

BMW

Terms & Conditions

BMW ConnectedDrive

1. BMW Digital Services and BMW ConnectedDrive contract

- 1.1 BMW UK, Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "BMW") provides the customer with vehicle related information, auxiliary services, and BMW ConnectedDrive Upgrades according to section 3.1 (hereinafter referred to as "Services") under the name "BMW ConnectedDrive" in accordance with and subject to these Terms & Conditions.
- 1.2 The current version of these Terms and Conditions of Business and Use can be viewed, saved and printed out at any time at <https://www.bmw.co.uk/en/topics/owners/bmw-connecteddrive/legal-information.html>. Any amendments to these Terms and Conditions of Business and Use shall be published at least six weeks before their intended date of entry into force and, where BMW is able to contact the customer, shall be notified to the customer. If the customer has agreed an electronic communication channel with BMW (e.g. via the "My BMW Portal"), the changes can also be communicated in this way. They become part of the contract if the customer does not object before the intended date of entry into force of the changes.
- 1.3 In order for the services to be made available to the customer, the conclusion of a BMW ConnectedDrive contract between the customer and BMW is required. The BMW ConnectedDrive contract constitutes the framework agreement between BMW and the customer and, on its own and without the booking of individual services, does not at any time create any obligation on the part of the customer to accept or pay. However, the customer has access to BMW Digital basic Services as set out in the service description (section 3.1) on the basis of this framework agreement. Additional BMW Digital Services under the BMW ConnectedDrive contract can be booked (depending on the selected vehicle equipment) when you purchase the vehicle or subsequently via the BMW Store.
- 1.4 If the customer orders a new BMW vehicle from their seller (BMW authorised Retailer or BMW subsidiary) that has the standard or optional equipment required for a specific service, they may enter into a BMW ConnectedDrive contract for the use of this service at the same time. In such case:
- If the respective service is part of the standard equipment of the new BMW vehicle, the BMW ConnectedDrive contract between the customer and BMW comes into effect at the same time as the purchase contract for the new BMW vehicle between the customer and the seller.
 - If the service in question is exclusively part of the optional equipment for the new BMW vehicle, the customer is only bound by their application to enter into the BMW ConnectedDrive contract from the point in time at which the customer can no longer deselect the optional equipment ordered for the new BMW vehicle. The BMW ConnectedDrive contract between the customer and BMW then comes into effect when the service is activated by BMW upon first registration of the new BMW vehicle.

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

- 1.5 If the customer decides not to use the BMW Digital Services and, at the request of the customer, the SIM card installed in the vehicle is deactivated before the new vehicle is handed over, neither the customer nor BMW shall have any further obligations under the ConnectedDrive contract concluded under section 1.4. In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely. Further information about these functions are included in the vehicles operating manual.

2. My BMW Portal and BMW Store

- 2.1 At the internet address www.bmw.co.uk, BMW provides the customer with "My BMW Portal" and the "BMW Store" among other things in accordance with these Terms & Conditions. The use of "My BMW Portal" and the "BMW Store" is free of charge for the customer.
- 2.2 The use of "My BMW Portal" and the "BMW Store" requires the creation of a user account by the customer and a login with username and password.
- 2.3 Via "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 (user account) to the vehicle for which the customer has booked the services and via which the services are to be used. For this link, the customer must transmit the vehicle identification number of the vehicle and individually selectable identification features to BMW via "My BMW Portal".
- 2.4 The purchase of paid or free services in the "BMW Store" requires there to be a BMW ConnectedDrive contract between BMW and the customer (in accordance with sections 1.3 and 1.4), registration of the customer in "My BMW Portal", a link between their vehicle their BMW ID (user account), and the provision of address and payment data.

3. Description, duration and availability of the services

- 3.1 The scope of the individual services, the terms and availability are described in detail during the booking process and at <https://www.bmw.co.uk/en/topics/owners/bmw-connecteddrive/legal-information.html> (hereinafter "Service Description"). The costs of the services are specified by BMW individually or for several services together during the booking process.

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

- 3.2 Depending on the vehicle generation, it may be necessary to log in to the vehicle with the BMW ID for the full range of functions of certain services; details on this have been specified in the respective service descriptions.
- 3.3 Once the BMW ConnectedDrive contract has been entered into, it remains in force indefinitely. The duration of other services booked in addition to the basic services is determined by the relevant service description. Generally, in the case of a limited paid for service, the initial term of the service is a maximum of two years with automatic renewal for a maximum further period of one year, unless the customer terminates the service by notice at least six weeks before the end of the initial term.

3.4 The services are provided via a SIM card installed in the vehicle. The services are therefore partly limited by the reception and transmission range of the transmission stations operated by the respective network operator and can also be affected in particular by atmospheric conditions, topographical features, the position of the vehicle and obstacles (e.g. bridges and buildings). In addition, the provision of the services requires the functionality and operational readiness of the mobile network required for the installed SIM card.

The activation of a BMW ConnectedDrive Upgrade requires an online data connection for the transmission of the activation code only.

3.5 Disruptions to the services may result from events beyond the reasonable control of BMW including but not limited to strikes, lockouts and government and other official action, as well as from technical and other measures that are necessary, for example, at the facilities of BMW, the suppliers of traffic data or the network operators for the proper operation or improvement of the services (e.g. maintenance, repair, system-related software updates, extensions). Service disruptions may also result from short-term capacity bottlenecks due to peak loads on the services or from disruptions in the area of third-party telecommunications systems. BMW shall make all reasonable efforts to promptly remedy such faults and any faults caused by malfunctions of the operating software of the relevant service stored in the customer's vehicle (so-called bugs) or to work towards their elimination but shall otherwise have no liability to the customer in relation to the matters set out in this Section 3.4. In order to rectify faults in a service, BMW is entitled to make adjustments (e.g. configuration adjustments to the software) by remote access to the vehicle software (hereinafter referred to as "remote action"), provided that all of the following conditions are met:

a) The fault to be rectified has no effect on the operational safety of the customer's vehicle;

b) It is reasonably expected that the remote measure will permanently remedy the malfunction for the customer's vehicle;

(c) The changes made by the remote action are limited to the correction of the fault (although after the correction of faults there may be automatic updates that would have been carried out previously as control processes in a fault-free state); and

(d) It is reasonably expected that the remote action will not cause undue impairments to the customer. Undue impairments are deemed to exist in particular if the remote measure will lead to longer-term failures (more than 10 minutes per attempt at a remote measure) or disruptions of other services, to even short-term failures of other vehicle functions or to the loss of personal settings or data of the customer.

3.6 Subject to the conditions set out in section 3.5 a) - d), BMW is also entitled to carry out remote measures to comply with applicable legal and regulatory requirements, to eliminate malfunctions of other operating software stored in the vehicle and to remedy security loopholes.

