

Terms of Use

My BMW App

Date of last revision: July 1, 2023

Introduction

Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, registered office and registry court: Munich HRB 42243 (together with affiliated companies: "BMW"), provides users with an application for mobile devices with various functions ("App") under the name "My BMW App" in accordance with these terms of use ("Terms of Use").

If you have any questions, concerns, or claims related to the App, please contact BMW as follows:

Phone: +49 89 1250 16000 (Monday – Saturday, 8 a.m. to 6 p.m.)

Email: BMW-CONNECTEDDRIVE@BMW.DE

1. Contract formation and user account creation

1.1 The user must accept these Terms of Use and be 18 years of age or older to use the App.

1.2 To use the App, the user must log in with their BMW ID. If the user does not have a BMW ID yet, the App redirects the user to the corresponding registration page.

2. Subject matter of the contract

2.1 BMW grants the user the right to use the App including the functions provided to the respective user in accordance with the section "Granting of rights" within the scope and duration of these Terms of Use. These Terms of Use do not entitle the user to use each function of the App. BMW provides a description of the App functions in the corresponding service description.

Certain App functions require that the user enters into an additional contract with BMW and/or third parties. The rights and obligations for such functions are governed by the respective additional contract.

Some functions of the App can only be used with a suitable vehicle. To do so, the user must link such vehicle with their BMW ID ("Mapping"). The BMW ID can be created on the App or My BMW Portal. The corresponding vehicle will only appear on the App after its Mapping with the respective BMW ID.

The App accesses BMW ConnectedDrive services ("Services") which the user receives on the basis of a BMW ConnectedDrive contract. A BMW ConnectedDrive contract is entered into separately and forms the basis for the user to have access to vehicle-related information, services, and additional functions. BMW uses the information required to provide the user with the corresponding functions of the App.

2.2 If the App permits the use of fee-based services and/or functions, remuneration shall be provided through a separate contract entered into for this purpose (e.g., a contract for the use of a fee-based BMW ConnectedDrive service).

2.3 Some services and functions of the App are provided via an online data connection. These services and functions depend on the functionality and operation of the user's data access ("User Data Access"). Some services and functions require a permanent online data connection, whereas others only need a temporary data connection (e.g., to send data).

Services and functions of the App may therefore be restricted, in whole or in part, depending on the availability of mobile network coverage or internet access. Services and functions of the App may also be affected by obstructions and/or environmental influences, in particular atmospheric conditions, topographical features, and barriers such as bridges and buildings. This means, for example, that GPS-based arrival times are only estimates.

Provision of the App and related services and functions may be disrupted as a result of force majeure, which includes strikes, lockouts, and orders by authorities.

In addition, disruptions may occur due to technical or other measures. Disruptions due to technical measures may also result from short-term capacity bottlenecks caused by peak loads, or from disruptions associated

with third-party telecommunications systems. BMW will make reasonable efforts to rectify such disruptions without undue delay or work toward their rectification. Other measures may include action taken on systems, which are administered by BMW, the suppliers of additional data (e.g., traffic data), or the network operator, when these measures are necessary to properly operate or improve the services and functions (e.g., maintenance, repair, system-related software updates, upgrades).

- 2.4 The user is responsible for setting up and maintaining their User Data Access. The user shall bear any fees associated with their User Data Access.

3. Granting of rights

- 3.1 Upon registration and acceptance of these Terms of Use in accordance with section "Contract formation and user account creation", BMW grants the user a non-exclusive, non-sublicensable, non-transferable right, which is limited in terms of time, location, and content, to download, install, and use the App, including content obtainable through the App, for private, non-commercial purposes, pursuant to these Terms of Use.

3.2 The grant of such rights is limited to the duration of these Terms of Use.

- 3.3 The grant of such rights is further limited to countries and regions that are not under embargo by the Federal Republic of Germany, the European Union, or the United States of America (U.S.A.).

