

# BMW ConnectedDrive Services – Information

## 1. General information

Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 München, headquartered in Munich and registered in the Commercial Register at the local of court of Munich under HRB 42243 (hereinafter referred to as “BMW”) provides the customer with certain vehicle-related information and assistance functions (hereinafter called “Services”) under the name of “BMW ConnectedDrive”. BMW collects, stores or processes car-related data in compliance with applicable law and only to the extent necessary to provide the Services. BMW does not collect, store or process personal data in course of the Services – except where this is explicitly stated in the following description of the individual Services. In the case of Services that require personal data to be collected, stored and processed so that such Services can actually be provided, BMW informs customers of this in advance by providing this data protection notice. The Services are provided by means of a SIM card installed in the vehicle. Charges for the speech and data connections are included in the price for the Services.

## 2. BMW ConnectedDrive basic Services

The BMW ConnectedDrive basic Services “TeleServices” (6AE) and “BMW Emergency Call” (6AC) have already been activated at the point of vehicle transfer.

### a. TeleServices (6AE)

The “TeleServices” Service ensures the mobility of the customer. If required or when triggered or commissioned by the customer, the vehicle’s technical data (e.g. service information concerning wear parts, vehicle-status information such as check-control notifications, battery-charge status, data for identifying and locating the vehicle in the event of a breakdown) shall be transferred to BMW. In the event that a service is required, these items of data shall be forwarded to the responsible service partner, BMW Mobile Care or respective service providers for the purposes of making contact and arranging an appointment, where they shall be retained until all procedures have been properly completed. Beyond this, no data shall be forwarded to third parties. On occasion technical data shall be transferred from the vehicle to BMW where it shall be evaluated to aid the further development of BMW products. This is known as the “Teleservice Report”. This data is exclusively technical, vehicle-related data. Other data such as positioning data shall not be transferred as part of the “Teleservice Report”. The “TeleService Battery Guard” continuously monitors the battery-charge status of the vehicle. If the battery-charge status falls below a fixed value, the responsible service partner will be informed. The responsible service partner will then contact the customer if necessary to arrange a service appointment. By registering in the BMW ConnectedDrive Customer Portal, the customer can also be informed about a critical battery status by SMS message or email, for example if the parking lights, side lights or hazards are left on.

### b. BMW Emergency Call (6AC)

The vehicle’s identification and location is required for the use of the “BMW Emergency Call”, and it is also necessary to transmit the information required to provide assistance to the respective emergency-service centre. The user’s request and the data required may be transmitted to service providers commissioned by BMW to provide the Service – in that case, these items of data shall only be used to help provide the Service and shall be retained until all procedures have been properly completed. Beyond this, no data shall be forwarded to third parties. Additionally, for the purpose of warning other road users, certain completely anonymous environment-related information are being used for traffic information and therefore forwarded to a service provider. No additional transfer of the data to third parties takes place.

### c. BMW Roadside Assistance

The Service “BMW Roadside Assistance” can be triggered manually by the customer in the event of a technical fault. In addition to the current position of the vehicle, the vehicle identification number, colour and model of the vehicle are also transferred to the Mobile Service of BMW during this process.

The data is transmitted to the service provider commissioned by BMW to perform the Services, who uses this data for the purposes of managing the service provision and stores this until the operations have been duly processed. No additional transfer of the data to third parties takes place.

Additionally, for the purpose of warning in order to other road users, certain completely anonymous environment-related information are being used for traffic information and therefore forwarded to a service provider. No additional transfer of the data to third parties takes place.

### d. BMW Customer Hotline

The Service “BMW Customer Hotline” connects the customer with an employee of BMW customer service. No vehicle or customer data is transmitted during this process.

### e. Automatic Map Update (depending on the vehicle equipment)

The “Automatic Map Update” service automatically updates the map data stored in the BMW navigation system of the home country up to four times a year. The service runs for a period of three years from the initial registration of the vehicle. The customer may terminate the service by giving six weeks’ notice in writing to [bmwconnecteddrive@bmwfin.com](mailto:bmwconnecteddrive@bmwfin.com). Via “My BMW ConnectedDrive” at [www.bmw-connecteddrive.co.uk](http://www.bmw-connecteddrive.co.uk) the customer can renew the service at a charge after they have expired. In order to use the service “Automatic Map Update” the vehicle’s identification and localization during the update process are prerequisite.