3.7 If a remote measure is not possible for technical reasons, in particular due to poor or interrupted mobile reception or due to temporary vehicle conditions in which the implementation of remote measures is technically impossible (e.g. vehicle conditions that are not suitable for carrying out the respective remote measure, such as, depending on the specific remote measure, parking/living/driving; interruption of the measure by the customer locking/unlocking the vehicle during the remote measure and interruption of the remote measure by starting an eCall), BMW may repeat the remote measure.

3.8 BMW reserves the right to modify the scope of a service, provided that such modification is reasonable with regard to the overall scope of the agreed service. In the event of a more extensive modification of the scope of

a service, of which the customer can be notified in writing or via an electronic communication channel (e.g. via "My BMW Portal"), the customer has the right to terminate this service within six weeks of receipt of the notification of the modification and have it deactivated free of charge via the BMW ConnectedDrive Hotline (see section 9).

- 3.9 BMW may indicate to the customer via the vehicles Central Information Display that Remote Software Upgrades are available which require that the customer confirms the installation of the upgrade via the Central Information Display.

Certain services may not be functional or limited in their functionality until the customer installs the indicated Remote Software Upgrade.

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

4. Use of the services

- 4.1 The customer may not use the services for illegal purposes and will ensure that third parties do not do so either. The customer is not entitled to pass on the data and information received within the scope of the use of the services to third parties for commercial purposes or to process them further.
- 4.2 The customer shall be wholly liable for the costs of misuse of the emergency call or other services.
- 4.3 The BMW ConnectedDrive contract between BMW and the customer and the services booked by the customer are vehicle-specific and cannot be transferred to or used in another vehicle.

5. Booking additional services via the "BMW Store"

- 5.1 In addition to the basic services, the customer can order further BMW Digital Services either directly with the purchase of the new vehicle or subsequently via the "BMW Store". The offer of the "BMW Store" is aimed at customers in the United Kingdom.
- 5.2 Offer and conclusion of contract when booking services via the "BMW Store"
- A customer who has registered with "My BMW Portal" can book the various services offered by BMW via the "BMW Store" at the fixed price indicated. Details of the service in question and its duration can be found in the description of the individual service in the "BMW Store" and in the service description. As soon as the customer clicks on the button "Order now with payment" in the case of services with costs, or on the button "Order now" in the case of services free of charge, a binding contract with BMW comes into force.
 - The customer can correct input errors by cancelling the process and starting the process again.
 - After completing the ordering process, the customer receives a confirmation of the conclusion of the contract for the booked service, the service description and the Terms & Conditions by email.
 - The contract sent to the customer after it is entered into is not stored separately by BMW and cannot be called up, requested or viewed by the customer at BMW.
- 5.3 Order procedure under "My BMW Portal" and via the "BMW Store"
- Start online ordering under "My BMW Portal".
In the "Store" area under "My BMW Portal", the customer can find out about the services offered by BMW ConnectedDrive (with different durations and prices, if applicable). The customer can then select a service (with duration and price if necessary). The order is started when the customer begins the online ordering process for the selected service and term by clicking the "Book now" button.

(b) Customer status.

If the customer has not yet registered under "My BMW Portal" and/or has not yet entered any address and payment information, they must do so first before being able to place an order.

c) Order overview/order change.

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

d) Order information.

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

5.4 Provision and activation of services.

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

5.5 Payment.

a) The stated prices are in pounds sterling including value added tax.

b) In the event of late payment by the customer, BMW shall be entitled to suspend or discontinue the provision of the relevant services and to deactivate the customer's access authorisation to such services until the customer has paid in full. This deactivation shall include, where appropriate, the function of the "Intelligent Emergency Call" service. The customer will be in default in payment if they have not paid within 30 days of the invoice date.

c) The customer may only offset amounts claimed by it against BMW against claims by BMW if the customer's claim is undisputed or has been legally established.

5.6 Right of cancellation

If the customer is a consumer, they have a 14 day right of cancellation (see section 8).

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

6.1 The customer may have the SIM card installed in the car deactivated at any time by an authorised BMW dealer, a BMW subsidiary or an authorised BMW workshop. When the SIM card is deactivated, all booked Digital services including basic services are deactivated. Deactivation means that the emergency call in the vehicle will also not function.

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

In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required,

e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely.

Where vehicles are equipped ex works with the statutory emergency call ("eCall"), the SIM card cannot be completely deactivated, as the statutory emergency call is part of the vehicle's type approval and is therefore required by law.

6.2 BMW and the customer may terminate the BMW ConnectedDrive contract if an unlimited term applies to it in accordance with 3.2 or an unlimited duration service at any time with six weeks' notice. Otherwise, where there is a specified initial term with automatic renewal, the customer may terminate the service by at least six weeks' notice before the end of the initial term.

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

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

7. Sale or permanent transfer of the vehicle

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

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

7.3 The customer is obliged to inform the third party to whom they sell their vehicle or to whom they permanently transfers their vehicle of all active and deactivated services.

7.4 If the vehicle is sold or passed on to a third party, the customer has the right to terminate a limited duration service with a six~~x~~week notice period in addition to the termination option under section 6.2. If the customer terminates a temporary service before the end of the agreed term, there will be no entitlement to any refund.

8. Right of cancellation for consumers

Right of cancellation:

If you are a consumer, you have the right, within fourteen days after this contract is entered into, to cancel this contract without giving reasons.

In order to exercise your right of revocation, you must inform us (BMW UK, BMW Customer Information Centre, Phoenix One, 5963 Farnham Rd, Slough, SL1 3TN, email: bmwconnecteddrive@bmw.co.uk) by means of a clear statement (e.g. a letter sent by post or email) of your decision to cancel this contract. You can use the model cancellation form below for this purpose, but this is not mandatory.

Consequences of cancellation:

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

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

Cancellation form

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

By post to: BMW UK, BMW Customer Information Centre, Phoenix One, 5963 Farnham Rd, Slough, SL1 3TN.

Or via email to: bmwconnecteddrive@bmw.co.uk

I/we (*) hereby give notice that we cancel our contract for the supply of the following services

Ordered on (*)/received on (*)

Vehicle VIN number

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in case of communication by paper)

– Date

(*) Delete as applicable.

9. Contact

BMW customer service can be reached by email at bmwconnecteddrive@bmw.co.uk. The BMW ConnectedDrive hotline is available from Monday to Friday from 08:00 to 19:00 hours and Weekends from 09:00 to 17:00 hours at the telephone number 0800 064 0360.

10. Liability

10.1 If a Service is defective, the customer has the statutory warranty rights applicable to digital products (or, as applicable, goods with digital elements), unless stipulated otherwise.

