

BMW ConnectedDrive - General Terms of Business

1 Validity of General Terms of Business

BMW (UK) Limited ("BMW") of Summit Avenue, Farnborough Hampshire, GU14 0FB, provides to you ("Customer") telematic and online services under the name "BMW ConnectedDrive" ("Services") in accordance with these General Terms of Business ("Agreement").

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/connecteddriveinformation. The Customer will be notified of any changes to these Terms and Conditions of Business and Use at the latest six weeks before they are scheduled to become effective. If the Customer has agreed an electronic channel of communication with BMW (for example via the BMW ConnectedDrive Customer Portal "My BMW ConnectedDrive"), any changes may be notified via this channel. They shall become part of the contract if the Customer does not revoke such changes before they are due to come into effect.

- 1.1 In order for the Customer to be provided with Services, it is necessary for a BMW ConnectedDrive contract to be concluded between the Customer and BMW. The BMW ConnectedDrive contract represents the outline agreement between BMW and the Customer. On its own and without any individual Services being booked, it does not at any time constitute an obligation on the part of the Customer to accept goods or make payment. Single or multiple Services under the BMW ConnectedDrive contract can (depending on the vehicle equipment selected) be booked on acquisition of the vehicle or retrospectively.
- 1.2 If the Customer orders from his/her seller (BMW Retailer) a new BMW vehicle that exhibits the standard or special equipment required for a certain Service, he/she simultaneously instructs BMW to conclude a BMW ConnectedDrive contract for the use of this Service.
 - a) If the respective Service is part of the standard equipment of the new BMW vehicle, the BMW ConnectedDrive contract between the Customer and BMW comes into effect at the point in time at which the purchase contract for the new BMW vehicle between the Customer and his/her seller also comes into effect.
 - b) If the respective Services is exclusively part of the special equipment of the new BMW vehicle, the Customer is not bound to his/her offer to enter into the BMW ConnectedDrive contract until the point in time from which the Customer is no longer able to deselect the special equipment ordered. The BMW ConnectedDrive contract between the Customer and BMW then comes into effect when the Service is activated by BMW on initial registration of the new BMW vehicle.
- 1.3 If no BMW ConnectedDrive contract pursuant to 1.2 comes into effect between BMW and the Customer, the Customer may conclude a BMW ConnectedDrive contract for a vehicle that he/she owns or for a vehicle that has been permanently placed at his/her disposal by the respective owner which has the relevant standard or special equipment in accordance with the following stipulations.
 - a. If the Customer's vehicle is technically capable of receiving a security code, the customer instructs BMW to conclude a BMW ConnectedDrive contract by the confirmatory input of the security code transmitted to him/her in the vehicle under "My BMW ConnectedDrive". The contractual agreement between BMW and the Customer comes into effect at that point in time when the Customer's vehicle appears as available under "My BMW ConnectedDrive".
 - b. If the Customer's vehicle is not technically capable of receiving a security code, the customer instructs BMW to conclude a BMW ConnectedDrive contract by sending the properly completed "Vehicle authorisation form" which is made available to him/her after entering the necessary data when adding the vehicle on "My ConnectedDrive". The contractual agreement between BMW and the customer comes into effect at that point in time when the Customer's vehicle appears as available under "My BMW ConnectedDrive".

In all the afore-mentioned cases (1.2 and 1.3 above), the Customer waives the right to receive a separate declaration of acceptance.

2 Commencement of Agreement

The Agreement shall be effective upon the sooner of BMW's acceptance of this Agreement duly signed by the Customer or when the Services are accessible for the Customer ("Commencement"). The Services shall be made accessible to the Customer when the technical requirements for the access to the Services by the Customer have been met.

3 Scope of Services, interruptions in Service

3.1 BMW shall provide the Services listed in its specification as agreed with the Customer.

3.2 The Services are partly restricted in spatial terms to the reception and transmission of the radio stations operated by the relevant network operator. They may be adversely affected by atmospheric conditions and topographical factors or obstacles (e.g. bridges and buildings).

3.3 The Customer's call number must be displayed in order for the Services to be properly provided. For this reason, any exclusion of the call number display is automatically cancelled. In individual cases, it is possible that the network operator / Service switchboard may not support this function. Any failure to display the call number may lead to a deterioration in function, especially for the BMW ConnectedDrive breakdown and emergency service. The simultaneous use of identical mobile phone subscriptions (mobile phone cards - SIM) may also adversely affect the Services.