### f. Interconnection of the vehicle with portals and apps (depending on the vehicle equipment)

The Service “Interconnection of the vehicle with portals and apps” transmits vehicle data (e.g. vehicle position, service information, range etc.) upon relevant changes of the vehicle’s state (e.g. start of drive, end of drive, locking etc.) from the vehicle to BMW. This data serves to display the geographic vehicle position, the route to the vehicle and further vehicle condition information in BMW apps and BMW customer portals. The BMW apps are available for iPhone® in the Apple App Store™ and for Android™ in Google Play™. Further information – including that on data processing – can be viewed prior to installation of the app.

### g. Anonymous evaluation of sensor data and usage information for data quality enhancements and product development

Sensors in the vehicle are used to collect information from within the vehicle and the surrounding environment such as traffic information, road signs and mapping information for the purpose of creating anonymous usage statistics, enhancing the quality of information services and product development. For example information on localised hazards such as fog are being used to enhance data quality of traffic information and to avoid accidents.

This vehicle sensor data includes information about traffic signs, traffic lights, roadworks, local hazards, traffic flow, road characteristics, parking locations, or onboard vehicle system errors. This information is supplemented where required with additional information such as time and location references, and the vehicle status. This information is evaluated within the vehicle, then transferred to BMW. This information is anonymised immediately when received by BMW. This data is also used

The transmission of vehicle sensor data to BMW is activated by default. However, a customer can freely configure the categories of information (e.g., information about the traffic infrastructure) in the data privacy menu of a vehicle for which the transmission to BMW shall be allowed. The transmission of vehicle sensor data can also be deactivated completely by a customer. Additionally, the data privacy menu of a vehicle provides detailed information about what the categories of vehicle sensor data are evaluated and what information is being transferred. The submission of usage information is deactivated by default, but the user can activate and configure the submission of usage information in the data privacy menu of the vehicle. Users who activate the submission of usage information are helping BMW to further enhance the quality of its products and services.

### **3. BMW Online Services (6AK)**

The "BMW Online" (6AK) Service is activated for 36 months from the completion of the vehicle construction plus an additional 30 days for transport (or plus 90 days for X3, X4, X5 and X6 models which are built in the United States).. The customer can extend the Service for an additional charge beyond the initial free-of-charge period via the BMW ConnectedDrive Customer Portal.

The vehicle's identification is required for the use of the Service and it shall also be necessary to process the information required to provide assistance. The data shall then be deleted. When Points of Interest queries are used, the customer request may be transmitted to service providers commissioned by BMW to provide the Service – in that case, these items of data shall only be used to help provide the Service and shall be retained until all procedures have been properly completed. The data shall then be deleted. Beyond this, no data shall be forwarded to third parties.

### **4. Concierge service (6AN)**

The "Concierge service" (also referred to as "Information Plus") (6AN) Service is activated for 36 months from the completion of the vehicle construction plus an additional 30 days for transport (or plus 90 days for X3, X4, X5 and X6 models which are built in the United States). The customer can extend the Service for an additional charge beyond the initial free-of-charge period via the BMW ConnectedDrive Customer Portal.

To use the Service, the customer is connected to the BMW call centre at the push of a button using the integrated telephone unit. In this way, data concerning the vehicle's identification, location and – if route guidance is activated – the selected route may be transmitted to the service providers commissioned by BMW to provide the Service – in that case, this data shall only be used to help process the provision of the Service and shall be retained until all procedures have been properly completed. The data shall then be deleted. Beyond this, no data shall be forwarded to third parties.

### **5. Real Time Traffic Information (6AM)**

The "Real Time Traffic Information" (6AM) Service is activated for 36 months from the completion of the vehicle construction plus an additional 30 days for transport (or plus 90 days for X3, X4, X5 and X6 models which are built in the United States). The customer can extend the Service for an additional charge beyond the initial free-of-charge period via the BMW ConnectedDrive Customer Portal.

The traffic information required for the Service is calculated by a variety of means including using what is known as Floating Car Data. In this sense, every ConnectedDrive-capable BMW functions as a "mobile traffic reporter" (Floating Car). The individual position and sensor data of the vehicle calculated during the trip is transferred – completely anonymously – to BMW and a service provider together with up-to-date time information.

### **6. Internet (6AR)**

The "Internet" (6AR) Service runs for a period of one year from the completion of the vehicle construction plus an additional 30 days for transport (or plus 90 days for X3, X4, X5 and X6 models which are built in the United States).. The customer can extend the Service for an additional charge beyond the initial free-of-charge period via the BMW ConnectedDrive Customer Portal.

The Internet service is no longer available for purchase. Details have been included for existing users of this service.

### **7. Remote Services (6AP)**

Use of the "Remote Services" (6AP) via the "My BMW Remote" smartphone application requires registration in the BMW ConnectedDrive Customer Portal [www.bmw-connecteddrive.co.uk](http://www.bmw-connecteddrive.co.uk).

