

BMW

Terms & Conditions

BMW Connected Drive

Date Revised: 24-February-2023; Version: Release 07/23

1. BMW Digital Services and BMW Connected Drive Contract

1.1 BMW Australia Ltd (ABN 11 004 675 129) of 783 Springvale Road, Mulgrave VIC 3170 (hereinafter "BMW") provides the customer with vehicle related information, auxiliary services, and the temporary or permanent activation of additional functions (hereinafter altogether "Services") under the name "BMW ConnectedDrive" in accordance with these General Terms and Conditions of Business and Use (hereinafter "Terms and Conditions"). BMW may from time to time provide the Services with the assistance of members of the BMW Group which are its related bodies corporate (as that term is defined by the Corporations Act 2001 (Cth) (each a "BMW Group company").

1.2 In order to make Services available to the customer, the commencement 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 provides access to the BMW digital base Services (standard equipment) (hereinafter "Base Services") as set out in the equipment list of the respective BMW vehicle (hereinafter "Vehicle") for the customer without any additional payment obligation.

Additional Services under the BMW ConnectedDrive contract can be ordered (depending on the selected Vehicle equipment) when purchasing the Vehicle or subsequently via the BMW Connected Drive online store or the BMW Connected Drive in-vehicle store (hereinafter jointly "BMW Store"). For any such subsequent purchase, it is necessary to create a BMW ID within the BMW ConnectedDrive customer portal ("My BMW Portal") and to map the respective Vehicle to this BMW ID (for further information see section "My BMW Portal and BMW Store").

1.3 If the customer orders a Vehicle from its seller (BMW authorised dealer or BMW subsidiary) with the standard or optional equipment required for a specific Service, the seller delivers at the same time a BMW offer to commence a BMW ConnectedDrive contract for the use of Services for the customer to accept.

a) If a Service is part of the standard equipment of the new Vehicle, the BMW ConnectedDrive contract between the customer and BMW comes into effect at the same time as the purchase contract for the new Vehicle between the customer and the seller.

b) If a Services is exclusively part of the optional equipment of the new Vehicle, the BMW ConnectedDrive contract between the customer and BMW comes into effect when the first Service is activated by BMW after the first registration of the new Vehicle or upon the delivery of the Vehicle (whichever occurs later).

1.4 The customer receives a declaration of acceptance for the Services supplied with the Vehicle at purchase in addition to the order confirmation. The customer receives a separate declaration of acceptance for the Services ordered after purchase/delivery in the BMW Store. If the customer does not receive an express declaration of

acceptance, acceptance is granted by activation of the respective Service.

- 1.5 A SIM card is installed in the Vehicle during original production. It may be deactivated at the request of the customer at any time by an authorised BMW dealer, a BMW subsidiary or an authorised BMW workshop. The deactivation of the SIM card disables all Services.
 - a) If the customer requests such deactivation of the SIM card before the new Vehicle is handed over, this is recognized as withdrawal from the commenced BMW ConnectedDrive contract.
 - b) The deactivation of the SIM card does not automatically disable the functionality of already activated functions as described in the second subsection of the section "Description and availability of the services". If a part of such function requires an online data connection, this part will no longer be available after deactivation of the SIM card.

2. My BMW Portal and BMW Store

- 2.1 BMW (or a BMW Group company) provides the customer with the My BMW Portal and the BMW Store free of charge in accordance with these Terms and Conditions.
- 2.2 The use of the My BMW Portal and the BMW Store requires the creation of a BMW ID by the customer.
- 2.3 Via the My BMW Portal, the customer can view the status of the Services activated for their Vehicle and manage them. For this purpose, it is necessary to link the customer's BMW ID to the respective Vehicle by transmitting the vehicle identification number and individually selectable identification features to BMW via the My BMW Portal.
- 2.4 The purchase or the extension of Services in the BMW Store is conditional upon the following: a current, valid BMW ConnectedDrive contract, the registration of the customer in the My BMW Portal, a link between its respective Vehicle and its BMW ID, and the provision of address and payment data.

3. Description and availability of the Services

- 3.1 The scope of the individual Services, their terms and availability are described in detail during the booking process and as an appendix to these Terms and Conditions (hereinafter "Service Descriptions"). BMW also offers some Services bundled in form of subscriptions. The costs of the Services are shown by BMW during the booking process either for an individual Service or for several Services together.
- 3.2 As far as a Service needs a temporary or permanent activation of an additional function, the customer will be provided 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 such a Service.
- 3.3 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 are specified in the respective Service Descriptions as current at the time of purchase of such Service.
- 3.4 The Services are provided via an online data connection enabled by a SIM card installed in the Vehicle and are dependent on the functionality and operation of the mobile network for the installed SIM card (for instance, the

availability of 3G or 4G spectrum). Where mobile network functionality or spectrum ceases to be available, the SIM card installed in the Vehicle will cease to function. To the extent possible at law, BMW expressly excludes any warranties regarding the availability of mobile spectrum or the availability of Services which depend upon the use of the SIM card installed in the Vehicle where such spectrum ceases to be available.

