

Terms & Conditions

BMW ConnectedDrive

1. BMW Digital Services and BMW ConnectedDrive contract
- 1.1 Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, registered office and registration court:

Munich HRB 42243 (hereinafter referred to as "BMW") provides the customer with vehicle-related information and auxiliary services (hereinafter referred to as "Services") provides the customer with vehicle related information, auxiliary services, and Functions on Demand according to section 3.1 (hereinafter altogether referred to as "Services") under the name "BMW ConnectedDrive" in accordance with these General Terms and Conditions of Business and Use.

- 1.2 The current version of these Terms and Conditions of Business and Use can be viewed, saved and printed out at any time at <https://www.bmw.com/en-au/offers-and-services/bmw-connected-drive/legal-information.html>. Any amendments to these Terms and Conditions of Business and Use shall be published at least six weeks before their intended date of entry into force and, where BMW is able to contact the customer, shall be notified to the customer. If the customer has agreed an electronic communication channel with BMW (e.g. via the "My BMW Portal" BMW ConnectedDrive customer portal), the changes can also be communicated in this way. They become part of the contract if the customer does not object before the intended date of entry into force of the changes.
- 1.3 In order for services to be made available to the customer, the conclusion of a BMW ConnectedDrive contract between the customer and BMW is required. The BMW ConnectedDrive contract constitutes the framework agreement between BMW and the customer and, on its own and without the booking of individual services, does not at any time create any obligation on the part of the customer to accept or pay. However, the customer has access to the BMW Digital basic services as set out in the service description (section 3.1) on the basis of this framework agreement. Additional BMW Digital services under the BMW ConnectedDrive contract can be booked (depending on the selected vehicle equipment) when you purchase the vehicle or subsequently via the BMW Shop.
- 1.4 If the customer orders a new BMW vehicle from his or her seller (BMW authorised dealer or BMW subsidiary) that has the standard or optional equipment required for a specific service, he or she shall instruct BMW to conclude a BMW ConnectedDrive contract for the use of this service at the same time.
 - a) If the respective service is part of the standard equipment of the new BMW vehicle, the BMW ConnectedDrive contract between the customer and BMW comes into effect at the same time as the purchase contract for the new BMW vehicle between the customer and the seller.
 - b) If the service in question is exclusively part of the optional equipment of the new BMW vehicle, the customer is only bound by his or her application to conclude the BMW ConnectedDrive contract from the point in time at which the customer can no longer deselect the optional equipment ordered for the new BMW vehicle. The BMW ConnectedDrive contract between the customer and BMW comes into effect when the service is activated by BMW upon first registration of the new BMW vehicle.

The customer waives the right to receive a separate declaration of acceptance in all the above-mentioned cases.

1.5 If the customer decides not to use the BMW Digital services and, at the request of the customer, the SIM card installed in the vehicle is deactivated before the new vehicle is handed over, this is recognised as a withdrawal from the ConnectedDrive contract concluded in accordance with section 1.4.

2. My BMW Portal and BMW Shop

2.1 At the internet address <https://www.bmw.com.au>, BMW provides the customer with the My BMW Portal and the "BMW Shop" among other things in accordance with these Terms & Conditions. The use of "My BMW Portal" and the "BMW Shop" is free of charge for the customer.

2.2 The use of "My BMW Portal" and the "BMW Shop" requires the creation of a user account by the customer and a login with username and password. Customers can not only use the BMW ID (account) created in this way for the "My BMW Portal" and the "BMW Shop", but also for other BMW services, such as for different apps and customization of the vehicle, depending on the respective service.

2.3 Via "My BMW Portal", the customer can view the status of the services activated for his or her vehicle and manage them. For this purpose, it is necessary to link the customer's BMW ID (user account) to the vehicle for which the customer has booked the services and via which the services are to be used. For this link, the customer must transmit the vehicle identification number of the vehicle and individually selectable identification features to BMW via "My BMW Portal".

2.4 The purchase of paid or free services in the "BMW Shop" requires the conclusion of a BMW ConnectedDrive contract (in accordance with sections 1.3 and 1.4), registration of the customer in "My BMW Portal", a link between his or her vehicle and their BMW ID (user account), and the provision of address and payment data.

3. Description, duration and availability of the services

3.1 The scope of the individual services, the terms and availability are described in detail during the booking process and at <http://www.bmw-connecteddrive.com.au> "BMW Digital Services - Information/Data Protection" (hereinafter "Service Description"). The costs of the services are specified by BMW individually or for several services together during the booking process.

A Function on Demand provides the customer with a code to activate the respective functionality only. The operation of such functionality requires the correct operation of certain hardware and software in the vehicle, which is not subject of Function on Demand.

3.2 Depending on the vehicle generation, it may be necessary to log in to the vehicle with the BMW ID for the full range of functions of certain services; details on this have been specified in the respective service descriptions.

3.3 The term of the BMW ConnectedDrive contract in accordance with Number 1.3 is unlimited. The duration of other services booked in addition to the basic services is determined by the respective service description. In the case of a limited chargeable service in general, the term of the service is a maximum of two years and is tacitly renewed by a maximum of one further year, unless the customer terminates the service with a notice period of six weeks to the end of the agreed term.

3.4 The services are provided via a SIM card installed in the vehicle. The services are therefore partly spatially limited to the reception and transmission range of the radio stations operated by the respective network operator and can also be affected in particular by atmospheric conditions, topographical features, the position

of the vehicle and obstacles (e.g. bridges and buildings). In addition, the provision of the services requires the functionality and operational readiness of the mobile network required for the installed SIM card.

The activation of a Function on Demand requires an online data connection for the transmission of the activation code only.

- 3.5 Disruptions to the services may result from force majeure including strikes, lock-outs and official orders, as well as from technical and other measures that are necessary, for example, at the facilities of BMW, the suppliers of traffic data or the network operators for the proper operation or improvement of the services (e.g. maintenance, repair, system-related software updates, extensions). Service disruptions may also result from short-term capacity bottlenecks due to peak loads on the services or from disruptions in the area of third-party telecommunications systems. BMW shall make all reasonable efforts to immediately remedy such faults and any faults caused by malfunctions of the operating software of the relevant service stored in the customer's vehicle (so-called bugs) or to work towards their elimination. In order to rectify faults in a service, BMW is entitled to make adjustments (e.g. configuration adjustments to the software) by remote access to the vehicle software (hereinafter referred to as "remote action"), provided that all of the following conditions are met:
- a) The fault to be rectified has no effect on the operational safety of the customer's vehicle;
 - b) It is to be expected that the remote measure will permanently remedy the malfunction for the customer's vehicle;
 - c) The changes made by the remote action are limited to the correction of the fault (although after the correction of faults there may be automatic updates that would have been carried out previously as control processes in a fault-free state); and
 - d) It is expected that the remote action will not cause undue impairments to the customer. Undue impairments are deemed to exist in particular if the remote measure will lead to longer-term failures (more than 10 minutes per attempt at a remote measure) or disruptions of other services, to even short-term failures of other vehicle functions or to the loss of personal settings or data of the customer.
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- 3.6 Subject to the conditions set out in section 3.5 a) - d), BMW is also entitled to carry out remote measures to comply with statutory provisions, to eliminate malfunctions of other operating software stored in the vehicle and to remedy security loopholes.
- 3.7 If a remote measure is not possible for technical reasons, in particular due to poor or interrupted mobile radio reception or due to temporary vehicle conditions in which the implementation of remote measures is technically impossible (e.g. vehicle conditions that are not suitable for carrying out the respective remote measure, such as, depending on the specific remote measure, parking/living/driving; interruption of the measure by the customer locking/unlocking the vehicle during the remote measure; interruption of the remote measure by starting an eCall), BMW is entitled to repeat the remote measure.
- 3.8 BMW reserves the right to modify the scope of a service, provided that such modification is reasonable for the customer with regard to the overall scope of the agreed service. In the event of a more extensive modification of the scope of a service, of which the customer can be notified in writing or via an electronic communication channel, the customer may terminate this service extraordinarily within six weeks of receipt of the notification of the modification and have it deactivated free of charge via the BMW ConnectedDrive Hotline (see section 9).
- 3.9 BMW may indicate to the customer via the vehicles Central Information Display that Remote Software Upgrades are available which require that the customer confirms the installation of the upgrade via the Central Information Display. Certain services may not be functional or limited in their functionality until the customer installs the indicated Remote Software Upgrade.

Information about the respective upgrades are provided to the customer as part of the notification indicating that the update is available.

4. Use of the services

4.1 The customer may not use the services for illegal purposes and will ensure that third parties do not do so either. The customer is not entitled to pass on the data and information received within the scope of the use of the services to third parties for commercial purposes or to process them further.

4.2 The customer bears the costs of misuse of the emergency call.

4.3 The BMW ConnectedDrive contract between BMW and the customer and the services booked by the customer are vehicle-bound and cannot be transferred to or used in another vehicle.

5. Booking additional services via the "BMW Shop"

5.1 In addition to the basic services, the customer can order further BMW Connected-Drive services either directly with the purchase of the new vehicle or subsequently via the "BMW Shop". The offer of the "BMW Shop" is aimed at customers in Australia.

5.2 Offer and conclusion of contract when booking services via the "BMW Shop"

- a) BMW makes certain offers available to the customer via the "BMW Shop". The customer who has registered with "My BMW Portal" can purchase services through BMW Shop at the fixed price indicated. Details of the service in question and its duration can be found in the description of the individual service in the "BMW Shop" and in the service description.
- b) Services that are made available through BMW Shop are sold by the relevant member of the BMW Group set out in the terms and conditions for the relevant service. In the absence of such detail, for services that are made available to customers in Australia the supplier of the services is BMW Australia Ltd. (ABN 11 004 375 129).
- c) A customer's purchase of services through the BMW Shop becomes binding when the customer clicks on the button "Order now with payment" in the case of services with costs, or on the button "Order now" in the case of services free of charge.
- d) The customer can correct input errors by cancelling the process and starting the process again.
- e) After completing the ordering process, the customer receives a confirmation of the conclusion of the contract for the booked service, the service description and the Terms & Conditions by e-mail.
- f) Furthermore, the text of the contract sent to the customer is not stored separately by BMW and cannot be called up or viewed by the customer at BMW after conclusion of the contract.

