# Terms of Use for Škoda ID and Digital Products and Services

These Terms of Use for Škoda ID and Digital Products and Services ("Terms") set out the general conditions for providing products and services in the digital environment of Škoda Auto a.s., ID number 00177041, with its registered seat at tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav, registered in the commercial register maintained by the Municipal Court in Prague, section B, insert 332 ("Škoda Auto" or "us").

Our mutual rights and obligations regarding the relevant digital products and services, and other useful information about our relationship with you as a consumer or a business person ("you") are stated below. If you are a consumer, special consumer rights may apply. If you have questions, you can contact our customer service department through the e-mail infoline@skoda-auto.cz.

# Škoda ID

#### What is Škoda ID?

Škoda ID is your single sign-on identity in the digital world of Škoda Auto. Therefore, you do not need to register again for each digital product. The use of your Škoda ID is, and will remain, free of charge for you at all times.

Note that there might be digital products you can use only with your Škoda ID. Information about whether you need Škoda ID to use a digital product is always included in the interface.

#### How can you get Škoda ID?

To get Škoda ID, you need a valid e-mail address or – optionally, a valid mobile telephone number as a username and, where necessary, a password ("login data") and any other information required within the registration process.

You can get your Škoda ID by yourself or ask service partner to create Škoda ID for you. Please note that in the case of Škoda ID created by a service partner, some of its functions may be limited until you complete the registration.

#### How can you use Škoda ID?

All the information you might need to use your Škoda ID, e.g., how to activate your Škoda ID or how to reset your password, will be sent to the e-mail address or telephone number you provided. At any time, you can set another valid e-mail address or telephone number as your username or change your password via the settings in your Škoda ID. As Škoda ID is provided free of charge, you can start using this digital product as soon as your Škoda ID registration is complete. This gives you access to your Škoda ID, where you can sign up for other digital products.

Optionally, you can store further data, e.g., your address or profile picture, in your Škoda ID. Storing this data enables other digital products used by you to access this data without you having to enter it again.

You can also use your Škoda ID to sign in to third party services and allow third party services to access to data stored in your Škoda ID, provided you agree to such use by the respective third party in each individual case. If you no longer want to use your Škoda ID in connection with a third-party service, you can remove its connection via the settings in your Škoda ID.

#### Is it possible to edit or delete your Škoda ID?

You can view, edit or delete the data you have entered at any time via settings in your Škoda ID.

You can also view and remove the link to the digital products connected to your Škoda ID. If you remove a link between a digital product and your Škoda ID, you can no longer sign onto this digital product with your Škoda ID. If you want to use such a digital product again, you must sign onto this digital product once more with your Škoda ID.

You also have the option to create a new Škoda ID to sign up for digital products.

You can also delete your Škoda ID entirely. As soon as you have deleted your Škoda ID, you can no longer use it to sign onto or get access to the digital products connected with this Škoda ID. We will not be responsible for any loss of data included in the digital products due to the deletion of your Škoda ID.

Please note that we may deactivate your Škoda ID in case you are inactive for more than 5 years and if no digital product is used via this Škoda ID. We may delete your Škoda ID if you do not sign up for a digital product via this Škoda ID within 1 year after its creation.

We may also delete your Škoda ID created by a service partner if you do not complete the registration process within 1 year after its creation.

#### How should you secure your Škoda ID?

It is your responsibility to protect your Škoda ID login data from unauthorized access. In particular, your password must be treated with strict confidentiality. We have set several requirements for the complexity of your password.

When using your Škoda ID, we strongly recommend that you take the available measures to protect the affected end devices against misuse by unauthorized third parties (e.g., a device password, graphic pattern etc.).

If an unauthorized third party discovers your password, you must change your password immediately or, if you can no longer log into your Škoda ID, you must contact Škoda Auto's customer service department immediately. You are solely responsible for any damage caused to Škoda Auto or third parties as a result of the loss or transfer of your login data.

#### Are there any restrictions and obligations when using Škoda ID?

You must be at least 16 years old to use Škoda ID.

Note that you are subject to certain restrictions and obligations when using Škoda ID. See the YOUR OTHER RIGHTS AND OBLIGATIONS section in these Terms.

### **Our Digital Products and Services**

We provide products and services in the digital environment. For ease of understanding, we will use the term "digital products" in these Terms for Škoda ID and the following digital products.

Please note that if the vehicle is assigned to a fleet, the fleet operator may disable activation of certain digital services or some of their functionalities.

#### 1. Car Feedback (Share Your Feedback)

The "Car Feedback" serves for vehicle rating, gathering the first emotion and product satisfaction from you. Car Feedback enables you to submit a rating regarding your vehicle and our mobile application in real time directly to Škoda Auto. You can submit positive, neutral and negative rating. The goal is continual product improvement and better user experience.

#### 2. Car Configurator

The "Car Configurator" allows you to build a vehicle in the configurator's digital environment reflecting your wishes and ideas. Note that the purpose of the configurator is not to offer the displayed vehicles for sale or to promote them, i.e., it is not an offer within the meaning of Section 1732 of Act No. 89/2012 Coll., Civil Code, as amended. Also please note that all prices listed in the Car Configurator are recommended prices and they are for information purposes only, as is any other data related to selected vehicles in the Car Configurator.

#### 3. Wishlist

The "Wishlist" allows you to store vehicle you are interested in, e.g. stock vehicle or vehicle built with Car Configurator into your Škoda ID. Based on your selection you can be informed about the changes to the offer and stock availability.

#### 4. Škoda Connect Services

Not available in these markets: Australia, India, New Zealand, Turkey, Morocco and Taiwan.

Škoda Connect Services are always linked with the vehicle. Please note that the initial period of provision of Škoda Connect Services starts from the moment you log in to the vehicle as primary

user. However, if you don't log in to the vehicle as a primary user within 90 days from activation of Škoda Connect Services, the initial period starts anyway and the length of the initial period is reduced. This period reduction applies only to the initial period of provision of Škoda Connect Services but is valid also for any other primary user who logs in to the vehicle. Any service renewal will start when the previous period ends.

The Škoda Connect Services are grouped in packages containing respective services as follows.

#### **INFOTAINMENT ONLINE**

#### + Online POI-Search (text/voice)

The "Online POI-Search (text/voice)" function allows you to search for personal points of interest in a fully targeted manner at each location via Google<sup>®</sup>. At the same time, the continuous update of data from the Internet ensures many surprising and useful discoveries for even greater entertainment on your journeys. To search for points of interest, the co-ordinates of the selected location and search radius, selected language and voice command file are transmitted from the vehicle to Google<sup>®</sup> and Škoda Auto.

#### + Petrol Stations

The "Petrol Stations" function provides you with information about the fuel stations in the vicinity of the vehicle. The search results, besides the location, also contain fuel price data and opening hours. When searching for fuel stations, current co-ordinates are transmitted to Škoda Auto and from there to the Škoda Auto authorised search service.

#### + Parking Spaces

Using the "Parking Spaces" service, you search for suitable parking facilities in the vicinity of the current location of the vehicle. The application shows the total number and number of vacant parking spaces. Furthermore, the service informs about prices, opening times and distances. The appropriate parking facilities are displayed in the preview of the navigation system. When searching for parking, current co-ordinates are transmitted to Škoda Auto and from there to the Škoda Auto authorised search service.

