

Volkswagen ID Terms of Use

Version: March 2025

1. Scope

1.1 These Terms of Use ('TERMS OF USE') apply to the Volkswagen ID, Volkswagen AG's central digital user account and privacy management tool ('VOLKSWAGEN ID').

1.2 The provider of VOLKSWAGEN ID is Volkswagen AG, a public limited company under German law (Aktiengesellschaft) headquartered at Berliner Ring 2 in 38440 Wolfsburg, Germany ('VOLKSWAGEN AG'). VOLKSWAGEN AG is entered in the register of companies at Braunschweig District Court under number HRB 100484. The VAT ID number of Volkswagen AG is DE 115235681. You can also contact VOLKSWAGEN AG by telephone (telephone number: +49 5361 9 0) or email (email address: vwid-support@volkswagen.de).

1.3 Any user who is fully legally competent in their country of domicile to conclude legally valid contracts ('you' or 'USER') is entitled to register and use the VOLKSWAGEN ID.

1.4 VOLKSWAGEN AG may change these TERMS OF USE from time to time with effect for the future. Changes to these TERMS OF USE shall only take effect with your consent.

2. Scope of service and purpose of VOLKSWAGEN ID, associated services and obtaining additional data

2.1 The VOLKSWAGEN ID is made available to you by VOLKSWAGEN AG free of charge and continuously over a certain period of time, without any fixed term being specified in the contract.

2.2 The VOLKSWAGEN ID is the central service for accessing a great deal of the digital content and digital services from VOLKSWAGEN AG and third-party providers ('THIRD-PARTY PROVIDERS') (e.g. websites and apps) that are available via the VOLKSWAGEN ID ('ASSOCIATED SERVICES'), and for data protection management in these. You can use your VOLKSWAGEN ID to log into ASSOCIATED SERVICES and manage your personal data in relation to ASSOCIATED SERVICES. The relevant THIRD-PARTY PROVIDERS shall remain the sole providers of the ASSOCIATED SERVICES. VOLKSWAGEN AG only enables access to these services, but does not have any influence on their content and design.

2.3 Using your VOLKSWAGEN ID, you can manage your data and the access of ASSOCIATED SERVICES to this data, certain other aspects of the ASSOCIATED SERVICES, such as preferences and consent (e.g. newsletter subscriptions). VOLKSWAGEN AG may also allow you to store additional data in your VOLKSWAGEN ID, including a profile picture. You may also download a copy of your (personal) data stored in your VOLKSWAGEN ID.

2.4 These TERMS OF USE apply exclusively to the VOLKSWAGEN ID. ASSOCIATED SERVICES may be subject to additional terms of use. Many ASSOCIATED SERVICES provided by VOLKSWAGEN AG can only be accessed using the VOLKSWAGEN ID. The VOLKSWAGEN ID is therefore required for the use of these ASSOCIATED SERVICES.

2.5 The use of ASSOCIATED SERVICES may be subject to a separate, independent agreement between you and VOLKSWAGEN AG or the THIRD-PARTY PROVIDER. You are solely responsible for selecting ASSOCIATED SERVICES from THIRD-PARTY PROVIDERS. With regard to ASSOCIATED

SERVICES from THIRD-PARTY PROVIDERS, VOLKSWAGEN AG refuses any responsibility for their availability, functionality, lawfulness of content, terms of use and/or data processing.

3. Registration for the VOLKSWAGEN ID and conclusion of the usage agreement

3.1 To register for VOLKSWAGEN ID, you must complete the required (text) fields with the relevant applicable, clear and accurate information and create and enter a password ('LOGIN DETAILS'). All information provided during registration must be verifiable in the event that VOLKSWAGEN AG or THIRD-PARTY PROVIDERS require data or relevant documents for the purposes of providing the ASSOCIATED SERVICES.

3.2 You must choose a password that is not easy for third parties to guess. First names, surnames, birthdays and names of family members are particularly unsuitable as a password. The same applies to simple combinations of digits (e.g. 12345). You are responsible for protecting your LOGIN DETAILS for VOLKSWAGEN ID from unauthorised access. In particular, you must keep your password strictly confidential. If your password becomes known to third parties, you must change it immediately. If you are no longer able to log into your VOLKSWAGEN ID, please contact VOLKSWAGEN AG's customer service without delay.