3.4 Interruptions in Service may be caused by force majeure, or by technical and other measures, which must be carried out in the systems of BMW, the suppliers or network operators in order to ensure proper operation or to improve the Services, e.g. maintenance, repairs, system-related updates, expansions. They may also result from short-term capacity bottlenecks caused by loading peaks in the Services or by malfunction in areas where telecommunication assets of third-parties are located. BMW will make every reasonable effort to re-instate the Service immediately or to assist with their re-instatement.

3.5 BMW reserves the right to change the agreed Services, if these are of a minor nature or if these are deemed reasonable.

3.6 Where a mobile phone SIM card is provided by BMW as part of the in-car hardware, the Customer may only use this SIM card for the purposes of BMW ConnectedDrive.

4 Obligations of the customer

4.1 The Customer may not and shall not permit others to use the Services in violation of the Agreement or for illegal purposes. The Customer is not entitled to forward the data and information obtained from using the Services to third parties on a commercial basis or to process them further.

4.2 The Customer must report faults in the Services immediately to BMW.

4.3 The Customer must inform BMW immediately of any change in the data communicated under this Agreement.

4.4 The Customer must inform BMW's Customer Service department immediately in writing of the sale, loss, theft, destruction or unauthorised third-party use of the telematic device assigned to him. In the event that the car is sold, Services may be provided to the new owner of the vehicle on the basis of the agreed terms and conditions subject to BMW being informed in writing of the details of the new user. In all other afore-mentioned cases, BMW will immediately block access authorisation to the Services.

4.5 The Customer shall bear the costs of any misuse of the emergency service.

5 Charges

The Customer will receive the Services free of charge for a three year period from the Commencement. BMW will inform the Customer of the charges for the use of Services ("Charges") at least two weeks before the third anniversary of this Agreement. BMW reserves the right to amend the Charges upon giving not less than 6 weeks' notice. The Customer is entitled to terminate the Agreement upon giving

not less than four weeks' notice, if BMW increases the Charges, with effect from the date, on which the increase shall take effect.

6 Duration of Agreement

6.1 The Agreement shall continue until terminated by either party with not less than one month's prior written notice with effect from the next anniversary of the Agreement.

6.2 Either party is entitled to terminate the Agreement without notice for a material breach of the Agreement on the part of the other party. This includes, but is not limited to, the use of the Services by the Customer for illegal purposes, BMW's decision to stop providing the Services for any reason, and the Customer and/or BMW becoming bankrupt or insolvent, being in liquidation or administration or entering into an arrangement with their creditors.

6.3 Notice of termination must be given in writing and sent by first class post or facsimile and addressed to the Company Secretary of BMW and in the case of the Customer to the residential address of the Customer.

7 Liability

7.1 BMW will only accept liability arising from a failure to observe and perform its obligations under this Agreement and/or liability attributable to negligence limited to £40,000.00 per claim or series of claims arising from one incident.

7.2 BMW is not liable for loss of profit, indirect or consequential loss or damage.

7.3 BMW is not liable for any inaccuracy in the data or information provided to the Customer as part of the Services. BMW does not warrant the timeliness of the transmission of any data or information provided to the Customer as part of the Services.

7.4 BMW's liability for death or personal injury shall remain unaffected by the afore-mentioned limitations of liability.

8 Storage of data

BMW hereby confirms that personal data of the Customer shall be stored and processed in accordance with all mandatory Data Protection legislation.

9 Assignment

Either BMW or the Customer may assign the benefit of this Agreement to a third party with the consent of the other party such consent not to be unreasonably withheld.

10 Customer's right to cancel

10.1 This Clause applies if:

(i) the Customer enters into this Agreement wholly at a distance, meaning the Customer does not have any face to face contact with BMW, or any other intermediary, for the purpose of this Agreement before the Customer signs this Agreement, and

(ii) in relation to this agreement, the Customer is acting for purposes which are outside any business the Customer may carry on and the Customer is not a limited company.

10.2 If this Clause applies, the Customer has the right to cancel this Agreement during a period of 7 working days from the day after the Customer signs it.

10.3 The Customer can contact BMW to cancel this Agreement in accordance with this Clause by emailing BMW at bmwconnecteddrive@bmwfin.com or writing to BMW ConnectedDrive Service, Europa House, Bartley Way, Hook, Hampshire, RG27 9UF or by calling us on 0800 561 0555 or faxing us on 0870 505 0207 . We will refund you any sum you have paid under this agreement within 30 days.

11 Jurisdiction and applicable law

This Agreement shall be governed by English Law and both parties hereby submit to the jurisdiction of English Courts.

