

Terms & Conditions

Last updated: 2023.07

These Terms and Conditions together with our Privacy Policy govern your use of My BMW (the "App") and your relationship with the owner of the App, BMW AG (Petuelring 130, 80788 München; registered with the local court of Munich HRB 42243; "BMW") and its affiliates. By using this App, you agree to be bound by these Terms and Conditions.

1. Scope and availability of the App

My BMW is a personal mobility companion, integrating your BMW vehicles ConnectedDrive features, journey management and more all in one app. You can find details about the services contained in the App in our Privacy Policy.

To use all services and features of the App, your mobile device used for the App as well as your BMW vehicle App assumes the functional capability and operational readiness of the mobile network required for the integrated SIM card. In some cases, the App and its services and features are therefore geographically restricted to the reception and range operated by the network provider and in particular may also be subject to interference caused by atmospheric conditions, topographical features, the position of your mobile device and/or the vehicle and obstructions (e.g. bridges and buildings).

Disruptions to the services of the App may occur as a result of force majeure, including strikes, lockouts and public agency orders, and also as a result of technical and other work that may need to be carried out on the systems of BMW, the suppliers of traffic data or network operators in order to operate properly or improve the Services (e.g. maintenance, repair, software updates to systems, expansions). Disruptions to the services of the App may also result from temporary capacity shortages due to peaks in demand for the services of the App or from malfunctions in third-party telecommunications systems. BMW will make every reasonable effort to rectify such disruptions without delay or to facilitate their rectification.

The customer can notify BMW Customer Support by email or phone of any disruptions to the Services. Contact details are available in the "Contacts Section" of this document.

2. Modification and termination of the App

BMW reserves the right to modify the scope of the App in as much as this modification is acceptable to the customer with respect to the overall scope of the App. In the case of a further modification of the scope of the App, the customer will be notified via the App.

The customer can terminate his or her use of the App at each time by deleting the App from his or her mobile device. BMW reserves the right to cease offering the App at any time by giving six weeks' notice.

3. BMW Login

Within the App, you can create a BMW Login. Once you create a BMW Login, you will be able to use the App.

In order to use the remote features within the App, you may need to add your vehicle via the App or the My BMW Portal. If your vehicle is not already displayed in the App, log into the My BMW Portal using your BMW login and add your vehicle by providing the last seven digits of your vehicle's VIN. This can be achieved within the App as well by providing the full 17-digit VIN of your vehicle. The App will access and use this information from your ConnectedDrive contract in order to provide you with the remote features in the App.

4. Data Charges

The App requires utilisation of wireless or mobile data access for your mobile device. You shall be independently responsible for securing the necessary data access service. The provider of such access to your mobile device may charge you data access fees in connection with use of the App. You are solely responsible for all such charges payable to third parties network providers.

5. Privacy Policy

By using the App, you also agree to our Privacy Policy, which can be viewed-in the settings of the App.

6. GPS and Estimated Time of Arrival

The App uses GPS to estimate destination arrival times. Please note that continued use of GPS running in the background can dramatically decrease battery life of your mobile device. Standard data rates may apply, depending on your mobile service provider and plan. Times of arrival are intended as estimates only. A number of factors may impact actual arrival time, including traffic and weather.

7. Use While Driving

The App is intended to be launched while the user is not operating his or her motor vehicle. Do not use the App while operating a motor vehicle unless the App is connected to the infotainment display and can be used in a hands-free manner

8. Liability

BMW shall assume no liability for the accuracy and topicality of the data and information transmitted via the App. This shall also apply for the consequences of disturbances, interruptions and functional impairments of the App. To the extent possible at law, including under the Australian Consumer Law, BMW and members of the BMW Group shall not be in the event of malfunctions, interruptions and functional impairments of the App, excludes all warranties in relation to the App, and shall have no liability in connection with the customer's use of the App. If you are a consumer for the purposes of the Australian Consumer Law, certain guarantees may apply to your use of the App which cannot be excluded by law. BMW's liability in connection with a breach of any such guarantee shall, in the aggregate, be limited to, at BMW's election, the resupply of the services or the payment of the costs of having the services supplied again.

No person shall be liable in connection with these terms and conditions or the use of the services for any special, indirect or consequential loss and damage including loss of profit, loss of bargain, loss of goodwill, administrative costs or any loss and damage that is not reasonably foreseeable at the time of conclusion of the contract.

9. Third Party Services

9.1 Any link or function contained in this App which provides access to third party programs or content are provided for convenience only. BMW does not express any opinion on or endorsement of the content of any such third party programs and expressly disclaims any liability for the quality, content, nature, or reliability of any such third party resources and the information, products and services found thereon.

With the Personalized Service Video, a video created by your BMW service centre showing the status or result of your vehicle service or repair, is presented. This embedded service is provided by 3rd party vendors instructed by your BMW service centre (available only at participating BMW Dealers).