10.2 BMW accepts no liability for the accuracy and currency of the data and information transmitted via the services.

- 10.3 BMW shall not be liable for the consequences of malfunctions, interruptions and functional impairments of the services, in particular in the cases described in Sections 3.4 and 3.5.
- 10.4 Subject always to Sections 10.1, 10.2 and 10.4, in no circumstances shall BMW or its employees or agents be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill or loss (whether direct or indirect) of anticipated savings or wasted expenditure in connection with this contract.
- 10.5 Nothing in this Section 10 shall exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be unlawful to exclude liability.

11. Data processing and security

- 11.1 The data entered by the customer within the framework of "My BMW Portal" or the "BMW Store" are automatically encrypted using the SSL protocol (Secure Sockets Layer Protocol). SSL is the industry standard for transferring confidential data over the internet.
- 11.2 BMW collects, stores and processes the personal data provided by the customer in accordance with applicable data protection law and to the extent necessary for the performance of the contract and the use and invoicing of the services. Details on the processing of personal or vehicle-related data within the scope of the individual services can be viewed in the service descriptions and at <https://www.bmw.co.uk/en/topics/owners/bmw-connecteddrive/legal-information.html>.
- 11.3 The customer should inform BMW immediately of any changes to its personal details relevant to the contractual relationship and the invoicing of services.
- 11.4 Usage data required for the proper billing of services (billing data) may be stored and used by BMW beyond the end of the contract until the billing is completed. To the extent necessary for the purpose of detecting and preventing improper use of services, inventory and traffic data may be processed and, where appropriate, stored beyond the end of the use process.
- 11.5 Data from the use of the services are evaluated solely in a completely anonymous form, for the purpose of quality control.

12. Jurisdiction / Applicable law

- 12.1 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
- 12.2 Each of the customer and BMW irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

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

- 13.1 On BMW vehicles produced before 14~~02~~2022, the BMW ConnectedDrive Services included as standard equipment have their subscription period start at the point of vehicle production (plus grace period up to 90 days to allow for vehicle delivery and handover, depending on production location). Services do not start at point of registration.
- 13.2 On BMW vehicles produced from 14~~02~~2022, the BMW ConnectedDrive Services included as standard equipment have their subscription period start at the point the vehicle has its Pre~~Delivery~~ Inspection completed.

14. BMW ConnectedDrive Upgrades

- 14.1 Certain models in the BMW range offer the owner the ability to purchase additional features after vehicle production has been completed for a one~~off~~ fee
- 14.2 Availability of BMW ConnectedDrive Upgrades are dependent on vehicle specification, optional equipment and production date. Please consult your local BMW Retailer for more information if required. The features described may not be fully supported in all markets and may only be available with additional optional equipment. On applicable vehicles you can find a detailed description of features in your vehicle's operating instructions.
- 14.3 On vehicles where BMW ConnectedDrive Upgrades are available only with a lifetime, one~~off~~ payment, you, will not have the right to cancel the download or purchase once download has begun and will not be entitled to a refund. By accepting the terms and conditions of service for the download purchase you acknowledge that your right of cancellation and refund are lost. Your other statutory rights are not affected.

Last Revised: **November** 2022

Terms and Conditions of BMW UK for the sale of Service Inclusive in the BMW Store

1. Scope of Application, Contracting Partner

1.1 The sale of Service Inclusive packages via the BMW Store (available at: <https://www.bmw.co.uk/en/shop/ls/cp/connected-drive>) by BMW UK, Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "BMW") 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. In addition to these Terms, the BMW ConnectedDrive Terms and Conditions, available at <https://www.bmw.co.uk/en/topics/owners/bmw-connecteddrive/legal-information.html> shall apply. In case of discrepancies, these Terms shall prevail with regard to the purchase of Service Inclusive packages.

2. Offer and Conclusion of Contract

2.1 The customer has the option to purchase the following Service Inclusive packages in the BMW Store : "Service Inclusive". The Service Inclusive packages include certain service and maintenance work to which the customer is entitled during the selected term. The details of the available Service Inclusive packages and the runtime-mileage combinations can be found in the descriptions of the BMW Store.

2.2 The Service Inclusive packages displayed in the BMW Store and indicated as available constitute a binding offer by BMW which the customer can accept at the specified fixed price.

2.3 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.

2.4 If the customer has not yet registered at "My BMW Portal" 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.

2.5 Provided the customer has registered at "My BMW Portal" 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.

2.6 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.

2.7 If the customer is a consumer the customer has a right to withdraw from the contract within 14 days (see section 8 for details).

2.8 The conclusion of the contract is offered in English language.

2.9 The order is saved by BMW in the user account "My BMW Portal". The customer can view, save and print the order there.

2.10 The purchased Service Inclusive package will be activated as soon as BMW has received the purchase price.

3. Availability and Term of Service Inclusive Packages

3.1 For BMW vehicles for which the first service was not due yet, the customer can choose "Service Inclusive". 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.

3.2 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.

3.3 The term for "Service Inclusive" (runtime and mileage) begins with the first registration of the vehicle.

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

For example, if the customer purchases "Service Inclusive" in December 2018 for a BMW vehicle initially registered on October 1, 2018 for a term of 5 years / 62,000 miles, the term of the Service Inclusive package begins on October 1, 2018. It ends on September 30, 2023 or on the day on which the vehicle reaches a mileage of 62,000 miles, whichever is reached first.

3.4 Upon expiry of the chosen term in years or mileage in miles (whichever is reached first), the entitlement to the services of the Service Inclusive package ends.

4. Sale or Loss of Possibility to use the Vehicle

4.1 The Service Inclusive packages are vehicle-based. They cannot be transferred to another vehicle or used for another vehicle.

4.2 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.

5. Security

All information provided in the BMW Store, such as credit card information, bank account information, address and e-mail address, are automatically encrypted using the Secure Sockets Layer Protocol (SSL). SSL is the industry standard for transferring sensitive data over the Internet.

6. Prices and Payment Terms

6.1 The purchase prices shall be determined according to the prices valid at the time of the order as specified in the BMW Store. All prices are indicated in GBP.

6.2 Payments can only be affected by the means of payment provided in the user account "My BMW Portal". The purchase price shall be due and payable immediately upon conclusion of the contract.

7. Redemption of Service Inclusive Packages; Scope of Services

7.1 The customer can redeem the Service Inclusive packages at all participating BMW service partners worldwide. Further information on the participating BMW service partners are available at <https://www.bmw.co.uk/en/footer/contact/find-a-bmw-centre.html>

7.2 The customer is entitled to any services included in the respective Service Inclusive package, regardless of how often services are due during the term.

