

911 SPIRIT 70 APP TERMS AND CONDITIONS OF USE

This 911 Spirit 70 App (the “**App**”) is operated by Porsche Sales & Marketplace, Inc. (“**Porsche**”). These Terms and Conditions of Use (“**Terms of Use**”) apply only to this App, and not to any other website, application, or other online service owned or operated by Porsche or any third party website. These Terms of Use are a legal and binding agreement between you and Porsche governing your use of this App, which includes its content, information, services, and features.

The App is not intended for access or use by those under the age of 18. If you are under the age of 18, you may not access or use the App.

BY DOWNLOADING OR USING THIS APP, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THE FOLLOWING TERMS OF USE. IF YOU DO NOT AGREE, PLEASE DISCONTINUE YOUR USE OF THIS APP.

Privacy

No account or login information is required to use the App and no personal information is collected, used, accessed or stored by us. When you use the App, certain information is sent to our server such as vehicle configuration, device ID, device IP address, and date (in a non-identifiable manner).

Modification of Terms of Use

Porsche reserves the right at any time to update, change, modify, or revise these Terms of Use. Any changes will become effective upon posting to this App, along with the date on which it was most recently updated as indicated by the “**Last Updated**” section at the end of these Terms of Use. Your continued access to and/or use of this App after any such changes constitutes your acceptance of the Terms of Use as modified. It is your responsibility to review the Terms of Use regularly for updates.

Content; Restrictions

This App and all content, information, and other materials featured, displayed, contained, and available on this App (collectively, the “**Content**”) are owned by or licensed to Porsche and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights. Subject to your compliance with these Terms of Use, Porsche grants you a personal, non-exclusive, non-transferable, limited right to access, use, display, and download this App for noncommercial purposes only. You may not, in any way, otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, this App or its Content.

You agree to use this App and the Content in accordance with these Terms of Use and all applicable laws and regulations. Porsche may prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to this App, the Content, users, us, our brand, or any other person or entity, or that violates these Terms of Use and/or applicable law.

Trademarks

Dr. Ing. h.c. F. Porsche AG (“**PAG**”) is the owner of numerous trademarks, both registered and unregistered, including, without limitation, the Porsche Crest®, Porsche®, and the model numbers and names and the distinctive shapes of the Porsche automobiles, such as the federally registered 911 and Boxster automobiles which are protected by US and international trademark laws (collectively “**Marks**”). You are prohibited from using any of the Marks appearing on this App without the express prior written consent of PAG, except as permitted by applicable laws. Other marks and logos shown on this App may be marks owned by third parties not affiliated with Porsche and are used with permission. Nothing shown on this App should be construed as granting, by implication, estoppel or otherwise, any

permission, license or right to use any trademark, service mark or trade name displayed on this App without the written permission of PAG or the third party owner. All text, images, and other content in this App are protected by copyright. No part of this App may be reproduced in any form or by any means without prior written permission of Porsche.

No Warranties

THIS APP AND THE CONTENT ARE PROVIDED ON AN “AS IS”, AND “AS AVAILABLE” BASIS, AND PORSCHE HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, PORSCHE DOES NOT GUARANTEE THAT THE APP OR CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

Limitations of Liability

IN NO EVENT SHALL PORSCHE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES (DIRECT OR INDIRECT) WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS APP (INCLUDING ITS MODIFICATION OR TERMINATION), THE CONTENT, OR THESE TERMS OF USE, WHETHER OR NOT PORSCHE MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BECAUSE SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

Electronic Communications

When you visit this App or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this App. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

Links

Porsche may include links from this App to other third-party websites, applications, and social media platforms (“**Linked Sites**”). Linked Sites are provided only for your convenience. Please read the terms and the privacy policy applicable to any Linked Sites that you visit, as visiting any Linked Site is at your own risk. Porsche has no responsibility or liability for any Linked Sites, and does not endorse any such sites or the privacy practices, or products or services offered on any such site.

Submissions

Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, any communication or material you submit through the App or otherwise to Porsche (including feedback, data, answers, questions, comments, suggestions, ideas, plans, orders, requests or the like) (“**Submissions**”) will be treated as non-confidential and non-proprietary. All Submissions may be used by Porsche any purpose, without compensation, restrictions on use, acknowledgment of source, accountability, or liability.

