

Terms of Use

For the ŠKODA AUTO "Move&Fun" app :

1. Scope and Purpose

- a. The "Move&Fun" app ("App") is an application for mobile devices that ŠKODA AUTO a.s., tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav, Czech Republic, entered in the Commercial Register kept by the Regional Court in Prague under file reference No. B 332 ("ŠKODA AUTO"), offers the user free of charge and makes available to download free of charge from the app store ("Platform") of the relevant operator ("Platform Operator"). ŠKODA AUTO is the contractual partner with regard to the App, not the Platform Operator.
- b. The App connects to the infotainment system of a Citigo or Citigoe iV via Bluetooth and enables the user to listen to music stored on their mobile device, for example, or control the functions of the radio. A multifunction display shows the vehicle's fuel consumption, range, driving times, mileage, engine speed and coolant temperature.
- c. The App can only be connected to the Composition Phone radio in the Citigo and Citigoe iV with radio Swing.
- d. The user must observe the safety information on using the App.

2. Validity and Changes to the Terms of Use; Changes to the App's Scope of Service

- a. These Terms of Use, together with all other documents that are referred to in these Terms of Use, form a contract between ŠKODA AUTO and the user with the purpose of granting the user the right to access and use the App. This contract shall become binding for the parties upon the user's installation and/or use of the App.
- b. ŠKODA AUTO reserves the right to make changes to these Terms of Use that are reasonable to the user and that only affect future usage. Should the Terms of Use change, the App will expressly notify the user about this and request their agreement. The user must take note of the most recent version of the Terms of Use to which they are agreeing.
- c. Furthermore, ŠKODA AUTO reserves the right to expand or limit the App's scope of service or to change its functionality at any time. Rapid technical development makes it necessary for ŠKODA AUTO to make technical and content related updates to the App from time to time. ŠKODA AUTO will notify the user about changes that will affect the functionality of the App.
- d. As ŠKODA AUTO offers this App to all users free of charge and wishes to treat all users equally, users who do not agree to these Terms of Use or with any changes made to them are not permitted to continue using the App.

3. Usage Rights, Use of Data

- a. Subject to compliance with these Terms of Use by the user, ŠKODA AUTO hereby grants the user a free, non-exclusive, non-transferable and non-sublicensable right to access and use the App in accordance with these Terms of Use. ŠKODA AUTO and/or its licensor are entitled to all property rights in or to the App. All rights that are not granted in these Terms of Use remain reserved.
- b. ŠKODA AUTO protects the user's personal data and shall only process this data if permitted to do so by law or if the user has consented to such processing; users can find more information about this in our Privacy Policy. Subject to the requirements of the specific applicable law, the user grants ŠKODA AUTO a non-exclusive, indefinite, irrevocable, free, transferable and assignable (with the right to sub-licensing) right to use other data, in particular technical data that does not contain any personal data or from which personal data have been removed (anonymised data).

4. Unauthorised Use; Terms of Use for Third Parties

a. Author, name, brand and other rights of ŠKODA AUTO and third parties (in particular general personality rights) are to be observed when using this App. The user is prohibited from using this App in a way that breaches the Terms of Use or other provisions of this contract or any applicable law. They are expressly forbidden from integrating the App or any parts thereof into other private or commercial web applications.

b. To prevent the user's attention being distracted from the road, they are prohibited from using services in the App while driving. Road traffic regulations must be observed. The user agrees and takes total and sole responsibility for using the App, and is entirely responsible for complying with all the applicable road traffic laws and safety legislation.

c. The App also offers functions provided by third parties. The terms of use given below of the providers named below apply in this case. Users can find the relevant terms of use at the following Internet addresses:

• https://www.tomtom.com/en_gb/

d. ŠKODA AUTO is not responsible for the content made available by the specific third parties. Such content is neither checked nor verified by ŠKODA AUTO. Consequently, ŠKODA AUTO shall not be liable for the websites, services or content provided by third parties.

e. Road information or geographical indications are solely for route planning purposes. It may not be possible to drive (safely) along the routes displayed in the App and the conditions indicated may differ from the actual circumstances present. The user bears sole responsibility for assessing whether or not the routes displayed are safe to drive along. We offer no guarantee that the information regarding road names, road conditions or directions is correct, accurate or reliable.