5.3 Order procedure under "My BMW Portal" and via the "BMW Shop"

- a) Start online ordering under "My BMW Portal".
In the "Store" area under "My BMW Portal", the customer can find out about the services offered by BMW ConnectedDrive (with different durations and prices, if applicable). The customer can then select a service (with duration and price if necessary). The order is started when the customer begins the online ordering process for the service in the selected term by clicking the "Book now" button.
- b) Customer status
If the customer has not yet registered under "My BMW Portal" and/or has not yet entered any address and payment information, he/she must do so first before being able to place an order.
- c) Order overview/order change
If the customer has already registered under "My BMW Portal" and entered address and payment

information, he or she will be taken directly to an overview page which displays the complete order with all relevant contract data. The customer has the possibility of cancelling the order process by leaving the website. If the customer agrees with the order overview, he can place his or her binding order by clicking on the button "Order now with payment". If the customer has not yet registered under "My BMW Portal" and/or has not yet entered address and payment information, he/she must do so under "My BMW Portal" in the "Administration" area before he/she can place an order.

d) d) Order information

After completing the order process, the customer will also receive the service description and the Terms & Conditions by e-mail.

5.4 Provision and activation of services

After the customer has clicked on the "Order now with payment" or "Order now" button, the service is booked with BMW and directed to activation. A provisioning file is then sent to the vehicle and the service is activated in the vehicle. This process usually takes a few minutes. However, the process cannot be executed if the data connection is interrupted. In such a case, the provision of the service shall be delayed accordingly until the transmission to the vehicle was able to be carried out.

5.5 Payment

- a) The stated prices are AUD prices including Goods and Services Tax (GST).
- b) In the event of late payment by the customer, BMW shall be entitled to suspend or discontinue the provision of the affected services and to deactivate the customer's access authorisation to the affected services until the customer has paid his/her due liabilities. This deactivation shall include, where appropriate, the function of the "Intelligent Emergency Call" service. The customer is in default of payment if he/she has not paid within 30 days of the invoice date.
- c) The customer may only offset against claims by BMW if the customer's counterclaim is undisputed or has been legally established. The customer may only assert a right of retention if this is based on claims arising from the contractual relationship with BMW.

5.6 Right of revocation for consumers

If the customer is a consumer within the meaning of § 13 BGB (German Civil Code), he/she has a 14-day right of revocation (see section 8).

6. Deactivation of the services, termination of the BMW ConnectedDrive contract

6.1 The customer may have the SIM card installed in the car deactivated at any time by an authorised BMW dealer, a BMW subsidiary or an authorised BMW workshop. When the SIM card is deactivated, all booked ConnectedDrive services including basic services are deactivated. Deactivation means that the emergency call in the vehicle is also without function.

The deactivation of the SIM card does not automatically end the activation of Functions on Demand. If a part of such function requires an online data connection, this part will no longer be available after deactivation of the SIM card.

6.2 BMW and the customer may terminate the BMW ConnectedDrive contract (insofar as an unlimited term should apply to it in accordance with 3.2) and an unlimited service at any time with six weeks' notice. Otherwise, if the term is limited, termination is possible with a notice period of six weeks to the end of the term, if the term would otherwise be automatically renewed.

6.3 BMW may refuse, suspend, cancel or terminate all or some services or the BMW ConnectedDrive contract as a whole in the event of the customer being or becoming subject to Sanctions (as defined in the following sentence) provided that under the Sanctions, BMW is no longer permitted to provide the respective services to the customer.

Sanctions means any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union, Her Majesty's Treasury (HMT)). To the extent the respective services have already been paid by the customer, the customer is entitled to claim an adequate refund regarding the unused/cancelled service provided that BMW has received the approval from the competent authority (to the extent required under the applicable Sanctions).

7. Sale or permanent transfer of the vehicle

7.1 The customer may not transfer his or her existing BMW ConnectedDrive contract with BMW to a third party without the consent of BMW. This also applies in the event that the customer sells or permanently transfers his/her vehicle to a third party.

7.2 If the vehicle is sold or permanently transferred to a third party, the customer must ensure that all personal data stored in the vehicle is deleted. The customer must also end the link between the vehicle and his/her user account via "My BMW Portal".

7.3 The customer is obliged to inform the third party to whom he sells his/her vehicle or to whom he/she permanently transfers his/her vehicle of all active and deactivated services.

7.4 If the vehicle is sold or passed on to a third party, the customer has the right to terminate a limited service with a six-week notice period in addition to the termination option under section 6.2. If the customer cancels a temporary service before the end of the term, the price paid for it will not be refunded proportionally.

8. Right of revocation for consumers

If the customer is a consumer within the meaning of § 13 BGB (German Civil Code), he/she has a 14-day right of revocation in the event of the conclusion of the contract in accordance with section 1.6 and the booking of individual services in accordance with section 5. According to § 13 BGB, a consumer is any natural person who concludes a legal transaction for purposes that can neither be predominantly attributed to their commercial or self-employed professional activity. In the following the customer is informed about his/her right of revocation:

Cancellation policy (applicable only to customers who are consumers within the meaning of § 13 BGB (German Civil Code))

Right of revocation:

You have the right, within fourteen days to revoke this contract without giving reasons.

The revocation period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of revocation, you must inform us (Bayerische Motoren Werke Aktiengesellschaft, BMW Customer Service ConnectedDrive, D-80788 Munich, e-mail: bmw-connecteddrive@bmw.de) by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You can use the attached model revocation form for this purpose, but this is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification that you are exercising the right of revocation before the end of the revocation period.

Consequences of revocation:

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery charges (except for additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notification of your revocation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the services should commence during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation in respect of this contract compared to the total amount of services provided for in the contract.

Revocation form

(If you want to revoke the contract, please fill out this form and return it.)

To Bayerische Motoren Werke Aktiengesellschaft, BMW Customer Service ConnectedDrive, D-80788 Munich, e-mail: bmw-connecteddrive@bmw.de:

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
 - Ordered on (*)/received on (*)
 - Name of the consumer(s)
 - Address of the consumer(s)
 - Signature of the consumer(s) (only in case of communication on paper)
 - Date
-

(*) Delete as applicable.

9. Contact

The BMW customer service can be reached by e-mail at cdsupport_au@bmw.com.au. The BMW ConnectedDrive hotline is available from Monday to Friday from 08:30 to 20:30 hours at the telephone number 133 BMW (133 269).

10. Liability

10.1 BMW accepts no liability for the accuracy and topicality of the data and information transmitted via the services.

10.2 To the extent possible at law, including under the Australian Consumer Law (where it applies to this contract or the purchase of any services by the customer), BMW and members of the BMW Group:

- (a) shall not be liable in the event of malfunctions, interruptions and functional impairments of the services, in particular in the cases described in clauses 3.4 and 3.5;
- (b) exclude all warranties in relation to the services; and
- (c) shall have no liability in connection with the customer's use of the services.

10.4 To the extent possible at law, including where you are a consumer for the purposes of the Australian Consumer Law (where it applies to this contract or the purchase of any services by the customer), certain guarantees apply to your use of the services which, by law, cannot be excluded. In the event that BMW's

liability cannot be excluded by operation of clauses 10.1 or 10.2, the liability of BMW and any member of the BMW Group shall, in the aggregate, be limited to, at BMW's election:

- (a) the resupply of the services; or
- (b) the payment of the costs of having the services supplied again.

10.4 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.

11. Data processing and security

11.1 The data entered by the customer within the framework of "My BMW Portal" or the "BMW Shop" are automatically encrypted using the SSL protocol (Secure Sockets Layer Protocol). SSL is the industry standard for transferring confidential data over the internet.

11.2 BMW collects, stores and uses the personal data provided by the customer within the framework of applicable laws, insofar as this is necessary for the establishment, content or amendment of the contractual relationship and the use and invoicing of the services. Details on the processing of personal or vehicle-related data within the scope of the individual services can be viewed in the service descriptions and at www.bmw-connecteddrive.com.au on the page headed "ConnectedDrive Legal Information". Where personal data is collected, stored or used by BMW Australia Ltd. its use is subject to the BMW Australia Privacy Policy which is available at <https://www.bmw.com/en-au/footer/privacy.html>.

11.3 The customer must inform BMW immediately of any changes to personal data relating to the contractual relationship and the invoicing of services.

11.4 Usage data required for the proper billing of services (billing data) may be stored and used by BMW beyond the end of the usage process until the billing is completed. To the extent necessary for the purpose of detecting and preventing improper use of services, inventory and traffic data may be processed and, where appropriate, stored beyond the end of the use process.

11.5 Data from the use of the services are evaluated solely in a completely anonymous form, also for the purpose of quality control.

12. Place of jurisdiction / Applicable law / Dispute resolution

12.1 Exclusive place of jurisdiction for all claims arising from the business relationship with merchants is Munich.

12.2 The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, moves his/her place of residence or usual place of abode out of Germany after conclusion of the contract or if his/her place of residence or usual place of abode is not known at the time the action is brought.

12.3 German law applies to all disputes arising from or based on this contractual relationship, excluding the UN Convention on Contracts for the International Sale of Goods. This choice of law shall only apply insofar as it does not deprive the consumer of mandatory applicable consumer protection regulations of the state in which the consumer has his/her habitual residence at the time of his/her order.

12.4 "Out-of-court settlement of disputes"

Due to a legal obligation, we are obliged to inform you, irrespective of our participation in alternative dispute resolution, that the European Commission has set up an online dispute resolution platform (OS) for the out-of-court settlement of consumer disputes. You can find the platform at: <http://ec.europa.eu/consumers/odr>.

BMW will not participate in any dispute settlement proceedings before a consumer arbitration board and is not obliged to do so.

Our e-mail address is kundenbetreuung@bmw.de.

13. BMW Digital Services (New Vehicle) Subscription Start Date

- 13.1 On newly produced BMW vehicles, the BMW Digital Services included as standard equipment have their subscription period start at the point of vehicle production (plus grace period up to 90 days to allow for vehicle delivery and handover, depending on production location). Services may commence prior to the date of first registration.