The user is not permitted to modify, adapt, or translate the App, to create derivative works from the App, to decompile, reverse-engineer, or disassemble the App, or to otherwise attempt to derive the source code of the App. Without the express permission of BMW, the user is prohibited from altering, copying, reproducing, publishing, uploading, posting, transferring, renting out, selling, licensing, or otherwise making available, in whole or in part, any content accessible through the App. All legal powers under applicable law remain unaffected.

Any existing rights to the user's own content remain unaffected. The section on user-generated content applies to the user's own content.

- 3.4 The granting of usage rights is conditional on compliance with these Terms of Use. If the user violates these Terms of Use, the user shall forfeit their right to use the App and provided content.

- 3.5 If the user posts their own content on the App ("User-generated Content"), the user hereby grants BMW the right to store this content and to make it available to third parties, provided that this is required by law or legally permissible and reasonably necessary to

- a) comply with legal, judicial, or official directives;
- b) ensure compliance with these Terms of Use;
- c) respond to claims of wrongdoing brought by third parties.

The user hereby grants BMW all rights, licenses, and permissions necessary to display, reproduce, distribute, and otherwise use the user's content within the App. BMW is authorized to modify or remove uploaded content, at any time and at its sole discretion, or to block or disable responses to a specific topic. BMW hereby accepts these rights as granted.

4. General obligations and responsibilities of the user

- 4.1 Compliance with these Terms of Use and applicable laws

The user is obligated to use the App only in a lawful manner and in accordance with these Terms of Use and applicable law. The user is not permitted to transfer, disclose, license, or sell the App to third parties, nor to exploit the App otherwise commercially, whether for payment or free of charge.

- 4.2 Code of Conduct and Communication Guidelines

The user hereby undertakes not to publish or distribute any content on the App that

- a) violates applicable law or offends common decency;
- b) violates any trademarks, patents, copyrights, or other intellectual property rights, in particular personal rights, as well as trade secrets or other rights of third parties;
- c) is obscene, racist, or pornographic, glorifies violence, or jeopardizes or otherwise endangers/impairs the development of children and adolescents;
- d) is of an insulting, harassing, defamatory, or otherwise personally injurious character;

- e) is not desired by other business operators, and is sent repeatedly without the consent, or despite the objection, of the recipient ("Spam");
- f) serves the purpose of processing the personal data of users without their express consent, in particular for business purposes;
- g) chain letters, surveys, or snowball systems and other business models;
- h) involves the personal data of third parties without such processing being permitted; and/or
- i) has the character of disguised advertising.

4.3 Reporting possible error(s) on the App

The user can report errors of and/or involving the App to BMW. Reporting errors helps BMW improve the App and related function(s). An error report should contain an explanation of the specific error, in particular the circumstances under which the error occurred, a description of the associated indications and effects, and information on action(s) taken by the user before the error occurred.

4.4 Use of the App during a drive

When using the App during a drive, the user is responsible for doing so only in compliance with applicable road traffic regulations.

5. Violation of the Terms of Use

5.1 BMW may, at its reasonable discretion, take one or more of the following actions if BMW has actual evidence that the user has violated these Terms of Use, unless the user is not responsible for this violation:

- a) modify or delete content,
- b) warn a user,
- c) temporarily block a user, and/or
- d) exclude service to a user with effect for the future.

5.2 If use of the App is restricted in accordance with these provisions, the affected user can object to such a restriction. To do so, the user can send an email to info@bmw.com.au stating the reason(s) why they object to this restriction. A person who was not involved in the original decision to restrict the user will review the specific case.

5.3 All other rights and obligations remain unaffected, in particular the provision on the condition for granting usage rights on the part of BMW.

6. Warranties for the App

6.1 BMW hereby warrants that the App is in compliance with the contract.

6.2 BMW does not give any independent promise of guarantee.

6.3 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- a) to cancel your service contract with us; and
- b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

7. Liability

7.1 Liability of BMW

In accordance with applicable law, BMW is liable without limitation in the event of intent or gross negligence, for injury to life, limb, or health, pursuant to the requirements of the German Product Liability Act (ProdHaftG) and to the extent of any guarantee expressly given by BMW.