#### + Online Traffic Information

Using the "Online Traffic Information" service, you always have up-to-date information about the actual traffic situation, and you can thus, for instance, avoid traffic jams in time. The Online Traffic Information shows the actual traffic situation on the navigation system. This information is provided by the traffic service authorised by Škoda Auto. For the purpose of updating the traffic information, the vehicle transmits its co-ordinates, the direction of travel, speed, date and time and its temporary random identifier to this service.

#### + Online Destination Import

Through the "Online Destination Import" service, you can import individual destination into the navigation system of the vehicle before starting a journey. If you are searching for a destination on the map in the mobile application, a query is sent to the map service provider.

#### + Online Route Import

Using the "Online Route Import" you can, prior to starting a journey, send the individual ready routes in the mobile application, to the vehicle's navigation system. For the routes to be accepted, the navigation system must be online, and it must contain the map data of the given destinations. The number of routes that can be stored may be limited.

#### + Online Route Calculation

The "Online Route Calculation" brings you even more precise navigation with predictive calculations. Information about your destination is being sent to the backend server of the service provider. The calculation takes into account available traffic information and recommends to the user the best route profiles. If anything changes on a selected route, you will receive routing optimizations.

#### + Online Map Update

The "Online Map Update" allows you to update the maps in the navigation system via the Internet. The updates are offered according to the individual countries, respectively, regions. Depending on the vehicle model, production period and generation of Škoda Connect the updates are downloaded either automatically on background - only for relevant areas of the trip, or manually by you. You will be notified as soon as new map updates are available. For manual updates, you can then select the desired update in the vehicle infotainment.

#### + Weather

#### This service is no longer supported and will be gradually discontinued.

The "Weather" service provides current weather information for the current location and destination. At the same time, the system takes the assumed arrival time into consideration. The weather forecast for the current vehicle location or navigation destination is provided by the meteorological service authorised by Škoda Auto. In the query, the vehicle sends the co-ordinates of the required location together with the language settings and units of measure to Škoda Auto. From there, the information is transferred to the meteorological service.

#### + News

#### This service is no longer supported and will be gradually discontinued.

You can demand news from your vehicle and these will be provided by the news provider(s) you selected via the Skoda Connect Portal (prior to its termination).

#### + Online Voice Control

The "Online Voice Control" is an on-top function for the standard Voice Control. It is used especially when searching for destinations in navigation, points of interest (POI) or when dictating SMS messages. When using the Online Voice Control your voice recordings with essential technical information (e.g., infotainment language, country, software version) is being sent to the cloud backend system of our service providers.

For specific vehicles you may grant additional consent to get shorter response time and significantly increase the relevancy of navigation results thanks to processing location data for specific outputs e.g. weather forecast or information about points of interest nearby. This consent is called "Online Search Optimisation". For more information, please visit Availability List.

#### + Charging Stations

The "Charging Stations" service for electric vehicles provides you with information about the charging stations in the vicinity of the vehicle. The search results, besides the location, also contain charging provider, plug types, the price for charging and other data such as opening hours. When searching for charging stations, current co-ordinates are transmitted to Škoda Auto and from there to the Škoda Auto authorised search service.

#### + Gracenote

The service "Gracenote" recognizes playing tracks and provides information available online. The data is then saved to your onboard database.

#### **CARE CONNECT (PROACTIVE SERVICE + REMOTE ACCESS)**

Care Connect enables you to access the safety and service functions of the vehicle via the mobile application and contains respective services as follows.

#### + Vehicle Status (formerly known as Doors and Lights)

Using the "Vehicle Status" service, you can check whether the electric windows, doors, bonnet and boot lid are open or closed, whether the vehicle is locked or unlocked, and whether the parking lights are on or off. You can request the current data on the condition of the vehicle via the mobile application. The service only reads the actual information about the condition of the vehicle and displays it.

#### + Car Access

The feature "Car Access", which is part of the mobile application, allows selected external partners to deliver goods or services directly into your vehicle without your presence. External partners may also require you to accept their terms and conditions.

#### + Driving Data

You can use the "Driving Data" service to display the average speed, duration of the journey, distance travelled and average fuel consumption without the need to get into the vehicle. At the end of the journey, the given data are sent to Škoda Auto after locking the vehicle and they are available on demand via the mobile application.

#### + Parking Position

The "Parking Position" enables you to view the last known location of the vehicle. Using the mobile application, you can find your way to the location of the vehicle. When you take the key out of the ignition, the current parking position is ascertained on the basis of GPS co-ordinates and the vehicle sends the position automatically to Škoda Auto where it is stored. The location can be retrieved using the mobile application. Škoda Auto does not compile profiles of the movement of the vehicles or individual persons. If the vehicle is later, for instance, towed away or stolen without starting the vehicle or removal of the key from the ignition, it is not possible to ascertain the new location of the vehicle.

#### + Vehicle Health Report

The "Vehicle Health Report" informs you about the current condition of the vehicle. You can visualise current vehicle alerts and/or any service needs and administer them (e.g., by printing or archiving). Depending on the vehicle model, production period and generation of Škoda Connect, the Vehicle Health Report can be requested automatically or manually by you (via the mobile application). The vehicle then transmits the current vehicle condition data to the mobile application, where the Vehicle Health Reports can be viewed. If any warning lights and error messages are displayed on the dashboard panel in the vehicle you are still obliged to act according to advice in the owner's manual.

As part of this service, we will calculate your "Driving Score" that is a number that tells you how safely you are driving. It can be subdivided into several sub-numbers to help you identify areas to improve your safety and the safety of others on the road. The Driving Score and its sub-scores are calculated based on information generated directly from the vehicle and displayed to you in the mobile application with personalized driving tips from February 2025. With your consent, other entities (e.g. insurance companies) may access your Driving Score.

#### + Service Scheduling

Thanks to this service the vehicle automatically sends information if service is required as well as technical information for automated analysis, identification and prediction of potential technical issues. For this purpose, we evaluate key data provided by selected Skoda Connect Services like oil temperature, brake pressure, battery status as well as past maintenance records carried out with

the vehicle (e.g. spare parts exchanged, date). This service is optimized by interconnecting this information with aggregated technical information on the product in its current operating environment to ensure the most accurate prediction. For some countries it is possible to generate also Service Leads manually via Manual Appointment in vehicle infotainment or via the mobile application. The leads are sent primarily to the service partner selected by you and the respective importer. Service partner will proactively contact you by preferred communication channel (e-mail, telephone) and agree on appointment with you. In specific cases when the selected service partner is not able to process the leads, data may be forwarded to the other authorized service partner or importer. Due to changes in the authorized service network, you can be asked via the mobile application to select a new partner from the updated list. In some cases, you may be informed about the need for service also via infotainment notification, and/or mobile application. You can deactivate this service by deletion of your service partner, or choose a different service partner at any time via the mobile application. The service is only available on selected vehicle models.

#### + Pay to Park – service only available in certain countries

The "Pay to Park" service allows you to find and pay for a parking space of your choice in supported cities across Europe. Furthermore, the service informs about prices and opening times. This service can be used via mobile application app and/or the vehicle infotainment. In order to arrange parking for you, the data are transmitted to Škoda Auto and from there to the Škoda Auto authorised search service. The service is provided by a third party (Parkopedia Limited, 232 Sladepool Farm Road, Birmingham, West Midlands, B14 5EE) and Škoda Auto acts as a platform provider for service delivery. This company then authorises the payment and processes the transaction with the parking provider. Localisation data, technical information on the product, identification data and transaction data is required and processed by a third party. Therefore consent to the legal documents of the third party service is required.