7.3 Service Inclusive services can only be requested if the intelligent maintenance system (Condition Based Service / CBS) in the vehicle indicates the service requirement.

7.4 "Service Inclusive" consists of the following scope of work, including genuine BMW parts and oil used to provide the services:

BMW ICE (Internal Combustion Engine; excluding BMW M Modell):

- Engine oil service
- Service Top-Ups (Engine Oil)
- Service vehicle check in accordance with BMW guidelines
- Service air filter
- Service fuel filter (Diesel)
- Service micro filter
- Service spark plugs (gasoline)
- Service brake fluids

BMW M:

- Engine oil service
 - Service Top-Ups (Engine Oil)
 - Service vehicle check in accordance with BMW guidelines
 - Service air filter
 - Service micro filter
 - Service spark plugs
 - Service running-in check
 - Service rear axle differential*
 - Service front axle differential*
 - Service transfer box*
 - Service brake fluids
- * in accordance with BMW M model specific service guidelines

BMW BEV (Battery Electric Vehicle):

- Service vehicle check in accordance with BMW guidelines
- Service micro filter
- Service brake fluids

BMW PHEV (Plug-in Hybrid Electric Vehicle):

- Engine oil service
- Service Top-Ups (Engine Oil)
- Service vehicle check in accordance with BMW guidelines
- Service fuel filter (Diesel)
- Service micro filter
- Service spark plugs (gasoline)
- Service air filter
- Service spark plugs
- Service brake fluids
- Service door hinge*

- Service gas pressure spring front door*
* only valid for BMW i8

7.5 The customer is not entitled to the services, if (i) the vehicle has not been operated properly, (ii) the vehicle has been overstressed (e.g. due to use in motorsport competitions), and/or (iii) the maintenance intervals displayed in the vehicle (for motor oil change, air filter, fuel filter, micro filter, spark plugs and brake fluid) or the time / mileage requirements specified by BMW (for vehicle check and standard scopes) have not been complied with.

8. Right of cancellation for consumers

Right of cancellation:

If you are a consumer, you have the right, within fourteen days after this contract is entered into, to cancel this contract without giving reasons.

In order to exercise your right of revocation, you must inform us (BMW UK, BMW Customer Information Centre, Phoenix One, 59-63 Farnham Rd, Slough, SL1 3TN, e-mail: bmwconnecteddrive@bmw.co.uk) by means of a clear statement (e.g. a letter sent by post or e-mail) of your decision to cancel this contract. You can use the model cancellation form below for this purpose, but this is not mandatory.

Consequences of cancellation:

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

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

Cancellation form

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

By post to: BMW UK, BMW Customer Information Centre, Phoenix One, 59-63 Farnham Rd, Slough, SL1 3TN.

Or via e-mail to: bmwconnecteddrive@bmw.co.uk

- I/we (*) hereby give notice that we cancel our contract for the supply of the following services
 - Ordered on (*)/received on (*)
 - Vehicle VIN number
 - Name of the consumer(s)
 - Address of the consumer(s)
 - Signature of the consumer(s) (only in case of communication by paper)
 - Date
-

(*) Delete as applicable.

9. Customer Service

The BMW customer service can be reached by e-mail at bmwconnecteddrive@bmw.co.uk. The BMW ConnectedDrive hotline is available from Monday to Friday from 08:00 to 19:00 hours and Weekends from 09:00 to 17:00 hours at the telephone number +44 (0) 800 3256 000.

10. Liability

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

10.2 BMW shall not be liable for the consequences of malfunctions, interruptions and functional impairments of the services.

10.3 Subject always to Sections 10.1, 10.2 and 10.4, in no circumstances shall BMW or its employees or agents be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill or loss (whether direct or indirect) of anticipated savings or wasted expenditure in connection with this contract.

10.4 Nothing in this Section 10 shall exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be unlawful to exclude liability.

11. Jurisdiction / Applicable law

11.1 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

11.2 Each of the customer and BMW irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

Last Revised: November 2021

BMW Digital Services / MINI Digital Services

Date Revised: 22-June-2022; Version: Release 11/22

Please note: Each Service and its functions depend on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of Services may differ. Depending on our service structure, some available Services cannot be booked individually. The runtime of a Service refers to regular bookings, trial offers are handled separately. The term "lifetime" of a Service in the Service Description List means the lifetime of the vehicle, in this case other information on its durations (e.g., on invoices) do not apply.

BRAND	SERVICE	DURATION	
		Ex-Factory	ONLINE / STORE
- BMW; MINI BMW; MINI	Amazon Alexa Car Integration Amazon Alexa Car Integration	3Y	1Y
- BMW; MINI BMW; MINI	Concierge Services Concierge Services	3Y	1Y
- BMW; MINI BMW BMW; MINI BMW BMW; MINI	Connected E-Mobility eDrive Zone Charging Management Public Charging eDrive Services	LT LT 3Y LT (BMW) / 3Y (MINI)	 1Y 1Y 1Y
- BMW BMW BMW	Connected Music Connected Music Online Entertainment	3Y 1Y	1Y 1Y
- BMW BMW BMW BMW BMW	Connected Parking On-Street Parking Information (OSPI) Parking Situation at Destination Parking Space Assistant (Parking Finder) Parking Payment	3Y 3Y 3Y 3Y	1Y 1Y 1Y 1Y
- BMW BMW	Digital Key Comfort Access with BMW Digital Key	LT	
- BMW; MINI BMW; MINI BMW; MINI	Intelligent eCall and Legal eCall Intelligent eCall EU eCall	LT LT	
- BMW BMW BMW BMW	Intelligent Personal Assistant BMW Intelligent Personal Assistant Intelligent Functions InCar Experience	LT LT LT	1Y 1Y 1Y
- BMW BMW	Interior Camera Interior Camera	LT	1Y
- BMW	BMW Snapshot	LT	1Y
- BMW; MINI BMW; MINI BMW; MINI BMW; MINI	Maps Map Update Routing Real Time Traffic Information (RTTI)	3Y 3Y 3Y	1Y 1Y 1Y
- BMW	Personalization		