10. Use of the App

The customer must not use the App for illegal purposes and shall not permit third parties to do so. The customer shall not be entitled to distribute or process commercially the data and information received within the context of his/her use of the App. BMW, in its sole discretion, may determine which uses of this App are improper and/or unauthorized. BMW may take any appropriate action in response to unauthorized uses of this App, including but not limited to blocking any user of this App.

11. Copyright and Trademark

BMW owns the copyright in all material and information contained on this App unless otherwise indicated. This App and all materials and information herein are for informational purposes only and are subject to all applicable German and international copyright laws. Any reproduction, retransmission or other use is strictly prohibited, if not permitted by law. In particular, you must not use any part of the materials on the App for commercial purposes without BMW's written permission.

BMW is the owner of or licensed to use all intellectual property in the content of this App and reserves the right to pursue any intellectual property infringement. No license is granted to you to use any trademark of BMW.

12. Community

12.1 Community Feature in the Explore Tab: Within the Explore tab, you can use our community features to consume BMW content and content generated by other users, as well as create own content (e.g. uploading pictures) and like or comment on existing content. By doing so, the full names of the user will not be shown. The feature will only be available to specific users which are members of a market individual loyalty program (e.g. "Excellence Club").

12.2 Community Rules and user obligations: Offering a safe and joyful experience for our users is paramount. Although the view and opinions of our community matter and encouraging participation is essential, it is equally important to be mindful that not every user will share the same points of view, and that a cultural sensitivity must be applied.

Each user of the My BMW Community:

- must only save, publish, transmit and distribute such content, e.g., photos, pictures, text, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to BMW that all required rights, licenses, permits etc. have been validly obtained. This shall also apply to content subject to intellectual property rights, such as trade names and trademarks. The user shall be exclusively responsible for such content;
- must not publish or distribute any content that is racist, insulting, discriminating, denouncing, sexual, glorifies violence or is otherwise illegal;
- must not to send chain letters or messages to more than one recipient at any one time, i.e., the user must not send mass emails or spam;
- must not carry out any disrupting interferences in the BMW network by use of technical or electronic aids, such as hacking attempts, brute force attacks, planting of viruses/worms/trojans and other disrupting attempts regarding BMW's software or hardware;
- may give notice via email to info@bmw.com.au of any detected breaches of the aforementioned rules.

12.3: Breach of User Obligations: In case of any violation of the rules mentioned in Section [12.2], BMW reserves the right to impose following sanctions: warning; deletion of content; temporary deactivation of user account and

cancellation (irrevocable deactivation). The type of sanction shall depend on the purpose, impact, and type of the breach in light of BMW's and the user's interests.

BMW reserves the right to delete content created by users, such as photos or comments. In this event, the user shall be notified (such notice specifying the reason for the sanction) and, in the event of a breach of these T&C, may be sanctioned in accordance with Section [12.2].

A user who was sanctioned in accordance with the above may appeal the sanction via email to info@bmw.com.au specifying the reasons for the appeal. A person not involved in the initial decision to sanction the user will decide on the appeal within 14 days after receipt of the appeal.

12.4: Usage of User content: BMW shall have the right to save content or disclose such content to third parties, to the extent this is required by law, or legally permissible and reasonably necessary, in order to

- comply with statutory law, or court or administrative orders;
- ensure compliance with these T&C;
- react to claims of breaches of law raised by third parties

The user grants BMW all rights, licenses and permissions necessary to display, reproduce, disseminate, and otherwise use the user content in connection with the BMW Community. We may edit or remove uploaded content, or block or disable replies on a topic, at any time in our sole discretion. You also grant us the rights to re-use your content to market and promote BMW, such as on our website, in public or private presentations, press releases and interviews, or in connection with our sales and marketing and other publicity efforts. We will endeavor to work with you before re-using your content.

13. Communication with BMW

The app offers the user a Message Center, which provides you with a direct channel to BMW. BMW can use the Message Center to inform you when a specific service is required for your vehicle.

If you have separately agreed to promotional communication by email, you will also receive promotional communication in the Message Center of the app as part of your use of the app. You can change your settings for promotional communication at any time via the settings in the app, your My BMW account or via Customer Care, or you can revoke your consent completely.

14. Miscellaneous

14.1 Applicable Law and Jurisdiction: The sole place of jurisdiction for all claims resulting from the business relationship with businesspeople is Munich.

The same place of jurisdiction shall apply if the customer does not maintain a general place of jurisdiction in Germany, moves his/her domicile or place of residence from Germany after conclusion of the contract, or if his/her domicile or place of residence is not known at the time when action is brought.

