



**PORSCHE**

**Terms of Use  
for the  
Porsche Partner Network (PPN)**

**as of June 1, 2020**

Porsche Cars Canada, Ltd.  
(hereinafter "Porsche")  
165 Yorkland Blvd. Unit 150  
Toronto, ON M2J 4R2

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This version replaces all prior versions of this document.

The Porsche Partner Network (PPN) enables the Porsche distribution organization, service providers, suppliers and other business partners to access content, information, communication channels, knowledge exchange and other functions.

## 1. Definitions

- 1.1. **“Applications”** are the various applications and IT tools integrated into the PPN that are accessible via the PPN Platform.
- 1.2. **“Business Partner”** is any dealer, workshop or other business entity that wishes to use PPN on the basis of these Terms of Use in the context of its cooperation with Porsche.
- 1.3. **“Users”** are natural persons that have been granted access to the PPN on the basis of the Business Partner’s instructions, including employees or subcontractors.
- 1.4. **“PAG”** means Dr. Ing. h.c. F. Porsche AG, Porscheplatz 1, 70435 Stuttgart.
- 1.5. **“Party” / “Parties”** to a contractual relationship established on the basis of these Terms of Use are Porsche and the Business Partner
- 1.6. **“Platform Operator”** is PAG.
- 1.7. **“PPN”** refers to the Porsche Partner Network, consisting of the PPN Portal, the PPN Platform and further integrated Applications.
- 1.8. **“PPN Administrators”** are Users to whom the Platform Operator assigns defined access/administration rights regarding the PPN Platform
- 1.9. **“PPN Platform”** is the central login and administration tool for managing user-related and organizational master data as well as access rights to the different Applications.
- 1.10. **“PPN Portal”** is the central communication and information channel of the global Porsche distribution organization through which an exchange of information takes place within the scope of the cooperation between Porsche, the Porsche dealer network and other service providers, suppliers or contractual partners.

## 2. Scope of these Terms of Use, contractual language

- 2.1. The Platform Operator operates the website and has delegated to Porsche the right to control access to PPN within Canada. The Platform Operator does not necessarily operate other Applications available via the PPN Platform or other websites or portals connected to it. These Terms of Use govern the use of the PPN Portal and the PPN Platform. A use of Applications may be subject to the User agreeing to additional terms and conditions.
- 2.2. These Terms of Use apply independently of the provisions applicable to other business relationships between the Parties or between Users. Terms and conditions of the Business Partner which deviate from these Terms of Use, even if known to the Platform Operator, shall not become part of the contract, unless the Platform Operator explicitly agrees to them in writing.

## 3. Basic functions of the PPN

- 3.1. Creation and administration of master data (User, organizations, contracts, access rights).
- 3.2. Access to information subject to the assigned access and administration rights.
- 3.3. Communication with other Users via chats, blogs and forums, provided, however, that direct (private) communication via the PPN Portal between individual Users is not possible. The Platform Operator and the PPN Administrators have the technical ability to read any communication between Users.
- 3.4. Uploading files, e.g. photos, videos, documents.
- 3.5. Access to Applications, where applicable, subject to agreement to separate terms of use.

#### **4. Registration**

- 4.1. The Business Partner shall notify the Platform Operator or the PPN Administrators of its Users that should receive access to PPN and ensure that all its Users are obligated to comply with these Terms of Use.
- 4.2. Any use of the PPN requires compliance with the latest version of the minimum system requirements described in the PPN device specifications (see Appendix 1).
- 4.3. Registration is carried out by the Platform Operator upon request of the User or the responsible PPN Administrator, e.g. by e-mail stating the first and last name, a valid business e-mail address and the Business Partner to which the User belongs. If the Platform Operator agrees, either the Platform Operator or the responsible PPN Administrator creates the user account for the new User. The new User will receive a link to activate the account and will then be asked to define an individual password and a second authentication factor.
- 4.4. The definition and assignment of access rights and the allocation of roles is the responsibility of the appointed PPN Administrators.

