

1. Introduction

SEAT, S.A. (hereinafter, "**SEAT**") is a Spanish company, with registered office at Martorell (Barcelona), Autovía A-2, Km. 585, with Spanish Tax Identification Number (T.I.N) A-28.049.161, duly registered in the Commercial Registry of Barcelona, Volume 23.662, Sheet 1, Page number B-56,855 whose contact email is: customercare@seat.es.

The present terms of use (hereinafter, the "**Terms of Use**") regulate the creation and use of a central user account, SEAT ID & CUPRA ID (hereinafter, the "**SEAT ID & CUPRA ID**") by Users (hereinafter, the "**Users**") and shall be complemented with the relevant privacy and cookie policies.

The present Terms of Use shall be expressly accepted by Users during the creation of their SEAT ID & CUPRA ID account.

2. Purpose and Scope of SEAT ID & CUPRA ID

The aim of SEAT ID & CUPRA ID is to provide to its Users a functionality that permits the creation and use of a central user account. With SEAT ID & CUPRA ID, Users can sign in into numerous services (e.g. websites and applications).

Some services which Users can sign into when using their SEAT ID & CUPRA ID may be subject to additional terms of use. If Users use a service with their SEAT ID & CUPRA ID, they can easily find information about any additional applicable terms of use to such service.

SEAT ID & CUPRA ID is provided free of charge by SEAT and for personal and noncommercial use only.

3. Registering for SEAT ID & CUPRA ID

To register, Users need a valid email address or –as soon as this registering function is available– optionally a valid mobile telephone number as a user name and, where necessary, a password the Users have created (hereafter, the "**Login Information**"). Optionally, Users can store further data in their SEAT ID & CUPRA ID (e.g. their addresses) at the time of registration. Storing this data enables other services used by Users to access this data without Users having to enter it again, provided that the Users have accepted the access to such data by the corresponding service in each individual case.

Users must choose a password for access to their SEAT ID & CUPRA ID which cannot easily be guessed by third parties. First names or surnames and birthdays, in addition to family names, are particularly unsuitable as passwords. The same applies to simplistic numerical combinations (e.g. 12345). It is Users' responsibility to protect their login information for SEAT ID & CUPRA ID against access by unauthorized third parties. In particular, the password must be treated with strict confidentiality. In the event that the password is disclosed to a third party, Users must change the password immediately or, if Users can no longer log into their SEAT ID & CUPRA ID, contact SEAT's customer service immediately through the following e-mail customercare@seat.es.

When using SEAT ID & CUPRA ID, we strongly recommend that Users adopt all available measures (e.g. device password, graphic pattern etc.) to protect the end devices in question against misuse by third parties.

All information required to use SEAT ID & CUPRA ID (e.g. instructions of how to activate SEAT ID & CUPRA ID or how to reset the Users' password), will be sent to the email address or mobile

telephone number provided by the Users. Through the settings menu of SEAT ID & CUPRA ID, Users can set another valid email address or mobile telephone number as a user name or change their password at any time.

4. Signing in with SEAT ID & CUPRA ID

SEAT ID & CUPRA ID is a single-sign-in solution. Users can sign into a number of services with single user identification, as long as these services include SEAT ID & CUPRA ID as a sign-in option. Users do not need to register again, remember any further login information or give their personal information again.

However, Users can register again at any time and set up a new SEAT ID & CUPRA ID.

5. Managing SEAT ID & CUPRA ID

SEAT ID & CUPRA ID settings can be accessed either from user settings in services linked with SEAT ID & CUPRA ID or via the following link: <https://seatid.vwgroup.io/> & <https://cupraid.vwgroup.io/>. Users have to be signed in with their SEAT ID & CUPRA ID in order to access the settings menu.

Users can view, edit and delete the data they have entered at any time via the settings in their SEAT ID & CUPRA ID user account.

Users also have the option of viewing and removing the link to services connected to their Users' SEAT ID & CUPRA ID. If Users remove a link between a service and the SEAT ID & CUPRA ID, Users can no longer log into this service with the SEAT ID & CUPRA ID. Should Users wish to continue using the service with their SEAT ID & CUPRA ID after Users have removed the link, they must connect this service again with their SEAT ID & CUPRA ID. There is also the possibility of creating a new SEAT ID & CUPRA ID to sign into this service.