7.2 Exclusion of liability

- a) BMW, as well as its legal representatives, vicarious agents, and employees, are hereby excluded from liability for damage caused by slight negligence. This does not apply within the scope of liability pursuant to the section "Liability of BMW".
- b) This does further not apply to any breach of essential contractual obligations. Essential obligations are: (i) obligations whose violation jeopardizes fulfillment of the contractual purpose, or (ii) obligations that enable proper performance of the contract in the first place and on whose compliance the other party may regularly rely. In this case, however, BMW's liability shall be limited to the damage which is foreseeable upon acceptance of the Terms of Use and which is typical for the contract.
- c) BMW's liability in connection with the supply of service in the form of or facilitated by the App is limited to resupplying the relevant services, or paying the costs of resupplying the relevant services.
- d) Neither BMW nor the user shall be liable in connection with these Terms of Use for any indirect, consequential, punitive or special loss or damage, or any loss of data or loss or damage which is not reasonably foreseeable by the parties.

8. Modifying, updating, and configuring the App on the part of BMW

- 8.1 BMW is entitled to modify, update, and/or discontinue the scope of services and functions provided on the App ("Change"), provided that this Change is reasonable for the user with regard to the overall scope of the agreed usage right and that there is a valid reason (e.g., necessary to eliminate subsequent disruptions of the contractual equilibrium, to adapt to changes in the legal situation, to adapt digital content or digital services to a new technical environment, or for other important operational reasons or technical requirements on the part of BMW). BMW will inform the user of the Change, either in writing or through an electronic communication channel.
- 8.2 The provisions of these Terms of Use also apply to changes to the App, such as patches, updates, upgrades, or other modifications.

9. Non-essential components of Terms of Use subject to changes

- 9.1 BMW hereby reserves the right to make changes to non-essential components of the App's Terms of Use.
- 9.2 BMW may publish such changes at least six (6) weeks before the intended date of their entry into force. If the user has provided BMW with an electronic communication channel (e.g., on the BMW ConnectedDrive customer portal "My BMW Portal"), BMW may send information on such changes also through this communication channel. These changes shall then become part of the contract if the user does not expressly object towards BMW before the intended date on which the changes are to enter into force. BMW shall explicitly make the user aware of the consequences of failing to object in its proposal to change the Terms of Use.
- 9.3 BMW reserves the right to also make changes through different processes.

10. Contract termination

- 10.1 Either party may terminate these Terms of Use without liability to the other party by giving two (2) weeks' written notice. The user can, e.g., submit a termination notice by sending an email to the email address provided in the introduction. The user may also terminate these Terms of Use at any time by deleting their respective user account. If BMW terminates these Terms of Use ordinarily and the user makes use of fee-based functions on the App and/or through the App, the respective user will receive compensation in accordance with the relevant contract entered into separately (e.g., according to the contract for using a fee-based BMW ConnectedDrive service).
- 10.2 The aforementioned right to terminate these Terms of Use or to stop using the App does not affect provisions on the duration and termination of any service purchased separately (e.g., a BMW ConnectedDrive service).
- 10.3 Either party may terminate these Terms of Use with immediate effect if the other party breaches these Terms of Use.

11. Online dispute resolution, invalidity of specific clauses, and applicable law

11.1 Online dispute resolution

The European Commission's online dispute resolution platform is available at <http://ec.europa.eu/odr>. BMW is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

11.2 Invalidity of individual clauses

Should individual provisions of these Terms of Use be or become invalid or void, this shall not affect the validity of the remaining provisions.

11.3 Applicable law for consumers within the European Union

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the user is a consumer whose habitual residence is in another country of the European Union at the time the contract is entered into, the mandatory legal requirements of that country shall remain in effect regardless of the choice of law in the previous sentence.