German law, excluding UN sales law, shall apply to any disputes arising from or in connection with this contractual relationship. This choice of law shall apply only to the extent that the mandatory, applicable consumer protection regulations of the state in which the consumer usually resides at the time of placing the order are not removed.

14.2 Compliance: The owner of the App is based in Germany. BMW makes no representation that the App is appropriate or available for use in other locations. If you access the App from other locations, you are responsible for complying with local laws. By downloading the App, you warrant that you are not located in any country, or exporting such software to any person or place, to which Germany has embargoed goods.

14.3 Void Where Prohibited: Although this App and its content may be accessible worldwide, any product or service offered herein is void where prohibited by law. Accessing the App from territories where its contents are illegal or unlawful is prohibited.

14.4 Changes to these Terms and Conditions: The current version of these Terms and Conditions may be viewed in the settings of the app. BMW reserves the right to change these Terms and Conditions at any time. We will notify you of changes by publishing the amended Terms and Conditions on this page and alert you of changes when you open the App. BMW recommends that you review these Terms and Conditions regularly for any changes. Certain Terms and Conditions may be superseded by expressly designated legal notices or correspondence sent to you. Continued use of our App after notification of any change in the Terms and Conditions indicates your consent to such changes. The date on which this policy was last revised is located at the top of this page.

14.5 Severability: If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable, then to the extent that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted. The remaining Terms and Conditions shall survive, remain in full force and effect, and continue to be binding and enforceable. No waiver by BMW of breach of an obligation arising under these Terms and Conditions shall constitute a waiver of any other breach.

MyBMW App & MINI App Services and Features List

Date Revised: 16-November-2022; Version: Release 07/23

Please note: Each Service and its functions depend on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of Services may differ. Depending on our service structure, some available Services cannot be booked individually.

BRAND	SERVICE
BMW; MINI	Community Newsfeed to consume and interact brand- and User generated- content Upload own content
BMW; MINI	Contact Search
BMW; MINI	Dealer Services Chat Find a Service Center and Schedule an Appointment Personalized Service Video Recall Notification Roadside Assistance Service Check-In
BMW; MINI	My Account Account Creation and Login Add a Vehicle Analytics for Personalized Customer Experience Delete Your Connected Service Data Driving Statistics & Gamification Notifications and In-App Messages Permission Settings User Submitted Feedback Your data and the ConnectedDrive IT Systems
BMW; MINI	My Journey Intelligent Mobility Assistant My Destinations Navigating to My Destinations Search History The Map
BMW	Remote Control Parking

Community Feature

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Service Description

Community Feature is a Newsfeed in the MyBMW App to consume and interact brand- and user generated content or to upload your own content.

In Detail

The function Community Feature enables you to consume available content in a Newsfeed after accessing the Community via the Explore Tab. You can use different community features, such as upload own content, like and/or comment on content/comments of other users, search for specific content, participate in challenges, report users in case of inappropriate use or delete uploaded content.

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

Further Information

<u>Prerequisites:</u>	The function requires a connected vehicle in the MyBMW App and is available only to specific target groups (e.g. Driver of a specific vehicle or Member of a local loyalty program).
<u>How-to activate:</u>	The activation of the function Community Feature is automatized (based on fulfilment of Prerequisites).
<u>What data will be stored in the vehicle?</u>	No data will be stored in the vehicle.
<u>What type of data is processed at BMW touchpoints (MyBMW App)?</u>	Authentication/identification information and uploaded content by the user is processed.
<u>What data will be processed or stored in BMW IT systems?</u>	No personal data will be processed or stored. Regarding all services, we process your personal data according to the MyBMW App data privacy notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	Authentication data and data generated by the interaction with the feature will be stored at a 3rd party (for details of data handling please refer to the MyBMW App data protection notices).
<u>When will data processed be deleted?</u>	For details of data handling and deletion please refer to the MyBMW App data protection notices.
<u>Community Rules and user obligations</u>	Each user of the MyBMW Community: <ul style="list-style-type: none">• must only save, publish, transmit and distribute such content, e.g., photos, pictures, text, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to BMW that all required rights, licenses, permits etc. have been validly

