

Terms and Conditions  
for the use of road2dreams NFT-Platform  
(hereafter referred to as **T&C**)

**1. Scope and Definitions**

- 1.1. road2dreams GmbH, Monbijouplatz 5, 10178 Berlin, Germany, email address: info@road2dreams.com (hereafter referred to as **Platform Operator** or **We**) operates under [www.nft.porsche.com] an NFT platform (hereafter referred to as **NFT-Platform**) for the sale or giving away of Porsche non-fungible tokens.
- 1.2. **Announcement** has the meaning as defined in No. 6.7.
- 1.3. **Content** means the artwork or any content, files and materials represented by or embodied in the purchased NFT and as licensed hereunder.
- 1.4. **Customization Options** has the meaning as defined in No. 6.7.
- 1.5. **Digital Wallet** means a solution for receiving, storing, transferring, exchanging or spending crypto-currencies and/or NFTs.
- 1.6. **ETH** means the cryptocurrency commonly designated by this name, which is stored in and tradeable on Ethereum and any successor thereof. In case of a so-called "fork" or other split of ETH into several different cryptocurrencies, Platform Operator will decide in its reasonable discretion, which of the resulting cryptocurrencies can be used in purchases of NFTs under these T&C.
- 1.7. **Ethereum** means the Ethereum mainnet and the consensus blockchain for such mainnet (networkID:1, chainID:1) as recognized by the official Go Ethereum Client, or, if applicable, the network and blockchain generally recognized as the legitimate successor thereto.
- 1.8. **Functions** has the meaning as defined in No. 6.8.
- 1.9. **NFT** means a non-fungible token (NFT) registered on a Blockchain network. In these T&C, NFT refers only to NFTs (the associated Content may be subject to further or different provisions under these T&C as the case may be) sold by Platform Operator on the Primary Market through the NFT-Platform, unless otherwise stated herein.
- 1.10. **Primary Market** refers to the first transaction of the NFT through sale from Platform Operator to a User through the NFT-Platform.
- 1.11. **Third Party Marketplace** means a service provided by a third party to transfer, trade, sell or purchase NFTs on the Secondary Market.
- 1.12. **User** means any person who accesses the platform who is defined as a "consumer" pursuant to the laws of the jurisdiction where such person resides. The User, being the addressee of these T&C, may also be referred to as "**you**".
- 1.13. **Utility Roadmap** has the meaning as defined in No. 6.7.
- 1.14. **Secondary Market** refers to all subsequent transactions or

transfers of an NFT, including through sale or gifting, between Users or a User and any third party following the initial Primary Market transaction.

1.15. These T&C apply to

- (i) the use of the NFT-Platform by Users; and
- (ii) the purchase of NFTs on the NFT-Platform by Users.

These T&C shall also apply to all future transactions with the User unless expressly stated otherwise. The application of the User's conflicting, deviating or supplementary terms and conditions shall be excluded, even if Platform Operator does not expressly object to such terms and conditions.

**2. Availability and Eligibility**

2.1. The NFT-Platform is available in the following countries only:

Austria, Australia, Belgium, Canada, Denmark, Finland, Germany, Hungary, Ireland, Italy, Japan, Netherlands, Poland, Singapore, Slovenia, South Korea, Spain, Sweden, Taiwan, UK and USA.

2.2. To purchase NFTs through the NFT-Platform, you must fulfill the following cumulative criteria:

- 2.2.1. you must have a wallet from one of the following providers: Metamask Coinbase Wallet or any other Digital Wallet compatible with Wallet Connect;
- 2.2.2. you must have successfully completed the "Know Your Customer" process (for details see here [www.nft.porsche.com](http://www.nft.porsche.com)); and
- 2.2.3. the amount of ETH in your wallet must be sufficient for the intended purchase.

Additional eligibility criteria may be applicable to claim specific NFTs. If applicable, We will make them available on the NFT-Platform and/or during the purchase process.