General Notes

This Agreement must be completed and processed before the Services can be activated for use. Please ensure that the form is completed in full, as incomplete information could delay the availability of the Services. If you have any questions, please contact your local BMW Retailer or call 0800 561 0555.

BMW ConnectedDrive Services – Information/Data Protection

1. General information

BMW (UK) Limited ("BMW") of Summit Avenue, Farnborough Hampshire, GU14 0FB, provides to you ("Customer") with certain vehicle-related information and assistance functions (hereinafter called "Services") under the name of "BMW ConnectedDrive". BMW does not capture, store or process any customer data for the Services listed here – except where this is explicitly stated in the description following each of the individual Services. In the case of Services that require personal data to be captured, stored and processed so that such Services can actually be provided, customers are informed of this in advance and are requested to provide their consent. 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. BMW captures, stores and processes vehicle-related data within the framework of the legal provisions to the extent that this is necessary for the content design and use of the Services.

2. BMW Assist

BMW Assist comprises the Services "TeleServices", "Emergency Call", "Concierge Services", "Remote Services", "BMW Roadside Assistance" and "BMW Customer Hotline". Depending on the vehicle equipment, the traffic services "RTTI", and "My Info" are also included.

For vehicles with the special equipment options "Navigation system Professional with Bluetooth mobile phone preparation", "Bluetooth mobile phone preparation with USB audio interface including BMW Assist" + "BMW Navigation system Professional", "BMW Navigation system Professional" + "Mobile phone preparation with Bluetooth interface" or "Navigation system Professional", the Service "BMW Assist" runs for a period of two years from the initial registration of the vehicle. The lifetime is tacitly prolonged once for a period of one year if the Customer does not terminate the lifetime by giving six week's notice to the end of the lifetime.

a. TeleServices

The Service "TeleServices" is aimed at maintaining the Customer's mobility. Technical data for the vehicle (e.g. service information on the wear and tear of individual parts, vehicle status information such as control messages, battery charge level, data for indentifying and localizing the vehicle in the event of a breakdown) are transmitted to BMW as required or if this process is triggered or ordered by the Customer himself/herself. In the case of a service requirement, these data will be forwarded via the SIM card permanently installed in the vehicle to the responsible Service partner, BMW Roadside Assistance or appropriate service provider for the purpose of establishing contact or arranging an appointment. These data will be stored by the recipient until the operations have been duly processed. No additional transfer of the data to third parties takes place. Technical data are transmitted from the vehicle to BMW at regular intervals, where they are evaluated for the continuing development of BMW products, in a process called the "Teleservice Report". This exclusively involves purely technical data relating to the status of the vehicle. Other data, such as position data, are not transmitted within the scope of the "Teleservice Report". The "TeleService Battery Guard" continuously inspects the battery charging status of the vehicle. If the battery charging status falls below a defined level, information to this effect is transmitted to the responsible Service partner, who will, if necessary, establish contact with the Customer in order to arrange a service appointment. By registering in the BMW ConnectedDrive Customer Portal ("My BMW ConnectedDrive"), the Customer can also arrange to be notified by text message of a critical battery charging status due to a parking light having been left switched on.

b. Emergency Call

When the crash sensors are activated (air bag deployment, front seat belt tensioners, etc.) the Service "Emergency Call" triggers an emergency call to the BMW emergency switchboard via the integrated

telephone unit. An employee then establishes contact with the Customer, enquires about the condition of the vehicle occupants and alerts the rescue services. The “Emergency Call” Service can also be activated manually in order to summon assistance for other road users.

Use of the Service “Emergency Call” requires the identification and localization of the vehicle as well as transmission of the information necessary to provide assistance to the responsible emergency call control centre. The user’s request as well as the necessary data will be transmitted to service providers commissioned by BMW to perform the Services and will be used by this service provider exclusively for providing the respective Service and stored until the operations have been duly processed. No additional transfer of the data to third parties takes place.

c. Concierge Services

The feature “Concierge Services” (Information Plus) assists the Customer with enquiries (e.g. hotel bookings, flight information, etc.). In order to use the Service, the Customer is connected with the BMW Call Centre via the telephone unit integrated in the vehicle. The BMW Call Centre agent transfers the address data in reply to the enquiry directly to the vehicle, where it can then be adopted as a destination in the navigation system.