- 3.5 Some Services require an online data connection permanently, other Services only temporarily (e.g. for transmission of an activation code). The Services are therefore in some cases spatially limited to the reception and transmission of the radio stations for the respective network. The Services can therefore also be affected by physical hindrances, in particular by atmospheric conditions, topographical features, the position of the Vehicle and obstacles such as bridges and buildings.
- 3.6 Disruptions to the Services may result from factors outside of BMW's control including force majeure, strikes, lockouts, 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 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 remedy such faults and any faults caused by malfunctions of the software relevant for the Service stored in the customer's Vehicle (so-called bugs) or to work towards their elimination without undue delay, however it is inevitable that some disruptions may occur. 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 "Remote Action"), provided that all of the following conditions are met:
- a) The rectification of the fault has no negative effect on the operational safety of the customer's Vehicle;
 - b) It is to be expected that the Remote Action will 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 as to be carried out previously in a fault-free state); and
 - d) It is expected that the Remote Action will not cause undue impairments to the customer (e.g. longer-term failures of more than 10 (ten) minutes per attempt of a Remote Action, disruptions of other Services, even short-term failures of other vehicle functions, or to loss of personal settings or data of the customer).
- 3.7 Subject to the conditions set out in the previous subsection, BMW is also entitled to carry out Remote Actions to comply with statutory provisions, to eliminate malfunctions of software stored in the Vehicle and to remedy security loopholes.
- 3.8 If a Remote Action is not feasible for technical reasons, in particular due to insufficient mobile data connection or due to temporary vehicle conditions (e.g. vehicle conditions that are not suitable for the respective Remote Action, such as parking/living/driving; locking/unlocking the Vehicle during the Remote Action), BMW may repeat the Remote Action once it becomes feasible to do so.
- 3.9 BMW may indicate to the customer via the Vehicle's central information display the availability of Remote Software Upgrades (provision of software updates over the air) 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 is provided to the customer as part of the notification of its availability.

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 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 Services, and BMW accepts no liability in connection with in appropriate use of the Services including use that is not in accordance with the BMW ConnectedDrive contract.
- 4.3 The BMW ConnectedDrive contract between BMW and the customer as well as 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 Store

- 5.1 The customer can order further BMW ConnectedDrive Services in addition to the Base Services either directly with the purchase of the new Vehicle or subsequently via the BMW Store. BMW makes offers of these additional Services via the BMW Store is to customers in Australia.
- 5.2 Offer and commencement of contract when booking Services via the BMW Store
 - a) The customer must be registered with the My BMW Portal.
 - b) BMW offers the customer various Services via the BMW Store.
 - c) Details of the Service in question are specified in the respective Service Description, details concerning its price and duration are shown in the BMW Store.
 - d) A binding order between BMW and the customer for the supply of a Service comes into effect as soon as the customer clicks on the button "Order now with payment" (at the price indicated).

For a right of revocation as a consumer please see section "Right of revocation for consumers".

5.3 Compliance and sanction lists

BMW may refuse, or if already concluded immediately terminate, an order for Services in the event of the customer being subject to sanctions (for further information and consequences see section "Duration and Termination of the BMW ConnectedDrive contract and Services").

5.4 Provision and activation of Services

After the Service is ordered, a provisioning file is sent via data connection to the Vehicle and the Service is activated. 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 can be carried out.

5.5 Payment

- a) The stated prices are Australian Dollar (AUD) prices including goods and services tax and any other statutory charges (if applicable).
- b) The customer is in default of payment if he/she has not paid within 30 (thirty) days of the invoice date.
- c) 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 authorization to the affected Services until the customer has fulfilled his/her payment obligation.
- d) The customer may only offset against claims by BMW if the customer's counterclaim is undisputed or has been legally established. This does not apply to a counterclaim based on intent. The customer may only assert a right of retention if this is based on claims arising from the contractual relationship with BMW.

6 Sale or permanent transfer of the vehicle

- 6.1 The customer may not transfer its existing BMW ConnectedDrive contract to a third party without the consent of BMW, even if the customer sells or permanently transfers his/her Vehicle to a third party.
- 6.2 If the Vehicle is sold or permanently transferred to a third party, the customer must end the link between the Vehicle and his/her user account via the My BMW Portal and delete all personal data stored.
- 6.3 The customer is obliged to inform the third party to whom he/she sells or permanently transfers his/her Vehicle of all active and deactivated Services.

7. Duration and Termination of the BMW ConnectedDrive contract and Services

- 7.1 The BMW ConnectedDrive contract applies unless terminated by the customer or BMW.

The customer may terminate the BMW ConnectedDrive contract at any time with a one-month notice period. In this case, all Services with indefinite duration end with the BMW ConnectedDrive contract.

BMW may terminate the BMW ConnectedDrive contract with a one-month notice period. In this case, the BMW ConnectedDrive contract remains in force and effect for any ongoing Service with limited duration until the term of the respective Service has lapsed and/or for any Service with an indefinite duration until such can be terminated.

- 7.2 Base Services are commenced with an indefinite duration. The duration of any additional Service is determined by the individual contract for the respective Service, either with limited duration with a maximum of 2 (two) years or with indefinite duration with a one-off payment or a monthly payment or as otherwise stated in the BMW Store when ordering the relevant Service.
- 7.3 A Service with limited duration ends with the expiry of its term. If offered by BMW, the customer can renew such Service for a new term.
- 7.4 Except with respect to Services set out in the subsequent subsection, a Service with an indefinite duration can be ordinarily terminated with a one-month notice period by the customer at any time and by BMW at the earliest 5 (five) years after its commencement, in each case without any reimbursement.
- 7.5 A Service with an indefinite duration and recurring payments by the customer can be terminated:
 - a) by the customer at any time with effect from the date of the next due payment;

- b) by BMW with a one-month notice period provided that BMW may terminate at the earliest 1 (one) year after the commencement of the respective Service;
- c) immediately by BMW if a customer has not fulfilled a due payment obligation due to the expiry of their means of payment and BMW had previously notified the customer of the upcoming expiry and its consequences at least four weeks in advance; the fifth subsection of the section "Booking additional Services via the BMW Store" shall remain unaffected.

- 7.6 If the Vehicle is sold or passed on to a third party, the customer can terminate a Service with limited duration with a six-week notice period without the right to any reimbursement by BMW.
- 7.7 Services can be deactivated by the customer at any time by having the SIM card deactivated, thereby ending the obligation of BMW to provide affected Services without the right to any reimbursement by BMW in relation to such deactivation. This does not apply to legally required functions or provisioning of data.
- 7.8 BMW may suspend, cancel or terminate Services or the BMW ConnectedDrive contract as a whole in the event of the customer being or becoming subject to sanctions (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 Australian Commonwealth Department of Treasury, the United Nations Security Council, the European Union, Her Majesty's Treasury)). Such right can only be exercised, if BMW is no longer permitted to provide the respective Services to or to continue the BMW ConnectedDrive contract with the customer. 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), provided that BMW's liability to the customer in such a situation will be limited a maximum of any amounts actually paid by the customer to BMW for the suspended, cancelled or terminated Services.