**3. Platform Contract for the Use of the NFT-Platform**

3.1. In order to fully use the NFT-Platform, the conclusion of a Platform Contract entered into between the User and Platform Operator is necessary. The Platform Contract is concluded (a) by acceptance through registration on the NFT-Platform or (b) by acceptance at the time of purchasing one or several NFTs on the NFT-Platform as a framework agreement for the use of the NFT-Platform and the purchasing of NFTs on the NFT-Platform.

3.2. The Platform Contract alone (that means without any purchase of an NFT) does not impose any purchase obligation and/or payment obligation on the User.

3.3. The content of the Platform Contract is determined by these T&C, in each case in their most recent version at the time of the conclusion of the respective Platform Contract. Platform Operator may amend these T&C for legitimate reasons, in particular for legal, regulatory or security reasons. If Platform Operator amends these T&C after the

conclusion of a Platform Contract, the changes will be valid as of acceptance of such changes by the User.

- 3.4. The User is obliged (i) to provide complete and correct information about its person at the time of registration on the NFT-Platform and (ii) in case of respective changes to correct without undue delay the information on the NFT-Platform insofar such information are mandatory for the performance of the Platform Contract. Such mandatory information are marked as such when requested on the NFT-Platform.

- 3.5. Every transaction on our platform requires the payment of a fee. This means that you must pay a transaction fee for each transaction you initiate through the platform. Accordingly, you are solely responsible for paying all gas fees required to complete a transaction on the Ethereum blockchain, and you must ensure that you have sufficient funds and resources to do so before initiating such transactions.

#### **4. Transfer and Termination of Platform Contract**

- 4.1. A Platform Contract existing with a User may not be transferred by the User to a third party without Platform Operator's approval.
- 4.2. The User and Platform Operator may terminate the Platform Contract as a whole at any time with immediate effect. Platform Operator is in particular entitled to exclude individual Users from the NFT-Platform. The termination of the Platform Contract shall not affect any already concluded individual sales contracts for NFTs between the User and Platform Operator.
- 4.3. The termination of the Platform Contract may be made in writing, via email or via the NFT-Platform via the function "Delete Account".
- 4.4. Either party's right to terminate the Platform Contract for good cause with immediate effect remains unaffected by the aforementioned provisions. Platform Operator shall in particular be entitled to terminate the Platform Contract for good cause with immediate effect in case it is no longer able to operate the NFT-Platform for regulatory reasons.

#### **5. Intellectual Property and Prohibited Behavior**

All intellectual property rights (including any copyright or trademarks) in the architecture, content or any element of the NFT-Platform are owned by Platform Operator or its third party licensor(s). No intellectual property rights are transferred to the User through these T&C. Any total or partial reproduction, representation, modification or use (except as permitted by these T&C) of any element of the NFT-Platform by the User for any reason whatsoever is strictly prohibited. In particular, the User shall not (directly or indirectly):

- (a) use the NFT-Platform and/or the Content associated with NFTs for any purpose other than those set out in the T&C;
- (b) decipher, decompile, disassemble, reverse engineer, scrape or otherwise attempt to derive the source code or underlying ideas or algorithms of any portion of the NFT-Platform and/or the NFTs, except to the extent permitted by applicable law;
- (c) interfere with the functioning of the NFT-Platform, impose an unreasonable or disproportionately large load on the NFT-Platform infrastructure, circumvent any

technical measures used by the NFT-Platform or distribute any virus or any other technology that may harm the NFT-Platform; or

- (d) modify, translate or otherwise create derivative works of any part of the NFT-Platform and/or the NFTs.

The above list of prohibited behaviors is not intended to be an exhaustive list. The User shall comply with all applicable laws relating to the use of the NFT-Platform and/or the NFT.

#### **6. Purchase of NFTs**

The User can, subject to the conclusion of an individual sales contract with Platform Operator, purchase NFTs for a set price according to the procedure described below.