Last revised: July 2022

General Terms and Conditions of BMW Australia Ltd (BMW Australia) for the sale of Service Inclusive packages in the BMW Shop

1. Scope of Application, Contracting Partner

BMW Shop is made available by Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, registered office and registration court Munich HRB 42243 (hereinafter referred to as "BMW") in accordance with the BMW ConnectedDrive terms and conditions.

The sale of Service Inclusive packages via the BMW Shop (available at: <https://www.bmw-connecteddrive.com.au>) by BMW Australia Ltd. (ABN 11 004 675 129 of 783 Springvale Road, Mulgrave VIC 3170 AUSTRALIA) (hereinafter "BMW Australia") shall exclusively be subject to these General Terms and Conditions (hereinafter "Terms") in the version valid at the time of conclusion of the sales contract (as determined by the BMW ConnectedDrive terms and conditions where purchased through BMW Shop

2. Offers and terms and conditions

2.1 Offers available

The customer may purchase its selection from the following Service Inclusive packages through the BMW Shop for new and used vehicles:

- a) BMW Service Inclusive Basic for new and used vehicles;
- b) BMW Service Inclusive Plus for new and used vehicles; and
- c) BMW Service Inclusive for electric vehicles.

2.2 Terms and conditions

The availability and the terms of the Service Inclusion packages set out in clause 2.1, above, may be viewed through the "Terms and Conditions" link at the BMW Australia Service Inclusive webpage <https://www.bmw.com/en-au/offers-and-services/personal-services/service-inclusive.html> ("BSI Terms and Conditions"). To avoid doubt, the terms that apply to a Service Inclusive package purchased by the customer are those set out on that webpage (or any replacement webpage) on the date that the customer's purchase of the package through BMW Shop becomes binding in accordance with the ConnectedDrive terms and conditions.

3. Offer and Conclusion of Contract

- 3.1 The Service Inclusive packages displayed in the BMW Shop and indicated as available constitute a binding offer by BMW Australia which the customer can accept at the specified fixed price.
- 3.2 In the BMW Shop the customer can select a Service Inclusive package with the desired runtime-mileage combination under "Service Inclusive". The customer can initiate the order process by clicking the button "book now" for the selected Service Inclusive package.
- 3.3 If the customer has not yet registered at "My BMW ConnectedDrive" and/or has not yet entered any valid address and payment information, the customer first has to do this before he can place an order.
- 3.4 Provided the customer has registered at "My BMW ConnectedDrive" and has entered his valid address and payment information, the customer proceeds directly to an overview page displaying the complete order with all relevant contractual data. The customer has the option to check the complete data again and correct any possible input errors. By clicking the button "order with obligation to pay", a contract between the customer and BMW is concluded on the basis of the contractual provisions, including these Terms.
- 3.5 After completion of the order process, the customer receives a confirmation of the contract conclusion, a description of the purchased Service Inclusive package as well as a copy of these Terms via email.
- 3.6 The order is saved by BMW in the user account "My BMW ConnectedDrive". The customer can view, save and print the order there.
- 3.7 The purchased Service Inclusive package will be activated as soon as BMW has received the purchase price.

4. Availability and Term of Service Inclusive Packages

- 4.1 For BMW vehicles for which the first service was not due yet, the customer can choose a "Service Inclusive" for new vehicles. For BMW vehicles, for which the first service was already due, the customer may only purchase a Service Inclusive package for a used vehicle. The customer can check the availability of the individual Service Inclusive packages for a BMW vehicle by entering the vehicle identification number in the BMW Shop. Where the customer's vehicle is not eligible, the customer will not be eligible to purchase a Service Inclusive package and if they have already done so BMW Australia will refund to the customer any purchase price paid in full within a reasonable time after being informed by the customer of their preference for the method of refund.
- 4.2 The individual Service Inclusive packages have fixed terms which are measured by runtime in months and mileage of the vehicle in km; relevant for the expiry of the term is whichever threshold is reached first.
- 4.3 The term for "Service Inclusive" (runtime and mileage) begins with the first registration of the vehicle. The term for "Service Inclusive for Used Cars" (runtime and mileage) begins with the day of the first service covered by the package (based on the record in the electronic service history) respectively with the mileage at this time:

Service Inclusive Package	Availability	Commencement of the Term
"Service Inclusive"	As of the first registration of the vehicle up to a maximum of 2 years after the first registration or until the vehicle's first service.	"Service Inclusive" (runtime and mileage) begins with the first registration of the vehicle
"Service Inclusive for Used Cars"	After the vehicle's first service.	"Service Inclusive for Used Cars" (runtime and mileage) begins with the first service covered by the package (based on the record in the electronic service history).

- 4.4 For example, if the customer purchases "Service Inclusive" in December 2021 for a BMW vehicle initially registered on October 1, 2021 for a term of 3 years / 40,000 km, the term of the Service Inclusive package begins on October 1, 2021. It ends on September 30, 2024 or on the day on which the vehicle reaches a mileage of 40,000 km, whichever is reached first.
- 4.5 Upon expiry of the chosen term in years or mileage in km (whichever is reached first), the entitlement to the services of the Service Inclusive package ends. The customer has the option to extend the term and/or mileage of the Service Inclusive package (within the term of the Service Inclusive and up to 15 months after the end of the term).
5. Sale or Loss of Possibility to use the Vehicle
- 5.1 The Service Inclusive packages are vehicle-based. They cannot be transferred to another vehicle or used for another vehicle.
- 5.2 If the customer sells the vehicle, the vehicle suffers a total loss or the customer can no longer use the vehicle for other reasons, the customer is not entitled to claim (partial) reimbursement of the purchase price for the Service Inclusive package.

Liability

- 6.1 BMW accepts no liability for the accuracy and topicality of the data and information transmitted via the services.
- 6.2 To the extent possible at law, including under the Australian Consumer Law (where it applies to this contract or the purchase of any services by the customer), BMW and members of the BMW Group:
- (a) shall not be liable in the event of malfunctions, interruptions and functional impairments of the services;
 - (b) exclude all warranties in relation to the services; and
 - (c) shall have no liability in connection with the customer's use of the services.
- 6.3 If you are a consumer for the purposes of the Australian Consumer Law (where it applies to this contract or the purchase of any services by the customer), certain guarantees apply to your use of the services which, by

law, cannot be excluded. In the event that BMW's liability cannot be excluded by operation of clause 6.2, the liability of BMW and any member of the BMW Group shall, in the aggregate, be limited to, at BMW's election:

- (a) the resupply of the services; or
- (b) the payment of the costs of having the services supplied again; or
- (c) the amount paid by you for the services.

6.4 Neither BMW nor any other person, body corporate or other entity 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.

Customer Service

The BMW customer service can be reached by e-mail at cdsupport_au@bmw.com.au. The BMW ConnectedDrive hotline is available from Monday to Friday from 08:30 to 20:30 hours at the telephone number 133 BMW (133 269).

Choice of Law and Jurisdiction

The laws of Victoria, Australia shall apply to the order, the contract and any disputes arising out of the order, the contract or the execution of the contract to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties submit to the exclusive jurisdiction of the Courts having authority in Victoria, Australia.

BMW Digital Services / MINI Digital Services

Date Revised: 01.03.2022 – Version: Release 07/22

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. The runtime of a Service refers to regular bookings, trial offers are handled separately. The term "lifetime" of a Service in the Service Description List means the lifetime of the vehicle, in this case other information on its durations (e.g., on invoices) do not apply.

BRAND	SERVICE	DURATION	
		Ex-Factory	ONLINE / STORE
- BMW; MINI BMW; MINI	Concierge Services Concierge Services	3Y	1Y
- BMW; MINI BMW; MINI BMW BMW; MINI	Connected E-Mobility Charging Management Public Charging eDrive Services	LT 3Y LT (BMW) / 3Y (MINI)	1Y 1Y 1Y
- BMW BMW	Digital Key Comfort Access with BMW Digital Key	LT	
- BMW; MINI BMW; MINI	Intelligent eCall and Legal eCall Intelligent eCall	LT	
- BMW BMW BMW BMW	Intelligent Personal Assistant BMW Intelligent Personal Assistant Intelligent Functions InCar Experience	LT LT LT	1Y 1Y 1Y
- BMW BMW BMW	Interior Camera Interior Camera BMW Snapshot	LT LT	1Y 1Y
- BMW; MINI BMW; MINI BMW; MINI BMW; MINI	Maps Map Update Routing Real Time Traffic Information (RTTI)	3Y 3Y 3Y	1Y 1Y 1Y
- BMW BMW	Personalization Personalization with ID7/ID8	LT	
- BMW; MINI BMW; MINI BMW	Remote Control Remote Services Remote Engine Start	LT LT	1Y (BMW) / LT (MINI) LT
- BMW BMW	Remote Software Upgrade Remote Software Upgrade	LT	
- BMW BMW BMW	Remote Surveillance Drive Recorder Remote 3D View	LT LT	1M / 1Y / 3Y / LT 1Y

-	BMW; MINI	Smartphone Integration		
	BMW; MINI	Smartphone Integration	LT	LT
-	BMW; MINI	Technical Basis		
	BMW; MINI	Customer Hotline*	LT	
	BMW	eSIM	LT	
	BMW; MINI	Evaluation of Diagnostics Data*	LT	
	BMW	Extendable Car Communications (xCC)	LT	
	BMW; MINI	Future Mobility Solutions*	LT	
	BMW; MINI	MyInfo*	LT	
	BMW; MINI	RMI Services*	LT	
	BMW	Sensor Data Usage Information*	LT	
	BMW	Smart Maintenance*	LT	
	BMW; MINI	Teleservices	LT	
	BMW	WLAN Hotspot	LT	
-	BMW; MINI	Vehicle Apps		
	BMW; MINI	Vehicle Apps	3Y	1Y

* Base Service

Concierge Services

Date Revised: 15-December-2021; Version: Release 03/22

Service Description

The Concierge Services are there to help when you are travelling and can support you with any request at the touch of a button – individual, personal, and fast. Wherever you are, whatever you need.

In Detail

The Concierge Services are always available and can be used around the clock, 365 days a year. Your call center agent will help you with any concern that may arise while you are on the go (e.g. what the weather is like at your destination, where to find a great takeaway coffee). As a result, you can find your way around and stay well-informed. Whatever you want on your journey, the right answer is at hand – tailored to your individual needs. This allows you to concentrate fully on the road, and destinations found for you by the Concierge Services can even be sent to your vehicle's navigation system for automatic guidance, if desired. There are no additional mobile communication costs for you.

