

## TERMS OF USE

These terms of use ("**Terms**") sets out our business relationship with you and will apply to your use of the Service, the Application, and all transactions or dealings that you make through the Application. In these Terms, "Audi", "we", "us" and "our" refer to **Premium Automobiles Pte. Ltd.**, which operates and owns the Application, while "you", "your" or "User" refers to you.

**PLEASE READ THESE TERMS CAREFULLY.** By accessing, installing, downloading and/or using the Application, you acknowledge that you have read and understood and agree to be bound by these Terms and to our Privacy Policy. If you do not agree to be bound by any of these Terms, you must immediately stop using the use of the Application and/or any Services provided therein and should delete the Application from your mobile devices and/or other computer equipment. These Terms apply in addition to and do not derogate from any other terms or conditions that expressly apply to a specific product or service accessed, supplied or provided by or via the Application.

The Application is provided for your personal and non-commercial use subject to these Terms.

We reserve the right to amend, vary or change any information in the Application and in these Terms without notice. The amended Terms will take effect from the time of posting on the Application. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the amended Terms if you continue to access or use the Application.

### 1. Definitions

1.1 In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Application**" means the Audi Top Service software application (including without any limitation, any software code, scripts, interfaces, graphics, displays, text, documents and other component) which may be downloaded by you from platforms (such as iTunes and Google Play) as we may determine from time to time for use on your smartphone or other mobile devices;

"**Roadside Assistance Service**" means such assistance service provided by Audi in case of a breakdown of an Audi vehicle, such as vehicle jumpstart, changing of flat tyre, battery replacement, petrol top-up and towing services;

"**PDPA**" means the Personal Data Protection Act (No. 26 of 2012) of Singapore and all subsidiary legislation;

"**Privacy Policy**" means the statement that sets out our policy on collection, use and disclosure of personal data;

"**Products**" means Audi Genuine Parts, Audi Genuine Accessories and Audi Collection;

"**Services**" means all or any of the services provided by us to you including but not limited to the information services, content and transaction capabilities on the Application and other services described in Clause 2.1; and

"**Service Booking**" means such booking made through the Application for the servicing of an Audi vehicle.

## **2. Scope and nature of our Services**

2.1 Through the Application we provide a platform through you may:

- (a) browse, compare and determine the availability of various Products offered by us;
- (b) be kept informed of promotions and offers available from time to time;
- (c) make Service Bookings for your Audi vehicle with our Service Centre;
- (d) activate Roadside Assistance Service; and
- (e) receive general administrative information and status of vehicle.

2.2 The Application and the information, resources, materials, services, products and/or tools we provide through the Application are provided for the benefit and convenience of our customers only.

2.3 All such resources are provided for general information purposes only and do not constitute financial, accounting, legal or other professional advice. You should make your own evaluation of the accuracy or completeness of any information, promotion or content available through the Application.

## **3. Use of Application**

3.1 Subject to your compliance with these Terms, we grant you a revocable, limited, non-exclusive, non-transferable license to download and install a copy of the Application on a mobile device that you own or control and to use the Application and the content made available in it for your personal purpose only and not for revenue generation, commercial enterprise or other purpose for which it is not designed or intended.

3.2 You acknowledge and agree not to:

- (a) use the Application for any unlawful or prohibited activity or to make any unauthorized, speculative, false or fraudulent booking or for any illegal purpose; or
- (b) use the Application in a way which interferes with its availability for other users or do anything that degrades the operational performance of the Application; or
- (c) remove, alter, or obscure any proprietary notice of Audi or its licensors or use any proprietary information or interfaces or other intellectual property of Audi in the design, development, licensing or distribution of any applications; or
- (d) distribute, transmit, display, reproduce, publish, license copy, store, adapt, modify, translate, reverse engineer, decompile, disassemble, otherwise tamper with or create adaptations, enhancements or derivative works based upon any software used in the Application, reformat or frame any portion of the pages comprising the Application, scrape, deep-link, transfer, or sell any content, information, software, products, images or services obtained from the Application; or
- (e) use the Application for creating a product, service or software that is directly or indirectly competitive with or in any way a substitute for any services, product or software offered by us.
- (f) post or transmit onto the Application or to any other users, any unlawful, harassing, abusive, threatening, libelous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane material, or any material that could infringe any intellectual property rights or is otherwise injurious to third parties or which would constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law; or