##### **6.1. Selection**

- 6.1.1. To purchase NFTs for a set price on the NFT-Platform, the User can select an identified NFT collection from which it wishes to purchase one or more NFTs. The User's eligibility to purchase a NFT from specific NFT collections may depend on certain criteria such as the User having purchased a Porsche NFT previously, participation in community spaces etc.
- 6.1.2. After selection of the NFT collection, the User will need to provide or confirm its payment details. It will then be confirmed that the User's Digital Wallet holds the sufficient amount of ETH for the intended purchase. After such is confirmed, the User will see an overview of the selected NFT collection and the total consideration. The User will be able to return to the previous pages to correct any errors or to change the purchase.
- 6.1.3. The User will, after purchase of a NFT from such NFT collection, receive notification of a randomly selected NFT from such NFT collection, before the User validates the purchase.

##### **6.2. Consideration**

- 6.2.1. The price for NFT(s) is shown and is payable by the User in the crypto currency ETH. The price includes all applicable taxes, but not the gas fee payable by the User for the transactions on the Ethereum network, including the purchase of the NFT (see in this regard No. 6.2.2).
- 6.2.2. All transactions on the NFT-Platform are facilitated by smart contracts existing on the Ethereum network. The Ethereum network requires the payment of a gas fee for every transaction that occurs on the Ethereum network, and thus every transaction occurring on the NFT-Platform. The prices for the NFT(s) indicated on the NFT-Platform does not include the gas fee. These gas fees are the responsibility of the User, who must ensure that it has sufficient funds in ETH on its Digital Wallet.
- 6.2.3. The total amount due and payable (including the gas fee) is shown to the User before it proceeds to the validation of its purchase.

##### **6.3. Receiving the NFT(s)**

- 6.3.1. Any transfer of a NFT to the User will be registered in the Ethereum blockchain.
- 6.3.2. After payment of the amounts due for the NFT purchased, the User will be redirected to a page confirming its purchase.

6.3.3 After completion of the confirmation of purchase, the User will automatically receive the respective NFT(s) from the NFT collection selected by the User in his/her Digital Wallet.

#### 6.4. Rights in case of defects of the NFT

In case an NFT purchased on the NFT-Platform is defective, the statutory provisions regarding the User's rights in case of defects apply.

#### 6.5. Digital Wallet

6.5.1 The User must have a Digital Wallet compatible with the NFT-Platform in order to receive and store its NFT(s) following its purchase from Platform Operator. Compatible Digital Wallets include Metamask Coinbase Wallet and any Digital Wallet compatible with Wallet Connect.

6.5.2 Digital Wallets are provided by third parties and not by Platform Operator. These T&C are not applicable to the User's use of the Digital Wallet. Their use is rather subject to terms and conditions provided by the relevant third party Digital Wallet provider. The User shall ensure that it has read these terms and conditions before creating its Digital Wallet, and that it maintains the security of its Digital Wallet.

6.5.3 Platform Operator does not hold any wallet private keys to the User's Digital Wallet.

6.5.4 The User's Digital Wallet public address will be made publicly visible every time the User engages in a transaction.

6.5.5 The respective third party Digital Wallet provider may charge the User a fee for the service it provides.

6.5.6 It is the responsibility of each User to ensure (i) the compatibility of the Digital Wallet with the NFT-Platform before purchasing an NFT and (ii) that the Digital Wallet is operated and stored in appropriate security conditions. Failure to do so may result in the loss or theft of NFTs. Any action made as a result of the User's Digital Wallet being compromised is the responsibility of the User.

#### 6.6. Know Your Customers or Know your Transactions checks

6.6.1 Platform Operator or its subcontractors may conduct KYC (Know Your Customer) and KYT (Know Your Transactions) checks as appropriate to authenticate the User and the purchase transaction and complete the purchase process. This may involve requiring the User to provide identity documents or information such as for instance the User's name, surname, date of birth, place of birth, nationality, address, email and phone number.

6.6.2 The User is obligated to provide correct and complete data. Failure to do so may result in a suspicious transaction report to be submitted by Platform Operator to the competent financial intelligence unit. The same may apply if Platform Operator has reason to suspect a case of money laundering by the User.

#### 6.7. Customization of the NFT

6.7.1 With the purchase of the NFT, the User may be granted several options to customize / influence the final appearance of the Content underlying the NFT ("**Customization Options**") at no additional charge. The Customization Options (if any) will be offered by the Platform Operator, Porsche Digital GmbH and/or

Dr. Ing. h. c. F. Porsche AG and may in addition to these T&C be subject to separate terms and conditions (in which case the User will be specifically made aware of that). It is in the sole discretion of the Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG to offer such Customization Options.