	BMW	Personalization with ID7/ID8	LT	
-	BMW; MINI	Remote Control		
	BMW; MINI	Remote Services	LT	1Y (BMW) / LT (MINI)
	BMW	Remote Engine Start	LT	LT
-	BMW	Remote Software Upgrade		
	BMW	Remote Software Upgrade		
-	BMW	Remote Surveillance		
	BMW	Drive Recorder	LT	1M / LT
	BMW	Remote 3D View	LT	1Y
-	BMW; MINI	Repair & Maintenance		
	BMW; MINI	RMI Services*	LT	
	BMW	Smart Maintenance*	LT	
	BMW; MINI	Teleservices	LT	
-	BMW; MINI	Smartphone Integration		
	BMW; MINI	Smartphone Integration	LT	LT
-	BMW; MINI	Technical Basis		
	BMW; MINI	Customer Hotline*	LT	
	BMW	eSIM	LT	
	BMW; MINI	Evaluation of Diagnostics Data*	LT	
	BMW	Extendable Car Communications (xCC)	LT	
	BMW; MINI	Future Mobility Solutions*	LT	
	BMW; MINI	MyInfo*	LT	
	BMW	Sensor Data Usage Information*	LT	
	BMW	WLAN Hotspot	LT	
-	BMW	Safety Camera Information		
	BMW	Safety Camera Information	1Y	1Y
-	BMW; MINI	Vehicle Apps		
	BMW; MINI	Vehicle Apps	3Y	1Y

* Base Service

Amazon Alexa Car Integration

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

Service Description

Amazon Alexa Car Integration provides you with access to Amazon's familiar voice service in the car. The My BMW Alexa Skill enables users to control certain vehicle functionalities via Alexa-enabled devices.

In Detail

Once the Amazon Alexa Car Integration set up is completed, simply press the voice button on the steering wheel and say 'Alexa' followed by your question or command to activate Alexa in the car. More than 30,000 skills are currently available for Alexa, including the ability to control your smart home while on the road. You can also find out about the weather, play your favorite song, add entries to your calendar or order products from Amazon with a voice command. Certain features of the service utilize your smartphone to stream data, e.g. music streaming. The smartphone's mobile data connection might also be used when the phone is connected to the vehicle's Wi-Fi. Data charges will apply based on your mobile phone service. Furthermore, the My BMW Alexa Skill lets users control aspects of their car via voice over Alexa-enabled-devices at home. Using this skill, users can access different functionalities of their car depending on the vehicle capabilities.

We are responsible for the technical interface within your vehicle. Amazon is responsible for all content and its availability which is displayed in your vehicle via Amazon Alexa Car Integration.

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">To use Amazon Alexa Car Integration, you need one of the following option codes in your car: SA609, 606, 6UP, 6UN with production date November 2018 or later or 6C3 or 6C4 with production date November 2020 or March 2021 (market dependent). Furthermore, you need an Amazon account which is linked to your BMW account, "Online Speech processing" and "Third Party" must be activated in your vehicle settings and your smartphone must be connected with your vehicle. To use the BMW Alexa Skill, you must link your BMW and Amazon accounts and enable Remote services.
<u>How-to activate:</u>	Amazon Alexa Car Integration (including BMW Alexa Skill) is available if ordered with the required prerequisites. It is activated once the required settings are adjusted.
<u>What data will be stored in the vehicle?</u>	For Amazon Alexa Car Integration, audio data will be stored in the vehicle until the keyword "Alexa" has been detected. The Alexa response (audio and visual) will be stored until the dialogue is closed. For BMW Alexa Skill, no personal data will be stored in the vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	For Amazon Alexa Car Integration, audio data is processed in the backend until the keyword "Alexa" has been detected. It is automatically sent by the vehicle to our IT systems. Authentication data is also stored. For BMW Alexa Skill, user and vehicle related data are stored within the IT systems.

	Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely pseudonymized 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 Amazon Alexa Car Integration, once the keyword "Alexa" has been detected, audio data, authentication data and location data are shared with Amazon. For BMW Alexa Skill, voice input from the user is handled by Alexa and therefore will be handled according to Amazon's Terms & Conditions.
<u>When will data processed be deleted?</u>	All data will be deleted immediately after processing. Data exchanged with Amazon will be handled according to Amazon's Terms & Conditions. For BMW Alexa Skill, some user data will only be deleted if user is requesting this. Data stored in BMW systems for analysis purposes will be deleted after 2 years.

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. Both at home and abroad. 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, or make a hotel reservation using our booking partner). 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, even when you are abroad.

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

Further Information

<u>Prerequisites:</u>	For Concierge Services, no prerequisites are required.
<u>How-to activate:</u>	Concierge Services are automatically active once the product is purchased.
<u>What data will be stored in the vehicle?</u>	For Concierge Services, requested POIs including details are stored (location and movement, account and vehicle information).
<u>What data will be processed or stored in BMW IT systems?</u>	For Concierge Services, you are connected to the call center when you push the call button in your vehicle. The vehicle's identification, location, and if route guidance is activated, the selected route may be transmitted to the service providers commissioned by us to provide the service. Location and movement data and account and vehicle information are stored. Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	For Concierge Services, data may be transmitted to the service providers commissioned by us to provide the Service.
<u>When will data processed be deleted?</u>	For Concierge Services, personal data in our IT systems will only be used to provide the service and will then be deleted. You may delete the data stored in the vehicle at any time.

Connected E-Mobility

Date Revised: 02.06.2022; Version: Release 11/22

Service Description

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

In Detail

eDrive zone is an intelligent function, which automatically switches your vehicle to electric driving mode in selected/mandatory urban areas if possible. This means that you are automatically driving emission-free in particularly polluted urban areas. Thereby, you are making a positive contribution to reducing emissions in inner-city areas.

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.

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">• eDrive zone is available for hybrid vehicles only.• Charging Management is only available for electrified vehicles in combination with active eDrive Remote Services.• Public Charging functions are only available for electrified vehicles. You need a BMW Charging contract and assign the contract to your vehicle.• eDrive Services are available for electrified vehicles only.
<u>How-to activate:</u>	<ul style="list-style-type: none">• eDrive zone is activated by default.• 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. To display the current electrical range via map, you must activate "Range". eDrive Services are activated by default. To activate range map, the map direction of your navigation must be set to north or driving direction (not in perspective).
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> For eDrive zone, the functional settings will be stored in your BMW profile. For Charging Management, GPS position, state of charge and charging settings will be stored. For Public Charging, 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 eDrive zone, we process an approximate position of the vehicle (not exact position) 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, 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 eDrive zone, BMW Charging Management and Public Charging, 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 eDrive zone, we automatically delete your data. 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, 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>

Connected Music

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

Service Description

Connected Music contains various functions: Connected Music and Online Entertainment. These functions enable you to hear your favorite songs anytime and anywhere directly in the vehicle.

In Detail

Connected Music offers you direct and unlimited access to several million music tracks. You can use the service to log-in with your existing premium account of our music partner. Additionally, you will have the option to create an in-vehicle account with specific music partners. So now, whether you're going to work, on a shopping trip or on holiday, you can choose from a range of content providers to stream your own music – straight into your BMW. The availability of music partners depends on markets.