8. Contact

- 8.1 The BMW ConnectedDrive customer support can be reached at cdsupport_au@bmw.com.au. The BMW ConnectedDrive hotline is available from Monday to Friday from 08:30 to 20:30 hours on 133 269.

9. Liability

- 9.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 9.2 No provision of the BMW ConnectedDrive contract shall exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified.

- 9.3 BMW accepts no liability for the accuracy and relevance of the data and information transmitted via the Services.
- 9.4 To the extent possible under applicable laws and regulations, BMW shall not be liable for the consequences of malfunctions, interruptions, and functional impairments of the Services, in particular in the cases of physical hindrances and disruptions of services.
- 9.5 To the extent possible under applicable laws and regulations, BMW's liability in connection with a Service (including in relation to breach of contract, negligence, or breach of a statutory guarantee) is limited to an obligation to supply the Services again, or the payment of the costs of having the Services supplied again.
- 9.6 To the extent possible under applicable laws and regulations, neither BMW nor the customer will have any liability arising out of the BMW ConnectedDrive contract or in connection with the Services for any special, punitive, indirect or consequential loss or damage, including any loss of profit, loss of anticipated savings, loss of goodwill, internal administrative costs or loss of bargain.
- 9.7 The personal liability of BMW's legal representatives, vicarious agents and employees for damage caused by them is also limited to the extent described in the preceding sections of this clause 9.

10. Data processing and security

- 10.1 BMW collects, stores and uses personal information of its customers to the extent necessary to provide the respective Service and based on other adequate legal bases (e.g. consent). An overview of each Service including the processed data categories can be found in the respective Service Description (annexed to these Terms and Conditions). Details on the processing of personal information can be viewed in the separate Legal Notices on Data Protection.
- 10.2 BMW will, collect, use, disclose and handle customers' personal information in accordance with its Privacy Policy, which is available at www.bmw.com/en-au/footer/privacy.html or by calling 133 BMW (133 269). This may include sharing your personal information with other BMW Group Companies, authorised BMW or MINI dealers or other third parties associated with BMW, such as our service providers. These parties may be located outside Australia, including in Germany, The Philippines and the United States of America. BMW's Privacy Policy also contains information about how you can make access or correct your personal information, make a privacy complaint, and the extent to which we disclose personal information to overseas recipients.
- 10.3 For some functions, only the customer can decide and control whether and to what extent these are activated and can be used in connection with the Vehicle. Some of these functions may also affect other vehicle users and their data. In this case, it is the customer's responsibility to inform other vehicle users about the processing of their personal information, e.g. by referring to the Legal Notices on Data Protection.
- 10.4 If the customer does not provide their correct personal information BMW may not be able to provide a Service.

11. Right to modify

- 11.1 BMW reserves the right to modify the scope of the BMW ConnectedDrive contract, if the modification is reasonable for the customer with regard to the overall scope of the agreed contract and as far as such modification is necessary for the elimination of subsequently arising equivalence disturbances, to adapt to

changes of the legal situation or technical requirements for BMW or for operational reasons where those operational reasons do not unfairly prejudice the interests of the customer.

In the event of a more extensive modification of the scope of the BMW ConnectedDrive contract, of which the customer can be notified in writing or via an electronic communication channel, the customer may terminate the BMW ConnectedDrive contract within six weeks of receipt of the notification of the modification and have it deactivated free of charge via the BMW ConnectedDrive Hotline. The refund is made on a pro rata temporis basis.

- 11.2 A corresponding right to modify applies to non-essential amendments to the Terms and Conditions. Any such amendments shall be published at least six weeks before their intended date of entry into force. If the customer has agreed an electronic communication channel with BMW (e.g. via the BMW ConnectedDrive customer portal "My BMW Portal"), the amendments can also be communicated in this way. They become part of the Terms and Conditions if the customer does not expressly object to BMW before the intended date of entry into force of the amendments. BMW will expressly inform the customer of the consequences of not objecting to the amendments in its offer to modify the Terms and Conditions.
- 11.3 BMW may also reasonably 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 and such modification is made for a valid reason (e.g. necessary for the elimination of subsequently arising equivalence disturbances, to adapt changes to the legal situation, to adapt the digital content or digital services to a new technical environment or for other important operational reasons or technical requirements for BMW). The customer will be notified in writing or via an electronic communication channel about the modification. The customer may terminate an affected Service extraordinarily within 30 days of receipt of the notification of the modification, if such modification impairs the use of the Service except if the impairment is insignificant.

12. Place of jurisdiction, applicable law and dispute resolution

- 12.1 The governing law of the BMW ConnectedDrive contract and these Terms and Conditions is the law of Victoria, Australia.
- 12.2 The parties submit to the courts and tribunals having jurisdiction in Victoria, Australia as the exclusive place of jurisdiction for all claims arising in connection with the BMW ConnectedDrive contract and these Terms and Conditions.