3.3 Once you have successfully completed the obligatory fields, you must also agree to these TERMS OF USE in order to be able to use the VOLKSWAGEN ID. Once you have given your consent, we will send you a confirmation email at the email address provided by you. On receipt of the confirmation email and verification of the email address provided by you (via the link in the confirmation email), an agreement based on the present TERMS OF USE enters into force between you and VOLKSWAGEN AG regarding the use of the VOLKSWAGEN ID ('USAGE AGREEMENT'). Following verification of the email address, VOLKSWAGEN AG shall send you a copy of these TERMS OF USE, which apply to the USAGE AGREEMENT, via email.

3.4 VOLKSWAGEN AG does not store the USAGE AGREEMENT in a way that you could access it. However, the current version of these TERMS OF USE is available to you at all times via the VOLKSWAGEN ID. The USAGE AGREEMENT can be concluded in the official language(s) of the country of domicile or ordinary residence you indicated on registration.

4. Customer Care

In the event of technical issues or other problems, you can contact VOLKSWAGEN AG's customer service via email: vwid-support@volkswagen.de.

Please note that in some countries we are unable to provide our customer service in the language of the relevant country, and can only do so in English or optionally other languages available via our Customer Interaction Center (CIC). This currently applies for the countries Bulgaria, Estonia, Latvia, Serbia and Ukraine, and may also apply to other countries in future. An up-to-date list of the relevant countries will always be kept here.

In addition, please note that we may also provide our customer service using artificial intelligence (e.g. using intelligent chatbots, translation and assistance tools, automated transcription).

5. Updates

VOLKSWAGEN AG may provide you with updates to the VOLKSWAGEN ID at no additional cost. These may include the following:

5.1 IMPROVEMENTS: The development of web-based services occasionally requires enhancement of services and adapting them to new technical options or to changes in user behaviour and/or to requirements or opportunities for technical enhancement of the environment/infrastructure. Providing the subjective or objective requirements for contractual conformity of the VOLKSWAGEN ID, your access to the VOLKSWAGEN ID or your use of the VOLKSWAGEN ID are not thereby impeded, VOLKSWAGEN AG may provide you with updates, new software versions and releases that include technical adjustments or additional services, functions or links, integrate additional (module) services or redesign and reconstitute services, and change the name or appearance of the VOLKSWAGEN ID. VOLKSWAGEN AG is not obliged to provide IMPROVEMENTS.

5.2 BUG FIXES: VOLKSWAGEN AG shall provide you with updates, including security updates, including bug fixes, that enable the VOLKSWAGEN ID to continue to comply with subjective and objective requirements, including statutory, official and judicial requirements, for the period in which the VOLKSWAGEN ID is provided to you according to these TERMS OF USE. The USER's statutory warranty rights are not restricted by Section 5.2 in any way.

5.3. MODIFICATIONS: VOLKSWAGEN AG may provide you with updates containing modifications to the VOLKSWAGEN ID that go beyond what is required to maintain the contractual conformity of the VOLKSWAGEN ID. This applies in particular to the discontinuation (or partial discontinuation) of the VOLKSWAGEN ID. VOLKSWAGEN AG may make modifications if and insofar as (a) the functions of the VOLKSWAGEN ID or parts thereof are no longer used to an extent that justifies their maintenance and further operation, (b) (new or amended) statutory, official or judicial requirements would require adjustments to the VOLKSWAGEN ID which would be economically unreasonable for VOLKSWAGEN AG, (c) modifications to the conditions of the technical environment or infrastructure of the VOLKSWAGEN ID which are not the responsibility of VOLKSWAGEN AG would impede the maintenance and further operation of the VOLKSWAGEN ID to an extent that would be economically unreasonable for VOLKSWAGEN AG. VOLKSWAGEN AG shall inform you of modifications in advance. If the modification has an adverse effect on your access to VOLKSWAGEN ID or your use of the VOLKSWAGEN ID and this is not merely a slight adverse effect, the following applies to this information: VOLKSWAGEN AG shall inform you at least four (4) weeks in advance via email of the characteristics and the time of the change and whether it will be possible for you to continue using the VOLKSWAGEN ID without the modification at no additional charge and whether you have the right to terminate the contract in accordance with Item 12.

