



PORSCHE

Porsche Sell Direct User Terms

IMPORTANT INFORMATION

Porsche Cars Australia Pty Ltd (ACN 004 327 048) (**PCA**,) can unilaterally deregister your Account and / or suspend or terminate your use of the App at any time, without any warning and at its sole discretion. You are not entitled to any compensation, damages or other payment from PCA as a result of it doing so. See clause 6 for further details.

You are required to indemnify PCA from all actions, costs and damages which we may incur as a result of you (or someone using your account):

- breaching these Terms (including any representation or warranty you provide);
- breaching any applicable law; or
- engaging in any wilful, unlawful, fraudulent or negligent act or omission.

See clause 8 for further details.

PCA's liability to you is limited to the fullest extent permitted by law. Where permitted under the law, we will not be liable for any claims in connection with these Terms or for any harm to your computer system or mobile device or for other harm that results from your access to or use of the App. See clause 9 for further details.

1. Effect of these User Terms

1.1 These User Terms relate to the use of the Porsche Sell Direct Application (**App**) and form an agreement between PCA (**we, our or us**) and each person using the App (referred to as **you or your**) (**Agreement**).

1.2 This Agreement governs your access and use of the App and any services provided through the App.

1.3 By using the App, you agree to be bound by this Agreement.

1.4 If you do not agree with the terms of this Agreement you must not access or use the App.

1.5 We may change or amend the terms of this Agreement from time to time. If we amend or change this Agreement, you will be notified by email. If you do not agree to our amendments, you must immediately stop using the App.

2. Setting up an Account

2.1 To access and use the App, you will need to download the App located online from your local Porsche Centre website or <https://www.porsche.com/australia/>, the online Apple App Store or the Google App Store and set up a user account via the App (**Account**). To set up an Account, you must enter your full name, and mobile number and an SMS will be sent to your mobile number to commence the download process.

2.2 Your account is linked to your mobile phone number. You are responsible for maintaining the confidentiality of your mobile phone number and device which is required to access your Account and for all activities that occur under your Account.

2.3 If access to your Account appears to be compromised in any way you must:

(a) immediately delete your account by selecting the user details button and deleting your account ; and

(b) notify us by email (seldirect@porsche.com.au) of any unauthorised use of your Account or any other breach of security.

2.4 We are not liable for any loss or damage arising from your failure to keep your user credentials secure.

2.5 By setting up an Account, you acknowledge and agree that we may send you marketing and other communications, including but not limited to, in relation to the use of the App.

3. How to use the App

3.1 You may only use the App if:

(a) you are able to form legally binding contracts;

(b) you are aged 18 or over;

(c) you do not hold a motor vehicle dealer licence and are not required to hold a motor vehicle dealer licence;

(d) you have title to or the right to sell a Porsche vehicle (**Vehicle**);

(e) your Vehicle is located in Australia; and

(f) your Vehicle is immediately available for sale.

3.2 With respect to listing your Vehicle for sale on the App (**Listing**) you must:

(a) provide all information required to be uploaded on the App from time to time, including but not limited to technical details, options and digital photographs of the Vehicle;

(b) ensure that all information provided in the Listing is accurate, current and complete

(c) if requested by us or a participating Porsche Centre (**Porsche Centre**), provide proof of title to the Vehicle; and

(d) immediately remove the Listing if the Vehicle is sold or withdrawn from sale.

3.3 All digital photographs of the Vehicle included in the Listing must:

(a) be current digital photographs of the Vehicle which are no older than one week, such that the Vehicle is shown in the same condition as it is anticipated that it will be delivered to the purchasing Porsche Centre;

(b) not include any images of people;

(c) not be digitally altered; and

(d) not contain any watermarks or any items that obstruct the view of the Vehicle.

3.4 Despite anything else in this Agreement, we have absolute editorial control in relation to the publication of your Listing, including, but not limited to the format, position and placement of the Listing.