6.7.2 Customization Options may provide the User with predefined options to alter the appearance of the Content underlying the NFT. The customization will be generated via meta data updates and will not create a new NFT.

6.7.3 The User will be informed about the Customization Options in the utility roadmap for each NFT collection outlining the Customization Options and Functions ("**Utility Roadmap**"; see 6.8.1 below regarding the Functions). The Utility Roadmap will be communicated in extracts before the sales process on the NFT-Platform. After the NFT purchase the User will be informed about available Customization Options and Functions for his/her NFT via the NFT-Platform as well as certain community channels such as Discord ("**Announcement**"). The User may then decide to make use of the Customization Option within a set time period defined in the Announcement.

6.7.4 Where a Customization Option has to be redeemed within a pre-defined and communicated period and the User fails to do so, the User will forfeit its right to use / claim such Customization Option without any liability for the Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG resulting therefrom.

6.7.5 The User is free to make use of the Customization Options; subsequent Customization Options within one Utility Roadmap might be precluded if previous Customization Options have not been applied. The User will be informed in the Announcement whether the non-use of a Customization Options precludes subsequent options.

#### 6.8. Functions included in the NFT purchase

6.8.1 The User may receive, along with the purchase of a NFT, the right to claim certain other functions as part of its purchase of such NFT ("**Functions**"). Such Functions may for instance consist of access to virtual community spaces / metaverse experiences, the receipt of a limited edition of merchandising items and/or access to Porsche events. The Functions (if any) may be offered by the Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG and may be subject to separate terms and conditions (in which case the User will be specifically made aware of that).

6.8.2 The Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG may decide, in their sole discretion, whether or not to offer any Function(s) along with the purchase of a NFT. The details of the Function(s), if any, that are available to the User upon the purchase of a certain NFT will be displayed on the NFT-Platform within the Utility Roadmap (see 6.7.3). No additional compensation is payable by the User to the Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG for the receipt of the Function(s), if any. The Utility Roadmap will be communicated in extracts before the sales process on the NFT-Platform.

6.8.3 Each Function, if any, can only be used / claimed by the User once per NFT purchased by the User for which the User received the respective Function. From time to time, the User will be provided with options to select with regard to a Function. The selection of a certain Function may preclude subsequent Functions (if any) which will be stated in the Announcement and Utility Roadmap.

6.8.4. The User has to redeem the Function(s), if any, on the NFT-Platform and within a pre-defined and communicated period, where applicable. Where a Function has to be redeemed within a pre-defined period and the User fails to do so, the User will forfeit its right to use / claim such Function without any liability for Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG resulting therefrom.

## 6.9. Airdrop

6.9.1. The User may be eligible to automatically receive or claim free distributions of NFT. These NFT may be offered by the Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG and may be subject to separate terms and conditions (in which case the User will be specifically made aware of that). The distribution of these digital assets is referred to as an "Airdrop".

6.9.2. The Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG at its sole discretion will determine the eligibility criteria and amount for each Airdrop.

6.9.3. In addition to any other eligibility criteria, the Platform Operator or its subcontractors may conduct KYC (Know Your Customer) and KYT (Know Your Transactions) checks (see in this regard No. 6.6).

## 7. Competitions and sweepstakes in relation to the NFT and/or the underlying Content

7.1. The Platform Operator, Porsche Digital GmbH and/or Dr. Ing. h. c. F. Porsche AG may from time to time hold competitions and/or sweepstakes which will be subject to separate terms and conditions.

7.2. Event tickets may be raffled based on a randomized selection of special traits as indicated in the Announcement of the raffle. The User must actively announce in the projects community channel that they would like to participate if they are eligible to do so based on the NFT they own. Among these participants a raffle will decide who receives a slot for the event. The participation in the raffle as well as the participation in the event may in addition to these T&C be subject to separate terms and conditions (in which case the User will be specifically made aware of that).