6. Usage rights, user content and data use

6.1 You receive a free-of-charge, non-exclusive, non-transferable and non-sub-licensable right to use your VOLKSWAGEN ID until the termination of the USAGE AGREEMENT in accordance with the stipulations of these TERMS OF USE. The right of use is territorially restricted: Use is not permitted in the United States of America, the People's Republic of China, the Russian Federation, the regions of Crimea/Sevastopol, Luhansk, Donetsk, Zaporizhia and Kherson in Ukraine, the Republic of Cuba, Iran, the Syrian Arab Republic, the Democratic People's Republic of Korea and Belarus.

6.2 You are obliged to comply with these TERMS OF USE and all laws or regulations which apply to your use of the VOLKSWAGEN ID and to refrain from any misuse of the VOLKSWAGEN ID. You undertake to refrain from any activities that impair the functionality of the VOLKSWAGEN ID (e.g. through the implementation of other software or scripts).

6.3 You must have full authorisation to use all content you create in your VOLKSWAGEN ID and/or upload to your VOLKSWAGEN ID (e.g. text, images, 'USER CONTENT'). You may not create any USER CONTENT in your VOLKSWAGEN ID and/or upload any user content to your VOLKSWAGEN ID that

- (a) **violates applicable law;**
- (b) **belongs to another person and to which you have no right of use;**
- (c) **infringes a patent, trademark, design, name right, copyright of VOLKSWAGEN AG or third parties;**
- (d) **transmits information that is grossly offensive or threatening;**
- (e) **you use to masquerade as another person in any way;**
- (f) **contains software viruses or other computer codes, files or programs designed to disrupt, destroy or restrict the functionality of computer resources;**

VOLKSWAGEN AG accepts no responsibility for USER CONTENT, does not assume or present it as its own content and does not espouse the statements contained therein. You grant VOLKSWAGEN AG usage rights to the USER CONTENT to the extent required to lawfully provide you with services in the context of VOLKSWAGEN ID. Copyright, name and brand rights and other rights (particularly personal rights) of VOLKSWAGEN AG and third parties must be taken into account when using the VOLKSWAGEN ID.

7. Cybersecurity, safety and security, and other legal matters

7.1 VOLKSWAGEN AG strongly recommends that you take all available measures (e.g. device password, graphic pattern recognition etc.) to protect your device from misuse and unauthorised access by third parties. You may not under any circumstances pass on the access details for your VOLKSWAGEN ID to third parties or grant access to the VOLKSWAGEN ID, the vehicle and/or servers of VOLKSWAGEN AG beyond the circumstances expressly stipulated in these TERMS OF USE.

7.2 VOLKSWAGEN AG is entitled to take suitable measures to prevent unauthorised access in accordance with Item 7.1, risks from cyberattacks and other risks for the security of your device, your vehicle, road and traffic safety, your life, your health, your right to self-determination with regard to information (privacy), your property, your assets and other legal interests of yours. These measures may lead to restrictions in the use of the VOLKSWAGEN ID.

7.3 Depending on the severity of the risk and/or significance of the at-risk legal interests, (temporary) full or partial blocking of the VOLKSWAGEN ID may also be required. For clarification: The statutory warranty and liability obligations of VOLKSWAGEN AG are not limited by the right set out in this Item 7.3.

7.4 VOLKSWAGEN AG can provide you with free updates, including security updates, for the purposes of implementing the above measures or recovering the full availability and functionality of the VOLKSWAGEN ID. Recovery of the (full) availability and functionality of the VOLKSWAGEN ID may require the installation of an update by you or other involvement by you (such as changing the password for the VOLKSWAGEN ID).