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

1. Scope of Application, Contracting Partner

BMW Store 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 Store (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 Store

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 Store 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 Inclusive 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 Store 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 Store 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 Store 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 Store. 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

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

BRAND	SERVICE
- BMW	AirConsole
- BMW	BMW Digital Premium
- BMW; MINI BMW; MINI	Concierge Services Concierge Services
- BMW; MINI BMW; MINI BMW BMW BMW; MINI	Connected E-Mobility Charging Management Public Charging Plug & Charge eDrive Services
- BMW BMW	Digital Key Comfort Access with BMW Digital Key
- BMW BMW BMW BMW	Exterior Camera-based Services Drive Recorder Anti-Theft Recorder Remote 3D View
- BMW; MINI BMW; MINI	Intelligent eCall and Legal eCall Intelligent eCall
- BMW BMW BMW BMW	Intelligent Personal Assistant BMW Intelligent Personal Assistant Intelligent Functions InCar Experience
- BMW; MINI BMW; MINI BMW; MINI BMW; MINI	Interior Camera Anti-Theft Recorder (Interior) Remote Inside View Snapshot
- BMW; MINI BMW; MINI BMW; MINI BMW; MINI	Maps Map Update Routing Real Time Traffic Information (RTTI)
- BMW BMW	Personalization Personalization with ID7/ID8
- BMW; MINI BMW; MINI BMW	Remote Control Remote Services Remote Engine Start

- BMW [Remote Software Upgrade](#)
BMW Remote Software Upgrade
- BMW; MINI [Repair & Maintenance](#)
BMW; MINI TeleServices Call
BMW; MINI RMI Services*
BMW; Smart Maintenance*
- BMW; MINI [Smartphone Integration](#)
BMW; MINI Smartphone Integration
- BMW; MINI [Technical Basis](#)
BMW; MINI Customer Hotline*
BMW eSIM
BMW; MINI Evaluation of Diagnostics Data*
BMW Extendable Car Communications (xCC)
BMW; MINI Future Mobility Solutions*
BMW High Voltage Warn Call
BMW; MINI MyInfo*
BMW Sensor Data Usage Information*
- BMW; MINI [Vehicle Apps](#)
BMW; MINI Vehicle Apps
- BMW [Video Streaming](#)

* Base Service

AirConsole

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Service Description

AirConsole enables you to play entertaining and easy to learn games, controlled with your smartphone. You can play games in single player mode, or together with others inside your vehicle in multiplayer mode. AirConsole contains various game categories, such as quizzes, sports and racing.

In Detail

When opening the AirConsole App, your session code will be shown on the in-car screen. To start playing, you connect your smartphone (and, in multiplayer mode, the smartphones of your fellow player(s)), either by entering the session code in the AirConsole App, or by scanning the QR Code shown on the in-car screen. Whether you are charging your car or waiting for your car passengers, you can choose from a range of different games to play alone or together – directly in your BMW. The content offered in AirConsole may vary depending on your location.

We are only responsible for the availability of the technical interface within your vehicle. The content provider is responsible for all its provided content and its availability.

Please note that each Service and its functions depends on availability and legal restrictions in force in the vehicle's location of use.

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

Please consider the laws, regulations and road rules that are effective in the place of the vehicle's use to ensure that use of gaming features using AirConsole is permitted. In particular, BMW strongly recommends that AirConsole not be used if doing so may distract the driver of the vehicle or other road users, and it should not be used while the vehicle is not stationary.

Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none">• For AirConsole, you need a vehicle with at least BMW Operating System (OS) 8.5, plus:<ul style="list-style-type: none">- for OS 8.5, a Connected Drive Professional package; or- starting with OS 9, an active BMW Digital Premium subscription (which, in turn, requires that the SIM Card installed in the vehicle has not been permanently disabled by the vehicle's owner or their authorized representative).
<u>How-to activate:</u>	<ul style="list-style-type: none">• Starting with OS 9, AirConsole is included in the BMW Digital Premium subscription and activated once the subscription is activated.• With OS 8.5, AirConsole is activated by default.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">• No personal data is stored in the vehicle.• For AirConsole, cookies and temporary game data are stored within the browser cache of the vehicle until deleted manually.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none">• Anonymized statistics and performance relevant data are processed and stored to guarantee proper service operation.

<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none">• Specific data required by the content providers can be routed directly from our IT systems to these content providers. Our IT systems do not permanently store this data.
<u>When will processed data be deleted?</u>	<ul style="list-style-type: none">• For deleting the browser cache data, you can either use factory reset for the vehicle, or delete your user profile, or click on "Delete browser data" within the AirConsole option menu. All data processed in our IT system will then be deleted automatically.

BMW Digital Premium

Date Revised: 03-01-2023; Version: Release 07/23

Service Description

BMW Digital Premium enables the experience and use of digital content and features in the vehicle in return for a one-off or recurring payment.

In Detail

BMW Digital Premium includes continuously updated and changeable content and features. The scope and availability of the current individual features are described in detail in the following service descriptions (specified as BMW Digital Premium) and during the booking process. The changeability can be experienced through improvements, further developments and new visualizations of existing content and features, their removal or through the integration of new digital content and features.

BMW Digital Premium includes access to a third-party app store featuring apps from different categories (including music and audio, news and magazines, games, entertainment), extended navigation and parking assistance features, extended personal assistance features and additional vehicle-specific individualization features and settings. Use of the third-party app store, and purchase of goods and services from that store, is subject to terms and conditions imposed by the app store operator. BMW is not responsible in connection with the use of the third-party app store or any goods and services purchased from it.

Please note that each Service and its functions depends on availability and legal restrictions in force in the vehicle's location of use.

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

Please consider the laws, regulations and road rules that are effective in the place of the vehicle's use to ensure that use of any applications acquired from the third-party app store is permitted. In particular, BMW strongly recommends that such applications not be used if doing so may distract the driver of the vehicle or other road users, and not while the vehicle is not stationary.

Further Information

<u>Prerequisites:</u>	The possibility to purchase BMW Digital Premium depends on the vehicle's hardware and software and can be checked in the ConnectedDrive Store after linking the vehicle VIN (vehicle identification number) to the BMW ID. If the offer "BMW Digital Premium" is displayed as bookable in the ConnectedDrive Store, the vehicle is enabled for the service.
<u>How-to activate:</u>	If the vehicle is enabled for the service and the first user has linked the vehicle VIN to the BMW ID, an activation token is sent to the vehicle and automatically activates a time-limited free trial period. The free trial period ends automatically. BMW Digital Premium can be purchased within 14 days prior to the end of the free trial period.

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>	<p>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.</p> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	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: 01.12.2022; Version: Release 07/23

Service Description

Connected E-Mobility services provide you with various E-Mobility functions: Charging Management, Public Charging, Plug and Charge 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.