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>	For Concierge Services, no prerequisites are required.
<u>How-to activate:</u>	Concierge Services are automatically active once the product is purchased.
<u>What data will be stored in the vehicle?</u>	For Concierge Services, requested POIs including details are stored (location and movement, account and vehicle information).
<u>What data will be processed or stored in BMW IT systems?</u>	For Concierge Services, you are connected to the call center when you push the call button in your vehicle. The vehicle's identification, location, and if route guidance is activated, the selected route may be transmitted to the service providers commissioned by us to provide the service. Location and movement data and account and vehicle information are stored. 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.
<u>What data will be transferred to 3rd parties?</u>	For Concierge Services, data may be transmitted to the service providers commissioned by us to provide the Service.
<u>When will data processed be deleted?</u>	For Concierge Services, personal data in our IT systems will only be used to provide the service and will then be deleted. You may delete the data stored in the vehicle at any time.

Connected E-Mobility

Date Revised: 23-March-2022; Version: Release 07/22

Service Description

Connected E-Mobility services provide you with various E-Mobility functions: Charging Management, Public Charging and eDrive Services. These functions enable you to use your vehicle in an environmentally friendly way, to improve your charging processes, especially regarding public charging stations and to control your vehicle in a most convenient and optimal way.

In Detail

Via Charging Management, you receive detailed information about the charging activities for all current users of this vehicle, e.g. charging sessions, push notifications for specific charging events and a possibility to optimize active charging processes. When you activate GPS and allow us to use GPS, your charging history entries are enhanced by location details.

Via Public Charging, you will be supported to find the right charging station in time. We are working with partners (data suppliers) to provide you with the necessary information about public charging stations. To be able to estimate the reachability of a destination with a fully electric vehicle better, you will receive an indication in the map for the remaining electric range available. This functionality is not currently available in Australia.

Via eDrive Services, you can control your car using the My BMW App on your smartphone. You can control the charging process and air-conditioning to be ready when you want to start your journey. An efficiency rating out of five stars indicates how you're doing in terms of fuel consumption, driving mode or acceleration.

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">• Charging Management is only available for electrified vehicles in combination with active eDrive Remote Services.• Public Charging functions are only available for electrified vehicles.• eDrive Services are available for electrified vehicles only.
<u>How-to activate:</u>	<ul style="list-style-type: none">• The use of Charging Management features requires a ConnectedDrive contract, a mapped electrified vehicle in the latest version of the My BMW App, an internet connectivity for the ConnectedDrive module, an activated GPS as well as activated transmission of vehicle data to the My BMW/ MINI App by any user. Otherwise, no charging history entry is created. To make full use of Charging Management, it is also necessary to provide specific data for each individual charging point of the customer.• Public Charging is active by default (where available). To display the current electrical range via map, you must activate "Range".• eDrive Services are activated by default. To activate range map, the map direction of your navigation must be set to north or driving direction (not in perspective).

<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • For Charging Management, GPS position, state of charge and charging settings will be stored. • For Public Charging (where available), data regarding charging stations and navigation information will be stored. • For eDrive Services, data will be stored regarding charging status, charging map, range map, the latest/current range map and charging POI information.
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> • For Charging Management, we process your contract number, vehicle, and location data (can be seen within the charging history in the My BMW/ MINI App from all current users of this vehicle). • For Public Charging (where available), we process data regarding charging proposal, charging cost estimate and details regarding charging data. • For eDrive Services, we process data regarding charging map, range map and regarding analyzing your driving style. <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"> • For eDrive Services, we share data regarding consumption speed curves, current position, remaining electrical range and range map data with service providers to create a range map. We use anonymized data to calculate average consumptions. We share such anonymized data with all users with compatible vehicles within the eMobility Community.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For eDrive Zone, we anonymize all data within its respective backend before further processing and storage. • For Charging Management, we will delete your data directly when you delete your account. When you switch of charging history, your personal data will be automatically deleted. • For Public Charging (where available), we automatically delete your data. • For eDrive Services, we store a range map for one lifecycle. You can delete the eMobility data in the respective app. We will automatically delete your data, when your ConnectedDrive contract expires.
<p><u>Liability Charging Management</u></p>	<p>Charging costs and amount of charged energy calculated are forecasts. Such forecasts may differ from the actual charging process, the actual costs charged by the electricity provider or regarding an actual cost saving. In addition, we base all values, data and information calculated via Charging Management on vehicle data, the accuracy of which may be affected by various factors (GSM reception, charging time, outside temperature, etc.). We do not assume any liability for the consequences of such impairments, as well as disturbances or interruptions.</p>

Digital Key & Digital Key Plus

Date Revised: 24-February-2022; Version: Release 7/22

Service Description

Digital Key & Digital Key Plus services provides you with digital access to your vehicle. It enables you to leave your key fob at home, secure storage of the key on the smartphone and to share the key with an easy revocation concept.

There are two versions available: Digital Key & Digital Key Plus as part of Comfort Access (322) or the separate Digital Key (3DK) depending on your vehicle SA configuration and smart device capability.

In Detail

BMW Digital Key: You can lock and unlock your BMW and even start the engine with the Digital Key. You can also share up to five keys with people having compatible smartphones or smart watches to use your BMW. Among other things, a shared key can be limited regarding drive power and maximum speed, e.g. for novice drivers.

BMW Digital Key Plus: You can lock and unlock your BMW and even start the engine with the Digital Key Plus without taking your phone out of your pocket. You can also share up to five keys with people having compatible smartphones or smart watches to use your BMW. Among other things, a shared key can be limited regarding drive power and maximum speed, e.g. for novice drivers.

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 BMW Digital Key, you need a compatible vehicle with the option Comfort Access (SA 322) or BMW Digital Key (3DK), SA 6AE and a compatible smartphone (compare Digital Key FAQ section on market website).For BMW Digital Key Plus, you need a compatible vehicle with the option Comfort Access (SA 322), SA 6AE and a compatible smartphone (compare Digital Key FAQ section on market website).
<u>How-to activate:</u>	<ul style="list-style-type: none">For first time use of BMW Digital Key & Digital Key Plus, an online connection of your vehicle and smartphone is necessary. For initial setup, two classic key-fobs are required in the inside of your vehicle. <p>Setup – Option 1: Download My BMW App, connect your vehicle with your BMW ID (mapping), follow the steps in the app to setup the Digital Key.</p> <p>Setup – Option 2: You receive an email after connecting your BMW with your BMW ID (mapping) with instructions to activate your main key (Digital Key of the vehicle owner). Follow the steps to setup the Digital Key.</p>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">For BMW Digital Key & Digital Key Plus, vehicle and authentication data will be stored.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none">BMW Digital Key & Digital Key Plus both process and store vehicle and key (identification) information.

	<ul style="list-style-type: none"> 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.
<u>What data will be processed or stored on the smartphone?</u>	<ul style="list-style-type: none"> For BMW Digital Key & Digital Key Plus, vehicle, account, and key (identification) information will be stored.
<u>What data will be used to provide the service?</u>	<ul style="list-style-type: none"> For BMW Digital Key & Digital Key Plus, vehicle, identification, account, key, and device data will be stored.
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> For BMW Digital Key & Digital Key Plus, the following data is submitted from the smartphone manufacturer to us and from us to your smartphone: vehicle, key, device, and account (identification) information.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> For BMW Digital Key & Digital Key Plus, keys can be deleted on the smartphone of the vehicle owner (main key and friend key(s)) or in the vehicle. All keys will be deleted if you request us to delete your personal data. After deletion of key(s), information related to your key are saved in a secure BMW backend and will be deleted afterwards. In case of theft of your vehicle, we could – only with your explicit approval – list active keys at the time of theft to help solve the case.

Intelligent eCall & Legal eCall

Date Revised: 15-March-2022; Version: Release 07/22

Service Description

The service Intelligent eCall & Legal eCall provide you with help in case of an emergency. It contains two functions: Intelligent Emergency Call and Legal Emergency Call.

In case of an accident, the Intelligent Emergency Call, and the Legal Emergency Call care for assistance.

In Detail

In case of an emergency, Intelligent Emergency Call automatically sends necessary and helpful information to the accident call center and emergency services. Additionally, the severity of the accident and the probability of injury to passengers are calculated. All the information is analyzed to provide the best help as quickly as possible. The emergency services can reach the scene directly with GPS support, are already informed about the situation and are able to provide first aid where it is needed most. The SIM card installed in the car is fixed and crash-proof, so the service is always on standby. Until rescue teams arrive, you and your passengers will be supported by a specially trained member of staff in the accident call center, if necessary, while information is passed on to the emergency services. The service can also be activated manually using the SOS button, if you or other road users need assistance. Furthermore, it works independently of mobile phones.

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">No prerequisites are required.
<u>How-to activate:</u>	<ul style="list-style-type: none">Intelligent Emergency Call is already activated when the vehicle is handed over to the customer.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">For Intelligent Emergency Call, location data and crash details are stored.
<u>What data will be processed or stored in BMW IT systems?</u>	<p>For Intelligent Emergency Call, the BMW Call Center agent automatically receives location data, vehicle, and passenger information. The comprehensive technical information about the Intelligent Emergency Call will be stored for 30 days in the IT systems to enable customer support. The call center may store voice recordings for 24 hours to be able to carry out quality assurance measures.</p> <p>Regarding all services, we process your personal data according to the ConnectedDrive privacy and 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>	<ul style="list-style-type: none">For Intelligent Emergency Call, data like current location and alert may be transferred anonymously to 3rd party traffic providers to help warn other road users of an incident and potential changes in traffic. The user's request as well as the necessary data will be transmitted to service providers commissioned by BMW to perform the service.

<u>When will data processed be deleted?</u>	<ul style="list-style-type: none">• For Intelligent Emergency Call, data will be retained until all procedures have been completed. The data stored will then be deleted. Data stored in the vehicle will be overwritten automatically with the next start of the vehicle.
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Intelligent Personal Assistant

Date Revised: 15-December-2021; Version: Release 03/22

Service Description

The service Intelligent Personal Assistant provides you with various functions: BMW Intelligent Personal Assistant, In-Car Experience, and Intelligent Functions. These functions enable you to interact with your vehicle via speech or offer the possibility to find personalized settings. You can use your vehicle and its settings in an individualized, easy, and comfortable way.