8. Service restrictions

VOLKSWAGEN AG shall make every reasonable effort to ensure full availability of the VOLKSWAGEN ID and to restore its functionality without undue delay in the event of an interruption. Cases of force majeure (e.g. military conflicts, epidemics and pandemics, natural disasters, industrial disputes) or necessary maintenance, repairs or other work on technical

equipment belonging to either VOLKSWAGEN AG or a third party and used to provide data, content, information or transmission capacities may result in unavoidable, temporary disruptions or interruptions.

9. Compliance with export regulations and control

9.1 When using the VOLKSWAGEN ID and ASSOCIATED SERVICES, you are responsible for compliance with all applicable foreign trade, export control and sanction provisions, laws and regulations.

9.2 You also acknowledge and confirm that – in accordance with applicable and legally stipulated export control and sanction provisions – you are not prohibited from obtaining or using digital services and associated products, software or technologies.

10. Remedy in the event of contractual non-conformity (warranty)

10.1 In the event of contractual non-conformity by the VOLKSWAGEN ID, you are entitled to creation of the contractual condition, e.g. by an update. If (i) VOLKSWAGEN AG refuses or fails to create contractual conformity within an appropriate period of time and without significant inconvenience for you, or if (ii) the contractual non-conformity is so serious that it is unreasonable for you to first request rectification, you may terminate the USAGE AGREEMENT according to the stipulations of Item 12. For consumers, this Item 10.1 should not affect their statutory warranty rights. They are entitled to undiminished statutory warranty rights.

10.2 Deviating from the provisions of Item 10.1, VOLKSWAGEN AG is not liable for contractual non-conformity that solely arises from you failing to install an update within an appropriate period, providing (a) VOLKSWAGEN AG has informed the USER of the availability of the update and of the consequences of the USER failing to install the update; and (b) the reason for the failure to (correctly) install on your part is not that no installation guide is provided by VOLKSWAGEN AG or that the installation guide provided by VOLKSWAGEN AG is insufficient.

10.3 You can contact VOLKSWAGEN AG's customer service for the purposes of asserting your warranty rights. The contact details for the VOLKSWAGEN AG customer service can be found in Item 4 of these TERMS OF USE.

11. Liability

11.1 Unless otherwise stipulated in Item 11.4, VOLKSWAGEN AG shall be liable in accordance with the applicable legal requirements.

11.2 VOLKSWAGEN AG shall not be liable in cases of force majeure (military conflicts, epidemics, pandemics, natural disasters, industrial disputes, embargoes, acts of terrorism and other events beyond the control of VOLKSWAGEN AG and which cannot be avoided or rendered harmless by VOLKSWAGEN AG even with the greatest reasonable care) or necessary maintenance, repairs or other measures on technical equipment of VOLKSWAGEN AG or a third party that provides data, content, information or transmission capacities, that may lead to unavoidable disruptions, interruptions or a reduction in the performance (e.g. speed) of the VOLKSWAGEN ID.

11.3 VOLKSWAGEN AG is not liable for damages and losses arising from any use of VOLKSWAGEN ID by you in culpable violation of these TERMS OF USE. VOLKSWAGEN AG is not liable for ASSOCIATED SERVICES provided by THIRD-PARTY PROVIDERS or for any damages or losses that

are incurred if you (1) select an unsuitable password that does not meet the requirements stated in Item 3.2, (2) do not keep your password safe in violation of these TERMS OF USE and/or (3) grant a third party access to your VOLKSWAGEN ID.

11.4 The fact that the VOLKSWAGEN ID can be used as a login for ASSOCIATED SERVICES provided by THIRD-PARTY PROVIDERS does not make VOLKSWAGEN AG liable for the availability, functionality or lawfulness of the content of such ASSOCIATED SERVICES.

11.5 The limitations of liability stated in Items 11.2 to 11.4 shall not apply in the event of fraud, malicious intent or gross negligence, death, harm to health or physical injury, to statutory product liability, liability for fraudulent concealment of a fault, assumption of warranties and/or the violation of essential contractual obligations (also known as material contractual obligations).

11.6 Insofar as the applicable legal requirements provide for direct liability of the legal representatives, employees and/or vicarious agents of VOLKSWAGEN AG towards the user, the limitations of liability according to 11.2 to 11.4 shall apply. For clarification: VOLKSWAGEN AG's liability towards the USER for actions of legal representatives, employees and/or vicarious agents is not limited by this Item 11.6.