12. Additional terms and conditions for sale of the App on the Apple App Store

Depending on the platform, the following additional terms and conditions may apply:

12.1 These Terms of Use are agreed exclusively between the user and BMW, not with Apple. Apple accepts no responsibility for the App, however, Apple is entitled to take legal action against the user if the Terms of Use are violated.

12.2 The right granted by BMW to the user is limited to the use of this App on iOS products that belong to or are operated by the user, and to the scope permitted by the terms and conditions of the Apple App Store.

12.3 Apple is in no way obligated to provide maintenance and support services in relation to this App.

12.4 Apple assumes no responsibility for the examination, defense, settlement, or fulfillment of claims arising from the infringement of third-party intellectual property rights.

12.5 Apple is not obliged to respond to claims from the user or a third party which are related to the App or to their own property and/or use of the App. This applies, among other things, to the following claims: (a) product liability claims; (b) claims arising from the assertion that the App violates applicable legal or regulatory requirements, and (c) claims arising from consumer protection law or similar.

12.6 If the App does not fulfill an applicable warranty, the user is entitled to notify Apple so that Apple can reimburse the user for the purchase price of the App, if applicable. To the extent permitted by law, Apple does not provide any other warranty concerning the App.

12.7 Apple and its subsidiaries are third-party beneficiaries of the Privacy Policy and these Terms of Use, therefore entitling them (and this right is deemed accepted) to enforce these Terms of Use against the user following acceptance of the user contract.

13. Country-specific requirements

Additional and/or deviating terms and conditions may apply to users who are habitually resident in a country outside the European Union at the time the respective contract is entered into. These additional and/or deviating terms and conditions will be entered into with the user in addition to these Terms of Use.

14. Right of cancellation

14.1 Cancellation policy

You have the right to cancel this contract within fourteen days without having to provide justification.

The cancellation period ends fourteen days following the date on which the contract is concluded.

To exercise your right of cancellation, you must provide us, BMW, with a statement (e.g., letter sent by mail or email) that clearly indicates your decision to cancel this contract.

You can use the sample cancellation form provided below to do so, but this is not required.

With regard to the cancellation period, you must notify us that you are exercising your right of cancellation before the cancellation period lapses.

14.2 Consequences of cancellation

If you cancel this contract, we shall reimburse you for any payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery type other than

the least expensive standard delivery offered by us), without undue delay, and by no later than fourteen days from the date on which we received notification that you are canceling this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged fees for this repayment. If you have requested that services should begin during the cancellation period, you must pay us a reasonable amount that corresponds to the proportion of services already provided, in comparison with the total scope of services given in the contract, by the date on which you notify us that you are exercising your right of cancellation for this contract.

14.3 Sample cancellation form

(If you wish to cancel your contract, please complete this form and send it back to us.)

To:

Bayerische Motoren Werke Aktiengesellschaft
BMW ConnectedDrive Customer Service
80788 Munich, Germany
Email: BMW-CONNECTEDDRIVE@BMW.DE
Phone: +49 89 1250 16000

I/we (*) hereby cancel the contract concluded by me/us (*) for use of the My BMW App (*)

- Contract signed on (*) / downloaded on (*)
- Name of consumer(s)
- Address of consumer(s)
- Date

(*) Omit where applicable

End of the cancellation policy

My BMW 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	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

Contact Search

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

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>	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.
<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>	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. 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. Otherwise, data will not be persisted and deleted immediately.

Dealer Services

Date Revised: 06-March-2024; Version: Release 07/24

Service Description

Dealer Services 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 My BMW App (App) will alert you when your vehicle needs to be serviced. 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 BMW Service Inclusive pricing information. BMW Service Inclusive is subject to the terms and conditions that were in force at the time that you entered into your BMW Service Inclusive contract (which may have been the time of purchase of your vehicle). 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 BMW Service inclusive plan and charged in accordance with the terms and conditions and inclusions of your contract.

Your BMW Service Inclusive coverage is determined as of the day of service, and applied accordingly.