In Detail

BMW Intelligent Personal Assistant can be used to operate features using spoken commands. The system recognizes natural language and even linguistic features. This ensures convenience in all situations and for individual tasks. The voice recognition system simultaneously analyses voice commands both in the vehicle and via server-based online voice processing. This allows you to use natural language to search for points of interest quickly and easily for online navigation, for example when you ask for certain restaurants nearby. You can activate the system by pressing the voice control button on the steering wheel or by saying the pre-configured activation words. The activation word can be enabled or disabled in the language settings menu.

In-Car Experience invigorates you when you are tired, relaxes you after a stressful day, and adapts your vehicle's interior to perfectly suit your mood. With In-Car Experiences, which includes the Caring Car Programs and Experience Modes, your vehicle will make sure you feel your best.

Intelligent Functions offer personalized, context-based, and intelligent car related services in the vehicle and the My BMW App. It automates vehicle functions to enhance the experience inside of the vehicle. It offers different functions:

- Automate My Habits (define your heating and cooling preferences)
- Smart Window Opener (automatically opens your driver window whenever you need it, after you set a point of interest in the vehicle information system)
- Caring Car (offers orchestrating interior functionalities for relaxing/vitalizing mode)
- Experience Modes (car sets a mood for your journey and activates diverse interior functionalities accordingly)
- Festive Mode (offers you video clips related to events like Christmas or New Year's Eve)
- Personal Assistant Widget (regularly shows you new speech commands to try out, based on the current situation you are in)

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 BMW Intelligent Personal Assistant, the Connected Package service must be purchased to process voice commands online.• In-Car Experience: For Experience Mode, you need a 6U3 Live Cockpit Professional + In-Car Experience via 6C3/6C4 Connected Package Professional, minimum hardware options (Ambient Light as a standard, Seat Heating for driver and front passenger, Climate) and eventually the 3/19 software upgrade via remote software upgrade service. For Caring Car Program, you need 6U3 Live Cockpit Professional + In-Car Experience via 6C3/6C4 Connected Package Professional, minimum
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	<p>hardware options (Ambient Light, Seat Heating or Ventilation, Automatic Air-Conditioning) and the 3/19 software upgrade via the remote software upgrade service.</p> <ul style="list-style-type: none"> For Intelligent Functions, you need a vehicle equipped with Live Cockpit Professional (6U3) and you have to enable "Learning drive behaviour" in the Vehicle Privacy Menu ConnectedDrive settings (only for Automate my Habbits and Smart Window Opener).
<u>How-to activate:</u>	<ul style="list-style-type: none"> For BMW Intelligent Personal Assistant, online voice processing is disabled by default and can be activated by a pop-up that appears after having pressed the voice control button for the first time. It can be disabled in the language settings menu or in the data privacy menu. Offline voice processing in the vehicle is always available. For In-Car Experience, you must activate the function in the vehicle interactive display or via speech command. For Intelligent Functions, you must configure your preference in the vehicle (Automate My Habits and Smart Window Opener) or start the function per voice control or from the information system from the car (Caring Car, Experience Modes, Festive Modes, Personal Assistant Widget).
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> For BMW Intelligent Personal Assistant, we store a language context database to optimize performance for frequently called contacts and phone numbers, specific contact you have assigned a relationship tag, most recent call history, contacts list and your configuration (in particular the personal activation word). For In-Car Experience, single functions and experience selection are stored (only for Experience Mode). For Intelligent Functions, identification, configuration, and operation data are stored.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> For BMW Intelligent Personal Assistant, we store the vehicle identification number (VIN), recognized text, configuration and dialog flow. For In-Car Experience, no data will be stored. For Intelligent Functions, identification, configuration, and operation data will be stored. <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>	<ul style="list-style-type: none"> For BMW Intelligent Personal Assistant, we pass on edited audio files to the provider of the voice-to-text service in anonymized form to improve voice recognition models for users in a gradual process. The vehicle position is forwarded to the provider in order to allow you to search for points of interest by voice command. If you have enabled the option to improve contact detection and paired your phone with the vehicle, the first and last names of your contacts will be passed on to the voice-to-text provider. For vehicles that support the audio Owner's Manual, your vehicle model and its configuration are shared with the voice-to-text provider. Data is transmitted to the voice-to-text provider depending on the technical equipment of your vehicle. For In-Car Experience and Intelligent Functions, no personal data will be transferred to third parties.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> For BMW Intelligent Personal Assistant, you can disable the sharing of your contacts list in the configuration for your phone. Data processed by our IT system and audio files shared with the service provider will be deleted automatically For In-Car Experience, your settings are stored in the vehicle until you end the experience. For Intelligent Functions, personal preferences held in the BMW IT systems can be deleted by deleting the ConnectedDrive driver profile. Information collected for product/service improvement are deleted automatically.

Interior Camera

Date Revised: 15-December-2021; Version: Release 03/22

Service Description

The service Interior Camera enables you to control the environment of your vehicle and to ensure that everything is fine with your vehicle from any perspective.

In Detail

Via Interior Camera, the interior camera in your BMW can record images of your vehicle interior using the remote function in your My BMW App. The vehicle interior anti-theft recorder function allows you to automatically create a recording of your vehicle's interior when the alarm system is triggered. All data from Interior Camera remains the property of the user. Function and the use of data are permitted for personal and security purposes only. It is your responsibility to ensure that appropriate approvals are obtained from individuals and/or sensitive institutions captured on the recordings when you share your screenshots from Interior Camera.

Furthermore, the Interior Camera in your BMW makes it possible to take selfies while driving. It also offers the option of simply transferring your photos to your smartphone. The Smile function is an additional way to trigger a photo simply by smiling. All data remain the property of the user. Data and function are permitted for personal use only. It is your responsibility to ensure that appropriate approvals are obtained from individuals and/or sensitive institutions captured on the images or videos when you share your screenshots.

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>	For Interior Camera, you must add your vehicle to your ConnectedDrive account. Your vehicle must be located in a country where the use of this function is legally permitted. Vehicle tracking must have been activated in the vehicle.
<u>How-to activate:</u>	Interior Camera must be activated in the data protection menu. Activation or deactivation is only possible using the main user's profile. Some features can be activated by accepting a disclaimer when starting the feature.
<u>What data will be stored in the vehicle?</u>	For Interior Camera, no data will be stored.
<u>What data will be processed or stored in BMW IT systems?</u>	Interior Camera records images of your BMW's vehicle interior using the interior camera and then transfers them to the My BMW App on request. All image data is encrypted and can only be displayed by the My BMW App. You can access the images in the gallery section of the function and send them to any connected mobile device. 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.
<u>What data will be transferred to 3rd parties?</u>	For Interior Camera, no data will be transferred to 3 rd parties.

When will data
processed be
deleted?

For Interior Camera, you can delete individual data in the My BMW App. Once the app has been uninstalled from your smartphone, all connected data is permanently deleted. Image data is saved on our server until it has been successfully downloaded to the app or will be automatically deleted. Furthermore, all data is deleted when using the "Reset to factory settings" function.

Maps

Date Revised: 28-February-2022; Version: Release 07/22

Service Description

Maps provides you with various navigation services and functions: Map Display, Map Updates, Destination Input, Routing and Real-Time Traffic Information (RTTI).

With Maps and its multiple services, you can always experience the best journey, before, during and after your travel.

It makes your journey safer, faster, and more predictable.

In Detail

The Map Display presents you a map with all information you need before, during and after your drive. Information is being presented according to your personal needs and habits and coming from various sources. Depending on your driving situation, additional information can be displayed.

Via Map Updates, you can update your navigation system. Problem-free navigation to your destination and the insertion of traffic jam warnings can be ensured only if the maps are up to date. Therefore, we offer USB Map Update and USB Map Update Portal.

Destination input provides you with easy ways of finding your destination. Entering an address or looking for a point of interest – both make use of a vast amount of information sources.

Routing calculates the routes in our IT systems to facilitate predicative and lane level traffic information with a much more efficient routing algorithm. This leads to faster calculation, better routes, and more accurate estimations of the arrival time.

RTTI keeps an eye on the current traffic situation for you at all times. You will receive suggested alternative routes to save time – a prompt and automatic service. As a result, you are always kept up to date on the traffic situation. RTTI always knows the best and fastest route to your destination. Whatever the road conditions, RTTI will inform you in almost real-time about any traffic delays and their likely duration, calculating when you will reach your planned destination. Hazard Preview is an additional feature that alerts you, as well as other vehicles equipped with RTTI, in advance in the event of an accident or adverse weather conditions such as heavy rain, black ice or fog. Hazard Preview draws on anonymous vehicle sensor data gathered from other road users.

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">• Map Updates: For USB Map Update, the vehicle must be enabled for map update and a valid activation code for a new map must be available. USB Map Update Portal requires a My BMW account, a vehicle which is mapped to the account and an USB stick.• For Destination input using the full amount of available data and the enrichment of Map Display, you need an active RTTI contract, Live Cockpit Plus (6U2) or Professional (6U3).
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	<ul style="list-style-type: none"> • For Routing, you need an active RTTI contract, Navigation Professional (6U3) or Navigation Business (6U2) and software version later than 07/20. • RTTI requires a subscription.
<u>How-to activate:</u>	<ul style="list-style-type: none"> • Map Updates: For USB Map Update Portal, you must download the relevant Download Manager and perform requested tasks. New map versions need to be downloaded, copied to a USB stick and plugged into the USB port in the car. • Routing can be activated and deactivated via the privacy menu in the vehicle. • RTTI is automatically activated once you have purchased the subscription.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> • Map Updates: USB Map Update and USB Map Portal, no personal data is stored (only new map material). • For Routing, personal route settings are persistent in the vehicle. • For RTTI, no personal data is stored in the vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> • Map Updates: For USB Map Update and the USB Map Update Portal, the vehicle identification number (VIN) and country are stored. • For Destination Input, the search entry, vehicle and location data, including the planned route in case of an active route calculation, is sent to the relevant IT systems. • For Routing, vehicle and location data, position and movement, customer configurations and sensor data are stored. The data is sent to the relevant IT systems in case a route calculation was started by the customer. • For RTTI, position and movement data, sensor data measuring vehicle state and environmental conditions is stored. Data used to display traffic and parking information are processed at regular intervals. Data used to generate traffic and parking information are generated depending on the situation, e.g. if the system detects a traffic jam or hindrances and the general position and movement data is collected continuously and technically inhibited from mapping the data to a certain individual. <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>	For Map Display, Map Updates, Destination Input, Routing and RTTI, data is transferred to external partners that are under BMW contract to fulfill the service. This data is either completely anonymous or pseudonymized in a way, 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"> • Map Updates: For USB Map Update Portal and USB Map Update, personal data will be deleted automatically. • For Routing and RTTI, data will be stored in pseudonymized form and deleted automatically.