- (g) attempt to advertise any services through posting comments or reviews; or
- (h) upload or distribute any files that contain viruses, corrupted files or any other similar computer or software program that may adversely affect the operational performance of the Application or any mobile device on which the Application is installed.

3.3 You are responsible for any carrier or other data charges incurred when using the Application.

#### **4. User account**

4.1 To use and access the Application, you must own an Audi vehicle. You are required to set up a user account with your Singapore registered mobile number, name, email address, VIN number, Registration Plate Number and Identification Number . You may be required to provide additional information for further verification and . agree to additional terms in order to create a user account.

4.2 You represent and warrant that:

- (a) you are of legal age to use the Application in accordance with these Terms and to create binding legal obligations on you; and
- (b) any information you provide are true, accurate, correct, and up to date. We reserve the right to decline your user account registration in our sole discretion without giving any reasons.

4.3 You shall not divulge your account details to anyone or permit or grant a right to any other person to use your mobile number to access the Application and/or Services. You remain entirely responsible for all transactions which may occur under your user account whether or not actually or expressly authorized by you, including the transmission, posting, or other provision of text, files, links, software, photographs, video, sound, music or other information or material. We take no responsibility for any loss or damage that occurs as a result of a disclosure by you of your mobile number to third parties or through any unauthorized access to your personal information. You further agree to immediately notify us of any unauthorized use of your user account.

4.4 If you are in breach, or will be in breach, of any of these Terms, we reserve our right to cancel your Service Booking (if any), suspend and/or terminate your user account or to remove or edit content posted by you without giving you a reason and/or without further reference to you.

4.5 You acknowledge and agree that we may refer any suspected illegal, fraudulent or abusive activity to appropriate law enforcement authorities. If requested by a government or law enforcement body, private investigator, rightful owner or interest holder and/or any injured third party or as a result of a subpoena or other legal action, or if we have reasonable grounds to believe that you are in breach of any of these Terms or if we are of the view, in our sole and absolute discretion, that it would be in our best interest to do so, we reserve the right to share your identity, registration information or other user account information. We shall not be liable for damages or results arising from such disclosure, and you agree not to bring any action or claim against us for such disclosure.

#### **5. Products**

5.1 Prices for Products are provided as a guide only and may vary. We make no representation that prices reflected on the Application are identical or lower than prices on other third party sites or other retailers that may exist from time to time, and we do not guarantee that such prices for Products published through the Application are available for any length of time. You should visit our showroom or contact our Service Centre if you wish to make purchases of Products or any make any enquiries.

5.2 In case of an obvious error (including any error in electronic labeling, error in data entry, error of calculation or clerical error) resulting in the display of a price which has obviously been displayed by mistake, we will correct the error as soon as possible. We are not liable for any losses, damages or loss of opportunities suffered by you in connection with any such error.

## **6. Service Bookings**

- 6.1 You may make Service Bookings through the Application by selecting a suitable appointment date and time. A short message service (SMS) will be sent to your mobile phone number registered with us, a day before your scheduled Service Booking, as reminder.
- 6.2 If you wish to change a Service Booking after confirmation, you may edit the date and time of the Service booking on the application.
- 6.3 For Service booking which occurs on the current day, you will not be able to edit and will have to call our call centre at the given contact number on the Application.

## **7. Roadside Assistance Services**

- 7.1 You may activate Roadside Assistance Services through a call button on the Application. There may be additional charges of the call depending on your courier service. Other additional terms and conditions may apply to such Roadside Assistance Services.