If the Users' SEAT ID & CUPRA ID is necessary to fulfill existing contractual obligations by SEAT to such Users (e.g. for paid services), Users will need to generate a new SEAT ID & CUPRA ID for its use with such service before removing the link to the previous SEAT ID & CUPRA ID.

Users can also delete their SEAT ID & CUPRA ID entirely. As soon as Users have deleted their SEAT ID & CUPRA ID, they can no longer use it to sign into the services connected with their SEAT ID & CUPRA ID. If Users' SEAT ID & CUPRA ID is used for the fulfillment of existing contractual obligations by SEAT to such Users (e.g. for paid services), Users must first terminate such service or generate a new SEAT ID & CUPRA ID for use with such service. In the case of termination of the relevant service, the deletion of Users' SEAT ID & CUPRA ID can only be carried out after the end of the contract term for such service (if using several services, only after the expiry of the longest contract term).

6. Intellectual and Industrial Property

All rights of Intellectual and Industrial Property over SEAT ID & CUPRA ID (including its information, texts, data, graphics, designs, software, trademarks and other contents of SEAT ID & CUPRA ID) are the property of SEAT and/or its licensors. Therefore, it is prohibited the use, reproduction, transmission, processing, distribution, or exploitation of SEAT ID & CUPRA ID and/or its elements by the User, in any way, except as part of the service provided by SEAT ID & CUPRA ID and for private purposes only.

In this regard, SEAT grants to the Users a non-exclusive, non-sub-licensable, non-transferable license for the use of SEAT ID & CUPRA ID in its current version, which will be subject to the rest of

the terms set forth in the present Terms of Use, as well as to any other applicable terms and/or legislation.

Users acknowledge and agree that the use of SEAT ID & CUPRA ID does not suppose the assignment in their favor of any intellectual or industrial property rights, such as copyrights, trademarks, designs or other rights on SEAT ID & CUPRA ID, nor constitutes authorization for the creation of developments arising from SEAT ID & CUPRA ID, except of the limited license to use SEAT ID & CUPRA ID under the terms herein.

Users grant to SEAT a non-exclusive right, not limited, entirely, transferable, for free and sublicenciable, of the non-personal data, especially technical data and data which the personal reference was erase (anonymized data).

7. Modifications to the Terms of Use and scope of services of SEAT ID & CUPRA ID

SEAT is entitled to amend or update the present Terms of Use at any time. The User will be explicitly informed, within a reasonable period of time, about any change regarding the Terms of Use of SEAT ID & CUPRA ID for his acceptance of such changes.

SEAT reserves the right to extend, reduce or amend services of SEAT ID & CUPRA ID. However, the use of SEAT ID & CUPRA ID is, and will remain, free of charge for you at all times. This does not apply to the use of services connected with SEAT ID & CUPRA ID for which fees may be charged.

8. Misuse

The User agrees not to misuse SEAT ID & CUPRA ID. In particular, the User undertakes not to carry out the following actions:

- Carry out activities against the current Law, the present Terms of Use, morality, good customs and established public order, or for illegal purposes, prohibited or aiming at violating the rights and interests of SEAT or third parties. In particular, activities which may imply an infringement of copyrights, registered names or trademarks, as well as privacy rights.
- Use SEAT ID & CUPRA ID or a part of it in other private or commercial websites and make commercial use of SEAT ID & CUPRA ID; nor to establish hyperlinks to SEAT ID & CUPRA ID or any of its contents (unless expressly authorized in writing by SEAT).
- Alter, copy, grant licenses, lease, sell or imitate SEAT ID & CUPRA ID or its contents.
- Pass on virus or other harmful component that may affect, impairs or damage SEAT ID & CUPRA ID or any connected network or which may interfere with the use and enjoyment of SEAT ID & CUPRA ID by other users.

SEAT is entitled to block access to certain SEAT ID & CUPRA ID services to any User in case the User violates these Terms of Use, third party rights or applicable law and, in particular, the commitments under this clause. SEAT shall retain all other additional rights which may correspond against the User, in particular concerning the initiation of criminal or civil proceedings.

9. Notification of potential violations

SEAT respects third parties rights and the applicable law. The User of SEAT ID & CUPRA ID is bound to do the same.