Personalization

Date Revised: 18-February-2022; Version: Release 07/22

Service Description

Personalization services provide you with the function Personalization with ID7/ID8.

This function offers the possibility to find personalized settings, to be greeted on the CID, to be able to transfer portable settings to other BMWs. You can use your vehicle and its settings in an individualized and comfortable way.

In Detail

With Personalization with ID7/ID8, the vehicle uploads your personal settings, you are greeted personally on the display and, if selected via the My BMW App, also with an individual profile picture. You have full access to all vehicle functions. If you link your BMW ID to the vehicle key or digital key, your BMW ID is automatically loaded with your personal settings as soon as you unlock the vehicle. You can save your individual settings in the BMW Cloud and thus transfer them to other technical equipped BMW vehicles. With an active BMW ID the BMW Intelligent Personal Assistant can also make personalized suggestions to you and you can assign a personal activation word. In addition, you can use your BMW ID to define privacy settings individually.

Depending on the technical capabilities, the vehicle is linked automatically with the BMW ID after an in-car login, e.g., for the use in the My BMW App, and up to seven vehicle users that have logged in with their BMW ID can make use of offboard functionalities for the same vehicle, e.g., access to vehicle data like location or charging status of the vehicle. Data transfer can be configured via the Data Privacy Menu in the vehicle. There is one main user (first user whose BMW ID is added to the vehicle) and up to 6 further users. The main user has additional rights beyond those of the other users, e.g., administrate other users, set up the main BMW Digital Key. Further additional rights of the main user are described in the vehicle's operating instructions.

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 Personalization with ID7/ID8, you need a 6U1 Live Cockpit or 6U2 Live Cockpit Plus or 6U3 Live Cockpit Professional, a vehicle provisioned for ConnectedDrive market, a vehicle provisioned with BMW Operating System 7 or higher and a BMW ID.• For vehicles with BMW Operating System 8.1. and newer the vehicle is linked automatically with the BMW ID after an in-car login.
<u>How-to activate:</u>	For Personalization with ID7/ID8, you have to setup a personal account once per vehicle via My BMW App and QR code scan or via typing in BMW ID credentials. You can activate your personal account automatically when unlocking with the key linked to the BMW ID or by choosing it manually on the display.
<u>What data will be stored in the vehicle?</u>	For Personalization with ID7/ID8, all personal vehicle settings will be stored.

<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<p>For Personalization with ID7/ID8, data is saved in addition in the BMW Cloud if synchronization of the BMW ID is activated.</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>
<p><u>What data will be transferred to 3rd parties?</u></p>	<p>For Personalization with ID7/ID8, no personal data will be transferred to third parties.</p>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For Personalization with ID7/ID8, your settings are stored in the vehicle until you delete your personal account or until vehicle is set to factory settings. If synchronization is activated, then personal account remains in the BMW Cloud and is deleted automatically. • For In-Car Experience, your settings are stored in the vehicle until you end the experience. • For Intelligent Functions, personal preferences held in the BMW IT systems can be deleted by deleting the ConnectedDrive driver profile. Information collected for product/service improvement are deleted automatically.

Remote Control

Date Revised: 02-March-2022; Version: Release 07/22

Service Description

The service Remote Control provides you with various functions: Remote Services and Remote Engine Start.

These functions enable you to control the environment of your vehicle and check its settings remotely.

In Detail

Via Remote Services, you can check if you have locked your car and secure the doors if necessary. You are pro-actively informed if you left your car unlocked or with windows/doors open. You can also activate the headlight flash, send your next destination directly to the navigation system or check the current state of charge and range of your electrified vehicle within the My BMW App. Furthermore for electrified vehicles, you can set up your preferred charging mode, control the climatization, set up a specific target state of charge you want the car to be charged as well as stop and restart a charging process directly via the app.

Via Remote Engine Start, you can comfortably air condition your vehicle from a distance by using the My BMW App or the BMW Display Key. Simply set the timer and your comfortable temperature will be reached on time for your departure. The engine start for stationary air conditioning is only activated after confirmation of the legal disclaimer. If this does not happen, only the parking ventilation is available.

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">Remote Services are standard equipment for vehicles produced after March 2018. Vehicles produced before March 2018 require the Remote Services package (6AP). eDrive features require an electrified vehicle. Use via the My BMW App requires registration in our portal or in the app.For Remote Engine Start, Remote Services and the Remote Engine Start equipment are required. The use of "Remote Engine Start" via My BMW App requires registration in our portal or app. The service must be enabled in the vehicle.
<u>How-to activate:</u>	<ul style="list-style-type: none">Remote Services must be activated by the ConnectedDrive contract owner in the My BMW Portal. GPS must be enabled in the vehicle to see the vehicle location data in the app or portal. For vehicles produced on or after November 2018, the App and ConnectedDrive setting in the vehicle privacy menu must be enabled.Remote Engine Start can be activated in the vehicle, by using the key, setting a departure timer or in the app.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">For Remote Services, identification and location data and service alerts are stored in the vehicle.For Remote Engine Start, configuration and the last 10 activations are stored.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none">For Remote Services, depending on the type of trigger, data (identification and location, account, vehicle and phone, remote commands, vehicle status, eDrive data or alerts) is transmitted and displayed on your smartphone and stored in our systems. The data is used to display the geographic vehicle position, the route to the vehicle and vehicle condition information in the app or portal.

	<ul style="list-style-type: none"> • For Remote Engine Start, vehicle data will be stored. <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>	For Remote Services and Remote Engine Start, no data will be transferred to 3 rd parties.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> • For Remote Services, the command history and vehicle data are deleted. Transmitting of data can be switched off from inside the vehicle for vehicles built later than November 2018. • For Remote Engine Start, command history will be deleted automatically.

Remote Software Upgrade

Date Revised: 15-December-2021; Version: Release 03/22

Service Description

Remote Software Upgrade provides regular over-the-air upgrades of the software of the whole vehicle, including quality improvements, function enhancements and new features. It enables the customer to keep the vehicle's software up to date and to download current upgrades easily.

In Detail

Remote Software Upgrade ensures that your vehicle has the most recent software and upgrades are simply installed over-the-air, just as they are for your smartphone. Additionally, you can stay flexible by keeping your BMW software up to date or to add new features to your vehicle. The fastest and most convenient way to download new software is by downloading it via the My BMW App on your smartphone using a Wi-Fi connection. Alternatively, you can install it directly using the SIM card installed in the 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, 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 possibility to receive software upgrades via Remote Software Upgrade depend on the vehicle's hardware and can be checked in the vehicles' ConnectedDrive menu. If the menu item "Remote Software Upgrade" is visible, the car is upgradeable via Remote Software Upgrade.
<u>How-to activate:</u>	You can purchase vehicle functions and services via the BMW Shop in car and on the web portal with extra costs. After buying the service, an activation token is sent to the vehicle. The activation must be confirmed within the vehicle. The start of the installation process always must be confirmed manually in the vehicle. The vehicle cannot be used during the installation process, which lasts roughly 20 minutes. Therefore, the vehicle has to be parked safely. Before starting the upgrade windows, sunroof and/ or convertible tops must be closed. You can deactivate the Remote Software Upgrade functionality in the Data Privacy menu in the vehicle at any time.
<u>What data will be stored in the vehicle?</u>	For Remote Software Upgrade, vehicle data and location data are stored.
<u>What data will be processed or stored in BMW IT systems?</u>	For Remote Service Upgrade, vehicle data, software upgrade data, location and movement data are stored. For roadside assistance in case of critical errors after a Remote Software Upgrade, call center agents might contact the customer proactively (e.g. via phone). For this purpose, the customer data that is stored in their ConnectedDrive Account are used and are shared with external service providers for the purpose of roadside assistance alone, if necessary. 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.

<u>What data will be transferred to 3rd parties?</u>	<p>No data is transferred to any 3rd party for the Remote Software Upgrade service. In case of an aborted Remote Software Upgrade where a Roadside Assistance is initiated, vehicle, location and movement data are shared with the 3rd party assistance service. For more details see the Roadside Assistance description.</p>
<u>When will data processed be deleted?</u>	<p>Vehicle maintenance information is stored as part of the vehicle maintenance documentation for the life of the vehicle. It will automatically be deleted at the end of the vehicle life cycle.</p>

Remote Surveillance

Date Revised: 15-December-2021; Version: Release 03/22

Service Description

The service Remote Surveillance provides you with various functions: Remote 3D View and Drive Recorder.

These functions enable you to control the environment of your vehicle, check its settings and to ensure that everything is fine with your vehicle from any perspective.

In Detail:

Via Remote 3D View, the vehicle's cameras generate an image around the car that you can see using the My BMW App. All Remote 3D View data belong to the user. The use of data and of the function is only permitted for private and security purposes. We do not publish Remote 3D View data and, therefore, are not legally liable for any content shared. It is your responsibility to ensure you have the appropriate permissions from any people and/or sensitive institutions captured in the image when sharing your Remote 3D View screenshots.

Via Drive Recorder, a video around the vehicle as you travel is continuously recorded. You can manually trigger the event recorder to save a driving experience. The accident recorder will automatically save when a crash is detected. Both the event and accident video will be recorded (depends on the customer setting). The video is saved for playback on the vehicle onboard display or download to a USB flash drive. Please check your local data protection regulation to ensure your compliance.