#### + Pay to Fuel – service only available in certain countries

The "Pay to Fuel" service allows you to pay for refuelling at supported fuel stations directly from their vehicle's infotainment system. The service allows you to select a pump based on your location and pay for fuel without having to leave you vehicle.

To provide this service, the transaction data is transmitted to the server of the company (Parkopedia Limited, 232 Sladepool Farm Road, Birmingham, West Midlands, B14 5EE) that manages the Pay to Fuel service and a company (ryd GmbH, Landsbergerstraße 94, 80339, Munich) which serves as an aggregator of all available petrol stations. This company then authorises the payment and processes the transaction with a chosen petrol station. In order to provide this service, identification and transaction data is required and processed by a third party. Therefore consent to the legal documents of the third party service is required.

#### + Breakdown Call

The "Breakdown Call" via the 3-button module in the ceiling of the vehicle can be used to establish a voice connection with the call centre operator and report a vehicle breakdown or accident. At the same time, the vehicle automatically sends the current location and technical information on the product (vehicle data) to the call centre. Due to the vehicle data sent, the call centre operator gets the necessary information for a precise recommendation of what you should do, or if necessary, the operator calls the roadside assistance. If your Škoda ID is created and Škoda Connect services are activated, the call centre operator will also be able to use your contact information stored in Škoda ID. For your convenience, the contact information, information about vehicle breakdown or accident and vehicle data will be forwarded to the selected authorized service partner or other third parties (e.g. insurance companies) based on your instruction for further professional assistance.

In case of an accident, you also have the option to record the accident details directly within MyŠkoda. This will facilitate and speed up communication with your selected authorised service partner so that everything is handled conveniently and as soon as possible.

#### + Info Call

The "Info Call" via the 3-button module in the ceiling of the vehicle can be used to establish a voice connection with the call centre operator, who provides information and answers concerning Škoda offer, and as well about Škoda Connect services as one of the Škoda product portfolio.

#### + Automatic Accident Notification

The "Automatic Accident Notification" detects that a traffic accident has occurred below the threshold for activation of the airbags, and asks, if you want to send a call-in case of vehicle failure. If you send a call-in case of failure, the vehicle localisation data are sent to the call centre. Via the voice connection, the call centre operator subsequently agrees on further procedures with you and initiates the appropriate action. Upon request, you can get the vehicle towed to the nearest service partner.

#### + Honk & Flash

Using the "Honk & Flash" service, you can remotely control the warning lights, and horn of the vehicle through the mobile application if you are within the sight range (approximately 500 meters) from the vehicle. Using the Honk & Flash service, you can switch the warning lights and horn of the vehicle on and off, as well as display the current blinking and hooting status. In order to ensure that you are within the close circuit from the vehicle, upon activation of the horn and warning lights via the Honk & Flash service, the position of your smartphone and the position of the vehicle are compared.

#### + Online Auxiliary Heater

The "Online Auxiliary Heater" service allows you to control the heating system via the mobile application. For example, you can program departure times, so that the heating system automatically switches on and the vehicle is heated up to the desired time. With the Online Auxiliary Heater the heating system can be also switched on or off at any time. Due to safety reasons, you are obliged at first to set a security identification number (S-PIN) that must be entered with every change of the Online Auxiliary Heater settings.

#### + Online Anti-Theft Alarm

Through the "Online Anti-Theft Alarm" service, you can get information in the mobile application (Push Message) and/or by e-mail about the activation of the Anti-Theft Alarm. At the same time, you will receive information about the reason for the activation and the activation period so you can immediately take corresponding steps.

#### + Lock and Unlock

Using the "Lock and Unlock" service, you can remotely lock or unlock the via through the mobile application. To enable this function, your identity has to be verified. The verification can be made by a service partner, who will provide the detailed information, or through the interface if available.

#### + Remote Charging

Thanks to "Remote Charging" you can remotely control the charging process of the PHEV vehicle which was plugged to the power socket from anywhere. You see the actual state of charge and the status of the charge plug. Depending on the vehicle model, production period and generation of Škoda Connect you may activate low temperature warning, which notify you about the necessity to pre-heat the battery to deliver optimal range performance in low external temperatures.

#### + Remote Air Conditioning (formerly known as Climate Control)

The "Remote Air Conditioning" is a service for PHEV vehicles. This service brings you the possibility to cool down your vehicle before you get into it. The desired temperature level is set, and air conditioning is activated via the mobile application. You can choose whether the air conditioning shall be activated only when the vehicle is connected to the charging station or also in status without plugged charging connector. In addition, windshield heating can be activated.

#### + Departure Planner

The "Departure Planner" for the electric vehicles can be programmed and transmitted to the vehicles via mobile application. The vehicle "wakes up" and performs the charging process/pretrip air conditioning according to a customized schedule. The vehicle notifies you via the mobile application about the status. Thanks to this service you will always find a charged vehicle ready for your trip. Please note that this feature is no longer provided in this service package and for new customers is available as part of the Care Connect: iV Remote Services package.

#### + Online Personalisation

The "Online Personalisation" service allows you to set, save and restore favourite settings within vehicle. All of the settings are synchronized with Škoda ID – information is stored in the Škoda data servers. This brings the possibility of an easy transfer of settings between different vehicles.

#### + Online Ventilation

The "Online Ventilation" brings you the possibility to ventilate the vehicle's interior for a certain amount of time before departure. This service is available only for vehicles that are not equipped with an auxiliary heater, and it can be controlled via the mobile application.

#### + Digital Certificate

The "Digital Certificate" service allows you to display an overview of selected vehicle information via the mobile application. The overview contains e.g., vehicle description, technical specification, original equipment at the time of production, mileage and if available also other information shared with Škoda Auto by authorised service partners, such as the service records associated with warranty repairs, non-warranty repairs and regular maintenance, if available. This overview can be generated into the form of a PDF certificate, limited up to five times in an hour.

#### CARE CONNECT: IV REMOTE SERVICES (ONLY FOR FULLY ELECTRIC VEHICLES)

#### + Departure Planner

Using the "Departure Planner" service, you can plan your charging and air-conditioning process (heating and cooling). Charging plan recognizes the vehicle's location (e.g., Home, Work, Cottage) and after the cable is plugged in it starts to follow charging settings. With this service, you can use cheap off-peak electricity tariffs by choosing preferred charging times. The second part of the Departure Planner is the Air-condition plan, which ensures that the car is always prepared before the ride, with the interior at the perfect temperature.

#### + Climate Control

The "Climate Control" is a service for fully electric vehicles. This service brings you the possibility to cool down your vehicle before you get into it. The desired temperature level is set, and air conditioning is activated via the mobile application. You can choose whether the air conditioner shall be activated only when the vehicle is connected to the charging station or also in status without plugged charging connector. In addition, windshield heating can be activated.