“Plug and Charge” functionality is not currently available in Australia.

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.

Plug & Charge is a functionality that allows for users to authenticate at compatible public charging stations automatically by plugging in without RFID-cards or Apps. You can find compatible charging stations by the corresponding Authentication Method in the Charging Station search of your car. 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.• Plug & Charge is not currently available in Australia.• 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

	<p>Management, it is also necessary to provide specific data for each individual charging point of the customer.</p> <ul style="list-style-type: none"> Public Charging is active by default (where available). To display the current electrical range via map, you must activate "Range". To display tariff information, you must select at least one tariff. 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).
<u>What data will be stored in the vehicle?</u>	<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.
<u>What data will be processed or stored in BMW IT systems?</u>	<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 pseudonymized 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 Charging Management, no data will be transferred to 3rd parties. 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.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> 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.
<u>Liability Charging Management</u>	<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.

Exterior Camera-based Services

Date Revised: 10-March-2023; Version: Release 07/23

Service Description

The Exterior Camera-based services offer you various functions if you decide to activate them: Remote 3D View, Anti-Theft Recorder and Drive Recorder.

Please note that recordings and the use of recordings for all functions depends on the legal regulations (such as data protection provisions) in effect in the location of use. You are solely responsible for the use and compliance with the applicable regulations. You must ensure that you are authorized to record (and, as the case may be, share these recordings or recording sequences with others) the data subjects and/or sensitive institutions that are captured in the recordings.

BMW expressly does not represent that the exterior camera-based services are permitted for use in all locations, and recommends that you check and consider the laws, regulations and road rules that are effective in the place of the vehicle's use before using the respective function for the first time and at regular intervals.

With the functions Remote 3D View & Anti-Theft Recorder, you can remotely view the surroundings of your vehicle proactively, or when the alarm is set off. With the function Drive Recorder, while driving you can automatically record events (such as vehicle accidents or damage), or manually create recording sequences for personal purposes, such as to capture particularly impressive landscapes.

In Detail:

When you decide to execute Remote 3D View in the My BMW App, the car will capture an image from each of the four exterior surrounding cameras and will send them encrypted to the My BMW app, so that only you can see the recording. All Remote 3D View data belong to the user. The use of the function and the data resulting from it is only permitted for purely personal and security purposes. We do not publish Remote 3D View data and, to the extent permitted by law do not accept liability or responsibility for any content shared. Any mapped user in the vehicle can use Remote 3D View.

If the Anti-Theft Recorder is activated, you will be notified in the My BMW App as soon as the alarm is set off. In addition, depending on user settings and available vehicle options, a video of the surroundings with a maximum period of 40 seconds is recorded, which you can download in encrypted form and watch remotely in the My BMW App. Any user mapped into the vehicle will receive the notification and can download the captured video.

Once activated by you, the Drive Recorder continuously records the surroundings in the background while driving. These recordings are continuously overwritten after a few seconds and are therefore automatically permanently deleted unless there is an event that triggers permanent storage.

For manually storing a personal driving experience, for example driving on a private racetrack, you can save recordings either into a) the vehicle flash drive (with a maximum length of 60 seconds, depending on the vehicle model and equipment), or b) your USB flash drive (without length limitations) or c) your smartphone (without length limitations).

The automatic function of the Drive Recorder is triggered when the vehicle's sensors detect a damage-relevant event. The type and scope of the recordings depend on the active customer settings. The video can be watched on the vehicle onboard display or be exported into a USB flash drive by any mapped user / user with access to the vehicle

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

Further Information

<p><u>Prerequisites:</u></p>	<ul style="list-style-type: none"> • For Remote 3D View, you must add your vehicle to your BMW ConnectedDrive account. Your vehicle must be in a location where the feature is legally permitted to use, and the vehicle location has to be turned on in the vehicle. • For Remote 3D View and Drive Recorder, you need a 6U3 Live Cockpit Professional / 6U2 + SA5DN /5DW + SA6AE. • For Anti-Theft Recorder, the Alarm System is needed in addition to the Drive Recorder. To download the video into the My BMW App, you must add your vehicle to your BMW ConnectedDrive account. • Saving recordings of the Drive Recorder directly into your smartphone requires a vehicle with OS 8.5 or higher and a connected smartphone with the My BMW App.
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> • Remote 3D View and Anti-Theft Recorder are disabled by default. You need to activate Remote 3D View and Anti-Theft Recorder in the vehicle to use them remotely via My BMW App. Any mapped user can activate/deactivate these features in the vehicle. • Drive Recorder is disabled by default. You must start the function, confirm the legal disclaimer, and activate the respective functionality in the settings. In addition, you must set the time limits for the video capture. You can deactivate the Drive Recorder functionality completely or disable the Event- or Crash Recorder separately at any time. Any mapped user/user with access to the vehicle can activate/deactivate the Drive Recorder.
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • For Remote 3D View no data will be stored in the vehicle. • For Drive Recorder and Anti-Theft Recorder, the video and vehicle drive data will be stored only in the vehicle and will be available to the users for export. • For Recordings of the Drive Recorder which are saved directly into your smartphone, no data will be stored in the vehicle.
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> • 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 your My BMW App. • For Drive Recorder, no personal data will be stored in the vehicle. Recordings and other vehicle data are stored either in the vehicle flash drive, the USB flash drive, or your smartphone, depending on your selection. • Anti-Theft Recorder captures videos using the cameras on the outside of the car and transfers them to the My BMW App, when the alarm sets off. The video, along with other vehicle data, are saved in the vehicle as well. <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, Drive Recorder and Anti-Theft Recorder, no data will be transferred to 3rd parties.

When will data processed be deleted?

- For Remote 3D View 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 stored in the vehicle flash drive can be deleted at any time from the app recordings menu in the vehicle. You can additionally disable the recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu. Recordings stored on your USB flash drive, or your smartphone can be deleted manually at any time.
- For Anti-Theft Recorder, you can delete each image in the My BMW App, and from the app recording menu in the vehicle. You can additionally disable the Anti-Theft Recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu.