Depending on the vehicle demand and/or the vehicle type, you might also see preferred appointment slots while requesting an appointment. Priority flagging, e.g., for urgent demands such as technical campaigns or outstanding recall remediation, can be amended by BMW at any time without prior notice. The app will only reflect such schedules should the preconditions for such appointments have been met and that the chosen BMW service center offers it.

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 earliest with creation of the appointment or 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 BMW Service and its functions depends on availability in the location of the vehicle. Depending on the car model and its technical capacities as well as market regulations, the availability and details of a BMW Service may differ. Where a BMW Service enables access to services of third parties, such third party services are subject to the terms and conditions of the relevant third party.

Further Information

<u>Prerequisites:</u>	<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.
<u>How-to activate:</u>	<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.
<u>What data will be stored in the vehicle?</u>	<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.
<u>What data will be processed or stored in BMW IT systems?</u>	<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 and 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.

	<ul style="list-style-type: none"> • 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. <p>For Dealer Chat, the following personal data that we receive from the 3rd party contracted by your service center or from you through our API is processed and stored: Chat contents including documents, and files in various formats including, but not limited to, video, photo, audio, PDF.</p> <ul style="list-style-type: none"> • For Recall Notifications, vehicle data and identification data will be processed and stored.
<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. In addition, we are sending your response to the proposed work activities. 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. <p>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 your response, the consent and 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).</p> <ul style="list-style-type: none"> • 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 My BMW 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 a period of up to 10 years. • For Roadside Assistance, data is retained by BMW for up to 10 days after the call. Data may be retained by BMW's third party provider for longer periods depending on the services provided.

	<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. Recall information regarding your vehicle is available at all times by using the tool available at www.recall.bmw.com.au.
<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. BMW AG, or BMW Australia Ltd. 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: 22-October-2023; Version: Release 03/24

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 My BMW App ("App") or in the My BMW Portal. You can edit your account information to make corrections at any time in the My BMW 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. Once you are logged into the service the App stays logged in until you manually logout. 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 My BMW 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. Any marketing offers will be in line with your nominated marketing preferences.

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, Gamification and Electric Readiness Evaluation provides you with a personalized driving experience and helps you to increase driving efficiency. Accordingly, 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, as well as electric readiness evaluation with certain car models based on a calculated readiness score. Based on the driving statistics, the electric readiness evaluation gives you a recommendation, whether you are ready for an electric vehicle. You may change your permission for driving statistics, driving recommendations, readiness score 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 and legal restrictions that apply in the vehicle's location of use. 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

<p><u>Prerequisites:</u></p>	<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 Driving Statistics, Gamification and Electric Readiness evaluation, 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.
<p><u>How-to activate:</u></p>	<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".
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<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><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> • For Account Creation and Login, Add a Vehicle, User Submitted Feedback, Driving Statistics, Gamification and Electric Readiness Evaluation, no data will be transferred to 3rd Parties.
<p><u>When will data processed be deleted?</u></p>	<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 My BMW 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: 13-October-2023; Version: Release 03/24

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 Points of Interest (POI) 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 My BMW 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 My BMW 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 My BMW App to your vehicle's navigation system over the air – no USB or Bluetooth required.

Search History enables you to recall and display search terms and destinations that you have searched for during the last 12 months. Regardless of which device you have used to search for a destination within your account, the My BMW 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. Map content is 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, the function needs to be enabled in your profile Map settings.
<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 My BMW 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><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 My BMW 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 My BMW App. No personally identifiable information is included with your location. <p><u>Map Content</u> HERE Europe B.V. is providing the map and online content for the iOS and Android versions of the My BMW App. The map and online content will be processed and streamed through a Mobile Maps SDK from Mapbox Inc. To provide online map content, your location is directly transferred to Mapbox. All data processing by Mapbox is conducted in an anonymous manner in accordance with Mapbox' Privacy Policy (https://www.mapbox.com/legal/privacy).</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. • 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 12 months. You can delete entries either individually or completely in your App-settings.

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.
<u>What data will be transferred to 3rd parties?</u>	<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.
<u>When will data processed be deleted?</u>	<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.