5. Mobile data connection

a. A fully functioning, sufficiently charged mobile device is required to use the App.

b. Establishing the wireless data connection between the App and the Internet is not part of the service that ŠKODA AUTO provides the user of the App. A data enabled SIM card linked to a valid mobile phone contract is required for this purpose.

c. Use of the SIM card/mobile phone connection is subject exclusively to the terms agreed by the user with the telecommunications provider in the mobile phone contract; this applies especially with regard to any connection fees or roaming charges imposed. Users are advised to choose a mobile phone tariff with a sufficient data allowance for their needs.

d. The mobile data connection and its efficiency (speed) depend on factors outside of ŠKODA AUTO's control and contractual obligations. These include in particular:

- sufficient mobile phone reception where the vehicle is located; and
- interference in, disruption to or interruption of the mobile phone signal caused by tunnels, garages, subways or other sources of interference (weather such as storms; other electronic devices; buildings, bridges or mountains; heavy mobile phone use in the particular cell site, etc.).

6. Liability of ŠKODA AUTO

a. ŠKODA AUTO shall not be liable for any damage caused by incorrect use of the App. This applies in particular should the driver of the vehicle cause an accident due to their attention being distracted from the road because they were using the App while driving.

b. ŠKODA AUTO shall be liable for damage caused by it intentionally and/or by its gross negligence. Furthermore, ŠKODA AUTO's liability shall be subject to the following conditions:

i) in the case of simple negligence, ŠKODA AUTO's liability shall be limited to typical and foreseeable damage. This shall not apply if ŠKODA AUTO fails to meet one of its key contractual obligations;

ii) legal representatives, vicarious agents and employees of ŠKODA AUTO shall not be held personally liable for any damage caused by simple negligence; the limitation of liability in favour of ŠKODA AUTO included in this point 6 shall apply accordingly;

iii) the limitations of liability set out in this point 6 shall not apply to loss of life, physical injury or damage to health, in the event of fraudulent concealment of a defect, due to the acceptance of a guarantee or under the applicable product liability law.

7. Termination

The user of the App can terminate this contractual relationship with ŠKODA AUTO at any time by uninstalling the App.

8. Legal Venue, Applicable Law

a. For commercial users, the sole legal venue for any claims resulting from or in connection with the App is District court in Mladá Boleslav, Czech Republic.

b. ŠKODA AUTO can only bring claims against non-commercial users (consumers) at the court that represents the user's place of (habitual) residence; users, by contrast, can file claims against ŠKODA AUTO at any legal venue in addition to that which represents their place of (habitual) residence.

c. In the event of disputes resulting from or in connection with the App, these Terms of Use or this contract, the laws of the Czech Republic shall apply exclusively; any recourse to the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. By way of derogation for non-commercial users (consumers), the laws of the country in which the consumer has its (habitual) place of residence at the time this contract was concluded shall apply.

9. Severability Clause

Should any individual terms in these Terms of Use be or become invalid, the validity of the remaining conditions shall be unaffected. The invalid provisions shall be replaced with new conditions that reflect the commercial intent of the contract as closely as possible and adequately safeguard the interests of both parties.

10. Dispute Resolution

In accordance with the provisions of Regulation (EU) No 524/2014 of the European Parliament and of the Council of 21 May 2013 ("the Regulation"), is the user entitled to use the out-of-court resolution of disputes concerning contractual obligations arising from online sales or service contracts concluded between the user resident in the Union and ŠKODA AUTO established in the Union through the intervention of an ADR entity listed in accordance with Article 20 (2) of Directive 2013/11/EU and using the platform for Online Dispute Resolution. This platform is available under <http://ec.europa.eu/odr>.

Dated: [1. 3. 2020]