Using this Service, the customer can lock or unlock his/her vehicle from a distance via smartphone and, in the case of selected vehicles, flash the lights. On request of the customer, vehicle condition information such as the geographic vehicle position are transmitted from the vehicle to BMW. Furthermore, with the special equipment option of auxiliary heating, the customer can also programme the heating periods. The "My Remote App" app is available for iPhone® in the Apple App Store™ and for Android™ in Google Play™. Further information – including that on data processing – can be viewed prior to installation of the app.

### **8. Online Entertainment (6FV)**

The "Online Entertainment" (6FV) Service is valid for a period of one year from activation in the vehicle. Upon purchase of this Service, a voucher is provided which is redeemable within three years of the vehicle's first registration and enables a 12 month subscription with a chosen BMW music provider. During the subscription period no data quantity restrictions apply and the subscription is accessible on third party applications which are supported by the music provider.

Renewal of the annual subscription must be done via [www.bmw-connecteddrive.co.uk](http://www.bmw-connecteddrive.co.uk).

### **9. eDrive Services (6AG)**

"eDrive Services" comprises functions that are displayed to the driver in the vehicle, in BMW Apps and in the BMW customer portals. The service supports the driver with information relevant to electro-mobility.

The "Interconnection of the vehicle with portals and apps" [1.f] mentioned in this document will be extended with electromobility-related information (e.g. information on charging events that are transmitted additionally upon relevant changes of the vehicle's state such as start of charging, end of charging, charging interruption, charging error).

The service serves among others to verify and evaluate the quality of the charging stations. For this purpose, location information as well as charging process information is sent to BMW. Verified and evaluated charging stations are displayed to the customer in the navigation system, BMW Online, BMW Apps and BMW customer portals. Furthermore, possible locations for new charging stations or locations can be identified.

The "Efficiency" service utilises vehicle condition information to calculate driving performance indices which are displayed in BMW Apps and in BMW customer portals.

## **10. Availability of the Service**

The complete range of Services is only available for customers whose vehicles are approved in United Kingdom, and only within United Kingdom.

"BMW Emergency Call" (6AC) is available to customers in United Kingdom, Germany, Austria, Italy, San Marino, Vatikan, France, Monaco, Switzerland, Liechtenstein, Belgium, Luxembourg, the Netherlands, Ireland, Spain, Andorra, Portugal, Sweden, Norway, Czech Republic, Poland, Turkey and Russia "TeleServices" (6AE), "Concierge service" (6AN), "Remote Services" (6AP) and "BMW Online" (6AK) can be accessed on any mobile communication network in Europe. When used abroad, the range and characteristics of the service may vary from the range and characteristics described above and may vary from country to country. "Real Time Traffic Information" (6AM) is available in United Kingdom, Germany, Austria, Italy, France, the Netherlands, Switzerland, Belgium, Republic of Ireland, Spain, Portugal, Sweden and Norway. The "Internet" (6AR) service is only available in United Kingdom. "Online Entertainment" (6FV) is available in United Kingdom, Germany, France, Italy, Spain and the Netherlands.

## **11. BMW ConnectedDrive and BMW ConnectedDrive Store**

11.1 At the Internet addresses [www.bmw.co.uk/connecteddrive](http://www.bmw.co.uk/connecteddrive) and [www.bmw-connecteddrive.co.uk](http://www.bmw-connecteddrive.co.uk), BMW (UK) Ltd provides the Customer with functions including the BMW ConnectedDrive Portal ("My BMW ConnectedDrive") in accordance with the "General Terms and Conditions of Business and Use for the ConnectedDrive Portal" accessible at [www.bmw.co.uk/connecteddrive-information](http://www.bmw.co.uk/connecteddrive-information).

11.2 Depending on the availability and equipment of the vehicle concerned, the Customer may obtain chargeable or free-of-charge Services both via the user interface within the vehicle or in "My BMW ConnectedDrive" in the "BMW ConnectedDrive Store" section.

11.3 BMW provides the Customer with the "BMW ConnectedDrive Store" in accordance with these Terms and Conditions of Business and Use for the BMW ConnectedDrive Store. The current version of these Terms and Conditions of Business and Use may be viewed, saved and printed out on the Internet page [www.bmw.co.uk/connecteddrive-information](http://www.bmw.co.uk/connecteddrive-information).

11.4 The obtaining of chargeable or free-of-charge Services in the "BMW ConnectedDrive Store" is subject to the conclusion of a BMW ConnectedDrive contract (in accordance with the BMW ConnectedDrive T&C), the Customer's registration in "My BMW ConnectedDrive", a link between the Customer's vehicle and user account as well as the provision of valid address and payment data.