12 Duration and termination of the usage agreement and blocking

12.1 The USAGE AGREEMENT enters into force in accordance with Item 3.3 of these TERMS OF USE. VOLKSWAGEN AG shall provide the VOLKSWAGEN ID continuously for an unlimited period of time.

12.2 If you have only linked your VOLKSWAGEN ID to ASSOCIATED SERVICES that are free of charge, you may terminate the USAGE AGREEMENT at any time with immediate effect.

12.3 If you have linked your VOLKSWAGEN ID to ASSOCIATED SERVICES which are provided in exchange for a fee ('FEE-BASED ASSOCIATED SERVICES') and the VOLKSWAGEN ID is required to provide you with FEE-BASED ASSOCIATED SERVICES and to process payments for the FEE-BASED ASSOCIATED SERVICES, you are then only entitled to terminate the USAGE AGREEMENT if the FEE-BASED ASSOCIATED SERVICES are terminated or expire at an earlier point in time than the VOLKSWAGEN ID or at the same time as the VOLKSWAGEN ID. This only applies to FEE-BASED ASSOCIATED SERVICES that are provided by VOLKSWAGEN AG and/or THIRD-PARTY PROVIDERS who are affiliated group companies of VOLKSWAGEN AG.

More information on termination of FEE-BASED ASSOCIATED SERVICES can be found in the contract applicable to the relevant services. You may have the USAGE AGREEMENT terminated by clicking the "delete" button under Delete user account in the account settings section of the VOLKSWAGEN ID portal and clicking "Terminate VOLKSWAGEN ID here" in the window that opens.

12.4 VOLKSWAGEN AG may terminate the USAGE AGREEMENT with a notice period of six weeks as of the end of a calendar month if VOLKSWAGEN AG ceases the provision of VOLKSWAGEN ID in the country of your domicile or ordinary residence.

12.5 If FEE-BASED ASSOCIATED SERVICES are linked to the VOLKSWAGEN ID, VOLKSWAGEN AG is then only entitled to terminate the USAGE AGREEMENT if the FEE-BASED ASSOCIATED SERVICES are terminated or expire at an earlier point in time than the VOLKSWAGEN ID or at the same time as the VOLKSWAGEN ID.

12.6 You expressly agree that if you have not used your VOLKSWAGEN ID for more than three years in a row, VOLKSWAGEN AG may terminate the USAGE AGREEMENT without prior notice and delete your VOLKSWAGEN ID. If you have logged into ASSOCIATED SERVICES with your VOLKSWAGEN ID or if unterminated FEE-BASED ASSOCIATED SERVICES are linked to the VOLKSWAGEN ID, this shall be deemed use of the VOLKSWAGEN ID.

12.7 VOLKSWAGEN AG and you may also terminate the USAGE AGREEMENT for good cause with immediate effect. Good cause shall be deemed to occur in particular if you violate these TERMS OF USE to a considerable degree, particularly if said violation leads to an adverse effect for VOLKSWAGEN ID or ASSOCIATED SERVICES.

12.8 In that event, VOLKSWAGEN AG shall notify you by email prior to termination and shall give you the opportunity within an appropriate period to cease or remedy a breach of these TERMS OF USE or impermissible conduct. However, VOLKSWAGEN AG is not obliged to give you the opportunity to cease or remedy any breach of these TERMS OF USE or any impermissible conduct if (1) immediate termination of the USAGE AGREEMENT appears necessary or advisable due to the severity of the adverse effect for the IT security of VOLKSWAGEN ID or ASSOCIATED SERVICES and /or (2) the grounds for termination cannot be remedied due to their legal nature.

12.9 If you (1) are unable to truthfully supply the acknowledgement and confirmation in Section 9.2 or (2) do not cease or remedy violations and impermissible conduct within the period set by VOLKSWAGEN AG in accordance with Section 12.7, VOLKSWAGEN AG may terminate the USAGE AGREEMENT between VOLKSWAGEN AG and you with immediate effect and block your future access to VOLKSWAGEN ID and all ASSOCIATED SERVICES and software features and technologies.