	<p>obtained. This shall also apply to content subject to intellectual property rights, such as trade names and trademarks. The user shall be exclusively responsible for such content.</p> <ul style="list-style-type: none"> • must not publish or distribute any content or use a nickname that is defamatory, racist, insulting, discriminating, denouncing, sexual, glorifies violence or is otherwise offensive or illegal. • must not to send chain letters or messages to more than one recipient at any one time, i.e., the user must not send mass emails or spam. • must not carry out any disrupting interferences in the BMW network by use of technical or electronic aids, such as hacking attempts, brute force attacks, planting of viruses/worms/trojans and other disrupting attempts regarding BMW's software or hardware. • may provide prompt notice via email to fraudprotection@bmwgroup.com of any detected breaches of the aforementioned obligations or in case you see your initial posted content deleted while following above obligations. <p>In case of any violation of the aforementioned rules, BMW reserves the right to impose following sanctions: warning; adoption of content, deletion of content; temporary deactivation of user account and cancellation (irrevocable deactivation). The type of sanction shall depend on the purpose, impact, and type of the breach in light of BMW's and the user's interests.</p> <p>BMW reserves the right to delete content created or uploaded by users, such as e.g. photos or comments. In this event, the user shall be notified (such notice specifying the reason for the sanction) and, in the event of a breach of these T&C, may be sanctioned in accordance with the above.</p>
<p><u>How we may use your content</u></p>	<p>The user grants BMW a royalty-free, worldwide and irrevocable licence (including all rights, licenses and permissions necessary), including the right to sub-licence to its related bodies corporate, to display, reproduce, disseminate, and otherwise use the user content in connection with the BMW Community. We may edit or remove uploaded content, or block or disable replies on a topic, at any time in our reasonable discretion. You also grant us the rights to re-use your content to market and promote BMW, such as on our website, in public or private presentations, press releases and interviews, or in connection with our sales and marketing and other publicity efforts. We will endeavor to work with you before re-using your content, and provide attribution or authorship credit where appropriate or required by law.</p>

Contact Search

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Service Description

As a user of the My BMW App you can directly search for addresses of your contacts using the free-text search function. If you like, a selected contact's address can be shared with your vehicle in any easy and convenient way.

In Detail

Besides searching for addresses and points of interests free-text search also checks your contacts for relevant names or addresses. Matching results will be presented in the result list next to other search results. Information from your contacts is solely processed on-device to keep your contacts information safe and secure.

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

Further Information

<u>Prerequisites:</u>	Contacts stored on mobile device with valid address information.
<u>How-to activate:</u>	You need to allow the My BMW App to access your contacts on your phone.
<u>What data will be stored in the vehicle?</u>	No data will be stored in the vehicle by default. Only if customer decides to send a selected contact's address to the vehicle, the selected contact's address information will be synced with your vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	<p>The following information will be read for each contact stored in your phone: Name, nickname (if available), addresses (if available). Data is processed by My BMW App on device only. If you wish to send a selected contact's address to your vehicle, only the address without the name information will be sent. If search history is enabled in your account settings, the name and address information of a selected contact will also be stored up to 30 days in the BMW backend.</p> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	No data transfer to 3 rd -parties.
<u>When will data processed be deleted?</u>	<p>If user decides to send a selected contact's address to the vehicle, the address information will be stored for up to 30 days in BMW backend.</p> <p>If search history for app is enabled in user's account settings, the name and address information of a selected contact will be stored for up to 30 days. Information is only accessible by user.</p> <p>Otherwise, data will not be persisted and deleted immediately.</p>

Dealer Services

Date Revised: 16-August-2022; Version: Release 03/23

Service Description

DealerServices provide you with various functions: Find a Service Center and Schedule an Appointment, Personalized Service Video, Service Check-In, Service Payment, Service Status Tracking, Roadside Assistance, Dealer Chat and Recall Notification.

In Detail

Find a Service Center and Schedule an Appointment helps you to find a service center (authorized service centers only) and to schedule an appointment. The MyBMW App (App) will alert you when your vehicle needs to be serviced. To schedule an appointment, start by searching for a dealer by using various criteria or use your saved dealer preference. Thereafter, you can easily schedule an appointment for your vehicle from the dealer detail screen. The appointment can be booked directly via the App or by other channels (request form, linking out to the external Service Scheduling website of the respective service center, phone or over the counter). Appointments booked via other channels may also be displayed in the App and can be managed there.

The service details for vehicle maintenance may include pricing information or Service inclusive pricing information. The latter requires that you have an active service contract and a service due for vehicle maintenance. In case a service is covered by an active contract and the service due date is reached, the service pricing may be covered by the Service inclusive plan and marked as such. Please note that your BMW service-center will finally decide on the pricing

Personalized Service Video is a video created by your service center to show the status or result of your vehicle service or repair. Where enabled by the service center, you can additionally authorize specific work to be done. You can receive a push notification when a video has been created, you can access the video by opening the notification and viewing the video either in the App or via link to the external webpage. You can contact the service center from the message page directly via phone or email.

Service Check-In allows you to check in your vehicle at your service center remotely. You may receive a push notification before your planned service appointment with a request to check in online. From the App, you will be linked to the external webpage of the service provider of service check-in. You can review the appointment details, add additional comments for your service adviser and see offers from your service center that are relevant for your visit. You can contact the service center straight from the message page via phone or email. Furthermore, you will receive a push notification when your vehicle is ready to be picked up and receive a PIN code if your vehicle keys have been left in a self-service kiosk for pick up whenever is convenient for you.