## 8. Owner of the NFT

8.1. The User is the owner of the NFTs that it purchases in accordance with these T&C. This ownership is ensured and verified by a specific protocol (smart contract) on the Ethereum network. Platform Operator makes no guarantee or promise with respect to smart contracts. Platform Operator has no control over the User's ownership of the NFT and cannot modify it.

8.2. Notwithstanding any provision to the contrary in these T&C, the User has the right to freely dispose of the NFTs it owns (sale, donation, transfer, destruction, etc.), in particular via Third Party Marketplaces.

8.3. Subject to compliance with these T&C, the User is authorized, on a non-exclusive, fully-paid up basis, to use, reproduce and display the Content associated with the NFTs that it legitimately owns, for personal and non-commercial purposes only. In case of a commercial use, different terms will apply to sufficiently protect Platform Operator's interests.

8.4. Except as otherwise expressly provided, the purchase or use of a NFT (incl. the Content associated with it) does not include the transfer, license or assignment of any rights, title or interest in or to the visuals, designs, text, graphics, pictures, content, code, data, software or other elements of the NFT or the associated Content represented by or embodied in the NFT.

8.5. Under no circumstances may the User, without Platform Operator's prior consent, do or attempt to do any of the following with the NFTs and its associated Content, whether or not held by the User:

- (a) use the NFT and its associated Content represented by or embodied in the NFT, in whole or in part, for any purpose other than those intended, including but not limited to advertising or promotion of a third party product or service;
- (b) modify, adapt or otherwise make any derivative use of the Content associated with the NFT or any other content, files and materials represented by or embodied in the NFT, in whole or in part;
- (c) reverse engineer, retransmit, or distribute to any third party the NFT and its associated Content represented by or embodied in the NFT;

except where specifically (i) permitted by applicable statutory law, or (ii) permitted under these T&C.

## 9. Secondary Market transactions

9.1. The Users cannot resell NFTs on the NFT-Platform. They may resell their NFTs by offering them for sale on a Third Party Marketplace, subject to limits which may be specified for each NFT on the NFT-Platform.

9.2. Upon a Secondary Market transaction, both (i) the right of the User to use / claim any Function(s) associated with the respective NFT that has/have not been redeemed by the User prior to such transaction and (ii) any digital item(s) that has/have been obtained by the User as a result of the redemption of any Function associated with the respective NFT (such as, but not limited to, virtual community spaces / metaverse experiences) shall transfer to the respective new holder of that NFT. Contrary thereto, any physical item(s) that has/have been obtained by the User as a result of the redemption of any Function associated with the respective NFT shall remain with the User and shall not transfer to the new holder of the NFT.

This No. 9.2 shall apply likewise to any subsequent Secondary Market transaction.

9.3. Platform Operator is not involved in Secondary Market transactions on Third Party Marketplaces and cannot be held responsible for sales, purchases or transfers made outside the NFT-Platform.

9.4. It is the Users' responsibility to check which rights are associated with an NFT purchased on or received through a Third Party Marketplace.

9.5. The Users will be responsible for the payment of all taxes that may be applicable as a result of their use and resale of the NFTs.

9.6. Under the conditions specified for each NFT on the NFT-Platform, the Secondary Market transactions on Third Party Marketplaces may be subject to a commission for the benefit of Platform Operator and/or of any third party that has participated in the NFT creation. By purchasing the NFT on the NFT-Platform, the User accepts the existence of this possible commission.

- 9.7. In the context of Secondary Market transactions on Third Party Marketplaces, the User undertakes to make its best efforts to inform the purchaser of the potential commission, as well as of the provisions of these T&C, and to impose on the purchaser an obligation to (i) pay such commission for the benefit of Platform Operator and/or of any third party that has participated in the NFT creation, and (ii) to pass such obligations on to subsequent purchasers in the event of any further sales and purchases.

## 10. Hyperlinks

The NFT-Platform may include links to other websites or other Internet sources. Platform Operator is not responsible for these external sites and sources, including but not limited to:

- (a) the content, advertising, products, services or other materials available on those external sites or sources; and/or
- (b) for any loss or damage, direct or indirect, arising directly or indirectly from the use of the content, advertisements, products, services or any other element available on these external sites or sources.