#### **5. Rights of use, indemnification**

- 5.1. Provided that these Terms of Use and, where applicable, further agreements with the Platform Operator are complied with, the Platform Operator grants the Business Partner the simple (non-exclusive), non-transferable and non-sublicensable right to use the PPN Portal and the PPN Platform for the purposes of the business relationship with Porsche. This right of use particularly does not include the downloading, copying and/or distributing of account information, documents or other data that is retrievable in the PPN Portal, unless the Business Partner requires these for conducting the business relationship or the Platform Operator has expressly permitted this.
- 5.2. The Business Partner grants the Platform Operator a sub-licensable, royalty-free, spatially and temporally unlimited right to use any content uploaded by its Users to the PPN Portal, in particular documents and images ("Uploads"), for the purpose of operating the PPN Portal and warrants that it has the necessary rights to do so.
- 5.3. The Business Partner will require its Users to confirm the lawfulness of the content it uploads to the PPN Portal and represents that the Uploads are in compliance with law and do not violate the rights of other users or third parties.
- 5.4. The Business Partner agrees to indemnify, defend and holds harmless the Platform Operator and Porsche (including attorneys' fees) from and against all claims which other users or third parties assert against the Platform Operator or Porsche arising from the acts or omissions of the Business Partner's Users on the PPN Portal or PPN Platform. The Platform Operator remains entitled to take appropriate measures to defend itself against claims of third parties or to pursue its rights.

#### **6. Costs, availability of the PPN, maintenance**

- 6.1. Porsche provides access to, and the Platform Operator provides the PPN Portal and the PPN Platform, in particular the technical infrastructure, to the Business Partner free of charge. If costs are incurred in relation to a use of the PPN, e.g. for the necessary Internet access, the party who incurs them shall bear the costs.
- 6.2. The availability and functionality of the PPN cannot be guaranteed without interruption and may be temporarily unavailable due to circumstances beyond the Platform Operator's sphere of action or control, e.g. technical malfunctions or failures for which the Platform Operator is not responsible. Such external circumstances do not give rise to any claims by the Business Partner against Porsche or the Platform Operator.
- 6.3. The Platform Operator may carry out maintenance work without notifying the Business Partner in advance.

## **7. Obligations when using the PPN**

- 7.1. The Business Partner is responsible to ensure that its Users act with utmost care when using the PPN, taking into account the particular risks associated with the use of the Internet.
- 7.2. The Business Partner warrants that its Users - when using the PPN - exercise due care and attention required when handling business secrets which includes but is not limited to:
  - 7.2.1. securing the transmission of data to the PPN;
  - 7.2.2. "Logout" before leaving the workplace;
  - 7.2.3. omitting measures which could result in an unreasonable or excessive load on PPN or the underlying infrastructure, e.g. the deployment or use of malicious software;
  - 7.2.4. secrecy of the access data and
  - 7.2.5. regularly updating and reviewing the information and data stored in the account on Users, in particular contact data such as the e-mail address, as well as to update itself without undue delay outdated, incomplete, misleading or incorrect information.
- 7.3. The Business Partner ensures that its Users immediately inform Porsche of any unauthorized use of their accounts or a breach of security, e.g. by e-mail to the responsible PPN Administrator.
- 7.4. The Business Partner instructs its Users that they may use addresses, e-mail addresses and other contact data which they receive in connection with using the PPN exclusively for the purpose of communicating within the framework of initiating and handling the business relationships of the Business Partner with Porsche.
- 7.5. The Business Partner ensures that its Users refrain from the following actions when using the PPN:
  - 7.5.1. use any content of the PPN without the necessary copyright or rights of use;
  - 7.5.2. use of data mining, robots or other data collection and extraction tools;
  - 7.5.3. transferring and connecting the PPN as well as granting sub-licenses or de facto access to the PPN to third parties without consent of the Platform Operator or the respective responsible contact persons of the Applications;
  - 7.5.4. carrying out any reverse engineering, decompiling, disassembling or reproducing, copying or duplicating of the PPN, in particular the software behind it, without the Platform Operator's consent;
  - 7.5.5. selling or using information, documents or data of other users or the Platform Operator for purposes other than the business relationships of the Business Partner with Porsche;
  - 7.5.6. actions for blocked Users or Users excluded from using the PPN if the exclusion or blocking is known or has remained unknown due to gross negligence;
  - 7.5.7. committing criminal offences or inappropriate or immoral acts.