#### + Remote Charging

Thanks to the "Remote Charging" service you can remotely control the charging process of the fully electric vehicle which was plugged to the power socket from anywhere. You see the actual state of charge and the status of the charge plug. Depending on the vehicle model, production period and generation of Škoda Connect you may activate low temperature warning, which notify you about the necessity to pre-heat the battery to deliver optimal range performance in low external temperatures.

#### + Plug & Charge

Thanks to the new "Plug & Charge" service, you will be able to start charging at public charging stations without the need for any external authorization (RFID card or app). Once you have enabled the Plug & Charge for your subscription, simply activate the Plug & Charge using the mobile application. From then on, your vehicle will automatically authorize public charging with your subscription at compatible the Plug & Charge charge needs and stations.

#### Infotainment Apps (Smart Apps bundle)

#### + Weather

#### This service is no longer supported and will be gradually discontinued.

The "Weather" application allows you to get the latest weather report for your current location, destination or anywhere else with detailed forecasts including precipitation predictions.

#### + News

#### This service is no longer supported and will be gradually discontinued.

The "News" application let you find out what is happening around from our Feed page. Browse your favourite news providers. Search for a specific topic you are interested in. You can also customize the subscribed channels or topics.

#### + Traffication

The "Traffication" application increases your security by providing traffic-related warnings from the vicinity of the vehicle without the need for running navigation app.

#### + Calendar

The "Calendar" application allows you to manage your time management and get up to 6 Microsoft and Google calendars to your infotainment screen. Join the teleconference from your car (via mobile network) or easily navigate to the meeting location.

#### EMERGENCY CALL

#### + Emergency Call

The main task of the "Emergency Call" is to provide instant assistance. It is activated automatically after an incident if sensors report a major accident. The vehicle establishes an audio and data

connection to a special emergency call centre and conveys all the necessary information. A voice call is established, and the customer is looked after until help arrives.

#### 5. Škoda Connect LITE Services

#### Service availability is guaranteed until June 2025.

List of countries with Škoda Connect LITE Services: Finland, Great Britain, Greece, Ireland, Italy, Poland, Portugal, Slovakia, Serbia, Bosnia and Herzegovina, Romania, Canary Island, Spain, Czech Republic, Ukraine, Netherlands, Germany and Morocco.

The use of the Škoda Connect LITE Services is dependent on the following conditions:

- The compatibility of the Škoda Auto adapter ("DataPlug") with the vehicle. Information on compatible vehicles is available at <u>www.connect-lite.com</u> and from participating service partners.
- An active Bluetooth connection between the DataPlug and the user's compatible device.
- The mobile data connection of the device and sufficient mobile reception at the location of the vehicle with the DataPlug.
- GPS functionality and activation in the compatible device.

#### + Trips

The "Trips" service records trip data and store them locally on your mobile device. Routing, date, time, miles driven, duration, driving time, standing time, average speed, maximum speed and approximate fuel costs (derived from the "Fuel Monitor" service) and information about economical driving are recorded. Here, the parameters start time and end time, engine speed, acceleration and braking behaviour, speed and coolant temperatures are used to classify the driving style as "efficient" or "not efficient", and rewarded with the corresponding points. If you do not delete the trips, they will remain stored on your mobile device until you uninstall the Škoda Connect LITE app.

#### + Challenges

The "Challenges" service allows you to collect further points in addition to the points for an efficient driving style in order to attain status upgrades more quickly.

The maximum scope of the parameters used to define successful completion of individual challenges in different combinations comprises: efficient driving style, distance, speed, acceleration and braking behaviour, coolant temperature, time period, destination, engine speed, difference in altitude, number of trips and information about filling of the fuel monitor. When a challenge has been completed successfully, this remains stored on your mobile device until you uninstall the Škoda Connect LITE app.

#### + Assistance Call

In an emergency, a user is able to directly call the following numbers:

- Roadside assistance
- Customer service

The app also gives you the option to share your location with others, e.g. by text message or by email.

The location can only be transmitted if the mobile device is able to identify a valid location and if you have activated the transmission of localisation data for the Škoda Connect LITE app in the settings of your mobile device. When the user dials a telephone number, a voice connection is set up. When a call is made, only your telephone number will be transmitted.

#### + Service and Schedule

The "Service and Schedule" service gives you an overview of Škoda service partners. You select an authorized service partner as your favourite. Due to changes in the authorised service network, you can be asked via mobile application to select a new partner from the updated list.

In addition, you can also have the contact data and the distance to the service partner displayed, initiate a telephone call and use the navigation software in your mobile device to guide you to your service partner. Localisation data need to be transmitted to allow the service partners in the vicinity of your current location to be displayed.

If you are logged in, the Service and Schedule allows you to manage your agreed and performed service appointments locally on your smartphone. It also enables you to send a service appointment request on a topic of your choice to your selected service partner. As soon as you have been notified of an appointment by your selected service partner, Service and Schedule enables you to enter this manually in the relevant request. The data are sent to the service partner selected by you and respective importer.

Please note that your appointment will never be confirmed using the Škoda Connect LITE app. The appointment entered by you will not be transmitted to Škoda Auto. Any changes you make or deletion of the manually entered appointment in the Škoda Connect LITE app will not be transmitted to your preferred service partner. No data is automatically transmitted to the service partner.

If an appointment is in the past, you can also add images to the appointment, e.g. the invoice. Furthermore, the app may – with your consent – set up an entry in the calendar in your mobile device. If you do not delete the entries, they will remain stored on your mobile device until you uninstall the Škoda Connect LITE app.

#### + Service appointment request

If a service requirement is identified on the basis of the red warnings determined by the Škoda Connect LITE app, you have the possibility of calling Roadside assistance.

If a service requirement is established on the basis of the yellow warnings and error messages determined by the Škoda Connect LITE app or due to the service intervals for inspection or oil change service, you can request an individual service appointment proposal from your preferred Škoda service partner stored in the menu item "Service and Schedule". For this purpose, you have the following options:

#### 1. Automatic service appointment request: If you give your consent for an automatic service

appointment request for the inspection service and/or oil change service, the necessary vehicle and customer data are automatically transmitted to your preferred service partner (i.e. without your manual intervention) when the selected service requirement is identified. You may revoke your consent at any time with effect for the future.

#### 2. Manual service appointment request: If you have not given your consent in the Škoda Connect

LITE app settings for an automatic service appointment request for the inspection service and /or oil change service and if a yellow warning or error message is issued or a service requirement (inspection / oil change) is identified, you can issue your consent to sending a service appointment request specifically for this yellow warning, error message and/or inspection / oil change service requirement. The necessary vehicle and customer data are then transmitted to your preferred Škoda service partner.

If you do not consent to your data being transmitted, the service appointment request service will not be available and no data will be transmitted to a service partner.

#### + Statistics

The "Statistics" service statistically evaluates parameters selected for you, e.g. kilometres driven, driving time or the average efficient driving style. For this purpose, for example, date and time, mileage reading and speed are recorded. These statistics can be displayed for different time frames (day, week, month, year). Evaluation is restricted to the data stated in the services "Trips", "Fuel Monitor" and "Challenges".

#### + Fuel Monitor

On many vehicle models, "Fuel Monitor" automatically identifies a refuelling stop as soon as the fuel level is increased by at least 10 litres (if refuelling is not automatically identified, you can enter it manually). This function allows you to set up and save an overview of refuelling stops, their costs and the number of kilometres driven. When the Škoda Connect LITE app connects with your DataPlug, an approximate value for the number of litres of fuel added is detected. You can manually edit this value at any time. When a refuelling stop is automatically identified, the location where you refuelled is identified using the geoposition of your mobile device, and automatically saved in the Fuel Monitor.