3.5 We may in our absolute discretion add to, edit or remove information from your Listing.

4. How to sell a Vehicle via the App

4.1 Once you have submitted a Listing via the App:

(a) your Listing will be accessible by participating Porsche Centres for 24 hours;

(b) your name, contact details and any other relevant information (including personal information) will be shared with the Porsche Centres; and

(c) one or more of the Porsche Centres may contact you and make a conditional offer for the purchase of the Vehicle (**Conditional Offer**).

4.2 Your Listing will remain active on the App until the earlier of you accepting a Conditional Offer or 48 hours after you upload the Listing, unless you remove the Listing earlier or delete your account. When the App recognises that you have accepted a Conditional Offer, the status of the listing will be changed to "Sold" in the App. Please note, any Listing that has become non-active or which has been removed cannot be reinstated but can be re-entered again as a new Listing.

4.3 The price specified in any Conditional Offer (**Offer Price**) is subject to the Vehicle meeting all specifications set out in the Listing and being in good condition (as determined by the Porsche Centre in its absolute discretion as set out in clause 4.9).

4.4 The Porsche Centre will determine whether or not to make a Conditional Offer and the Offer Price based on the information supplied by you in the Listing for the Vehicle.

4.5 Prior to accepting any Conditional Offer, you must undertake your own assessment to determine whether the Conditional Offer provided to you is a fair and reasonable price for the sale of your Vehicle in the circumstances. You acknowledge that the Conditional Offer does not constitute a recommendation by either of PCA or the Porsche Centre to sell the Vehicle at the Offer Price.

4.6 The Conditional Offer will be open for acceptance from the date of the Conditional Offer until the expiry date set out in the Conditional Offer (**Acceptance Period**).

4.7 The Conditional Offer is confidential to you and you must not disclose the terms of the Conditional Offer to any person without the prior written consent of the Porsche Centre that made the Conditional Offer.

4.8 The Porsche Centre may at any time request further information and / or an inspection of your Vehicle at a specified location. The inspection is undertaken by a representative of the Porsche Centre and for the information of the Porsche Centre only. You will not receive a copy of any inspection report or roadworthy certificate.

4.9 If the Porsche Centre determines (in its absolute discretion) that the Vehicle is not in good condition in accordance with the Good Condition List in Schedule 1 or as described or represented in the photographs and information in the Listing (**Good Condition**), then the Porsche Centre may elect to:

(a) withdraw the Conditional Offer and may (but is not obliged to);

(b) offer to purchase the Vehicle from you at a revised Offer Price taking into consideration:

(c) the cost of repairing the Vehicle to bring it into Good Condition;

(d) the actual details and/or condition of the Vehicle; or

(e) any other matter which is likely to materially impact the value of the Vehicle to a purchaser,

(Revised Offer).

4.10 Acceptance of the Conditional Offer or Revised Offer via the App will not create a binding contract of sale between you and the Porsche Centre.

4.11 If you accept the Conditional Offer or Revised Offer during the Acceptance Period, you must arrange with the relevant Porsche Centre to negotiate a separate and binding agreement for the sale and purchase of the Vehicle (**Sale Agreement**).

4.12 The Porsche Centre may withdraw a Conditional Offer or Revised Offer for any reason and at any time prior to you entering into Sale Agreement with the Porsche Centre.

4.13 You acknowledge and agree that we:

(a) do not act as your agent or broker with respect to the sale of your Vehicle;

(b) are not a party to and are not responsible for any Sale Agreement that may arise between you and the Porsche Centre as a result of the use of the App; and

(c) are not liable to either you or the Porsche Centre if you are unable to enter into a Sale Agreement for your Vehicle.

5. What you must not do

5.1 You must not submit any material via the App regarding a Vehicle which does not comply with all relevant laws or is misleading or deceptive or likely to mislead or deceive.