13 Right of cancellation

13.1 As a consumer, you may cancel the USAGE AGREEMENT without giving reasons within fourteen (14) days of agreeing to these TERMS OF USE and completing registration for the VOLKSWAGEN ID in accordance with Item 3. Sending the notice of cancellation before the cancellation period has lapsed is sufficient to do this. More information on exercising your right of cancellation, a cancellation policy and a sample cancellation form can be found in the annex to these TERMS OF USE. The current valid version of these TERMS OF USE, including annex, and additional information on the exercise of cancellation rights, the cancellation policy and the sample cancellation form can be viewed, saved and printed at III. Sample cancellation form.

13.2 If you cancel your VOLKSWAGEN ID, this also results in the cancellation of the ASSOCIATED SERVICES from VOLKSWAGEN AG, providing the VOLKSWAGEN ID is a prerequisite for the USE of the ASSOCIATED SERVICES and the cancellation period for the ASSOCIATED SERVICES has not yet lapsed.

14 Place of jurisdiction, applicable law

14.1 The exclusive place of jurisdiction for any and all claims arising from and in conjunction with these TERMS OF USE shall be Wolfsburg, Germany, if you are not using your VOLKSWAGEN ID as a consumer.

14.2 If you use your VOLKSWAGEN ID as a consumer, VOLKSWAGEN AG may only take action against you before the court at your domicile or ordinary place of residence. You may take action against VOLKSWAGEN AG before the court at VOLKSWAGEN AG's headquarters in Wolfsburg, Germany, and before any other court which is competent in this case in accordance with applicable law.

14.3 For all disputes arising from or in association with these TERMS OF USE, only the law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. If you are a consumer, mandatory consumer protection provisions according to the law of the country in which the consumer is domiciled or ordinarily resident shall therefore remain applicable and unaffected by the provisions in this Item 14.3.

14.4 VOLKSWAGEN AG reserves the right to transfer the USAGE AGREEMENT for any or all services of the VOLKSWAGEN ID to another VOLKSWAGEN group company (any company affiliated with VOLKSWAGEN AG) (without changing the contractual conditions in any other respect). You declare your consent to this in advance on conclusion of these TERMS OF USE. VOLKSWAGEN AG shall inform you of any such transfer in text form in good time. Should this transfer lead to a reduction in your rights or warranties, your consent will be obtained prior to the transfer.

15 Consumer arbitration, out-of-court dispute resolution

VOLKSWAGEN AG is neither willing nor obliged to take part in a dispute resolution procedure before a consumer arbitration board.

-----ANNEX-----

CANCELLATION POLICY

I. Right of cancellation

You have the right to cancel this contract within 14 days without giving reasons.

The cancellation period is 14 days from the date on which the contract was concluded.

To exercise your right of cancellation, you must inform us (VOLKSWAGEN AG, Berliner Ring 2, 38440 Wolfsburg, Germany, telephone number: +49 5361 9 0, email address: vwid-support@volkswagen.de) of your decision to cancel this contract by means of a clear declaration (e.g. a letter sent by post or email). You can use the enclosed sample cancellation form, although it is not required.

Adherence to the cancellation period simply requires that you provide notification of exercising the right of cancellation before the end of the cancellation period.

II. Consequences of cancellation

Should you cancel this contract, VOLKSWAGEN AG must, immediately and no later than within 14 days from the date on which we received notification of your cancellation of this contract, repay all payments we received from you, including delivery costs (with the exception of additional costs arising from your selection of a delivery method other than the standard cheapest delivery method we offer). For this refund, we use the same payment method you used in the original transaction, unless otherwise expressly agreed with you; under no circumstances shall you be charged fees as a result of this refund.

III. Sample cancellation form

To: Volkswagen AG

Postal address: Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, Germany

E-Mail-Adresse: vwid-support@volkswagen.de

I/we (*) hereby cancel the contract I/we (*) concluded.

Ordered on (*)/obtained on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is printed and sent in):

Date:

() Please delete as applicable.*