Online Entertainment offers you direct and unlimited access to more than 30 million music tracks. You can use the flat-rate voucher to open an account for unlimited music access with our music partner. The advantages for you: Access to more than 30 million songs by flat-rate account with our music partner, music downloads are possible in the vehicle onto the built-in hard disc and your music account is transferrable to other devices. The offer includes music flat-rate voucher and mobile data flat-rate.

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 Connected Music, you need a data-account with music streaming enablement (supported by our cooperation partners). You can log-in with your existing music account.• To start using Online Entertainment, you must redeem the flat-rate voucher in the vehicle first. This can be done by registering at one of our music partners in your vehicle. Alternatively, you can use your existing account of our music partners.
<u>How-to activate:</u>	<ul style="list-style-type: none">• If you have a premium account of one of our music partners, you can login to Connected Music with your existing music streaming account.• During the activation process in the vehicle, you can choose a partner and the service will be activated for the full-time subscription. The activation requires that you provide either your existing credentials for our music partner's account or provide new credentials to create new account at the music provider. The Terms and Conditions of the music provider must be accepted at the end of the registration.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">• For Connected Music and Online Entertainment, auto-login data, anonymized statistics, and performance relevant data are processed and stored to guarantee proper service operation.
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none">• For Online Entertainment, account and vehicle information, music provider specific data and anonymized usage statistic (if activated by the customer) are 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>

<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> • For Connected Music, the music provider specific data (see above) is routed directly from our IT systems to our music partner. Our IT systems do not permanently store this data. • For Online Entertainment, the account and user behavior data are shared with the music provider.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> • For Connected Music, you can use the "Delete personal data" function in the vehicle's menu to remove all stored data. All data processed in our IT system, will be automatically deleted. • For Online Entertainment, you can use the "Delete personal data" function in the vehicle's menu to remove all stored data as well. All data processed in our IT system, will be automatically deleted. Your music provider account credentials are automatically deleted after your Online Entertainment subscription expires or you actively delete your data.

Connected Parking

Date Revised: 28-February-2022; Version: Release 7/22

Service Description

Connected Parking services provide you with various parking functions: On-Street Parking Information (OSPI), Parking Situation at Destination, Parking Space Assistant (Parking Finder) and Parking Payment. These functions provide you with parking information and assist in finding a parking space to ensure a joyful and stress-free driving experience. These functions can be used to improve and automate parking processes, such as payment processes or by proactively suggesting best parking options.

In Detail

On-Street Parking Information (OSPI) tells you where you can most likely find a vacant on-street parking space near your destination. Roads where the likelihood of finding a parking space is high are marked on the map. If a parking space near your destination becomes vacant at short notice, this will be displayed as well.

Parking Situation at Destination service displays the information about general parking situation (easy, medium, difficult) close to your destination.

Parking Space Assistant (Parking Finder) helps you to find parking facilities next to your destination, to choose the best route and proactively suggests best parking options. If your car is electric or hybrid, the Parking Place Assistant generates park and charge suggestions close to your destination as well.

Parking Payment enables you to pay cashless for parking via your car. If the car is parked in a supported area, the payment option is offered in the car by 3rd party providers which whom you can enter into parking contracts through the in-car app. After confirmation, the car holds a valid digital parking ticket. BMW is not responsible for providing this digital parking ticket which is the sole responsibility of the 3rd party providers. Parking transactions can be monitored via a companion app on the smartphone.

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">On-Street Parking Information (OSPI) requires a subscription, minimum Navigation Professional package, vehicle built after November 2016 and BMW Online Apps.Parking Situation at Destination, Parking Space Assistant and Parking Payment require a subscription, a minimum Live Cockpit Professional package and a vehicle built after July 2018.
<u>How-to activate:</u>	<ul style="list-style-type: none">On-Street Parking Information (OSPI), Parking Situation at Destination and Parking Space Assistant (Parking Finder) are activated by default once you have purchased the subscription and available only in defined areas.Parking Payment is activated by default once you have purchased the subscription. The service is available only in defined areas.
<u>What data will be stored in the vehicle?</u>	For On-Street Parking Information (OSPI), Parking Situation at Destination, Parking Space Assistant (Parking Finder) and Parking Payment, 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"> • For On-Street Parking Information (OSPI), position and movement data, parking events, sensor data will be stored. • For Parking Situation at Destination, position and movement data, parking events and sensor data will be collected. The data is not stored in our IT systems but sent to the 3rd party provider to be processed, and then sent back to the cars. • For Parking Space Assistant (Parking Finder), parking settings and vehicle data will be stored. • For Parking Payment, account and vehicle data will be collected for debugging purposes in anonymized form. The data stored in our IT system refers only to transactions request. <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 On-Street Parking Information (OSPI), position and movement data, parking events and sensor data is sent to 3rd party provider. • For Parking Situation at Destination, position and movement data, parking events and sensor data is sent to 3rd party provider. A 3rd party vendor provides the parking information. • For Parking Space Assistant (Parking Finder), a third 3rd party provider is used to calculate the search route. All data shared with the provider is anonymized. Routing data and speech bytes stream are shared with the speech service provider. • Parking Payments are supported by an external service provider. For registration purposes, personal data (such as your name, e-mail address, and payment information) need to be shared with this provider in order to enable the service. To offer parking options of relevance, location data such as your vehicle's position will be processed.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For Parking Situation at Destination, data is stored in pseudonymized form only and will be deleted. • For Parking Space Assistant (Parking Finder), parking suggestion and routing data are deleted. Search vendor deletes anonymized search data. • For Parking Payment, all relevant data are deleted from the BMW IT system as soon as the user's BMW ID is deleted. Data held by the 3rd party service provider is subject to the provider's terms and privacy policy. All data stored in the BMW IT systems for debugging purposes are deleted automatically.

Digital Key & Digital Key Plus

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

Service Description

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

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

In Detail

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

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

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

Further Information

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

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

Intelligent eCall & Legal eCall

Date Revised: 06-April-2022; Version: Release 11/22

Service Description

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

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

In Detail

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

The Legal Emergency Call is a statutory emergency assistance system regulated by the European Union. As of March 31st, 2018, all new vehicle and light truck models homologated in the European Union must be equipped with this emergency call. Vehicle integrated sensors when activated (air bag deployment, front seat belt tensioners, etc.) automatically trigger the emergency call to the Public Safety Answering Point (PSAP). You can also manually activate the function to summon assistance for other road users. The function will also act as a fallback solution to the Intelligent Emergency Call, in case the Intelligent Emergency Call fails, has not been purchased or has expired. The Legal Emergency Call cannot be deactivated.

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 Intelligent Emergency Call and Legal Emergency, no prerequisites are required.
<u>How-to activate:</u>	<ul style="list-style-type: none">• Intelligent Emergency Call and Legal Emergency Call are already activated when the vehicle is handed over to the customer.