If any User detects an offensive use of SEAT ID & CUPRA ID and/or for unlawful purposes, User shall notify SEAT by sending an email to customercare@seat.es immediately.

10. Service and Warranty Exclusion

SEAT will make every reasonable effort to procure the proper operation of SEAT ID & CUPRA ID. However, SEAT cannot ensure that there will be no interruptions of the service when performing repair and/or maintenance works on SEAT ID & CUPRA ID. SEAT will take the appropriate measures to reduce said interruptions.

11. Responsibilities

SEAT shall not be responsible for any damage or losses that are incurred because Users have selected an unsuitable password or have not kept the password safe in violation of these Terms of Use, or any damage or losses caused by a third party to whom Users have granted access to their SEAT ID & CUPRA ID.

In any case, the User shall be fully responsible for the data and content transmitted or communicated to SEAT. SEAT does not control or monitor any of such content, unless otherwise stated by a competent court or an administrative decision. SEAT reserves the right to remove or prevent the display of said content until proven the ownership of the material in question, or the legality of it.

SEAT is not responsible for any possible security errors that may occur or for any damage caused to the User device (e.g. PC or MAC) and/or to the files or documents stored therein as a result of the presence of virus in the User's device used to sign in to SEAT ID & CUPRA ID or services connected with it, for any failure of the Internet connection, telephone breakdowns, interference, omissions, or disconnections in the operation of SEAT ID & CUPRA ID caused by factors beyond SEAT's control.

SEAT ID & CUPRA ID may contain links to other web sites or applications which may be subject to other terms of use, conditions of sale and/or privacy policies. Users are responsible to read and accept the terms of use, conditions of sale and/or privacy policies posted on such web sites or applications linked.

Furthermore, SEAT cannot control the information, content, products or services provided by third parties that have established links to SEAT ID & CUPRA ID. Consequently, SEAT does not accept any liability that may arise from said materials.

SEAT does not control, in general, the use of SEAT ID & CUPRA ID by the Users. In particular, SEAT does not grant that SEAT ID & CUPRA ID use by the Users is according to the law, the present Terms of Use, moral, public order, and general accepted good customs. As a result, SEAT would not be responsible for the User use of SEAT ID & CUPRA ID content that may suppose a violation of a national or international law, or intellectual property rights or any other third party right.

However, access to SEAT ID & CUPRA ID could involve costs associated to data consumption. SEAT is not responsible for the costs of communication, transmission of data or Internet connection incurred by the Users. Users may consult their telecommunication operators for more information.

12. Data protection

The access and use of SEAT ID & CUPRA ID implies the processing of your personal data. You can find the information regarding the processing of your personal data in the [Privacy Policy](#).

13. Termination

SEAT is entitled terminate this Terms of Use and the use of SEAT ID & CUPRA ID at any time by declaring this to the User (in writing, by email or text message), subject to a notice period of six (6) weeks. If SEAT ID & CUPRA ID is a prerequisite for use of a particular service connected with it, the termination will become effective, at the earliest, at the time when SEAT's obligation to provide this service ends. Users are entitled to end this Terms of Use at any time by deleting their SEAT ID & CUPRA ID.

14. Severability

The illegality, invalidity or nullity of any of the clauses of this Terms of Use will not affect the validity of its other clauses, provided the rights and obligations of the Parties under this Terms of Use are not affected in an essential manner. Essential is understood as any situation that seriously damages the interests of any of the parties, or affects the purpose of this Terms of Use. Such clauses are to be replaced or included in other clauses that, in accordance with law, serve the same purpose as the substituted clause.

15. Final provisions, Applicable Law, Competent jurisdictional courts

1. The present Terms of Use are governed by the Spanish legislation. If the User is a consumer, the present Terms of Use will be also subject to any applicable local laws;
2. All disputes or claims in relation to these Terms of Use shall be governed by Spanish legislation and will be subject to the jurisdiction of the Courts and tribunals of the city of Barcelona (Spain). If it is User acting in his condition as consumer, the applicable jurisdiction would be the Courts or Tribunals applicable depending on the User's residence.
3. The Users acting in their condition as consumers may also submit any conflicts arising from or related to these Terms of Use to an Alternative Dispute Resolution proceeding (hereinafter, "**ADR**"), if applicable. You can check the list of available ADR at the platform of the European Commission, available at the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

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