Service Payment allows you to pay your service bill online. You may receive a push notification with your invoice and with the possibility to pay online. From the App, you will be linked to the external webpage of the 3rd party payment provider.

Service Status Tracking allows you to track the status of your vehicle service or repair with status provided by the dealer via a 3rd party tool (i.e. similar to package delivery services) and you will be notified when the vehicle is ready for collection.

Roadside Assistance helps you on the road. You can call Roadside Assistance directly from the App. You can choose to share your GPS location with BMW's external Roadside Assistance Partner directly from the App or describe your location to the Roadside Assistance Agent. Moreover, the App allows you to track the location of the tow truck or service technician on a map in real-time (in cases where you and the Roadside Assistant agent mutually agreed on

providing on-site assistance), combined with other useful information such as the expected time of arrival of the Roadside Assistance.

The Dealer Chat allows dealer and customer to engage in written two-way conversation. The purpose of the chat is to offer a direct channel of communication through to the workshop when questions or additional information arise from either side. The chat function is opened by the service advisor of the dealer when the vehicle arrives at the workshop. It is active for the duration of the service, and then closed 30 days after the service finishes.

The user receives a push notification when a chat message is received. Documents, videos, images, and sound files can all be transferred and remain in the chat until it is closed. The terms and conditions of the dealer must be agreed to upon entry into the chat.

The Recall Notification keeps you up to date with important safety information on your vehicle.

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations and availability of a third-party provider in a market, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

Further Information

<p><u>Prerequisites:</u></p>	<ul style="list-style-type: none"> • For Find a Service Center and Schedule an Appointment and Roadside Assistance, the location permission setting has to be enabled in the App settings menu. • For Personalized Service Video, Service Check-In, Service Payment and Service Status Tracking, Dealer Chat, notifications must be enabled to receive the push notification. The vehicle at the service center must be mapped to your ConnectedDrive account and the service center must have the service enabled. Please note, that this service is provided by the respective BMW/MINI service center through a 3rd party provider. The content is provided by the BMW/MINI dealer. BMW accepts no liability whatsoever in respect of any such content which is shared by third parties/and or any other users of this service. • For Recall Notification, notifications have to be enabled in the App settings menu.
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> • Find a Service Center and Schedule an Appointment, Personalized Service Video, Service Check-In, Service Payment, Service Status Tracking, Dealer Chat, Roadside Assistance and Recall Notifications don't require activation.
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • For Find a Service Center and Schedule an Appointment, Personalized Service Video, Service Check-In, Service Payment, Service Status Tracking, Dealer Chat, Roadside Assistance and Recall Notifications, no data will be stored in the vehicle.
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> • For Find a Service Center and Schedule an Appointment, location data, home/preferred dealer, appointment requests, service alerts, cancellations, vehicle and contact data will be processed or stored. • For Personalized Service Video, vehicle data, dealer data and service advisor data will be processed and stored. • For Service Check-In, vehicle data and dealer data will be processed and stored. • For Service Payment, vehicle data and dealer data and invoice data will be processed and stored. Since the payment itself is handled through a 3rd party provider outside of the App, we do not process or store any payment information. • For Service Status Tracking, vehicle data and dealer data will be processed and stored. • For Roadside Assistance, if permitted, the Vehicle Identification Number (VIN) and location data will be processed to share these data with the Roadside Assistance Partner.

	<ul style="list-style-type: none"> • For Dealer Chat, the following personal data that we receive from the 3rd party contracted by your service center through our API is processed: Chat contents including documents, and files in various formats including, but not limited to, video, photo, audio, PDF. • For Recall Notifications, vehicle data and identification data will be processed and stored. <p>Regarding all services, we process your personal data according to the MyBMW App data privacy notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> • For Find a Service Center and Schedule an Appointment, the appointment request data (vehicle data, contact data, mobility requested, and service being requested) may be sent directly as an encrypted message through our API or via email. The service center will contact you to confirm your appointment request via email. • For Personalized Service Video, the service center provides the video functionality via contracted 3rd parties. To send the video via the App, we let the 3rd party know that there is an account related to your VIN via an encrypted message through our API. We inform the dealer via the 3rd party if the embedded video shown was viewed, so that the service center can be sure the customer has received their message. Apart from that, we're only sending technical information to the service center. • Service Check-In is provided by the service center via contracted 3rd parties. They receive the information that you have an account in the App. Apart from that, we're only sending technical information to the service center. • Service Payment is provided by the service center via contracted 3rd parties. They receive the information that you have an account in the App. Apart from that, we're only sending technical information to the service center. • Service Status Tracking is provided by the service center via contracted 3rd parties. They receive the information that you have an account in the App. Apart from that, we're only sending technical information to the service center. • For Roadside Assistance, if permitted, the Vehicle Identification Number (VIN) and location data will be shared with the Roadside Assistance Partner. • For Dealer Chat, your service center provides the chat functionality via contracted 3rd parties. To open the chat function via app, we let the 3rd party know that there is an account related to your VIN via an encrypted message through our API. We inform the dealer via the 3rd party about the transmitted information so that the respective dealer can be sure that the customer has received its message and read the reply. The only information shared is technical information, such as a Thread ID (identifies all messages that belong to a single workshop visit) and a Message ID (identifies a single message from the service center). • For Recall Notifications, no data will be transferred.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • To reset your preferred dealer setting for Find a Service Center and Schedule an Appointment, select a different dealer or delete your saved preference from the MyBMW Portal. The primary user of the car can make changes to the preferred service partner. All other users can only view the preferred service partner. • The appointment data is deleted from BMW IT systems 30 days after the appointment took place. The appointment cancellation information is reviewed by the application team for product improvement purposes. It is retained in anonymous form for 6 months. • For Personalized Service Video, Service Check-In, Service Payment and Service Status Tracking, the data is retained until you delete it or if you stop using the service for more than 2 years. • For Roadside Assistance, data is retained for up to 10 days after the call.