<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • For Intelligent Emergency Call, location data and crash details are stored. • For Legal Emergency Call, location data and information as described in European Standard EN15722 are stored in the vehicle according to Regulation (EU) 2015/758 of the European Parliament and the Council of the European Union.
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> • 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. • For Legal Emergency Call, no data is processed in BMW IT Systems. All data will be sent directly from the vehicle to the 112 Emergency Service (PSAP). <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 Intelligent Emergency Call, data like current location and alert may be transferred anonymously to 3rd party traffic providers to help warn other road users of an incident and potential changes in traffic. The user's request as well as the necessary data will be transmitted to service providers commissioned by BMW to perform the service. • For Legal Emergency Call, no data is transferred to 3rd parties.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For Intelligent Emergency Call, data will be retained until all procedures have been completed. The data stored will then be deleted. Data stored in the vehicle will be overwritten automatically with the next start of the vehicle. • For Legal Emergency Call, data is processed based on the regulation applying to PSAP operation only.

Intelligent Personal Assistant

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

Service Description

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

In Detail

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

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

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

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

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

Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none">• For BMW Intelligent Personal Assistant, the Connected Package service must be purchased to process voice commands online.• In-Car Experience: For Experience Mode, you need a 6U3 Live Cockpit Professional + In-Car Experience via 6C3/6C4 Connected Package Professional, minimum hardware options (Ambient Light as a standard, Seat Heating for driver and front passenger, Climate) and eventually the 3/19 software upgrade via remote software upgrade service. For Caring Car Program, you need 6U3 Live Cockpit Professional + In-Car Experience via 6C3/6C4 Connected Package Professional, minimum
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	<p>hardware options (Ambient Light, Seat Heating or Ventilation, Automatic Air-Conditioning) and the 3/19 software upgrade via the remote software upgrade service.</p> <ul style="list-style-type: none"> For Intelligent Functions, you need a vehicle equipped with Live Cockpit Professional (6U3) and you have to enable "Learning drive behaviour" in the Vehicle Privacy Menu ConnectedDrive settings (only for Automate my Habbits and Smart Window Opener).
<u>How-to activate:</u>	<ul style="list-style-type: none"> For BMW Intelligent Personal Assistant, online voice processing is disabled by default and can be activated by a pop-up that appears after having pressed the voice control button for the first time. It can be disabled in the language settings menu or in the data privacy menu. Offline voice processing in the vehicle is always available. For In-Car Experience, you must activate the function in the vehicle interactive display or via speech command. For Intelligent Functions, you must configure your preference in the vehicle (Automate My 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 images manually using the BMW Curved Display menus while parked. 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 BMW ID. Your vehicle must be located in a country where the use of this function is legally permitted. Vehicle tracking must be 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.
<u>When will data processed be deleted?</u>	For Interior Camera, you can delete individual data in the My BMW App. Once the app has been uninstalled from your smartphone, all connected data is permanently deleted. Image data is saved on our server until it has been successfully downloaded to the app or will be automatically deleted. Furthermore, all data is deleted when using the "Reset to factory settings" function.

Maps

Date Revised: 28-May-2022; Version: Release 11/22

Service Description

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

With Maps and its multiple services, you can always experience the best journey, before, during and after your travel. It makes your journey safer, faster, and more predictable.

In Detail

The Map Display presents you a map with all information you need before, during and after your drive. Depending on your driving situation, additional information can be displayed. Information is being presented according to your personal needs and habits and coming from various sources, including from promotional partners. The display of promotional content can be deactivated in the vehicle's privacy menu. With your separate consent, which you can also give in your vehicle's privacy menu, you will also receive situational recommendations.

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 several possible update processes: Over-the-Air Map Update, USB Map Update and USB Map Update Portal.

- Over-the-Air Map Update provides updates via the permanently installed SIM card (for the pre-selected region). The update incurs neither license fees nor transmission costs. Without the need to register or log in to a portal, the navigation system is always equipped with up-to-date maps. Even during the update process, the navigation remains available without any restrictions.
- For USB Map Update, the dealer provides an update of an entire region (e.g. Europe).
- For USB Map Update Portal, the portal provides an update of an entire region (e.g. Europe).

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 (incl. online information), being enriched by content of promotional partners. The display of promotional content can be deactivated in the vehicle's privacy menu.

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 such as heavy rain, black ice or fog. Hazard Preview draws on anonymous vehicle sensor data gathered from other road users.

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

Further Information

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

	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 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 pseudomized 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 Over-the-Air Map Update, 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 after 30 days.

Personalization

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

Service Description

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

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

In Detail

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

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

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

Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none">For Personalization with ID7/ID8, you need a 6U1 Live Cockpit or 6U2 Live Cockpit Plus or 6U3 Live Cockpit Professional, a vehicle provisioned for ConnectedDrive market, a vehicle provisioned with BMW Operating System 7 or higher and a BMW ID.For vehicles with BMW Operating System 8.1. and newer the vehicle is linked automatically with the BMW ID after an in-car login.
<u>How-to activate:</u>	For Personalization with ID7/ID8, you have to setup a personal account once per vehicle via My BMW App and QR code scan or via typing in BMW ID credentials. You can activate personal account automatically when unlocking with the key linked to the BMW ID or by choosing it manually on the display.
<u>What data will be stored in the vehicle?</u>	For Personalization with ID7/ID8, all personal vehicle settings will be stored.

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

Remote Control

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

Service Description

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

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

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, 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</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

<p><u>stored in BMW IT systems?</u></p>	<p>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.</p> <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>
<p><u>What data will be transferred to 3rd parties?</u></p>	<p>For Remote Services and Remote Engine Start, no data will be transferred to 3rd parties.</p>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For Remote Services, the command history and vehicle data is 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: 21-June-2022; Version: Release 11/22

Service Description

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

In Detail

Remote Software Upgrade ensures that your vehicle has the most recent software and upgrades are simply installed over-the-air, just as they are for your smartphone. Additionally, you can stay flexible by keeping your BMW software up to date or to add new features to your vehicle. The fastest and most convenient way to download new software is by downloading it via the My BMW App on your smartphone using a Wi-Fi connection. Alternatively, you can install it directly using the SIM card installed in the vehicle.

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

Further Information

<u>Prerequisites:</u>	<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>You can purchase vehicle functions and services via the BMW Store on the web portal with extra costs. After buying the service, an activation token is sent to the vehicle. The activation must be confirmed within the vehicle. The start of the installation process always must be confirmed manually in the vehicle. The vehicle cannot be used during the installation process, which lasts roughly 20 minutes. Therefore, the vehicle has to be parked safely. Before starting the upgrade windows, sunroof and/ or convertible tops must be closed. You can deactivate the Remote Software Upgrade functionality in the Data Privacy menu in the vehicle at any time.</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 BMW ID are used and are shared with external service providers for the purpose of roadside assistance alone, if necessary.</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.
<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.