The location can only be transmitted if the mobile device is able to identify a valid location and if you have activated the transmission of localisation data for the Škoda Connect LITE app in the settings of your mobile device.

If you do not delete the refuelling stops, they will remain stored on your mobile device until you uninstall the Škoda Connect LITE app.

#### + Parking Space

The "Parking Space" service saves the last known location of the vehicle and displays this on a map, including the time you parked and the parking duration. In order to determine the vehicle's parking position, the geoposition of the mobile device is stored in the Škoda Connect LITE app as soon as the connection between the vehicle and the app is separated after a trip. The parking position identified is then displayed on a map section of the Google Maps service.

The last parking position identified remains stored on your mobile device until you uninstall the Škoda Connect LITE app.

#### + Tyres

The "Tyres " service gives you the possibility to enter relevant information about the selected running tyres (winter tyres / summer tyres / Nordic tyres / all-season tyres ) – e.g. tyre manufacturer, mileage, date of production or the appointment for changing tyres and a reminder for this. In addition, a corresponding individual service appointment can be requested with your selected Škoda service partner for a tyre change or to buy new tyres.

If you have activated notifications, you will be reminded of an agreed tyre change appointment entered in the Škoda Connect LITE app.

#### + Data Backup & Recovery

The "Data Backup & Recovery" service protects you against loss of data and allows you, for example, to transfer your data to a new mobile device if you lose or exchange your old one. This service even makes it possible to change between the iOS and Android operating systems.

For this purpose, a backup copy ("Data Backup") of the data stored in the Škoda Connect LITE app is created on the the backend server for the following services:

- Trips
- Challenges
- Service Partner
- Service and Schedule
- MyŠkoda
- Statistics
- Fuel Monitor
- Parking Space
- Tyres

The Škoda Connect LITE app settings are also transferred to the backend server for the same purpose. The backup copy on the backend server can be deleted using "Data Backup" & "Other Options" in the settings.

To minimize use of your mobile data volume, large volumes of data (> approx. 100 kB) will only be transferred over an existing Wi-Fi connection. A backup copy is generated at least once a day. To guarantee data security, the Škoda Connect LITE app can only be used with one Škoda ID and only with one device at one time.

# Auxiliary Heater (Digades GmbH / Dfreeeze) - this service is only available in the Finnish + market

The Auxiliary Heater service is offered by Digades GmbH, Äußere Weberstraße 20, 02763 Zittau, Germany. Use of this service is subject to the conditions of use and data protection provisions of Digades GmbH / Dfreeeze.

After setting up a user account with Digades GmbH, you can log in within the Škoda Connect LITE and control your auxiliary heater using the access data for your Dfreeeze user account. Your access data will only be stored locally on your mobile device and will not be transmitted to backend server.

The commands for controlling your auxiliary heater will be transmitted directly from your mobile device to the Digades GmbH data server, which in turn will forward the command to the Dfreeeze module installed in your vehicle.

Škoda Auto will not forward any personal data processed in the course of using the Škoda Connect LITE App or Škoda ID to Digades GmbH.

#### 6. Functions on Demand ("FOD")

The "FOD" are specific Škoda Connect services that can extend the scope of functions of your vehicle as well as bring new possibilities of Škoda Connect services for the vehicle. However, please note that we will only activate the option for you to use a particular FOD service via the interface, but the proper functioning may depend on the vehicle equipment of your vehicle and that is not part of this FOD service. The vehicle itself and its equipment are governed exclusively by the terms and conditions in the vehicle order (purchase, leasing or rental contract).

The available FOD services are as follows:

#### + Laura

The "Laura" is a vehicle voice-controlled digital assistant. With Laura's help, you can fully focus on your driving while Laura controls various vehicle functions for you.

#### + Navigation

This function adds navigation features to your Bolero radio.

#### + Traffic Sign Recognition

This function allows your vehicle to read and display the traffic signs in front of you.

#### + Ambient Lighting – Additional Functions

This function provides new features of ambient lighting as a red warning indication light for open doors or a blinking red light when the child safety lock is triggered.

#### + Ambient Lighting – Additional Colours

This function provides the option to use an additional colour range for LED ambient lighting and extends the palette to 30 attractive dashboards, front-door and footwell lighting options.

#### + High Beam Control

This function provides the feature to activate automatic switching between high and low beams.

#### 7. Other services

#### + Digital Manual

When you need to find some information in the manual, you no longer need to search through the paper version. You can find the "Digital Manual" in the mobile application. In some vehicles it is also available directly in the vehicle infotainment.

#### + Online Data for Travel Assist

The extension called the "Online data for Travel Assist" provides a precise localization within the environment and thus enhances the performance and availability of the Travel Assist. In order to make your trip more comfortable and safer, it uses online connection to improve partly automated driving on the roads by using for example following data from vehicles driving the same road before you: location, road topology, lane markings, traffic signs. In order to download information relevant to your trip only, the vehicle's network identifiers and location is sent to our server.

#### + Online Service Booking ("OSB") - this service is only available in the Czech market

Via mobile application you can book a service appointment online using the Online Service Booking "OSB" platform. It brings new options for booking appointments with your desired service partner on a specific date and time. For your convenience, your personal details from Škoda ID such as name, surname, e-mail and phone can be pre-filled for you in the form.

#### 8. MyŠkoda App Services

#### + Track & Explore

The "Track & Explore" service allows you to view your vehicle configuration and order status an provide you with with How-to-videos related to your vehicle.

This service is currently available only in cooperation with selected Škoda service partners.

#### + Discover News

The "Discover News" is a dynamic feed with visual content and subtexts, connected to Škoda social media channels.

#### + Powerpass

The "Powerpass" service allows you to charge and manage charging sessions of your plug-in hybrid and iV vehicle. With Powerpass, you can subscribe and manage Powerpass tariffs, control invoicing, payment methods as well as pair and manage your wallbox. You can also access charging statistics and the charging history, manage and remotely control charging sessions for your vehicle and run RFID charging cards – e.g. activate or deactivate for use – at any time.

Please note that charging contract including charging plan is provided by Volkswagen Group Charging GmbH, Germany, and Volkswagen Group Charging CZ s.r.o., Czech Republic (within the Czech Republic) ("Elli") under joint responsibility. More information on the processing of your personal data by Elli can be found in Elli's privacy policy at https://www.elli.eco/en/privacy.

#### **Third Party Services**

We may provide or allow you to use other services operated by third parties that may require you to follow their specific terms and conditions, and that may process your personal data according to their privacy policy. In such case, you are obliged to comply with the third party's terms and conditions. In case you are facing technical or any other issue with such a third-party service, you can contact the third party provider directly.

A detailed specification of the digital products is provided on the website, application, infotainment or other interfaces described below. Škoda Auto will update its digital products from

time to time and such updates will be made available to you when they are published. The update may require your cooperation, please follow instructions in the interface. It is highly recommended to update while you are not driving and using the vehicle as infotainment including eCall service will not be available nor operational during the update process.