## **8. Postings and Reviews**

- 8.1 You may post reviews, comments, photos and other content on or through the Application subject to these Terms. You agree that a review posted by you may be wholly or partly used and placed by us at our sole discretion for marketing and promotion purposes on social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by us and our business partners. We reserve the right to refuse, edit or remove reviews at our sole discretion, but do not regularly review posted content.
- 8.2 If you do post content or submit material, and unless we indicate otherwise, you are deemed to have granted to us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media, including in the Application, and in promotional materials and publications and as we may at our discretion see fit. You are deemed to have granted us the right to use the name that you submit in connection with such content.
- 8.3 You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content you supply.
- 8.4 Any material you transmit or post or submit to through or on the Application (or otherwise to us) shall be considered (and we may treat it as) non-confidential and non-proprietary, subject to our obligations under the PDPA. You grant us a royalty-free, perpetual, irrevocable, non-exclusive right to use, copy, modify, adapt, translate, publish and distribute world-wide any such material.
- 8.5 We reserve the right but not the obligation to monitor and edit any activity or content. We take no responsibility and assume no liability for any content posted by you or any third party. You further warrant that any content posted by you shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights.

## **9. Intellectual Property Rights**

- 9.1 The Application may utilize or include third party software that is subject to open source and third party license terms ("**Third Party Software**"). You acknowledge that your right to use such Third Party Software as part of the Application is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software, including without limitation, any applicable acknowledgements, license terms and disclaimers contained therein.

9.2 All intellectual property rights (including the Application, all copyright, patents, trademarks, service marks, logo, trade names, information, content on the Application or accessed as part of the Service, any database operated by us and all the design, text and graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (including applets and scripts) are owned by and shall remain our property or that of our licensors. You shall not, and shall not attempt to, obtain any title to any such intellectual property rights and may not use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate any such intellectual property without the prior written consent of Audi or the relevant affiliate of Audi. Nothing in these Terms shall be understood as conferring any rights of use in relation to any trademarks associated with the Application.

9.3 You may store, print and display the content supplied solely for your own personal use. However, you are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Application nor may you use any such content in connection with any business or commercial enterprise.

## **10. Data Protection**

10.1 We take care to safeguard and protect all your information and privacy. We collect, use and disclose only such information reasonably required to enable us to provide the Services that you have requested as described in our Privacy Policy.

10.2 By submitting any personal information to us and using the Application, you indicate your acceptance of our Privacy Policy and consent and authorize the collection, storage and use by us of any information and data related or derived from your use of the Application and any information or data that you provide to us. We shall be entitled to use any ideas or concepts in such information for any purpose whatsoever, including without limitation, developing, manufacturing and marketing products and services.

10.3 Pursuant to the PDPA, the old owner and new owner of the same vehicle will not be able to view the history of Services provided and Services Bookings for the vehicle.

## **11. Disclaimers**

11.1 We specifically disclaim compatibility between the Application and any software or hardware. We do not warrant that the Application will be compatible or interoperable with your mobile device or any other hardware, software, equipment or device installed on or used in connection with your mobile device or that we will update the Application so that it is relevant to you and/or works with your mobile device. Any compatibility and interoperability problems may cause the performance of your mobile device to diminish or fail completely, and may result in permanent damage to your mobile device, loss of the data and/or corruption of software and files contained in your mobile device. You acknowledge and agree that we shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

11.2 You acknowledge that your use of the Application is at your sole risk and discretion. All materials, information, products, services, software and other content contained in the Application, or obtained from a linked site is provided "as is" without warranty or conditions of any kind, whether express or implied (including but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, non-infringement, security or accuracy). You assume total risk and responsibility for your use of the Application and the Services provided, including the submission of any personal information. Except as expressly stated in these Terms, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

11.3 We do not warrant or represent that your access to and/or use of the Application will be uninterrupted (whether due to any temporary and/or partial breakdown, repair, upgrade or maintenance of our Application or otherwise) or error-free or that any information, data, content, software or other material accessible through the Application will be free of bugs, viruses, worms, Trojan horses or other harmful components.