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 Remote 3D View, you must add your vehicle to your BMW ConnectedDrive account. Your vehicle must be located in a country where the feature is legally permitted to use, and the vehicle location has to be turned on in the vehicle.For Drive Recorder, you need a 6U3 Live Cockpit Professional + SA5DN + SA6AE (for digital after-market sales).
<u>How-to activate:</u>	<ul style="list-style-type: none">Remote 3D View can be activated via the My BMW App.Drive Recorder is disabled by default. You must start the function, confirm legal disclaimer, and activate functionality under settings. In addition, you must set the time limits for the video capture. You can deactivate the Drive Recorder functionality completely or disable event or accident recorder separately at any time.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">For Remote 3D View and Interior Camera, no data will be stored in the vehicle.For Drive Recorder, no personal data is processed by us. The video and vehicle drive data will be stored only in the vehicle and will be available for download.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none">Remote 3D View captures images using the cameras on the outside of the car and transfers them to the My BMW App upon your request. The images, along with the GPS position of the car (if available and enabled), are saved only in the app.For Drive recorder, no personal data will be stored in the vehicle.

	<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"> • For Remote 3D View and Drive Recorder, 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 Remote 3D View and Interior Camera, you can delete each image data individually in the My BMW App. If the app is uninstalled from your phone, all captured information will be permanently deleted. Images are saved on our server until they are successfully downloaded to the app and will be deleted afterwards. • For Drive Recorder, videos and the corresponding vehicle data can be deleted at any time from the app recordings menu. You can disable the recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu.

Smartphone Integration

Date Revised: 15-December-2021; Version: Release 03/22

Service Description

Smartphone Integration services enable you to use Apple CarPlay and Android Auto within your vehicle.

You can connect your smartphone to your vehicle and use various functions of your smartphone within your vehicle.

In Detail

With Smartphone Integration for Apple CarPlay and Android Auto, you can use the control display to access selected apps from your phone – regardless of whether it has an iOS or Android operating system. You can connect your smartphone wirelessly to your vehicle to make calls, dictate and send messages, and listen to your favorite songs, podcasts, and audiobooks. You can also navigate to your destination with information appearing on the Head-Up Display. By holding down the voice button on the steering wheel, you can also keep your hands on the wheel and use your smartphone's voice assistant. The benefits to you include as follows: Google Assistant on Android Auto helps you to find routes, play your favorite songs and even check the weather, Siri acts as your traveling co-pilot while driving in your BMW by helping with things like sending messages, placing calls and making dinner reservations all while being hands-free and your smartphone's voice assistant is integrated into your BMW in a manner that greatly reduces distractions and allows you to keep your hands on the steering wheel.

For further information about Apple CarPlay and Android Auto, visit <https://www.apple.com/ios/carplay> or <https://www.android.com/auto>, respectively.

We are responsible for the technical interface within your vehicle. Apple, respectively Google is responsible for all content, maintaining the service and its availability as well as all functionality which is displayed from your smartphone in your vehicle via Smartphone Integration. When using Apple CarPlay or Android Auto, your mobile data is used. Therefore, additional data charges may apply. Please contact your mobile network operator for details of these costs.

Please note that each function depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations, service details may differ.

Further Information

<u>Prerequisites:</u>	Smartphone Integration for Apple CarPlay is compatible with Apple iPhone 5 or later generations. Compatibility may be subject to changes, therefore please check: Apple CarPlay . In order to use Android Auto, your vehicle requires a Live Cockpit Plus or Professional with BMW Operating System ID7. In order to use Android Auto wirelessly, you will need a Samsung or Google smartphone with Android 10 or a smartphone with Android 11 from any smartphone manufacturer. The Smartphone must support 5-GHz-Wlan. Compatibility may be subject to changes, therefore please check: https://www.android.com/auto/ .
<u>How-to activate:</u>	Configure your device in the "Settings" menu of the vehicle in the Bluetooth menu. On the Smartphone Bluetooth and Wi-Fi must be activated.
<u>What data will be stored in the vehicle?</u>	The Smartphone Integration with support for Apple CarPlay and Android Auto does not generate or store any data in the vehicle.

<u>What data will be processed or stored in BMW IT systems?</u>	<p>No data will be processed in our IT systems, all data is directly processed on your smartphone.</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 accessible through Smartphone Integration?</u>	<p>Selected data of the vehicle is transferred to your smartphone, e.g. sensor data, vehicle information and input data.</p>
<u>What data will be transferred to 3rd parties?</u>	<p>Vehicle data accessible through the Apple CarPlay or Android Auto may be transferred to 3rd parties by the accessing apps on your smartphone, including native apps on the device.</p>
<u>When will data processed be deleted?</u>	<p>No data is processed or stored in the vehicle or our IT Systems. Any data processed by iPhone or Android Smartphone is deleted according to the terms and conditions / privacy notice of the respective App.</p>
<u>Warranty</u>	<p>Smartphone Integration is permanently available in the vehicle. Support for Apple CarPlay and / or Android Auto cannot be guaranteed permanently due to potential future technical developments (e.g. of the smartphones and / or smartphone operating systems). Consequently, the warranty is given only to known smartphones and smartphone operating systems that have been known at the point of the vehicle purchase.</p>

Technical Basis, Repair & Maintenance

Date Revised: 03-March-2022; Version: Release 07/22

Service Description

Technical Basis, Repair & Maintenance services provide you with various functions: Teleservices, Customer Hotline, Extendable Car Communications (xCC), Evaluation of Diagnostic Data, Repair and Maintenance, Services for Independent Providers, Sensor Data Usage Information, Smart Maintenance, Future Mobility Solutions, eSIM, WLAN Hotspot and MyInfo.

These functions enable you to contact help, or us to contact you, in case of an accident, malfunction or questions regarding our products. You will receive information about your vehicle and its status. You can easily communicate with the environment via your vehicle.

In Detail

Via Teleservices, you and your preferred service center will be provided with all relevant vehicle information in the event of maintenance requirements, malfunctions or other vehicle needs. Your service center, dealer or BMW utilizes this information to take appropriate action, for example to contact you to schedule an appointment. Furthermore, specialists support and contact you when required quickly and professionally to stay mobile.

The service contains different features:

Via Teleservices Call, we can already identify the cause of a fault in your vehicle remotely and contact you (either ourselves or through a subcontractor or your service center or dealer) to take appropriate action, e.g. to organize a service appointment proactively, regardless of whether or not a fault message has already been displayed in your vehicle. Breakdowns can also be reduced by identifying the condition of individual vehicle components. Besides, status information for selected components is displayed in the My BMW App if you have connected your vehicle to the My BMW portal or the My BMW App or directly in your vehicle. To prepare a workshop visit, service centers or other specialists can access current vehicle data.

Via Service Partner Management, we initially assign a service center (which may be a BMW authorized dealer) to your vehicle and – if necessary – automatically correct this based on the last service appointments.

Via Roadside Assistance Call, you can contact our Roadside Assistance directly from the vehicle or the My BMW App (e.g. in case of a malfunction). All relevant data on the vehicle status as well as your current position will immediately be transmitted to the mobile service agent and a voice connection will be established. In case you contact Roadside Assistance via a different channel, the agent can also access the relevant data remotely.

Via BMW Accident Assistance Call, you receive help in the event of minor accidents. The vehicle identifies the damage and notifies you on the control display. In addition, you can contact a specialist at BMW Accident Assistance as well, which will receive all relevant data regarding the accident.

Via Teleservices Report, technical data is regularly transferred to us from the vehicle and evaluated in order to support the further development of our products, as well as to ensure mobility, product quality, and product conformity (noting that your consent may be provided or withdrawn at any time via the relevant menu).

Via Customer Hotline, you can ask us questions about us or our products or request certain services. The hotline connects you with a customer service agent, who will provide you with a response to your question(s).

Via Extendable Car Communications (xCC), you will receive important notifications from us directly in your vehicle. If your vehicle requires a visit to the service center because of a recall, a technical action or other relevant cases, we will send the message to your vehicle in addition to your other communication channels.

Via Evaluation of Diagnostic Data, vehicle diagnostic data is evaluated and transmitted to us to improve product quality and safe operation with regard to security.

Via Sensor Data Usage Information, we are able to enhance service data quality and product development. Therefore, vehicle sensor data of the surrounding traffic infrastructure, the vehicle status and additional usage information are being evaluated within the vehicle and transferred to us.

Via Smart Maintenance, maintenance requirements, malfunctions, or other vehicle needs can be identified. With your consent, technical data from your vehicle is evaluated and transmitted to us at regular intervals in order to identify maintenance requirements. Information about maintenance requirements is communicated directly to you via your vehicle, the MyBMW / MINI App or by your service centers or further specialists.

BMW also markets combinations of the above services, including under the service description Proactive Care. Proactive Care incorporate parts (or all) of the services described above as Teleservices, Teleservices Call, and Smart Maintenance, and other services.

For the purpose of developing Future Mobility Solutions, the individual mobility behavior is transferred to us.

Via eSIM, you will be able to rely on your personal mobile connection technology in every BMW. The service offers telephony via eSIM and a personal hotspot (subject to your entry into a services contract with a mobile telecommunications network operator and fulfilment of any other prerequisite requirements set out below). The service is based on your BMW ID for you to use in your own vehicle, or when you borrow a vehicle. We are not liable for services provided by the mobile telecommunications network provider.

MyInfo provides the option of transmitting destination addresses, phone numbers and notes from a personal computer directly to the vehicle via your ConnectedDrive account. Depending on the technical capabilities of the vehicle, you can send addresses directly to your vehicle from the My BMW App. If a phone number is included, the phone number can be dialed directly in the vehicle and a phone call is established the mobile telephone connected to the vehicle, according to the conditions of the mobile phone contract provider.