## Security

- 11.1. Platform Operator will use commercially reasonable efforts to ensure the security of the NFT-Platform. However, Platform Operator cannot guarantee that the NFT-Platform and/or the NFTs will be free of viruses and/or other computer codes that may contain contaminating or destructive features.

- 11.2. It is the User's responsibility to put in place appropriate computer security measures (including anti-virus and other security controls) to meet its particular information security and reliability needs.

## 12. Liability

### 12.1. Limitation of liability of Platform Operator

- 12.1.1. In case of slight negligence, Platform Operator is liable only for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on Platform Operator according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by the User. This liability is limited to the typically foreseeable damage at the time of entering into the contract

- 12.1.2. The personal liability of statutory representatives, agents and employees of Platform Operator for damages caused by slight negligence is also limited to the extent described in No. 12.1.1.

- 12.1.3. The limitation of liability as set out in No. 12.1 shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Platform Operator has assumed a guaranty.

- 12.1.4. The User shall take all reasonable measures necessary to avert and reduce damages.

- 12.1.5. Some jurisdictions do not permit the exclusion or limitation of warranties or liability, so you may have additional rights under applicable law.

- 12.2. **Risks inherent in NFTs by the User** Non Fungible Tokens are highly volatile assets. Their value depends on many factors. Their value is not guaranteed and can become zero. By purchasing NFTs, the

User exposes itself to the risk of partial or total loss of the consideration paid for the respective NFT.

- 12.2.2. In addition, the resale or transfer of NFTs, in particular via Third Party Marketplaces, is not guaranteed. Such resales or transfers may be subject to transaction fees (including gas fees) which vary in amount. This amount may be significant and may limit or prevent the resale or transfer of NFTs.

- 12.2.3. All transactions on Non Fungible Tokens (such as the NFTs) are conducted through the blockchain, which is an emerging technology that may involve risks such as, but not limited to, the following:

- (a) any malfunction, vulnerability, unintended function or unexpected operation of the blockchain network may cause the User's NFTs to malfunction or operate unexpectedly or in an unintended way;
- (b) the blockchain network may be subject to specific weaknesses, which make them possible targets for specific cyber security threats;
- (c) loss or theft of the means of access, in particular the private key to the User's Digital Wallet, or misuse of the Digital Wallet, may result in the loss of access to the User's NFTs and any Function(s) related thereto;
- (d) bugs or vulnerabilities in the NFTs, associated smart contracts or in their operation may result in the loss of access to the User's NFTs and any Function(s) related thereto.

Any of the above may result in the NFTs becoming worthless or may temporarily or permanently prevent the User from reselling or transferring them or claiming any Function(s) related to them.

- 12.2.4. As between Platform Operator and Users, these risks are borne by Users. To the maximum extent permitted by law, Platform Operator disclaims liability to User for any of these risks and any loss of value of the User's NFT and/or any Functions related thereto.

- 12.2.5. The Users shall be solely responsible for the secure storage of their Digital Wallet private keys. Platform Operator shall not be liable for any damages related to User's Digital Wallet and its use.

- 12.3. **Risks related to regulatory changes** The regulatory regimes in the areas relating to Non Fungible Tokens, crypto-assets, crypto-currencies and blockchain-based services may be subject to rapid legislative and regulatory change which could impact your use of the NFT-Platform and/or NFTs.

## 13. Usage of Data

- 13.1. By using the NFT-Platform, certain data - including personal data - may be collected in order to perform the respective services as well as the selling of NFTs, the provision of Customization Options, Functions etc..

- 13.2. Platform Operator may use such data - in an anonymized form or otherwise - for (i) the purpose of managing and improving quality, safety and security of the NFT-Platform, and (ii) for other commercial purposes. Platform Operator may combine this information with other personal data We hold about the User, including information from the User's Porsche Digital ID, for example to assess the User's eligibility to use the NFT-Platform. The usage of certain data for the purpose of managing and improving quality, safety and security of the NFT-Platform can be activated and deactivated using appropriate functionalities in the User's user account.