## **12. Obtaining Services via the "BMW ConnectedDrive Store"**

**12.1 The items offered by the "BMW ConnectedDrive Store" are directed towards customers in the United Kingdom.**

**12.2 Offer and conclusion of contract when ordering Services via the "BMW ConnectedDrive Store".**

- a) BMW offers the Customer Services via the "BMW ConnectedDrive Store" and submits a binding offer for them, which the Customer who has registered in the "BMW ConnectedDrive Store" can accept at the fixed price indicated. Details on the respective Service and its lifetime are set out in the available Service Description as contained in the "BMW ConnectedDrive Store" and additionally in accordance with the Service Description mentioned in clause 1.2 above. The obligatory ordering of a Service takes place in the case of chargeable Services as soon as the Customer clicks on the button "order now with obligation to pay", and in the case of free-of-charge Services on the button "book now".
- b) The Customer can correct any input errors by aborting the process and starting again prior to ordering the respective Service.
- c) After completion of the ordering process, the Customer receives an e-mail confirmation (sent to the email address associated with the Customer's account on the BMW ConnectedDrive Portal) that the contract has been concluded for the ordered Service, the text of the contract as well as the Terms and Conditions of Business and Use for the BMW ConnectedDrive Store.
- d) The text of the contract sent to the Customer is not stored separately by BMW and can no longer be retrieved or viewed via My BMW ConnectedDrive after conclusion of the contract.

### **12.3 Ordering procedure in the vehicle**

- a) Step 1: Initiating online orders in the vehicle

In the "ConnectedDrive Store" section of the user interface in the vehicle, the Customer can obtain information on the Services currently provided (including lifetimes and prices) as part of BMW ConnectedDrive. The Customer can then select a Service. The order is initiated by the Customer starting the online ordering process by means of the button "Next".

b) Step 2: Customer status

Provided the Customer has already registered with "My BMW ConnectedDrive" and has entered his/her address and payment information, the Customer only has to enter his/her name and password in the following page. Clicking on the "OK" button takes the Customer directly to Step 3.

If the Customer has not yet registered with "My BMW ConnectedDrive" and/or has not yet entered any valid address and payment information, the Customer first has to do this on "My BMW ConnectedDrive" in the "Administration" section before the Customer can place an order.

c) Step 3: Order overview

After the Customer login, an overview page shows the complete order with all the relevant contractual data. The Customer has the option of aborting the order process by exiting the "BMW ConnectedDrive Store". If the Customer is in agreement with the order overview, the Customer can submit their binding order by clicking on the button "Order now with obligation to pay".

d) Step 4: Order information

After completion of the ordering process, the Customer also receives the text of the contract as well as the Terms and Conditions of Business and Use for the BMW ConnectedDrive Store by e-mail.

#### 12.4 Ordering process in "My BMW ConnectedDrive"

a) Step 1: Start online order on "My BMW ConnectedDrive".

The Customer can obtain information on the Services offered by BMW ConnectedDrive (if appropriate with different lifetimes and prices) in the "Store" section on "My BMW ConnectedDrive". The Customer can then select a Service (if appropriate with lifetime and price). The order is initiated by the Customer starting the online order process for the Service with the selected lifetime by means of the button "book now".

b) Step 2: Customer status

If the Customer has not yet registered on "My BMW ConnectedDrive" and/or has not yet entered any valid address and payment information, the Customer first has to do this before he/she can place an order.

c) Step 3: Order overview

Provided the Customer has registered with "My BMW ConnectedDrive" and has entered his/her 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 of aborting the order process by exiting the website. If the Customer is in agreement with the order overview, the Customer can submit their binding order by clicking on the button "order now with obligation to pay".

If the Customer has not yet registered on "My BMW ConnectedDrive" and/or has not yet entered any valid address and payment information, the Customer first has to do this on "My BMW ConnectedDrive" in the "Administration" section before the Customer can place an order.

d) Step 4: Ordering information

After completion of the ordering process, the Customer also receives the text of the contract as well as the Terms and Conditions of Business and Use for the BMW ConnectedDrive Store by e-mail.

#### 12.5 Payment

a) The prices indicated are in GBP and include value added tax.

b) The Customer can pay for chargeable Services by means of the payment options offered.

c) In the event of late payment by the Customer, BMW shall be entitled to discontinue or terminate provision of the affected Services, and in particular to deactivate the Customer's entitlement to access the Services, until the Customer has settled the amounts due. Please note that this deactivation may also affect the function of the Service "Intelligent Emergency Call".