Intelligent eCall

Date Revised: 25-February-2023; Version: Release 07/23

Service Description

The service Intelligent eCall provides you with help in case of an emergency.

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. Depending on market regulations, call-center agents will be available either in a language of your country or in English. 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.

Depending on market regulations, it may not be feasible to operate a BMW call center infrastructure. In these markets only the BMW Intelligent Emergency Call subservice "PSAP eCall" will be offered. "PSAP eCall" is a direct voice connection from the vehicle to the PSAP (Public Safety Answering Point) with no data transmission and collection. The PSAP eCall can also serve as fallback solution for the Intelligent Emergency Call.

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>	No prerequisites are required.
<u>How-to activate:</u>	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>	For Intelligent Emergency Call, location data and crash details are stored.
<u>What data will be processed or stored in BMW IT systems?</u>	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. 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.
<u>What data will be transferred to 3rd parties?</u>	For Intelligent Emergency Call, data like current location and alert may be transferred anonymously to 3 rd 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>	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.

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 passenge, 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 Habbits 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: 14-12-2022; Version: Release 07/23

Service Description

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

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.

For vehicles equipped with Operating System 9 (OS9), up-to-date navigation map data and driving assistance map data for the vicinity of the vehicle is provided via online data streaming through the SIM-card which is permanently installed in the vehicle (unless such functionality has been permanently disabled by the vehicle's owner or authorized representative). In turn, USB map updates are not offered for such vehicles.

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 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. Hazard Preview draws on anonymous vehicle sensor data gathered from other road users.

If available for the vehicle and activated, BMW Digital Premium Maps provides an enhanced, personalized and more convenient driving experience with enriched information, content, and visualization, e.g., colored visualizations for RTTI, 3D buildings and landmarks in the Map Display or enriched information for Points of Interest (POI).

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

Further Information

<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.
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	<ul style="list-style-type: none"> • If equipped with OS9, all Map-functions require an online data connection via streaming • 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). • For Routing, you need an active RTTI contract, Navigation Professional (6U3) or Navigation Business (6U2) and software version later than 07/20. • SIM-card has not been permanently disabled by the request of the vehicle's owner or authorized representative.
<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 by default.
<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). • If equipped with OS9, the Navigation stores previous navigation targets, favorite targets, search entries and navigation settings. Downloaded driving assistance map data is stored. • 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. • If equipped with OS9, 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>	<ul style="list-style-type: none"> • 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: 12-October 2022; Version: Release 03/23

Service Description

Personalization services provide you with the function Personalization with BMW Operating System 7 (OS7) and BMW Operating System 8 (OS8). 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 OS7/OS8, 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.

If users have added their BMW ID to a vehicle and/or have added the vehicle to their BMW ID, their first and last names as well as profile pictures will be displayed on the control screen of the vehicle as well as in the My BMW App and the My BMW Portal. In case multiple users have added their BMW IDs to the same vehicle, they can see each other's first and last names and profile pictures in the My BMW App and My BMW Portal.

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 OS7/OS8, 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 OS8 Software 7/22 and newer the vehicle is linked automatically with the BMW ID after an in-car login. <p>For vehicles with OS8 Software 3/23 and newer the synchronization with the BMW Cloud is per default activated.</p>
<u>How-to activate:</u>	<ul style="list-style-type: none">For Personalization with OS7/OS8, the setup of a personal account needs to be done once per vehicle for OS7/OS8 via My BMW App, QR code scan or via typing in BMW ID credentials, depending on the vehicle model and its technical capabilities. You can activate the personal account

	<p>automatically when unlocking with the key linked to the BMW ID or by choosing it manually on the display.</p> <ul style="list-style-type: none"> When setting up the BMW ID in car, the synchronization with the BMW Cloud is activated per default. The synchronization of BMW ID with the BMW Cloud can be deactivated in the settings menu of the corresponding BMW ID.
<u>What data will be stored in the vehicle?</u>	For Personalization with OS7/OS8, all personal vehicle settings will be stored.
<u>What data will be processed or stored in BMW IT systems?</u>	<p>For Personalization with OS7/OS8, 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>
<u>What data will be transferred to 3rd parties?</u>	For Personalization with OS7/OS8, no personal data will be transferred to third parties.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> For Personalization with OS7/OS8, 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 proactively 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: 10-October-2022; Version: Release 03/23

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>	<p>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.</p> <p>Under certain conditions, Remote Software Upgrade may not be available. This can be for instance due to specific technical requirements (e.g. vehicle condition, battery, etc.) or external circumstances.</p>
<u>How-to activate:</u>	<p>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.</p>
<u>What data will be stored in the vehicle?</u>	<p>For Remote Software Upgrade, vehicle data and location data are stored.</p>
<u>What data will be processed or stored in BMW IT systems?</u>	<p>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.</p> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>

<u>What data will be transferred to 3rd parties?</u>	No data 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.
<u>When will data processed be deleted?</u>	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.

Repair & Maintenance

Date Revised: 06-March-2023; Version: Release 07/23

Service Description

Repair & Maintenance services provide you with various functions:

Teleservice Call and Smart Maintenance, Repair History, Electronic Service History, Service Partner Management, Accident Assistance Call, Roadside Assistance Call and Remote Diagnosis and Repair and Maintenance Services for Independent Providers.

These functions enable you to receive help in case of an accident, malfunction, or questions regarding our products.

You will get information about your vehicle, its status and relevant maintenance requirements via multiple contact channels (e. g. email or phone) depending on your available contact data, via the My BMW / MINI App, if you have connected your vehicle to your BMW / MINI ID or directly in your vehicle.

In Detail

Teleservice Call & Smart Maintenance

Via **Teleservice Call and Smart Maintenance**, 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 or BMW utilizes this information to take appropriate action, for example to contact you to schedule an appointment. When required, specialists support and contact you quickly and professionally helping you to stay mobile.