5.2 You must not use:

(a) the App, including any data, information, photographs or other material made available via the App for any commercial purpose other than for making a Listing in accordance with this Agreement;

(b) any robot, spider, other automatic device or manual process to monitor or copy any data, information, photographs or other material made available via the App, without PCA's prior written consent;

(c) any process of any sort (automated or otherwise) to query, access, retrieve, scrape, data-mine or copy or generate or compile any document, index or database based on the any material made available via the App; or

(d) any device, software or routine to interfere or attempt to interfere with the proper working of the App or to gain unauthorised access to the App or our computer systems or any activity that disrupts, diminishes the quality of, or interferes with the performance or functionality of the App.

5.3 You must not submit a Listing on the App that:

- (a) is in breach of the terms of this Agreement;
- (b) infringes the intellectual property rights of any person, including us or a Porsche Centre;
- (c) is or may be illegal, fraudulent, obscene, offensive or defamatory;
- (d) is false, misleading or deceptive or likely to mislead or deceive (for example by including photographs or text in the Listing that do not match the Vehicle); or
- (e) include references or links to other websites or HTML enhancement text.

6. Suspension or termination of use of App

6.1 We reserve the right to, without any warning and at our sole discretion, temporarily or permanently:

- (a) refuse registration of or deregister any Account;
- (b) suspend or terminate your use of and access to the App at any time, with or without cause;
- (c) refuse to post, remove or delete any Listing that breaches the terms of this Agreement or any applicable law; or
- (d) modify any part of or cease supplying the App.

6.2 You are not entitled to any compensation, damages or other payment from us as a result of us taking any action under clause 6.1.

7. User Content and Intellectual Property Rights

7.1 You are responsible and liable for all information, data, text, software, music, sound, photographs, graphics, video, messages, interfaces or other materials submitted, posted or displayed by you or via your Account on the App (**User Content**). You must ensure that your User Content does not breach any intellectual property or other rights of any third party, or any applicable laws.

7.2 We are not responsible or liable for the deletion, loss or corruption of any User Content or the failure to store any User Content.

7.3 By submitting, posting or displaying User Content on or through the App, you grant to us a worldwide, non-exclusive, royalty-free licence to reproduce, adapt, modify, commercialise, publish, distribute or otherwise use any such User Content which is intended to be available to the members of the public in any media. You represent and warrant that you have all the rights, power and authority necessary to grant this licence.

7.4 You acknowledge and agree that:

(a) all intellectual property rights in the App and in any material and information comprised in the App are and will remain our property; and

(b) this Agreement does not grant you any right, title or interest in or to our intellectual property rights, other than the right to access and use the App.

8. Your Warranties and Indemnities to us

8.1 You represent and warrant to us that:

(a) you have the authority to sell the Vehicle which you have listed via the App;

(b) you have the authority to grant to us the licence contained in clause 7.3 of this Agreement;

(c) all contact and other details you have provided via the App are accurate and current; and

(d) your use of the App will comply with the terms set out in this Agreement and any other requirements or directions issued by us from time to time.

8.2 You indemnify us from and against all actual or threatened actions, claims, demands, liabilities, suits, losses, expenses, costs, damage (including legal costs on a full indemnity basis and any amount we incur in defending or settling any actions, claims and demands) which we may suffer or incur arising out of or in connection with:

(a) a breach of this Agreement (including a breach of any representation or warranty contained in this Agreement);

(b) a breach of applicable law;

(c) any wilful, unlawful, fraudulent or negligent act or omission, by you or any person using your Account.

8.3 For the purposes of this clause 8, we or us means PCA and/or our officers, employees, contractors and agents, whether individually or collectively.

8.4 This clause will survive the expiration or termination of this Agreement.

9. Our liability to you is limited

9.1 You acknowledge and agree that your use of and access to the App is at your sole risk and the App is provided to you "as-is", "with all faults" and "as available".

9.2 Other than as set out in this clause 9, and to the fullest extent permitted by law, all guarantees and implied and express warranties in respect of any goods or services provided by us are hereby excluded.

