching essential contractual duties, whereby such liability shall be limited to the damages that are both foreseeable and typical. All other liability is excluded for breaches of duty involving no more than ordinary negligence. The preceding liability disclaimer does not apply to cases involving liability without fault, to liability for injury to life, body, or health, or to liability under the Product Liability Law.

## **8. Security of e-mail communication**

If a User intends to send an e-mail to Volkswagen AG from its private e-mail account, it shall - due to the technical structure of the internet - take its own security measures to ensure the confidentiality and integrity of the content of the e-mail. The User may use e.g. commercially available encryption software for this purpose.

## **9. Final provisions**

- 9.1 Volkswagen AG reserves the right to amend these Terms of Use to the extent reasonable for the User and only with effect for the future. The User must always observe the most recent version of the Terms of Use. The User will be notified of any changes to the Terms of Use when logging into the GRP and must then accept the updated Terms of Use again to continue using the GRP.
- 9.2 Should one or more provisions of these Terms of Use be or become void, the validity of these Terms of Use shall in no way be affected. In such case, the invalid provision shall be replaced by a valid provision coming as close as possible to the economic purpose of the invalid provision. The same applies to gaps in these Terms of Use.
- 9.3 These Terms of Use shall be governed by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 9.4 The sole place of jurisdiction for the settlement of all claims arising from or in relation to the GRP is the court of competent jurisdiction for Volkswagen AG.
- 9.5 Volkswagen AG is neither committed nor obliged to participate in dispute resolution before a consumer arbitration board.