Modification/Termination of this App

Porsche may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to this App, or any portion thereof; (2) change, revise, or modify this App, the Content, or any portion thereof; (3) interrupt the operation of this App, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or for any other purposes; (4) impose limits on certain features and services, or restrict your access to parts of or the entire App; and/or (5) terminate the authorization, rights, and licenses granted herein.

Governing Law/Venue

This App is governed by and subject to the laws of the State of Georgia, USA and, where applicable, U.S. federal law, without regard to conflict of law principles. You agree to submit to the exclusive jurisdiction and venue of the courts located in the County of Fulton, Georgia for any disputes arising out of these Terms of Use or the App. Notwithstanding this provision, you agree that Porsche may apply for injunctive or other equitable relief in any court of competent jurisdiction.

Dispute Resolution

In the event a dispute arises between you and Porsche arising from or in connection with this App, the Content, and/or these Terms of Use (a “**Claim**”), we want to provide you with an efficient, neutral, and cost-effective means of resolving the dispute. Excluding Claims for injunctive or other equitable relief, where the total amount of the award sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), the party requesting relief may elect to resolve the Claim in a cost-effective manner through binding non-appearance-based arbitration. A party electing arbitration shall initiate it through an established alternative dispute resolution (“**ADR**”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (1) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (2) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (3) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

International Use/Compliance With Laws

This App is controlled, operated, and administered from offices within the United States of America. We make no representation that this App or the Content is appropriate or available for use at other locations outside of the United States. You may not use or export this App or the Content in violation of U.S. export laws and regulations. If you access this App from locations outside of the United States of America, you are responsible for compliance with all applicable laws and regulations.

General Provisions

All or any of Porsche's rights and obligations hereunder may be assigned to a subsequent owner or operator of this App in a merger, acquisition or sale of all or substantially all of Porsche's assets. If, for any reason, a court of competent jurisdiction finally determines any provision of these Terms of Use, or any portion thereof to be unenforceable, such provision shall be enforced to the maximum extent permissible so as to give the intended effect thereof, and the remainder of these Terms of Use shall continue in full force and effect. Porsche's failure to act with respect to a breach by you or others does not waive Porsche's right to act with respect to that breach or subsequent or similar breaches. No consent or waiver by Porsche hereof shall be deemed effective unless delivered in a writing signed by a duly appointed officer of Porsche. These Terms of Use constitute the entire agreement between Porsche and you with respect to your use of this App and the Content and supersede all previous written or oral agreements between Porsche and you with respect to such subject matter.

Notices

All questions and notices relating to this App and these Terms of Use should be sent as follows:

Porsche Sales & Marketplace, Inc.
Attn: Legal Department
One Porsche Drive
Atlanta, GA 30354
1-800-Porsche

Notice for California Users

Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

Last Updated

Terms of Use last updated on April 7, 2025.

Copyright © 2025 Porsche Sales & Marketplace, Inc. All rights reserved.

Apple-specific terms

1.1 If you download the App from the Apple App Store, the following additional terms shall apply. Capitalized words, unless defined elsewhere in these Terms of Use, have the meaning given to them in the Apple Media Services Terms and Conditions.

1.2 Acknowledgement: These Terms of Use are between you and us, not Apple. We are solely responsible for the App and the content of it. If there are any conflicts between these Terms of Use and the Apple Media Services Terms and Conditions, the latter shall prevail.

1.3 Scope of right to use: The right granted to you in these Terms of Use to use the App and the services described above is for use on Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions. The App may be used or accessed by other accounts associated with you via Family Sharing or volume purchasing.

1.4 Maintenance and support: We are solely responsible for providing any maintenance and support services with respect to the App, as specified in these Terms of Use, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

1.5 Warranty: In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the App, and any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty shall be our sole responsibility.

1.6 Product claims: We, not Apple, are responsible for addressing any claims from you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product

liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the App's use of the HealthKit and HomeKit frameworks.

1.7 Intellectual property rights: In the event of any third party claim that the App or your possession or use of the App infringes that third party's intellectual property rights, We, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

1.8 Legal compliance: You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

1.9 Contact information: If you have any questions, complaints or claims with respect to the App, you should direct these to Porsche.

1.10 Third party beneficiary: Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and, upon your acceptance of these Terms, Apple shall have the right (and shall be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.