## **8. Measures in case of acts of infringement**

- 8.1. Porsche is entitled to take one or more of the following measures if there are indications of a violation of these Terms of Use by the Business Partner or its Users:
  - 8.1.1. issuing a warning to the Business Partner and/or a User;
  - 8.1.2. delaying or refusing the registration or activation of an account or role;
  - 8.1.3. deleting Uploads and other contributions from Users;
  - 8.1.4. temporary blocking or permanent deletion of the account or of the organization of the Business Partner including all Users belonging to it; or
  - 8.1.5. restricting use of the PPN by Users.

- 8.2. When choosing a measure, Porsche will take into account the legitimate interests of the Business Partner and its affected Users. After a User has been blocked, there is no ability to restore the blocked user account.
- 8.3. Failure to take any measures with regard to a violation of these Terms of Use by the Business Partner and/or its Users by Porsche does not waive its right to take measures with regard to current, future or similar violations.

## **9. Confidentiality**

- 9.1. The Parties shall keep confidential all documents, data, information or matters that are introduced or become known in the course of using the PPN or its performance ("Confidential Information").
- 9.2. Information is not considered to be confidential if
  - 9.2.1. it has become publicly known by any means other than improper disclosure by the disclosing Party;
  - 9.2.2. at the time of disclosure, the information is known to the receiving Party without breach or violation of a confidentiality agreement or the receiving party already is in lawful possession of the information;
  - 9.2.3. it is brought to the attention of the receiving Party by a third party who is in lawful possession of the information.
- 9.3. Unless required by law or ordered by a binding administrative or court order, neither Party may disclose Confidential Information without the prior consent of the other Party and shall keep such Confidential Information strictly confidential. All materials and documents containing Confidential Information shall remain the exclusive property of the respective disclosing Party or, where applicable, other third parties, unless expressly provided otherwise.
- 9.4. The obligations under this clause 9 shall remain effective even after termination of the Terms of Use, regardless of the reason for termination. All exchanged materials and documents containing Confidential Information shall be returned to the disclosing Party or deleted or destroyed upon termination of the business relationship with Porsche or use of PPN.
- 9.5. Other agreements on confidentiality between the Parties, in particular within the scope of the business relationship of the Business Partner with Porsche remain unaffected and take precedence over this clause 9 with respect to the specific business relationship.

## **10. Data protection**

- 10.1. During registration and use of PPN, personal data of the User may be collected, stored and processed. The Platform Operator will ensure that any such processing is in compliance with the conditions of applicable data protection regulations.
- 10.2. Any personal data of the User collected by Porsche will be used in accordance with the privacy notice of Porsche which is available at <https://www.porsche.com/canada/>. The Platform Operator's privacy policy posted in PPN shall apply as well.
- 10.3. The processing of data is carried out within the limits of these Terms of Use with regard to purpose, duration, type and scope. The Parties will comply with the requirements of the data protection regulations applicable to them.
- 10.4. The Platform Operator shall in particular comply with the general principles of the GDPR such as data minimization and purpose specification, define and adhere to limited storage periods where necessary and process data only if a legal basis exists for the processing. If the cooperation of other parties is necessary in this context, these parties reasonably support the respective Party.

- 10.5. Should a Party become aware of circumstances which undermine the lawfulness of processing, that Party shall take all necessary measures to ensure the continuing lawfulness of the processing. The Platform Operator will provide appropriate support to the Party that first becomes aware of the circumstances.
- 10.6. The Business Partner is responsible for compliance with applicable data protection laws with respect to its Users.
- 10.7. The Platform Operator will only pass on data to third parties in accordance with the provisions of data protection law.