The service contains different features:

- Via **Teleservice Call**, BMW can identify the cause of a fault in your vehicle remotely and contact you 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 MyBMW App / MINI App if you have connected your vehicle to the MyBMW / MINI portal or the MyBMW App / MINI App or directly in your vehicle. To prepare a workshop visit, service centers or other specialists can access current vehicle data.
- Via **Smart Maintenance**, maintenance requirements, malfunctions, or other vehicle needs can be identified in addition to Teleservices Call. For that, technical data from your vehicle is evaluated and transmitted to us at regular intervals with your consent. Information about maintenance requirements is communicated directly to you via your vehicle, the MyBMW / MINI App or by your service centers or further specialists.

Service Partner Management

Via Service Partner Management, we initially assign a service center to your vehicle and – if necessary – automatically correct the assignment based on the last service appointments in order to route maintenance requirements to the assigned Service Partner who will get in contact with you. The Service Partner is displayed and can be changed in the MyBMW App / MINI App, within the MyBMW / MINI portal or directly in your vehicle.

Roadside Assistance Call

Via Roadside Assistance Call, you can contact our Roadside Assistance directly from the vehicle or the MyBMW App / MINI 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. To provide rapid

assistance, vehicle diagnosis and key data will be collected during remote diagnosis session and provided for analysis to the technical specialists. Depending on your market, specialists may contact you proactively.

Accident Assistance Call

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 via which you can contact a specialist at BMW Accident Assistance as well, which will receive all relevant data regarding the accident. Depending on your market, specialists may contact you proactively.

Repair History

Via Repair history, all information regarding repair work as well as parts that have been used is saved in our systems.

Electronic Service History

Via Electronic service history, the information about all performed services that you have agreed to share is saved in our systems.

Remote Diagnosis

Via Remote Diagnosis BMW is able to remotely perform a diagnosis in order to identify the cause of a malfunction in your vehicle with your consent.

Repair and Maintenance Services for Independent Providers

Via Repair and Maintenance Services for Independent Providers, repair and maintenance related services within the European Economic Area (EEA) can be provided by independent providers. The following services can be provided by independent providers, assuming that they are active for your vehicle and that you have given your consent to the service provision by an independent provider.

- Via **Service Partner Services**, your confirmed service center will automatically receive Teleservice Calls from your vehicle. If your vehicle needs maintenance, all relevant data will be sent to your service center.
- Via **Breakdown Assistance**, you can contact your chosen service center directly from your vehicle. All relevant vehicle data and current position are transferred to the service center.
- Via **Accident Assistance**, you can contact your chosen service center in case of a minor accident where no automatic emergency call or airbag is triggered.
- Via **Remote Diagnosis**, independent providers are able to remotely perform a diagnosis in order to identify the cause of a malfunction in your vehicle with your consent.
- Via **Electronic service history**, the information about all performed services that you have agreed to share is saved in our systems. In order to view the entire information, an independent provider will need your approval.
- Via **Repair history**, all information regarding repair work as well as parts that have been used is saved in our systems. In order to view the repair history of your vehicle, an independent provider will need your approval.

The independent provider is responsible for the form of service delivery. BMW accepts no responsibility for this. For further information on the approval of an independent provider, please refer to the BMW / MINI CarData Terms of Use. If you have any questions regarding the provision of services or the further processing of data, please contact the independent service provider you have chosen.

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

Further Information

<p><u>Prerequisites:</u></p>	<ul style="list-style-type: none"> For Teleservice Call, Accident Assistance Call, Roadside Assistance Call and Service Partner Assignment, an active ConnectedDrive contract, the equipment OE6AE "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 specifications and is not subject to any unusual or rapidly changing conditions of use or ambient conditions. For Smart Maintenance, your vehicle must feature ConnectedDrive, OE6AE "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 menu item "ConnectedDrive".
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> Teleservice Call is activated by default. For Smart Maintenance, data transmission is deactivated by default and can be activated via the data privacy menu that allows activation or deactivation at any time.
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> For Teleservice Call, the date the last Teleservice Call was sent will be stored in the vehicle. For Accident Assistance Call, location data and information about the accident will be stored in the vehicle as well. 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.
<p><u>What data will be processed at BMW touchpoints?</u></p>	<ul style="list-style-type: none"> The Service Partner Assignment can be changed in the MyBMW App / MINI App, within the MyBMW / MINI portal or directly in your vehicle. Teleservice Call and Smart Maintenance service demands and all related vehicle information in the event of maintenance requirements, malfunctions or other vehicle needs may be displayed and communicated within the MyBMW App / MINI App and via Push Notification.
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> For Teleservice Call, Accident Assistance Call, Roadside Assistance 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 Repair and Maintenance Services for Independent Providers, vehicle data, technical information and location data will be stored (for Service Partner Services, Roadside Assistance Call, Accident Assistance Call and Remote Diagnosis). Furthermore, repair information will be stored (Electronic service history and Repair history). For Smart Maintenance, vehicle information, status and technical data will be stored. <p>Regarding all services, BMW processes your personal data according to the ConnectedDrive data protection notices. BMW uses 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 Teleservices, anonymized data of a BMW Roadside Assistance call may be transmitted to third parties. Data like maintenance requirements can be forwarded to or accessed by your preferred service center, which can be selected or commissioned by you. For Smart Maintenance, information about maintenance requirements may be passed on to your preferred service center, which can be selected or commissioned by you.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> For Teleservice Call, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call, data is retained until a specific maintenance requirement has been identified and communicated and the processing of all procedures have been completed.

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 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>	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>	No data will be processed in our IT systems, all data is directly processed on your smartphone. 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 accessible through Smartphone Integration?</u>	Selected data of the vehicle is transferred to your smartphone, e.g. sensor data, vehicle information and input data.
<u>What data will be transferred to 3rd parties?</u>	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.
<u>When will data processed be deleted?</u>	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.
<u>Warranty</u>	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.