	<ul style="list-style-type: none"> • For Dealer Chat, the exchanged content will be viewable by both the dealer and user for up to 30 days after the service appointment meaning until the chat is closed. Afterwards the data will be stored by the third-party provider for a period of up to 10 years, depending on the agreement between the dealer and third-party provider. • For Recall Notifications, the data is retained until you delete it or if you stop using the service for more than 2 years.
<u>Liability</u>	<p>Please note, the functions Personalized Service Video, Service Check-In, Service Payment, Service Status Tracking, Dealer Chat are provided by the respective service center or through a 3rd party provider. The content is provided by the service center and BMW AG or your national sales company are not liable or responsible for any content associated with the video sent, the service check-in, the service payment, the service status or chat.</p>

My Account

Date Revised: 16-November-2022; Version: Release 07/23

Service Description

The function My Account is the key to unlocking a world of Connected Services. Your account ties your vehicle, preferences, and data all to your profile allowing the service to become your personalized mobility assistant.

My Connected Account provide you with various functions: Account creation and Login, Add a Vehicle, Notifications and In-App Messages, User Submitted Feedback and Driving Statistics and Gamification.

In Detail

Via Account Creation and Login, you are able to personalize the service specifically to your preferences and travel patterns. If you need to, you can create your account in the MyBMW App ("App") or in the MyBMW Portal. You can edit your account information to make corrections at any time in the MyBMW Portal. When you log into the App for the first time you will be prompted to create a PIN and optionally enable Touch ID/Face ID (iOS devices only). Once you are logged into the service the App stays logged in until you manually logout. You can reset or disable your PIN and biometric setting in the profile settings in the App. If you want to use your profile in a new vehicle for the first time, you can use your smartphone to scan a QR code and your profile will be sent to the vehicle. Your information will be sent to the vehicle and the login will be done automatically. Using the App, you can set up a custom profile image to display in your vehicle.

The function Add a Vehicle enables you to use the remote services features of the Connected Service by adding your vehicle to your ConnectedDrive account. This can be done using the MyBMW Portal or in the App itself.

The function Notifications and In-App Messages enables you to display push notifications on the lock screen of your smartphone. Notice messages may include service operations, feature notices, vehicle status, service expirations or general application notices. Offer messages may include service renewals, discounts or general interest offers.

The function User Submitted Feedback enables you to share your ideas or issues regarding the Connected Service with our product team. You will also occasionally be prompted in the App to rate your experience and leave comments. All feedback opportunities are optional. If you enter personal information in the free-text comment box, this information will be transferred to the product team.

The function Driving Statistics and Gamification provides you with a personalized driving experience and helps you to increase driving efficiency. Therefore, vehicle driving data is collected and aggregated. This vehicle driving data is also used for driving recommendations and gamification elements that help you in driving more efficiently. You may change your permission for driving statistics, driving recommendations and the driving game at any time and/or delete all related driving data.