9.3 We use data from Automotive Data Services Pty Ltd ('RedBook') to produce vehicle data and valuations. Data from RedBook is gathered from a variety of sources and while all due care is taken in producing the data and valuations, neither RedBook nor PCA can guarantee or make any representations regarding the use of, or reliance, on such data. Neither RedBook or PCA are responsible for the information provided to you and you acknowledge that you understand that you should not rely on the data or valuations without making your own independent assessment of the vehicle and investigating other sources of information. Neither RedBook or PCA are liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to your use of, or reliance on, this valuation and data.

9.4 To the fullest extent permitted by law, we will only be liable to you:

(a) pursuant to any guarantee, right or contractual term that arises, is created or is implied by operation of law and cannot be excluded, provided that, to the fullest extent permitted by law, any such liability is limited, at our option, to:

(b) supplying the services again; or

(c) paying the cost of having the services supplied again.

(d) if your claim arises from or in connection with any deliberate breach by us of this Agreement or any fraud committed by us.

9.5 To the fullest extent permitted by law, we will not be liable to you for any:

(a) claims arising out of or in connection with this Agreement whether arising in contract, tort (including negligence), breach of warranty or statute;

(b) harm to your computer system or mobile device, loss or corruption of data, or other harm that results from your access to or use of the App; and

(c) indirect loss, consequential loss, loss of profits, loss of revenue, loss of use, loss of data, economic loss, exemplary damages, punitive damages, or special damages arising out of or in connection with this Agreement and/or your access to or use of the App.

9.6 This clause will survive the expiration or termination of this Agreement.

10. Privacy

10.1 Our Privacy Policy, located at <https://www.porsche.com/australia/privacy-policy/> (**Privacy Policy**), sets out how we collect, store, use, process and disclose personal information, how you may access or correct your personal information and how you may make a privacy complaint. The terms of the Privacy Policy form part of this Agreement, with all references to our website to be read as a references to the App. By using and/or accessing the App, you agree to the terms of the Privacy Policy.

10.2 In order for you to access or use the App, we may collect, and/or you may be required to provide, identification, contact, mobile device or usage details or other information as part of, and to facilitate, the registration process and/or continued use of the App. Failure to provide personal information may prevent you from using the App or from creating an Account.

10.3 We may use your personal information for a range of purposes, including, to facilitate the creation of an Account, in relation to the use of the App, to provide service announcements, administrative messages or information about our products and services, and any other purpose identified or inferred at the time of collection. By creating an Account, you agree to receive electronic communications from us or Porsche Centres for the above purposes.

10.4 Any personal information provided by you via the App may be disclosed to and stored and processed by:

(a) Porsche Centres for the purposes of purchasing your Vehicle and other matters disclosed in the respective Porsche Centre's privacy policy which is available on their website; and

(b) FLIPACAR Trading Pty Ltd for the purposes of hosting the App data and in accordance with its privacy policy which is available on its website at <https://flipacar.com/privacy-policy/>

11. General

11.1 This Agreement constitutes the entire agreement between us and you in connection with its subject matter and all other terms whether express or implied are hereby excluded to the fullest extent permitted by law.

11.2 If the whole or any part of a provision of this Agreement is invalid or unenforceable in any jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If, however, the whole or any part of a provision of this Agreement is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

11.3 This Agreement is governed by and must be construed in accordance with the laws in force in the State of Victoria, Australia and you irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

Version 07.2023

Schedule 1 – Good Condition List

1. Schedule 1 lists some items that a Porsche Centre may use to ascertain whether a Vehicle is in Good Condition (but is not determinative).
2. Whether a Vehicle is in Good Condition (or not as described) is determined by the Porsche Centre in its absolute discretion.
3. A Vehicle is not likely to be in Good Condition, if:
 - (a) the service history book is missing or incomplete;
 - (b) there is severe or substantial external or interior damage, including to the wheels or tyres;
 - (c) there are missing or inoperable components or factory fitted accessories;
 - (d) there are illuminated warning lights;
 - (e) there are mechanical issues;
 - (f) there are oil leaks;
 - (g) there is rust;
 - (h) there is hail damage; or
 - (i) there is evidence indicating that the Vehicle has been extensively damaged and repaired and/or written-off.