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 Teleservices (and Teleservices Call), an active BMW ConnectedDrive contract, the optional equipment SA6AE "Teleservices", and an active SIM card are required. Furthermore, the vehicle must be in standard condition, has been serviced or retrofitted according to the manufacturer's
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	<p>specifications and is not subject to any unusual or rapidly changing conditions of use or ambient conditions.</p> <ul style="list-style-type: none"> • Customer Hotline is part of the Teleservices package. • For Extendable Car Communications (xCC), you need a vehicle equipped with Teleservices (SA6AE). • For Evaluation of Diagnostic Data, Sensor Data Usage Information and Future Mobility Solutions, the service details may differ depending on the technical equipment and capabilities of the vehicle. • For Smart Maintenance, your vehicle must feature ConnectedDrive, SA6AE Teleservices, and an active SIM card installed in the vehicle. Depending on the model and market, your vehicle features the "Smart Maintenance" entry in the data protection menu under the ConnectedDrive menu item. • For eSIM, you need a compatible vehicle with SA6AE and SA6PA, a ConnectedDrive contract and a BMW ID. Furthermore, you need a mobile telecommunications (phone and data) contract that supports the service. Whether a specific tariff of the participating mobile network provider supports this service, has been specified in the relevant contract. Please consult your mobile telecommunications network provider in case of doubt. • For MyInfo, no prerequisites are necessary. To use MyInfo with Google Maps, you must have a Google account and link your BMW Assist to that account.
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> • Teleservices (and Teleservices Call), Customer Hotline and Extendable Car Communication (xCC) are activated by default. • Evaluation of Diagnostic Data is always active when ConnectedDrive is active. • For Sensor Data Usage Information, the transmission of data can be controlled via the data privacy menu that allows activation or deactivation for each use case separately. • For Smart Maintenance, data transmission is deactivated by default and can be activated via the data privacy menu that allows activation or deactivation for each use case separately. • For Future Mobility Solutions, the transmission of data can be controlled via the data privacy menu that allows activation or deactivation for each use case separately. • eSIM is switched off by default. Activation and service management can be reactivated or changed using the corresponding front ends. Activation is carried out by the mobile network provider. • MyInfo is activated by default. However, you must activate the Send to Car service in the ConnectedDrive – Remote Cockpit to allow external partner to send requested information directly to your car.
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • For Teleservices (and Teleservices Call), the date the last Teleservice Call was sent will be stored in the vehicle. For BMW Accident Assistance, location data and information about the accident will be stored in the vehicle as well. • For Customer Hotline and Future Mobility Solutions, no data will be stored. • For Extendable Car Communication (xCC), the xCC message will be stored. • For Evaluation of Diagnostic Data, data for the verification of integrity and security will be stored. • For Repair and Maintenance Services for Independent Providers, the transmission date of the last Teleservice Call will be stored in the vehicle. Furthermore, location data and crash details will be stored for Accident Assistance. • For Sensor Data Usage Information, vehicle error entries and system status information will be stored.

	<ul style="list-style-type: none"> • For Smart Maintenance, identification data for the vehicle, dynamic vehicle data and data about maintenance requirements will be stored. • For eSIM, authentication information, contact and account data will be stored. • For MyInfo, address data will be stored.
<u>What data will be processed at BMW touchpoints?</u>	<ul style="list-style-type: none"> • For eSIM, authentication data, phone data, vehicle and account data will be processed.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> • For Teleservices (and Teleservices Call), vehicle information, status and technical data will be stored. For BMW Roadside Assistance, BMW Accident Assistance, and Service Partner Management, location data will be stored additionally. • For Customer Hotline, voice call may be recorded for quality assurance purposes, if you consent to it. Depending on your request, further data may be stored. Vehicles equipped with Live Cockpit Professional process vehicle information (deleted after the call is complete). • For Extendable Car Communication (xCC), customer and message data will be stored. • For Evaluation of Diagnostic Data, data collected in the vehicle is transmitted in aggregated form to the back end and analyzed there for anomalies specific to the vehicle (vehicle specific technical campaign necessary to restore integrity and security; continuously improve the safety of products and services with pseudonymized data). • For Sensor Data Usage Information, anonymized vehicle sensor data and usage information will be stored in our systems for non-personalized services. For personalized services, a customer identification number may be transmitted, together with vehicle context, which are relevant for the respective use case. • For Smart Maintenance, vehicle information, status and technical data will be stored. • For Future Mobility Solutions, vehicle, personal, position and movement and sensor data will be stored. • For eSIM, authentication information, contact and account data will be stored. • For MyInfo, address data will be transferred to the vehicle. <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>	<ul style="list-style-type: none"> • For Teleservices (and Teleservices Call), anonymized data of a BMW Roadside Assistance call may be transmitted to third parties including BMW's service providers. Data like maintenance requirements can be forwarded to or accessed by your preferred service center, which can be selected or commissioned by you. • For Customer Hotline, Extendable Car Communication (xCC), Evaluation of Diagnostic Data, Future Mobility Solutions and MyInfo, no data will be transferred to 3rd parties. • For Sensor Data Usage Information, only anonymized traffic infrastructure data such as road signs and local hazards are transmitted to map providers for the purpose of map building. • For Smart Maintenance, information about maintenance requirements may be passed on to your preferred service center, which can be selected or commissioned by you. Furthermore, your data is not passed on to 3rd parties unless you have expressly consented to this. • For eSIM, authentication information and SIM card data is exchanged with your mobile phone provider to activate and operate the service. •

When will data processed be deleted?

- For Teleservices (and Teleservices Call), data is retained until a specific maintenance requirement has been identified and communicated, and the processing of all procedures has been completed.
- For Customer Hotline, data will be processed and deleted (depending on your request).
- For Extendable Car Communication (xCC), recall campaigns, including vehicle data, will be deleted automatically. Analytics will be anonymized.
- For Evaluation of Diagnostic Data, vehicle-specific data, data to perform technical campaigns and to improve products and services will be deleted after completion of the analysis or completion of the campaign.
- For Sensor Data Usage Information, logging files of the technical infrastructure are deleted automatically. Personalized data is stored only as long as it is necessary for the respective service.
- For Smart Maintenance, data is retained until a specific maintenance requirement has been identified and communicated and the processing of all procedures have been completed.
- For Future Mobility Solutions, data will be automatically deleted or upon customer's request.
- For eSIM, data stored at our backend is automatically deleted when the service is deactivated. Data in the vehicle is automatically deleted when the service is deactivated or your personal BMW ID is deleted from the vehicle. Furthermore, it is possible to delete all data in a vehicle by resetting the vehicle to factory settings.
- For MyInfo, address data stored in the vehicle may be deleted at any time in the corresponding in-vehicle menu. Address data stored in our IT systems will be deleted automatically.

Traffic Camera Information

Date Revised: 15-December-2021; Version: Release 03/22

Service Description

Traffic Camera Information service provides warnings about upcoming safety cameras. The service warns you about static and mobile safety cameras on your journey, such as speed cameras, red light cameras or high-risk zones.

In Detail

Traffic Camera Information service provides warnings about upcoming safety cameras to the driver, such as static speed, red traffic light and average speed enforcement cameras. The function provides safety and awareness, reminds the customer to drive carefully, protects driver and other drivers about unforeseen surprises. You will receive a warning in the instrument cluster or HUD (head-up display) when you are approaching recognized safety cameras. The warning disappears after passing the location. Advantages include: Visual warnings in the instrument cluster or head-up display, alerted in advance about safety enforcement cameras on the road ahead, advanced information aims to make you aware of potential accident blackspots and can help you to safely approach such locations and information serves as a gentle reminder to review your speed and check the speed limit of the road.

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>	For Traffic Camera Information, you need a 6U3 Live Cockpit Professional and a SW version (beginning 07/19).
<u>How-to activate:</u>	The service is automatically activated once you have purchased a subscription and followed the activation steps explained in the BMW Shop. The service will automatically warn you about traffic cameras. You can disable the feature in the Traffic Camera Information app menu.
<u>What data will be stored in the vehicle?</u>	The setting configuration to select where you would like to receive the warning (instrument cluster or head-up display) is stored in the vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	The approximate position of the vehicle (not exact position) is collected (pseudonymized). 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.
<u>What data will be transferred to 3rd parties?</u>	No data will be transferred to 3 rd parties.
<u>When will data processed be deleted?</u>	The approximate position of the vehicle is stored in pseudonymized form only and will be automatically deleted. Settings can be deleted at any time in the vehicle by the customer.

Vehicle Apps

Date Revised: 15-December-2021; Version: Release 03/22

Service Description

Vehicle Apps is an internet-based mobility service that connects you to the world. The service enables you to stay up-to-date and use apps like News or Weather abroad.

In Detail

Vehicle Apps provides various information services. We aim to provide an advanced and high-quality range of information services. To ensure that this aim is met, the information services provided undergo regular review. As a result, new information services and functionalities may be added but also individual information services or functions may be removed from the Vehicle Apps portfolio temporarily or even permanently.

This service may include the following apps:

- Via News, you can consume current news from different categories, provided in natural language audio or by text with the option to have them read out to you. With your ConnectedDrive account you can view your personal RSS-feeds in our portal and choose to opt-in to advanced personalization.
- Via Weather, you have a detailed daily preview as well as an outlook for the next days (at any location). Weather warnings will notify of you of any storms.
- Online Mail allows you to receive and send emails in the car. Email wizards are offered for the most common email providers, as well as the opportunity to manually configure an e-mail account.
- Via Online Destinations, you will always find updated destinations and the latest information about them. If your phone is connected to the vehicle, the search will also search phone contacts for matches if the contacts are enabled in the My BMW App or vehicle. You can flag your favorite destination, search for new destinations within the app and simply send them directly to your BMW.
- Via Fuel Price Search, you can look for gas stations, filtered by fuel type. This function is also available for charging stations.
- Via Learning navigation, you can control whether location data for the intelligent mobility assistant is collected from the vehicle.
- Via Received destinations, you have the option of directly viewing, deleting, saving as favorites, or starting route guidance to the destinations and planned appointments you have sent to the 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, 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>	For Vehicle Apps, you need the ConnectedDrive Services package (6AK), Connected Package (6C1), Connected Package Plus (6C2) and Connected Package Professional (6C3/6C4).
<u>How-to activate:</u>	You will find this function in your vehicle under apps.
<u>What data will be stored in the vehicle?</u>	For Vehicle Apps, no data will be stored in the vehicle.

<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<p>For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app.</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>
<p><u>What data will be transferred to 3rd parties?</u></p>	<p>For Vehicle Apps, anonymized data will be shared and used to deliver personalized content and service improvement (News). Furthermore, personalization actions, online internet search, mobility profile and destinations learned will be transferred to 3rd parties.</p>
<p><u>When will data processed be deleted?</u></p>	<p>Data processed for the services will either be automatically deleted, deleted at your request, or removed by you.</p>