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none">For Account Creation and Login, Notifications and In-App Messages and User Submitted Feedback, no prerequisites are necessary.For Add a Vehicle, you must have an active ConnectedDrive subscription.
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	<ul style="list-style-type: none"> For Driving Statistics and Gamification, you have to agree to participate in Sustainability and Driving Statistics in the App, agree to Driving Statistics in the car, agree to participate in the Driving Efficiency Pleasure game and log-in at your car with your ConnectedDrive account while driving.
<u>How-to activate:</u>	<ul style="list-style-type: none"> For Account Creation and Login, Notifications and In-App Messages, User Submitted Feedback and Driving Statistics and Gamification, no activation is necessary. The function Notifications and In-App Messages can enable/disable the application notifications and offer messages by changing the notification permissions in the "Settings".
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> For Account Creation and Login, contact data, identification data, security information and provided images are processed and stored. For Add a Vehicle, vehicle and identification data will be processed and stored. For Notifications and In-App Messages, user opt-in, date/time and text displayed regarding offer messages will be processed and stored. For User Submitted Feedback, identification data, device information, vehicle data, general location, comments, and ratings will be processed and stored (in connection with your feedback). For Driving Statistics and Gamification, usage information such as identification data, vehicle data, general location, and digital rewards and/or efficiency score will be processed and stored. <p>Regarding all services, we process your personal data according to the MyBMW App data privacy notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> For Account Creation and Login, your BMW login is shared across BMW Group legal entities. For Add a Vehicle, User Submitted Feedback and Driving Statistics and Gamification, no data will be transferred to 3rd parties. For Notifications and In-App Messages, anonymized user ID, phone information, app version, language preference and time zone will be transferred.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> For Account Creation and Login, your account data is retained as long as you continue to use the Connected Service. If you stop using the service for 5 years, the service is unlinked from your BMW ID and all application data is deleted. Your account is not deleted since you may still use it with other BMW services. Your account can be deleted by contacting us with a request for erasure. Your profile image is retained until you change it or delete your Connected account. For Add a Vehicle, your profile data can be deleted by deleting all your Connected Service data. Deleting your profile removes the reference to your vehicle from the Connected Service. However, it does not delete your vehicle from the ConnectedDrive account. To delete it from your ConnectedDrive account you must delete it on the MyBMW Portal. For Notifications and In-App Messages, user feedback is retained for 24 months. For Driving Statistics and Gamification, we keep the aggregated data for 24 months. Underlying detail vehicle movement data is deleted after 6 months. Data will be kept if you unmap the vehicle or opt-out of the feature in case you need to see the data at a later stage. But process of data collection will be terminated in case you unmap your car or opt-out.

My Journey

Date Revised: 16-November-2022; Version: Release 07/23

Service Description

Mobility is all about getting where you want to go on time. The feature My Journey makes finding and navigating to your destinations effortless. My Journey provides you with various functions: My Destinations, Navigating to My Destinations, Search History and The Map.

In Detail

The function My Destinations enables you to find and add destinations to the Connected service. You can then view the details of a destination, such as the exact address, its distance from your current location, your estimated travel time and a preview of the best route to take based on current traffic conditions. You can browse nearby destinations by category or search manually.

Personal POIs and Online Search makes it easy to find the address and load it into the navigation system. When you enter a destination in the vehicle navigation system, you can flag it as a favorite. If your phone is connected to the vehicle via Bluetooth, the search will also search phone contacts for matches if the contacts are enabled in the MyBMW App or vehicle. A contact address is only copied to the system if you select it to load the address into the navigation system. After you have searched for your POI, the parking situation will be displayed, and you can search for parking nearby.

If your vehicle is electric, the MyBMW App will also inform you if that destination is out of the range for your vehicle's current charge level. This is an estimate based on the current level of charge and estimated distance to the location for the predicted route. The actual range may vary depending upon a variety of factors, including personal driving behavior, selected route, weather conditions, usage of heating/cooling and preconditioning.

Via Navigation to My Destinations, you can send the destination from the MyBMW App to your vehicle's navigation system over the air – no USB or Bluetooth required.

Search History enables you to recall and display your destinations that you have searched for within the last 30 days. Regardless of which device you have used to search for a destination within your account, the MyBMW App will recognize the keywords or destinations and spare you from having to re-enter the information.

The Map displays your destination and search results on a map, along with your current location. Walking routes can be calculated and displayed. Maps are provided by "HERE".

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none">For My Destinations, destination features, such as calculating your travel time, require the location permission setting must be enabled. For importing destinations, the calendar permission setting must be enabled too.For Navigation to My Destinations and The Map, no prerequisites are necessary.For Search History, you must add the vehicle to the MyBMW App and enable location services.
<u>How-to activate:</u>	<ul style="list-style-type: none">For My Destinations, Navigation to My Destinations, Search History and The Map, no activation is necessary.