### Interfaces for digital products

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You can access our digital products through multiple interfaces:

- internet portals, websites and webpages;
- mobile applications (e.g., MyŠkoda app or Škoda Connect LITE app);
- vehicle infotainment systems;
- other interfaces, including virtual assistants, chatbots and other systems allowing you to access our digital products.

To simplify matters, we will use the term "interface" in these Terms.

The Terms apply to whatever interface you choose to use for the digital products, and therefore, you must comply with them. However, the scope of the digital products and their particular functionalities may differ based on the type of interface, type of vehicle and its equipment, model year or the country concerned. Detailed info can be found here.

You may need a data connection to be able to use the digital products or some of their functionalities. Also, the digital products are only available for Škoda Auto vehicle infotainment systems and some of the digital products are only designed for certain types of vehicles, such as hybrid or electric vehicles. Our digital products available through mobile applications can only be used with certain types of mobile devices. You may find the information about compatibility, functionality and interoperability of our digital products in the infotainment or other interface. For more information about mobile phone application please visit the respective store (e.g., App Store, Google Play).

#### Are there any special rights and obligations with regard to a specific interface?

We reserve the right to extend, reduce or modify the scope of the internet portals, websites webpages, and mobile applications, its functions and availability by means of updates that are necessary to keep the digital products free from defects. If such update is not necessary for keeping digital products free from defects, you may have the right to terminate the contract according to these Terms (see Changes of digital products).

We also reserve the right to set minimum requirements for each interface and we can change these requirements from time to time. In order to be able to use the digital product, you may need to update your mobile device or computer operating system or a web browser or the interface in general to a newer version.

#### Which virtual smart voice assistants can be used to control digital products?

Through specific voice commands, you can ask Amazon Alexa and Google Home for selected information about Škoda vehicles equipped with supported Škoda Connect services.

### Contract for the provision of digital products

When accessing digital products, you enter into a contract between you and Škoda Auto under these Terms. The rights and obligations connected to the specific digital product apply to you as of the moment you start using the digital product.

The contract is concluded at the moment Škoda Auto confirms that a digital product you applied for will be provided (e.g., by receiving confirmation via the interface). You can check all the provided information before sending it to us (e.g., by clicking on the order button) and enter into a contract in English or in the language of your language preference in the interface. The concluded contract is archived by electronic means and is not accessible to any third parties. We will send you the confirmation of the concluded contract before we start providing the digital products.

Škoda ID may be required to use specific digital products.

Please note that you may also have to follow other instructions provided through the interface.

## Use of other digital products

#### How can you sign up for other digital products?

You can sign up for specific digital products only with your Škoda ID. Other digital products may require different means of registration or may be available without any registration. Information about how to sign up for a specific digital product is always included in the interface.

You may also ask your service partner for help with signing up for a digital product.

#### When can you start using other digital products?

You can start using our digital products as soon as you receive confirmation that you have successfully signed up for the digital product or as soon as you are able to use the requested digital product.

#### Are there any restrictions and obligations when using the digital products?

Note that you are subject to certain restrictions and obligations when using the digital products. See the YOUR OTHER RIGHTS AND OBLIGATIONS section below.

Please also note that if the vehicle is assigned to a fleet, the fleet operator may disable activation of certain digital services or some of their functionalities.

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### Fees and costs for the digital products

#### Are there any fees or costs for digital products?

Some digital products are provided free of charge, including your Škoda ID, while others may be subject to a fee. The current fees, including all taxes and other costs, are always included in the interface.

Škoda Auto may provide you with discount or a special offer for the digital product. Specific rules and conditions for applying and using such a price reduction will be set out in the specific offer.

#### How do you pay for digital products?

You can pay the fees for our digital products through the supported interface. Details about each payment method are available through the interface. The invoice for the digital products will be sent to your e-mail.

Some digital products may be subject to auto-renewable subscription. In this case, we will inform you of the ongoing fees and frequency of charges before signing up for the digital product. We will automatically charge you ongoing fees on a regular basis until you choose to cancel it in your Škoda ID. We will also send you a notification to your e-mail before each payment is charged.

In case we cannot charge you the ongoing fees, we are entitled to stop providing you with the respective digital product. Before we do so, we will inform you that the payment has not been successful.

### User management and user roles

#### Who can use digital products in a vehicle?

There are three types of users of vehicle as described below. Depending on your vehicle model, model year and its equipment, the vehicle may support user management. Each user is associated with certain rights and obligations with regard to our digital products.

#### Who is the primary user and what are their rights?

As a primary user, you are the sole user of your Škoda ID. You have all permissions, and you are entitled to order new digital products and have no limitation in digital products' settings. Also, each vehicle can only be aligned to one primary user. You can transfer the role of a primary user to another user when transferring the vehicle to the new owner.

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#### Who is the guest user and what are their rights?

All other users of the vehicle with Škoda ID that are not primary users are considered as guest users (e.g., family members, friends or employees). Guest users may connect with the vehicle via their own Škoda ID to easily save or transfer their personalized settings for the same vehicle model.

Guest users can register themselves via the infotainment of the vehicle only. The maximum number of user guests' profiles in the infotainment is limited. The use of digital products by the guest user is completely dependent on the usage available to you as the primary user. The primary user administrates scope of services available for guest user in the mobile application. The guest user cannot have any personal claim for performance against Škoda Auto regarding digital products. Accordingly, we in particular are not obliged to notify the guest user of changes to the digital products.

These Terms shall apply to guest user accordingly.

#### Who is the anonymous guest and what are their rights?

Anonymous guest is a user that uses the vehicle but doesn't have or use Škoda ID. They have similar permissions as guest user. Digital products may be limited in comparison to guest user's profile with own Škoda ID. No one can remove anonymous guest from the user management.

#### What is the purpose and nature of the user management?

User management and utilization of the user profiles in the infotainment are not considered an integral part of digital products. You as a primary user can track the position of the vehicle and retrieve other information about the vehicle anytime. To prevent this, privacy settings can be changed in the infotainment. Further details are available in the interface.

Please note that any vehicle user can delete the primary and guest user in the vehicle at any time.

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### Your other rights and obligations

#### What rights do you have when using the digital products?

You are granted a free, non-exclusive, non-transferable and non-sublicensable right to use the current version of the digital products in accordance with the provisions of these Terms.

#### What obligations do you have when using the digital products?

You undertake to ensure that you will not use the digital products in a way that violates these Terms, legal requirements, third party rights or moral standards. This also applies if you grant third parties access to the digital products.

When using the digital products, copyright, name and trademark rights as well as our other rights and third parties' rights (in particular personal rights) must be respected. You may not use the interface in a way that violates these Terms. You must not misuse the interface in any way; in particular, you may not integrate the interface (e.g., application, website or infotainment or its parts of the interface) with other applications, websites or any software, whether private or commercial, or distribute them commercially.

You may use the digital products while driving only if it won't distract you from what is happening on the road and only if legal requirements for road traffic are observed. You are aware that while using the digital products you are always obliged to pay attention to driving and you bear full responsibility for traffic safety. Some of the digital products (for example the Škoda Connect LITE app services) allows you to view current warnings or error messages for the vehicle. However, these messages and warnings are for informational purposes only and the user must always follow the warning and error messages in the vehicle and the instructions in the owner's manual.