#### 12.6 Provision and activation of the Services

After the Customer has pressed the button "Order now with obligation to pay" or "Book now", the Service will be ordered from BMW and forwarded for activation. An activation file is then sent to the vehicle and the Service is activated in the vehicle. This process generally takes a few minutes. However, if the data connection is interrupted, the process cannot be performed. In such cases, provision of the Service is delayed until transmission to the vehicle has been able to take place.

### 13. Right to cancel

If you are a consumer (acting for purposes which are mainly outside your trade, business, craft or profession), you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform BMW (see details in clause 1) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the below model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### 13.1 Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you for the terminated BMW ConnectedDrive Service. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

### 13.2 Cancellation form

<p>To BMW (UK) Limited, Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB. Or by email to <a href="mailto:BMWConnectedDrive@bmwfin.co.uk">BMWConnectedDrive@bmwfin.co.uk</a>.</p> <p>I hereby give notice that I cancel my contract of the supply of the following BMW ConnectedDrive service.</p> <p>BMW ConnectedDrive service:</p> <p>Name of consumer:</p> <p>Address:</p> <p>Signature:</p>
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### 14. Contact option

For further information on BMW ConnectedDrive, please see: [www.bmw.co.uk/connecteddrive-information](http://www.bmw.co.uk/connecteddrive-information). The BMW ConnectedDrive Hotline is available on: +44 (0) 800 561 0555 from Monday to Sunday, 9:00 – 18:00.

### 15. Liability

15.1 BMW shall assume no liability for the accuracy and topicality of the data and information transmitted via the Services. This shall also apply for the consequences of disturbances, interruptions and functional impairments of the Service.

15.2 BMW shall not be liable for damages to the extent that these are based on the fact that the Customer is using a device that has not been approved by BMW for use of the Services according to the installation contained in the Service description (available at [www.bmw.com/bluetooth](http://www.bmw.com/bluetooth)).

**15.3 EXCEPT FOR FRAUD OR FOR DEATH AND PERSONAL INJURY RESULTING FROM BMW NEGLIGENCE, BMW LIMITS ITS LIABILITY FOR ANY BREACH OF THE BMW CONNECTEDDRIVE AGREEMENTS TO THE AMOUNT OF THE PURCHASE PRICE OF THE SERVICE AND EXPRESSLY EXCLUDES ALL LIABILITY FOR LOSS OF PROFIT, GOODWILL AND FOR ANY INDIRECT, CONSEQUENTIAL OR ECONOMIC LOSS.**

15.4 The personal liability of the legal representatives, assistants and personnel of BMW for damages caused by them through slight negligence is also limited to the extent described in the previous paragraph.

### 16. Data collection, storage, use and security

16.1 The data provided by the Customer in "My BMW ConnectedDrive" is automatically encrypted using the SSL (Secure Sockets Layer) protocol. SSL is the industry standard for the transfer of confidential data via the Internet.

16.2 BMW collects, stores and uses personal data provided by customers within the legal stipulations, insofar as it is necessary for the justification, substantive organisation or modification of the contractual relationship (inventory data) and the utilisation and billing (usage data) of the Services. The Customer must notify BMW immediately of any modifications to personal data that affect the contractual relationship and the billing of the Services.

16.3 Usage data required for the billing of the Services (billing data) may be stored and used by BMW beyond the end of the usage process until completion of billing.

### 17. Place of jurisdiction and applicable law

17.1 All disputes arising from or on the basis of this contractual relationship shall be subject to German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This choice of law shall only apply to the extent that

it does not deprive the consumer of any binding applicable consumer protection regulations in the state where the consumer has his/her usual place of residence at the time of the order.

17.2 All disputes arising out of or in connection with the purchase of services via the BMW ConnectedDrive Store shall be subject to English Law.

#### **11. Deactivation**

The customer may have the BMW ConnectedDrive basic Services "TeleServices" (6AE) and "BMW Emergency Call" (6AC) deactivated at any time at an authorised BMW Centre, a regional BMW branch or an authorised BMW workshop. Deactivation of this Service will also deactivate the SIM card installed in the vehicle. **This results in the Emergency Call in the vehicle also not functioning.** The other Services can also be deactivated by the customer (from August 2014) via the BMW ConnectedDrive Customer Portal ("My BMW ConnectedDrive").

**For further information on BMW ConnectedDrive and the General Terms and Conditions of Service for ConnectedDrive, please see: [www.bmw.co.uk/connecteddrive-information](http://www.bmw.co.uk/connecteddrive-information).**

The BMW ConnectedDrive Hotline is available on: +44 (0) 800 561 0555 from Monday to Sunday, 9:00 – 18:00.

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