<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • For My Destinations and Search History, no data will be stored in the vehicle. • For Navigation to My Destinations, the destination will be sent to the vehicle you have selected in the MyBMW App. The data is sent over secure communications channels (SSL) via a BMW IT system (including vehicle and location data). • For The Map, no data will be stored.
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> • For My Destinations, destination data will be processed and stored. • For Navigation to My Destinations, location data will be processed and stored. • For Search History, search results, location and contact data will be processed and stored. • For The Map, no data will be processed or stored. <p>Regarding all services, we process your personal data according to the MyBMW App data privacy notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> • For My Destinations, your search request (incl. current geolocation) is sent to the service map provider to find and display your search results. If you have allowed the MyBMW App to use your location, the Connected service also sends your current location to the map provider so that the search results are optimized to include destinations near your current position. • For Navigation to My Destinations and Search History, no personal data will be transferred to 3rd parties. • For The Map, your current location is sent to the map provider to request the map image displayed in the MyBMW App. No personally identifiable information is included with your location. <p><u>HERE Maps</u> HERE Europe B.V. is providing the map and online content for the iOS and Android versions of the MyBMW App. To provide online map content, your location is directly transferred to HERE. All data processing by HERE is conducted in an anonymous manner in accordance with HERE's Privacy Policy (https://legal.here.com/privacy/policy)</p> <p><u>Share Location from Google Maps</u> Google's Maps API is used to process POI content for handover to the app. All data processing is conducted in accordance with Google's Privacy Policy (http://www.google.com/policies/privacy)</p> <p><u>Sharing Location from Apple Maps</u> Apple's Maps API is used to process POI content for handover to the app. All data processing is conducted in accordance with Apple's Privacy Policy (https://www.apple.com/privacy).</p>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For My Destinations, destinations are saved until you choose to delete them. If you stop using the service for 5 years, your profile and all remaining data will be deleted. This includes all destinations still stored by the service. • For Navigation to My Destinations, previous destination entries are replaced automatically by new entries once 30 entries have been made. Depending on the vehicles operating system, data can also be deleted manually via the vehicle menu or the App. • For Search History, data is retained for 30 days. You can delete destinations individually, or you can choose to "Delete All Application Data" which will delete all saved destinations as well as other personal data stored in the App. If you stop using the service for 5 years, your profile and all remaining data will be deleted. This includes all destinations still stored by the service.

BMW Remote Control Parking

Date Revised: 16-November-2022; Version: Release 07/23

Service Description

With Remote Control Parking, the vehicle can be parked or maneuvered remotely via the MyBMW App when, for example, the parking slot is too narrow. Therefore, Remote Control Parking enables a convenient entry and exit in the vehicle, while providing a highly automated remote parking experience.

In Detail

Customers receive a coherently presented and usefully prioritized offer for parking support at any time. The maneuvers can be carried out remotely via Remote Control Parking (using the MyBMW App – currently supporting only iOS) or locally (sitting in the vehicle) in a simplified process. At any point during the maneuver, the operating parking mode can be switched, for example, from locally (sitting in the vehicle) to remotely (Remote Control Parking in MyBMW App) in the way that is most beneficial to the driver. Only one of these two modes (remotely or locally) can be performed at the same time.

Please note that each Service and its functions depends on availability and local legal restrictions and permissions. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

Please consider the road rules that are effective in the place of the vehicle's use to ensure that remote vehicle control is permitted.

As at the date of release, Remote Control Parking should not be used in Western Australia.

Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none">• Digital Key Plus - part of option Comfort Access (322)• Option Parking Assistant Professional (5DW), which can be purchased ex-factory or via the BMW Store (in case your vehicle has Parking Assistance Plus 5DN).
<u>How-to activate:</u>	<ul style="list-style-type: none">• Remote Control Parking can be used once the Digital Key Plus is activated.• Registration in the MyBMW Portal, as well as acceptance of the terms and conditions of the MyBMW App, is necessary. In addition, the vehicle must be mapped to the user account.• To control the vehicle remotely via Remote Control Parking, the mapped user performing the parking maneuver must remain within 6 meters of the vehicle. The maneuver will stop, when the mentioned distance is overreached.• To confirm the attention of the user performing the maneuver, a tap and hold by the user in the MyBMW App is necessary, as long as the parking maneuver is being performed.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">• Routes of the Maneuver Assistant (part of the Parking Assistant Professional): name (default or given by user), geo-location (GPS coordinates of the starting point), information to the route itself as well as image features, date and time of the recording.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none">• Analytic data regarding the general usage of the Maneuver Assistant, such as, number of recordings and replays of parking maneuvers, average vehicle speed while recording a maneuver, operation mode (backward, forwards), number of strokes per maneuver, number of aborts after activations as well as number of success, number of replays using Remote Control Parking, number of transitions

	<p>(from car to remote operation via MyBMW App and vice versa), number of times a recorded maneuver was deleted, number of times the name of a recorded maneuver was edited, and the number of times the maximum limit of recordings was reached.</p> <ul style="list-style-type: none"> • These analytic data is transferred only when the privacy menu entry "product development" is checked by the user. <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> • Analytics data regarding the usage of the Maneuver Assistance can be transferred to external partners assisting with its analysis. The data is non-personalized so that external partners are unable to re-identify a BMW customer.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • Analytics data regarding the general use of the Maneuver Assistant is stored in non-personalized form only and will be deleted.