During this operation, the data for identifying and localising the vehicle and also, if the navigation system is active, the data on the vehicle’s route will be transmitted as appropriate to the service provider commissioned by BMW to perform the Services, where they are used exclusively for managing the service provision and stored until the operations have been duly processed. The data are subsequently deleted. No additional transfer of the data to third parties takes place.

d. Remote Services – available for selected models

Registration on “My BMW ConnectedDrive” at www.bmw-connecteddrive.co.uk is a prerequisite for the “Remote Services” function. Using this Service, the Customer can lock or unlock his/her vehicle from a distance via smartphone and, in the case of selected vehicles, sound the horn and flash the lights. Furthermore, with the special equipment option of auxiliary heating, the Customer can also programme the heating periods. The “My BMW Remote” app is available for iPhone® in the Apple App StoreSM and for AndroidTM in Google PlayTM. Further information – including that on data processing – can be viewed prior to installation of the app.

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

f. BMW Customer Hotline

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

g. Real Time Traffic Information (RTTI) – available for selected models

The Service “RTTI” informs the Customer about the current traffic situation via the BMW navigation system. When the navigation system is active, the Customer is offered an alternative route if possible. The traffic information required for the Service is determined among other methods by so-called floating

car data. In this technique, every BMW with ConnectedDrive capability represents “a mobile traffic sensor” (floating car). The individual position and sensor data from these vehicles determined during the journey are transferred – in completely anonymised form – together with details of the current time to BMW and to a service provider.

h. My Info – available for selected models

The Service “My Info” provides the option of transmitting complete address data records from the PC directly to the vehicle via the BMW ConnectedDrive portal. This can either take place either before or during the journey. Addresses can be transferred to the telephone directory or to the navigation system as a destination.

The Service “My Info” is supplemented by the “Send to Car” functions. Addresses can be found on Google Maps™ on the Internet and then sent directly to the vehicle by the driver. This also applies to the Service “HRS Send to Car”, which enables the address data record for a hotel room booked with the Hotel Reservation Service (HRS) to be transferred from the driver’s own PC to the vehicle. Both address and telephone number can then be called up in the vehicle under the menu command “My Info”, from where it can be entered directly into the navigation system as a destination or into the mobile telephone. Calls to third-party are made at the driver’s cost via the mobile telephone connected with the vehicle.

3. BMW Online – available for selected models

The Service “BMW Online” is a mobile Internet portal, via which the Customer receives information on the current weather situation, the latest, up-to-the-minute news as well as current stock exchange data. The Customer can query local information via the business search function. The addresses found can be adopted directly into the navigation system as destinations. In addition, the Customer also has access to office functions with the Service “BMW Online”.

Use of the Service requires identification of the vehicle and processing of the information needed for providing assistance. The data are subsequently deleted. When the Points of Interest query is used, the Customer’s enquiry is transmitted, as appropriate, to the service provider commissioned by BMW to perform the Services, where it is used exclusively for providing the respective Service and stored until the operations have been duly processed. The data are subsequently deleted. No additional transfer of the data to third parties takes place.

4. Internet – available for selected models

The Service “Internet” enables the Customer to access the Internet in the vehicle. The data connection is established via the SIM card permanently installed in the vehicle. This Service requires an active BMW Online/Assist contract. The Customer can book this Service on “My BMW ConnectedDrive” for a fee.

5. Repeat booking and lifetimes

The Customer can renew the Services at a charge after they have expired via “My BMW ConnectedDrive” at www.bmw-connecteddrive.co.uk. Here the Customer can choose between different durations and service packages.

6. Availability of Services

The Services described are supplied within the United Kingdom for selected models and only for customers whose vehicles are registered in the United Kingdom and who have the necessary items of special equipment.

“Emergency Call” is available for vehicles with the permanently installed SIM card (P-SIM) in Germany, Austria, Italy, France, Switzerland, Belgium, the Netherlands, the United Kingdom, Ireland, Spain, Portugal, Sweden, Norway. The Services “TeleServices”, “Concierge Services”, “Remote Services” and “BMW Online” can in principle be called up via the SIM card (P-SIM) permanently installed in the vehicle in every European cellular telephony network. When the Services are used in a foreign country, their scope and properties may vary from the afore-mentioned scopes and properties and differ from country to country. “RTTI” is available in Germany, Austria, Italy, France, Switzerland, Belgium, the Netherlands, the United Kingdom, Ireland, Spain, Portugal, Sweden, Denmark and Norway.

7. Deactivation

The Customer can have the BMW ConnectedDrive services deactivated through an authorised BMW dealer, a BMW subsidiary or a BMW authorised workshop at any time. Deactivation of these Services also deactivates the vehicle’s built-in SIM card. This also has the consequence that the emergency call in the vehicle will no longer function.

Further information on BMW ConnectedDrive and the General Terms and Conditions of Business and Use for ConnectedDrive are available at www.bmw.co.uk/connecteddrive_information.

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Valid as per April 2015