Technical Basis

Date Revised: 02-Mar-2023; Version: Release 07/23

Service Description

Technical Basis services provide you with various functions: Customer Hotline, Extendable Car Communications (xCC), Evaluation of Diagnostic Data, Sensor Data Usage Information, Future Mobility Solutions, eSIM, WLAN Hotspot, MyInfo and High Voltage Warn Call.

In Detail

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.

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.

With the High Voltage Warn Call, your vehicle (BEV or PHEV only) monitors the high-voltage battery in your vehicle and evaluates if there is potentially an ongoing thermal event (temperature and/or pressure increase) while parking or during the charging process. The monitoring process is ongoing even when the driver has left and locked the car. In case the sensors recognize a thermal event, the car will immediately initiate a data call to the responsible BMW Call Center, which will provide the relevant information regarding the incident to the nearest local PSAP (Public Safety Answering Point).

Please note that each Service and its functions depends on availability, legal restrictions in force in the vehicle's location of use, and, and in some cases, a telecommunications contract with an authorized carrier. 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. BMW accepts no responsibility where mobile spectrum is not available to support the functionality of the services.

Further Information

<p><u>Prerequisites:</u></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 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. • For High Voltage Warn Call, you need a vehicle equipped with Teleservices (SA6AE).
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> • 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 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. • The High Voltage Warn Call is activated by default.
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • 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 Sensor Data Usage Information, vehicle error entries and system status information will be stored. • For eSIM, authentication information, contact and account data will be stored. • For MyInfo, address data will be stored. • For High Voltage Warn Call, error log entries will be stored.
<p><u>What data will be processed at BMW touchpoints?</u></p>	<ul style="list-style-type: none"> • For eSIM, authentication data, phone data, vehicle and account data will be processed.
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> • 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).

	<ul style="list-style-type: none"> • 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, vehicle sensor data and usage information, traffic infrastructure data such as road signs and local hazards, position and movement data and sensor status information will be stored in anonymous form 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 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. • For High Voltage Warn Call, relevant vehicle information will be processed and stored, including Vehicle Identification Number (VIN), GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status. Customer contact information is also processed and 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>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> • 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, anonymized traffic infrastructure data such as road signs and local hazards, position and movement data and sensor status information are transmitted to map providers for the purpose of map building. • For eSIM, authentication information and SIM card data is exchanged with your mobile phone provider to activate and operate the service. • For High Voltage Warn Call, relevant vehicle information, including Vehicle Identification Number (VIN), GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status, as well as customer contact information are transmitted to enable the Warn Call.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • 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 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.

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| | <ul style="list-style-type: none">• 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.• For High Voltage Warn Call, the stored data will be deleted automatically 6 months after a reported incident. |
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Traffic Camera Information

Date Revised: 07-July-2022; Version: Release 11/22

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 Store. 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: 27-February-2023; Version: Release 07/23

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 you of any storms.
- 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 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.
- Via My Highlights, you can see selected highlights of new features or feature improvements (e.g. Remote Software Upgrades) that are available to you.

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

Please consider the laws, regulations and road rules that are effective in the place of the vehicle's use to ensure that usage is permitted. In particular, BMW strongly recommends that apps that provide information (such as News and Weather) not be used if doing so may distract the driver of the vehicle or other road users, and not while the vehicle is not stationary.

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.
<u>What data will be processed or stored in BMW IT systems?</u>	For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app. 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 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 3 rd parties.
<u>When will data processed be deleted?</u>	Data processed for the services will either be automatically deleted, deleted at your request, or removed by you.

Video Streaming

Date Revised: 10-March-2023; Version: Release 07/23

Service Description

Video Streaming enables you to watch your favorite content directly on the center screen of your vehicle. You can stream and watch videos from different content providers. Video Streaming contains various content categories, for example Movies, Sports, News.

In Detail

You can use the service depending on the requirements of the respective content provider which could entail the necessity for you to create an account with the respective content provider. Whether you are waiting during a charging session or waiting for your car passengers, you can choose from a range of content providers to stream videos – directly in your BMW. The content providers might vary between markets.

We are only responsible for the availability of the technical interface within your vehicle. The content providers are responsible for all their provided content and its availability.

Please note that each Service and its functions depends on availability and legal restrictions in force in the vehicle's location of use.

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

Please consider the laws, regulations and road rules that are effective in the place of the vehicle's use to ensure that video streaming is permitted. In particular, BMW strongly recommends that video streaming not be used if doing so may distract the driver of the vehicle or other road users, and it should not be used while the vehicle is not stationary.

Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none">• For Video Streaming, you need a vehicle with at least BMW Operating System (OS) 8.5, plus:<ul style="list-style-type: none">- for OS 8.5, a Connected Drive Professional package; or- starting with OS 9, an active BMW Digital Premium subscription.• For certain content providers, a personal eSIM (6PA) for Video Streaming enablement is required.• A user account with the respective content provider, if required by the provider
<u>How-to activate:</u>	<ul style="list-style-type: none">• Starting with OS 9, Video-Streaming is included in the BMW Digital Premium subscription and activated once the subscription is activated.• With OS 8.5, Video Streaming is activated by default.• If the Personal eSIM is required for the relevant content provider, the associated video streaming content is activated by default as soon as the Personal eSIM is set up.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">• No personal data are stored in the vehicle.• For YouTube, cookies are stored within the browser cache of the vehicle until the customer deletes them manually.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none">• Anonymized statistics and performance relevant data are processed and stored to guarantee proper service operation.

<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none">• Specific data required by the content providers can be routed directly from our IT systems to these content providers. Our IT systems do not permanently store this data.
<u>When will processed data be deleted?</u>	<ul style="list-style-type: none">• For deleting the browser cache data, you can either use factory reset for the vehicle, or delete your user profile, or "Delete browser data" within the YouTube option menu. All data processed in our IT system will then be deleted automatically as well.