11.4 We may modify or discontinue the Application including any of the features or services of the Application and the information contained therein, at any time, with or without notice to you, without any liability whatsoever to you or any third party. Upon any termination, (a) the rights and licenses granted to you in these Terms will end; (b) you must stop using the Application, and (if needed) delete it from your mobile device.

## **12. Exclusion and limitation of liability**

12.1 We are not liable for any injury, loss, claim, damage, including those based in negligence, whether actual, incidental, special, indirect, exemplary, punitive or consequential (including lost profits or other special damages) which arises out of or is in any way connected with any of the following:

- (a) your access and/or use of the Application;
- (b) data, information or material contained in the Application including the use of such data, information or material to check prices and availability of any Products or for Service Bookings, Roadside Assistance Services or any other use;
- (c) any technical errors, unavailability of the Application to you in whole or in part or any failure or delay in any way connected with the use of the Application because of the global computer network, ancillary equipment or technology or any other circumstances, including the use of or inability to use the Application to check prices and availability of any Products or for Service Bookings, Roadside Assistance Services or any other use;
- (d) any corruption of data, delay or failure to complete Service Bookings or failure to activate Roadside Assistance Services where that failure is due to circumstances beyond our control; and
- (e) any unauthorised access, alteration of your transmission or personal data, any material or data sent or received or not sent or received, any breach of security into the Application through the global computer network or any transactions entered into through the Application.

12.2 Nothing in these Terms shall exclude or limit our liability for death or personal injury arising from our negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

12.3 If we are found liable for any loss or damage which arises out of or is in any way connected with your access or use of the Application, then our liability to you, whether in contract, tort or otherwise for any loss or damage of any kind shall in no event in the aggregate exceed SGD 500.

## **13. Indemnity**

13.1 You agree to indemnify, defend, hold us harmless from any and all third party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of the Application, the Services or your breach of these Terms.

13.2 You agree to indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses due to your negligence or willful default and arising out of or in connection with the use of the Application and the Services by you or any other person using your account.

**14. No Third Party Rights**

14.1 No provision herein is otherwise enforceable pursuant to the Contracts (Rights of Third Parties) Act (CAP 53B) by any person who is not a party to these Terms.

**15. Severability**

15.1 If any provision herein is held by the Singapore courts to be illegal or unenforceable, the same shall be deemed to be deleted from these Terms and shall be of no force and effect; whereas the remainder shall continue in full force and effect.

**16. No Assignment**

16.1 You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Terms. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under this Terms to any person without having to seek your permission.

**17. No waiver**

17.1 No waiver by us of any of these Terms or your default under these Terms shall operate or be construed as a waiver by us of any future defaults or provision.

**18. Entire agreement**

18.1 These Terms and our Privacy Policy contains all the terms agreed between us regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between us, whether oral or in writing.

**19. Governing Law**

19.1 You agree that the laws of Singapore, without regard to principles of conflict of laws, will govern our relationship and any dispute of any sort that may arise.

**20. Dispute Resolution**

20.1 In the event of any dispute or difference arising out of or in connection with or in relation to these Terms, including any question regarding the existence, validity, application or interpretation of these Terms or any of its provisions, both parties shall endeavour to settle the dispute informally by agreement between the parties. Both parties shall always act in good faith and co-operate with each other to resolve any disputes.

20.2 Notwithstanding anything in these Terms, if the dispute is not settled in accordance with the clause above, the parties shall endeavour to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A party who receives a notice for mediation from the other party shall consent and participate in the mediation process in accordance with this clause. Failure to comply with this clause shall be deemed to be a breach of these Terms.

20.3 If the parties are unable to resolve the dispute after mediation, then subject to the right of either party to apply to the Singapore courts for equitable relief available to preserve the status quo or to prevent irreparable harm, the dispute shall be referred to and finally resolved by arbitration in Singapore in the English language, conducted in private in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this clause. The arbitration shall be conducted before 1 arbitrator. Each party shall bear its own costs in connection with the arbitration proceedings.