If a third party (e.g., your family member or your employee) has access to the interface, you must take suitable steps (e.g., obtain that third party's consent) to ensure that their access to the digital products does not infringe their third party rights. Note that you may get access to information about the third party's activities and therefore (indirectly) get access to their personal data (user conduct, last parking location, etc.).

The use of digital products does not relieve the user of the obligation to keep the vehicle in a suitable condition for driving, nor does it relieve the user of responsibility for the vehicle. If, for example, a notification for necessary maintenance or repairs is displayed in the vehicle, but no corresponding prompt to arrange a service appointment appears in the interface, or in the event of an automatic request for a service appointment the preferred authorized Škoda service partner does not make an offer for maintenance, then the user must arrange the maintenance or repair measures themselves.

You use digital products at your own risk unless expressly stated otherwise in the interface.

#### What are the consequences of violating these Terms?

If you violate any of the obligations in these Terms or applicable law, you will be liable for the reimbursement of all damage suffered by us, and you undertake to release us from any claims of third parties arising from such violations. We can also limit or restrict your access to the digital products in that case.

# Škoda Auto's rights, responsibilities and limitation of liability +

#### What rights do we have when providing the digital products?

Since we are continually refining the content and scope of our digital products, their functions, interoperability and availability may change in the future to provide you with the best user experience and comfort when using our digital products. Digital products or their functionalities may be either extended or restricted. You are not entitled to retain a specific scope of digital product or function.

We also reserve the right to pilot for a limited period of time and/or for specific market(s) and/or for a specific group of customers new features, functions, interfaces or products related to services, without any notice.

#### How is our responsibility limited?

We are not responsible for:

a) Ensuring that the data, content and information provided by us or by third parties for the digital

products is up to date, correct, accurate, complete and/or of good quality. We will not check or modify such data, content and information.

**b)** Any damage incurred if you have selected an unsuitable password or have not kept the

password safe in violation of these Terms, or any damage or losses caused by a third party to whom you have granted access to the digital products.

**c)**Any damage incurred as a result of improper or incorrect use of the digital products. This applies

particularly if you are driving and are distracted from the traffic situation while driving as a result of using the digital products and this leads to an accident.

**d)** Any damage that has been incurred due to a difference between display of warnings and

messages on the interfaces, or the difference between the interfaces and actual traffic or other situation.

e) Continuous and uninterrupted availability of the digital products or interfaces or their

compatibility with your software or hardware systems. In cases of unavailability, neither we nor third parties shall be liable for any direct or indirect damages resulting from the inability to connect to your Škoda ID or the inability to use the digital products.

**f)** Any damage incurred as a result of a malfunction, unavailability or insufficient data connection.

#### Is our liability for damages limited?

Even though we are both obliged to prevent damage caused to the other party, such damage may occur. In that case, note that there are certain situations where we cannot be liable for damages caused to you.

We will not be liable for any server outages of a technical nature caused through no fault of our own. We will make reasonable efforts to ensure that digital products are available again as soon as possible in such cases.

We are liable according to legal requirements for damage to life, body or health, which results from a culpable breach of obligation by us. We are also liable for intentional harm and gross negligence in accordance with digital product liability legislation and for warranties or assurances expressly granted by us.

We may otherwise be held liable for simple negligence only in relation to digital products which are paid for and only if there is a violation of essential contractual obligations, i.e., obligations whose fulfilment is essential for the due and proper fulfilment of the contract, and upon which the user may reasonably rely. In these cases, claims for compensation will be limited in sum to providing compensation for foreseeable, direct damages that typically arise due to the nature of the contract. We do not assume liability for incidental damages (including loss of profit).

Furthermore, we are liable in accordance with the following provisions:

a) If legal requirements call for us to pay for damages caused as a result of unconscious

negligence, we will only be liable to a limited extent: we will only be liable if we have breached one of our essential contractual obligations. This liability will also be limited to damages that are foreseeable and typical at the time the contract is concluded. This paragraph shall apply only if it is not inconsistent with the applicable law in the relevant market.

**b)** Independent of the culpability of Škoda Auto, possible liability due to fraudulent concealment of

a fault, due to the assumption of a warranty or in accordance with product liability law remains unaffected.

c)Personal liability of our legal representatives, vicarious agents and employees for damage caused

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by them through ordinary negligence is excluded. For damage and losses caused by these persons through gross negligence, with the exception of our legal representatives and managers, the limitations of liability in this section, apply.

### Warranties

#### Are there any warranties with regard to the digital products?

We will try to operate our digital products smoothly. However, note that we cannot guarantee the fault-free operation of our digital products at all times, and we give no warranty or guarantee as to the functionalities of the digital products.

We shall ensure, for the duration of the contract, that you are provided with the updates that are necessary to keep digital products free of defects. We will inform you about such necessary updates in advance with proper instructions when and how to update. We do not provide any other updates than those agreed in these Terms.

Notwithstanding the abovementioned, you have the right to claim the defective performance of the digital products. In this case, file a claim through the interface (website or application) or e-

mail us at <u>infoline@skoda-auto.cz</u>. We will inform you that we have received your claim. Your warranty claim will be handled within 30 days of the moment you file the claim.

#### What rights do you have in case of defective performance?

If your claim was justified and the digital product is defective, you have certain rights from defective performance. We can provide you with a non-defective digital product. We can also provide you a discount from the price of a defective digital product, however, this only applies when the defective digital product is not provided free of charge.

In case of a material breach of contract by us, you can withdraw from the contract. If any invoice has a defect, we will provide you with a new invoice.

If Škoda Auto proves that the defective performance was caused by inadequate technical or software equipment from your side or by lack of data connection for accessing or using the digital products, we are not obliged to prove, in case of a dispute, that the digital products are without defect (in such cases, you will bear the burden of proof that the digital products have the defects you claim). You are obliged to provide Škoda Auto with all necessary assistance and information about your technical or software equipment you used for the digital products in case you claim the defective performance.

Note, that in case you fail to update a digital product according to our instructions provided to you, you shall not have any rights from the defective performance that arose solely as a result of the failure to update. This shall not apply if you have not been instructed to update the digital product or the instruction has been provided incorrectly from our side.

### **Personal data**

#### How do we use your personal data?

If you want to know more about how we collect and use your personal data, you can learn more from our Privacy Notice.

You agree that Škoda Auto owns all rights, in particular rights of use, to any other data, in particular technical data which either have no personal reference or from which personal references have been removed (anonymized data).

Please note that if the vehicle is assigned to a fleet, the fleet operator may access to some of your personal data. For more details see Privacy policy of your fleet operator.

### Permanent transfer of the vehicle

Some of the digital products may be linked to one specific vehicle and cannot be transferred from one vehicle to another. When selling the vehicle or transferring it to a third party ("Buyer") on a permanent basis, you are required to delete your personal data from the vehicle infotainment, remove your hardware (including your SIM card) from the vehicle (unless you want to transfer the hardware with the vehicle), and delete the vehicle from your Škoda ID. If you fail to do so, we will not be liable for any loss or damage that you in this connection.

#### When can the Buyer use the digital products in the vehicle?

The Buyer can use the digital products in the vehicle once they have created their Škoda ID and activated the digital product, where necessary. Use of such digital products is subject to a contract between the Buyer and us.

The effectiveness of the transfer of the contract regarding the use of digital products is subject to approval by us, which may only be refused for a good reason related to the person of the future Buyer. The confirmation of the order of digital product is considered as our consent to the transfer of the contract regarding the use of digital products.