## **11. Limitation of liability**

- 11.1. The Platform Operator shall not be liable to Business Partner or Users for any reason.
- 11.2. No warranties, whether express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, are made with respect to PPN.
- 11.3. In no event will Porsche be liable to Business Partners or any other party for any incidental or consequential damages that may arise from use of the PPN.
- 11.4. Porsche shall not be liable for any loss or damage that results from the use, performance or availability of PPN absent gross negligence or willful misconduct.

## **12. Amendments to the PPN and these Terms of Use**

- 12.1. Porsche reserves for itself and the Platform Operator the right to change PPN at any time and without prior notice, including the adjustment of functionalities, provided that any changes made are reasonable for Business Partners and their Users. However, Porsche and the Platform Operator are not obligated to make any changes to the PPN.
- 12.2. Porsche reserves the right to amend these Terms of Use in the future. New versions of these terms become effective when made available on PPN. There is no need for a separate notification. The existence of a newer version automatically leads to a replacement of all older versions. Continued use of PPN after the date of posting is deemed to constitute consent.

## **13. Term and termination**

- 13.1. The contract between the Parties based on these Terms of Use is concluded for an indefinite period of time and can be terminated at any time without notice. The right of termination must be exercised in written or text form (e.g. by e-mail to PPN\_admin@Porsche.de).
- 13.2. The user accounts of all Users belonging to the Business Partner will be blocked on the day the termination takes effect.
- 13.3. Any termination of the contract based on these Terms of Use does not affect other business relationships of the Business Partner with Porsche.

## **14. Other Provisions**

- 14.1. The Platform Operator may make use of third parties to provide services at any time and to any extent.
- 14.2. The legal relationship between the Business Partner and Porsche is governed by the laws of the Province of Ontario, without regard for its conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 14.3. Should any provision of these Terms of Use be void or contestable or be invalid for any other reason, the remaining provisions of these Terms of Use shall nonetheless remain effective. In such a case, the Parties undertake to agree on a provision which

comes as close as possible to the void, contestable or invalid provision and which provides for a corresponding economic effect.

## Appendix 1: Security requirements for devices

Only devices that are properly managed in accordance with the current state of the art may be used. Using private devices is not permitted, unless this was explicitly permitted for specific Applications.

In particular, the following requirements must be complied with:

1. It must be ensured that all **security updates** available for the device are installed.
2. Devices that no longer meet the security status issued by the manufacturer (e.g. "jailbroken" or "rooted" devices) may not be used.
3. An up-to-date protection against malware (**virus scanner**) must be installed on desktop operating systems (Windows, Linux, MacOS).
4. The use of the device must only be possible after prior login (authentication).
5. The device must be locked automatically after 10 minutes of inactivity.
6. The administration of access information must only be carried out in password managers that use encryption in accordance with the current state of the art. Browser password memories are not suitable for this.
7. Before devices on which Porsche data are stored are being sold all such Porsche data must be deleted irretrievably.

Notwithstanding the above, it is recommended that the Business Partner implement the security standards of ISO 27001. Based on the relationship and services provided by the Business Partner, Porsche may require a TISAX audit or other assessment method as agreed upon by Porsche and the Business Partner. In the event a TISAX audit is to be carried out, the Business Partner shall - within a reasonable period of time - carry out a TISAX audit ([www.tisax.de](http://www.tisax.de)) with the TISAX audit target specified by the Platform Operator and make the results available to the Platform Operator.

In addition, it is recommended to operate an inventory and asset management in accordance with ITIL or COBIT as well as a service management.

In addition to the above requirements, devices used for multi-factor authentication (e.g. PingID app) must also meet the following requirements:

1. Apps used for multi-factor authentication must be protected by a personally assigned device lock (password, biometry, PIN in hardware storage only).
2. Apps used for multi-factor authentication should use a secure hardware storage (e.g. TPM).