- 13.3. For the above purposes, such data may also be transferred to other

third parties that are engaged by Platform Operator (which may include Porsche Digital GmbH and Dr. Ing. h. c. F. Porsche AG) or other Porsche entities in this context and - to the extent such data is anonymized - to other third parties.

13.4. The usage of such data will be in compliance with applicable data protection laws. Where required by law, Platform Operator will obtain the relevant consents. Further information can be found in the data protection and privacy information at <https://nft.porsche.com/privacy-policy>.

13.5. Some of the User's personal data (including its username for the NFT-Platform and Digital Wallet public address) will be embedded into the NFT and will be stored for as long as the underlying distributed ledger technology operates.

#### 14. Right of Withdrawal for Consumers

If the User is a consumer within the meaning of Sec. 13 German Civil Code (Bürgerliches Gesetzbuch, BGB), he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Sec. 13 BGB is every natural person who enters into a legal transaction for purposes that predominantly are outside his/her trade, business or profession. In the following, the User is instructed on his/her right of withdrawal with respect to the Platform Contract as well as any NFT (incl. the Content) purchased on the NFT-Platform:

#### Instruction on the right of withdrawal

##### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (road2dreams GmbH - Monbijouplatz 5, 10178 Berlin, Germany, e-mail address: [info@road2dreams.com](mailto:info@road2dreams.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form for this purpose, but it is not obligatory.

To meet the withdrawal period, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

If you withdraw from this contract, We shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which We are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of the services during the withdrawal period, you shall pay us a reasonable amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

##### Information on the expiry of the right of withdrawal:

The right of withdrawal shall expire in the case of a contract for the provision of services if We have provided the service in full and, if the contract places you under an obligation to pay, if We have only begun to perform the service after you have given your express consent to this and at the same time confirmed your knowledge that you will lose your right of withdrawal upon full performance of the contract by us. The right of withdrawal shall also expire in the case of a contract for the supply of digital content not on a tangible medium if We have commenced performance of the contract and, if the contract places you under an obligation to pay, where you have expressly consented to our commencing performance of the contract prior to the expiry of the withdrawal period and have confirmed your knowledge that by giving your consent you lose your right of withdrawal upon commencement of performance of the contract and We have provided confirmation of the concluded contract.

#### Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract)

To road2dreams GmbH - Monbijouplatz 5, 10178 Berlin, Germany, e-mail address: [info@road2dreams.com](mailto:info@road2dreams.com):

I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)

Ordered on (\*)/received on (\*)

Name of the consumer(s)  
Address of the consumer(s)  
Signature of the consumer(s) (only if this form is notified on paper)  
Date  
\_\_\_\_\_  
(\*) Delete as appropriate

**15. Customer Service**

In case of questions, claims or complaints, please contact our customer service by

- (i) e-mail: info@road2dreams.com; and/or
- (ii) mail: road2dreams GmbH Monbijouplatz 5, 10178 Berlin, Germany.

**16. Applicable Law and Jurisdiction**

- 16.1. To the extent that the User is a merchant, a legal person under public law or a special asset (*Sondervermögen*) under public law, Stuttgart, Germany is the exclusive forum for all disputes arising from contractual agreements entered into between the User and road2dreams GmbH in accordance with these T&C.
- 16.2. For all disputes arising from or in relation to any such contractual agreement, German law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of

Goods (CISG). Despite the application of German law, Users who are consumers may enjoy the protection of the mandatory provisions of the law of the country, in which the consumer has its habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country, in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.

**17. Final Provisions**

The User may assign the rights arising from the parties' contractual relationship to third parties only with road2dreams written consent. Section 354a German Commercial Code (*Handelsgesetzbuch (HGB)*) shall remain unaffected hereby.

If a provision of any contract and/or these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

**Consumer information pursuant to the German law on dispute resolution for consumers (*Verbraucherstreitbeilegungsgesetz; VSBG*):** road2dreams GmbH is neither willing nor obliged to participate in any dispute resolution proceedings before a consumer arbitration panel (*Verbraucherschlichtungsstelle*).