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### Termination of the provision of the digital products

#### Under what circumstances can you terminate the contract?

If your Škoda ID is used for the fulfilment of existing contractual obligations (e.g., for the digital products that are not free of charge), the deletion of your Škoda ID can only be carried out after the end of the duration of the contract for this digital product (if using several digital products, only after the expiry of the longest contract).

In the case of the digital products that are subject to a one-time fee, we stop providing you with them once a term that the digital products have been prepaid for ends. In the case of ordering the Škoda Connect services for more than 1 year, you may terminate the contract with a 3 months termination period beginning on the first day of the following calendar month. The right of extraordinary termination remains in any case unaffected.

In the case of digital products that are subject to ongoing fees, we stop providing you with such digital products once you terminate the ongoing payments and the prepaid period for the particular digital product ends.

#### Do you have the right to cancel the contract within the period of 14 days?

You have the right to cancel the contract concerning a specific digital product within 14 days as of you sing up for the digital product. You expressly request that we start providing this digital product before the period of 14 days expires.

In order to exercise your right of cancellation within the cancellation period, you must send your notification prior to the expiry of the cancellation period. If you want to cancel the contract, you can use our Cancellation form or cancel the contract through the interface.

Note that if you cancel the contract within 14 days, the proportionate fee for the digital product corresponding to the performance provided until the time of withdrawal from the contract will be charged.

Note, that you are not allowed to cancel the contract or the provision of a specific digital product according to the previous paragraph due to unavailability, inaccuracy or lack of support for services, functions, interfaces or products in beta testing.

#### Under what circumstances can we terminate the contract?

We can delete your Škoda ID or stop providing a specific digital product that is provided free of charge at any time by declaring this to you (in writing, e.g., by e-mail).

In case of digital products that are not provided free of charge, we can terminate the contract at any time by declaring this to you (in writing, e.g., by e-mail) and we stop providing the digital products once a term that the digital products have been prepaid for ends. We may also terminate the contract before the end of the prepaid period with a 3 months termination period beginning on the first day of the following calendar month after we declare this to you, especially due to cease of provision of the specific digital product. The right of extraordinary termination remains in any case unaffected.

We are entitled to terminate the contract or the provision of a specific digital product with immediate effect if you violate these Terms or applicable law when using the particular digital product.

#### Under what circumstances can we transfer the contract?

Škoda Auto reserves the right to transfer the contract regarding the use of digital products, including the provision of Škoda ID to another company within the the Volkswagen Group (any company affiliated with Volkswagen AG). You already provide Škoda Auto with your consent for this purpose. If Škoda Auto does transfer your contract, it will notify you in good time. If you are a consumer, Škoda Auto is not allowed to transfer the contract if it may lead to a deterioration of your legal position.

### **Changes to the Terms**

When can we change these Terms?

We reserve the right to make changes to these Terms without providing any reason to you and only with future effect. We will inform you about such changes via the interface.

In case of substantial changes to these Terms (excluding the list of the digital products provided – in this case, see Changes of digital products), you will be entitled to terminate the contract without providing any reason. You are entitled to reimbursement of the fee associated with the digital product in case you terminate the contract or the provision of a particular digital product according to this paragraph and the contract or the provision of a particular digital product ends before your prepaid period for a specific digital product. In this case, we will refund the fee in the amount corresponding to the proportionate fee for a digital product that is prepaid but will not be provided due to the termination of the contract or the termination of the provision of the digital product.

### **Changes of digital products**

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#### When can we change digital products or stop providing them?

We reserve the right to make changes to digital products (both the digital products that are provided free of charge and paid digital products). We can also stop providing any digital product at any time or replace a digital product with another digital product while the contract is still effective (the contract is not terminated from our side because there are other digital products provided to you that are not affected by the change). In case we change digital products, and such change is not necessary for keeping digital products free from defect, we can only change the digital products if there is a fair reason to do so (including a situation where the change is necessary to adapt the digital product to a new technical environment or to adapt it to an increased number of users or other important operational reasons) and if you incur no additional costs. We will notify you about the change in good time and in a clear and comprehensive manner.

You will be entitled to terminate the contract if the change of the digital product negatively impacts your access to or use of the digital product, unless such a negative impact is only minor. You can terminate the contract free of charge within 30 days of the receipt of the information or of the time when the digital product has been changed. In case you terminate the contract, we will refund the fee in the amount corresponding to the proportionate fee for a digital product that is prepaid but will not be provided due to the termination of the provision of the digital product.

You will not be entitled to terminate the contract if we enable you to maintain, without additional costs, the digital product without the change, and the digital product remains in conformity.

### Other provisions you should know

The vehicle itself and its equipment are governed exclusively by the terms and conditions in the vehicle order (purchase, leasing or rental contract).

If you are a consumer, Škoda Auto is only able to take legal action against you before the court responsible for the area in which you have your domicile or normal place of residence. You are able to take legal action against Škoda Auto at the court responsible for the area in which we have our domicile or registered seat or in any other legally approved jurisdiction.

In accordance with the provisions of Regulation (EU) No 524/2014 of the European Parliament and of the Council of 21 May 2013, you are entitled to use the out-of-court resolution of disputes concerning contractual obligations arising from the contract for digital products concluded between you as a resident of the EU and Škoda Auto established in the EU through the intervention of an ADR entity listed in Article 20 (2) of Directive 2013/11/EU and using the platform for Online Dispute Resolution. This platform is available at <a href="https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2">https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2</a>.

If your domicile or normal place of residence is in the Czech Republic, the Czech Trade Inspection Authority has jurisdiction over the out-of-court resolution of disputes concerning contractual obligations arising from contracts concerning digital products. You can contact this authority via its website https://coi.cz/en/ or https://www.coi.cz/en/information-about-adr/.

Škoda Auto has adopted and adheres to its code of conduct available on the website.

For any disputes resulting from or in relation to the digital products and these Terms, the law of the Czech Republic will apply exclusively; the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply. However, if you are a consumer, the law of a country that is more favorable for you and in which your domicile or normal place of residence was located when the contract was concluded will apply.

If you are not a consumer, the sole place of jurisdiction for all claims resulting from and relating to the contract regarding the use of the digital products and in relation to it is the general court with jurisdiction in the area in which Škoda Auto has its registered seat.

If any of the individual provisions of these Terms are invalid or become invalid, the validity of the remaining provisions will not be affected. The invalid provisions will be replaced by provisions coming as close as possible to the commercial purpose of the original provisions and preserving the interests of both parties.

## **Cancellation form template**

If you want to cancel the contract or the provision of digital product, please complete this form and send it to the Customer service.

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I/we(\*) as a natural person (consumer) hereby cancel the contract for the purchase of digital service \_\_\_\_\_\_ (with the exception of emergency call services) for the vehicle with VIN (Vehicle Identification Number) (\*\*):

Customer's name:

Customer's e-mail address stated in the Škoda ID profile (\*\*\*):

Customer's address:

Customer's signature (only if a hard copy is sent):

Reason for cancellation:

Date:

(\*) Delete as applicable.

(\*\*) You can find the VIN on the bottom edge of the windscreen and in the vehicle registration documents.

(\*\*\*) Available Škoda ID.