

## Vehicle Diagnostics Protection (SFD)

### Terms of Use

These Terms of Use govern the use of the “Vehicle Diagnostics Protection” system (hereafter referred to as “SFD” – *Schutz der Fahrzeugdiagnose*) of Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, entered in the register of companies of Braunschweig District Court under no. HRB 100484 (hereafter referred to as “Volkswagen AG”).

SFD is a system that helps to protect software-controlled vehicle functions against misuse and unauthorised changes. To this end, access to the control units is protected in such a way that a valid personal account must exist in the SFD backend of Volkswagen AG or in the system of the diagnostic system supplier as a necessary means of authorising the user. Furthermore, whenever SFD-protected control units are accessed via the SFD backend of Volkswagen AG, this is logged in a personalised manner to provide a subsequent evidence trail.

### 1. Authorised users and access rights

1.1 All users of diagnostic systems constitute authorised users. The term “diagnostic systems” means both diagnostic systems of the Volkswagen Group and diagnostic systems of third-party suppliers who have concluded a corresponding agreement with the Volkswagen Group. These users will be referred to below as “users”.

1.2 It is only possible to use SFD once access rights have been granted to the user. The procedure for obtaining access rights depends on which diagnostic system is being used.

1.2.1 Users of diagnostic systems that are employed in the context of vehicle development with two-factor authentication (e.g. ODIS Engineering, Diagra) obtain their access rights via an internal authorisation process/system (e.g. my.Serve).

1.2.2 ODIS Service users obtain their access rights via the Volkswagen AG Dealer Portal or the Volkswagen AG Group Retail Portal (hereafter referred to as “GRP”). Users who are already registered on the Dealer Portal or GRP will be activated at the request of the administrator. If the user is not yet registered on the Dealer Portal or GRP, they must first arrange to have their own user account created there (on the Dealer Portal) or create one themselves there (on the GRP).

1.2.3 Users of diagnostic systems from third-party suppliers obtain their access rights from the respective diagnostic system supplier. Once again, a personal account must be set up as a prerequisite for using the SFD function.

1.3 The access rights are not transferable. Users are not permitted to share with or make accessible to third parties their access data for using SFD.

1.4 Volkswagen AG reserves the right to withdraw an SFD user's access rights if the user ceases to be an authorised user by virtue of no. 1.1 or if the user breaches these Terms of Use. Once the access rights have been withdrawn, the user is no longer permitted to use SFD.

## **2. Functions and purpose of SFD**

2.1 SFD allows access protection to be established for vehicle diagnostics at the exact time when it is required. It protects software-controlled vehicle functions against misuse and unauthorised changes. The aim is to prevent misuse as a result of unauthorised access to control units and diagnostic data. In turn, this is intended to reduce secondary damage as a result of tampering (e.g. damage to the image of the corporate group, legal consequences, financial loss, personal injury). Furthermore, the introduction of SFD ensures that the legally required tamper protection for control units is in place and prevents control units from being updated with unauthorised configuration data.

2.2 The diagnostic system requests an SFD token from the "SFD backend" system of Volkswagen AG. The SFD backend generates and signs the SFD token for authorised users and sends it to the diagnostic system. The diagnostic system then transmits the SFD token to the control unit; this checks the SFD token and grants access if the check criteria are successfully met. Within this context, the SFD backend manages all access operations centrally and logs them to provide a subsequent evidence trail. User data, vehicle data and the time stamp of the access request are stored as part of this process. This makes it possible to determine who made changes to the control unit in the event of misuse.

2.3 SFD is to be used exclusively for requesting SFD tokens for vehicles that have been entrusted to the user's organisation for diagnostic purposes.

2.4 Use of SFD for any purpose other than those stated here is prohibited. This applies, in particular, to purposes that are external to the user's organisation and to private purposes.

## **3. User conduct obligations**

3.1 The SFD tokens provided by SFD are generated in relation to a specific person and their creation is logged. Any disclosure of SFD tokens to third parties is generally prohibited. Exceptions to this must be approved by Volkswagen AG in justified individual cases.

3.2 Users must ensure that they are not breaching any applicable legal regulations and/or infringing any rights of third parties by using SFD.

3.3 Personal data must be treated as confidential and protected to prevent it from being accessed and perused by third parties.

3.4 Users must refrain from misusing SFD in any way. In particular:

- No security measures are to be bypassed
- No equipment or applications are to be used/executed that could result in damage to the facilities or a malfunction, particularly as a result of changes to the physical or logical structure of the Volkswagen AG servers or network, or of other networks
- Confidential information and data (e.g. SFD tokens) must not be disclosed to third parties

## 4. Responsibility of Volkswagen AG; liability

- 4.1 Volkswagen AG shall make the SFD function available. No liability can be assumed for the failure of the functionality for activating the control unit with SFD, particularly if this is attributable to control units or diagnostic systems having been incorrectly configured.
- 4.2 Volkswagen AG assumes no responsibility for the content and availability of any diagnostic systems from third-party suppliers that are used. Volkswagen AG expressly dissociates itself from all forms of use which may have implications under criminal or liability law, or which could be considered contrary to accepted standards of public decency.
- 4.3 Volkswagen AG is not liable for the manner in which the SFD tokens provided by SFD are used. Volkswagen AG is liable for all claims for damages and expenses on account of a slightly negligent breach of its essential contractual obligations due to the use of SFD, whereby the liability is limited to typical and foreseeable loss or damage. Otherwise, liability for slightly negligent breaches of duty is excluded. The above limitation of liability does not apply in the case of strict liability regardless of fault and to loss or damage resulting from injury to life, limb or health, or loss or damage covered by the German Product Liability Act.

## 5. Final provisions

- 5.1 Volkswagen AG reserves the right to make changes to these Terms of Use within reason for the user and only with future effect. Changes to the Terms of Use will be brought to the attention of the user via a notification:

- When logging into the diagnostic system
- When using the fall-back solution via the Dealer Portal or GRP
- When logging into the web interface of the SFD backend

The user must agree to the version of the Terms of Use that is currently applicable in each case.

- 5.2 If one or more provisions of the Terms of Use are or become invalid, this will in no way affect the validity of the remaining provisions of these Terms of Use. In such an event, the invalid provision is to be replaced by a valid provision that comes as close as possible to achieving the economic purpose intended by the invalid provision. The same applies in the event of gaps in the contract.

- 5.3 The law of the Federal Republic of Germany is applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

- 5.4 The exclusive place of jurisdiction for all claims arising from or in connection with SFD is the court that has jurisdiction over the domicile of Volkswagen AG.

- 5.5 Volkswagen AG is neither willing nor obligated to participate in a dispute resolution scheme with a consumer arbitration service.

- 5.6 By using SFD, the user confirms that they agree to the above provisions.