Remote Surveillance

Date Revised: 10-June-2022; Version: Release 11/22

Service Description

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

These functions enable you to remotely visualize the surroundings of your vehicle, proactively or when the alarm is set off, as well as automatically record an accident while driving.

In Detail:

When you 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 visualize them. All Remote 3D View data belong to the user. The use of data and of the function is only permitted for private and security purposes. We do not publish Remote 3D View data and, therefore, are not legally liable for any content shared. It is your responsibility to ensure you have the appropriate permissions from any people and/or sensitive institutions captured in the image when sharing your Remote 3D View screenshots. Any mapped user in the vehicle can use Remote 3D View.

The Drive Recorder, once activated, continuously records the surroundings while driving. For manually recording a driving experience, you can either use the event recorder, which saves up to a maximum of 60 seconds in the vehicle flash storage, or the USB recorder, which saves the video without length limitations directly into your USB flash drive. In case of an accident, the accident recorder will automatically save the video. The type of capture depends 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 check your local data protection regulation to ensure your compliance.

Via the Anti-Theft Recorder, once activated, you will be notified in the My BMW App when the alarm is set off. Additionally, a video will be captured from the surroundings that you can download encrypted videos and visualize remotely in the My BMW App. Any user mapped into the vehicle will received the notification and can download the video captured.

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

Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none">• For Remote 3D View, you must add your vehicle to your BMW ConnectedDrive account. Your vehicle must be located in a country where the feature is legally permitted to use, and the vehicle location has to be turned on in the vehicle.• For Remote 3D View and Drive Recorder, you need a 6U3 Live Cockpit Professional / 6U2 + SA5DN /5DW + SA6AE (for digital after-market sales).• 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.
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<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 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 event or accident recordings 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 and Interior Camera, no data will be stored in the vehicle. • For Drive Recorder and Anti-Theft Recorder, no personal data is processed by BMW. The video and vehicle drive data will be stored only in the vehicle and will be available for export.
<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 the app. • For Drive recorder, no personal data will be stored in the vehicle. The video, along with other vehicle data, are saved in the vehicle. • 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.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For Remote 3D View and Interior Camera, you can delete each image data individually in the My BMW App. If the app is uninstalled from your phone, all captured information will be permanently deleted. Images are saved on our server until they are successfully downloaded to the app and will be deleted afterwards. • For Drive Recorder, videos and the corresponding vehicle data can be deleted at any time from the app recordings menu. You can disable the recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu. • For Anti-Theft Recorder, you can delete each image individual in the My BMW App, and from the app recording menu in the vehicle. You can disable the recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu.

Repair & Maintenance

Date Revised: 01-June-2022; Version: Release 11/22

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. You can easily communicate with the environment via 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 My BMW App / MINI App if you have connected your vehicle to the My BMW / MINI portal or the My BMW 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 My BMW / 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 My BMW App / MINI App, within the My BMW / 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 My BMW 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. 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 My BMW App / MINI App, within the My BMW / 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 My BMW 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</u>	No data will be processed in our IT systems, all data is directly processed on your smartphone.

<u>stored in BMW IT systems?</u>	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: 22-June-2022; Version: Release 11/22

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 and MyInfo.

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

In Detail

The service contains different features:

Via Customer Hotline, you can ask any question about us or our products or request certain services. The hotline connects you with a customer service agent, who will take care of your requests.

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. 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 network provider.

Via WLAN Hotspot, you can surf the web from your car. You can access the hotspot without consuming data from your mobile phone plan. The connection is made possible via the SIM card installed in your BMW, along with the roof antenna. In order to establish a data connection to the WLAN Hotspot as a ConnectedDrive user, you need a free HotSpot Drive customer account with our partner and a suitable data volume subscription.

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

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

Further Information

<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 phone contract that supports the service. Whether a specific tariff of the participating mobile network provider supports this service, has been specified in the mobile phone contract. Please consult your mobile network provider in case of doubt. • For WLAN Hotspot, you need a compatible device. The service requires SA6NW (telephony with wireless charging) option and a data contract with the respective internet service provider. • For MyInfo, no prerequisites are necessary. To use MyInfo with Google Maps, you must have a Google account and link your BMW Assist to that account.
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> • 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. • For WLAN Hotspot, you have to connect your device with the service via the vehicle menu. Once you have selected the network and entered the passcode, the mobile device is connected with the service. Additionally, you need to set up a separate contract with your Internet service provider. • MyInfo is activated by default. However, you must activate the Send to Car service in the ConnectedDrive – Remote Cockpit to allow external partner to send requested information directly to your car.
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • For 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 WLAN Hotspot, information about the device will be stored. • For MyInfo, address data 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). • For Extendable Car Communication (xCC), customer and message data will be stored. • For Evaluation of Diagnostic Data, data collected in the vehicle is transmitted in aggregated form to the back end and analyzed there for anomalies specific to the vehicle (vehicle specific technical campaign necessary to restore integrity and security; continuously improve the safety of products and services with pseudonymized data). • For Sensor Data Usage Information, anonymized vehicle sensor data and usage information will be stored in our systems for non-personalized services. For personalized services, a customer identification number may be transmitted, together with vehicle context, which are relevant for the respective use case. • • For 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 WLAN Hotspot, standard data for the registration for ConnectedDrive data may be stored. • For MyInfo, address data will be transferred to the vehicle. <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<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, only anonymized traffic infrastructure data such as road signs and local hazards 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 WLAN Hotspot, data to identify customers will be transferred to 3rd parties.
<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. • For WLAN Hotspot, data will be automatically deleted when you delete your account. • 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.

Safety Camera Information

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

Service Description

Safety Camera Information service provides warnings about upcoming safety cameras. The service warns you about static safety cameras on your route, such as speed cameras and traffic light cameras.

In Detail

Safety Camera Information service provides warnings about upcoming safety cameras to the driver, such as static speed and traffic light 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 Head-up Display (if fitted) 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 software level of 07/19 or greater.
<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 Safety Camera Information app menu.
<u>What data will be stored in the vehicle?</u>	The setting configuration to select where you would like to receive the warning (instrument cluster or head-up display) is stored in the vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	The approximate position of the vehicle (not exact position) is collected (pseudonymized). Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	No data will be transferred to 3 rd parties.
<u>When will data processed be deleted?</u>	The approximate position of the vehicle is stored in pseudonymized form only and will be automatically deleted. Settings can be deleted at any time in the vehicle by the customer.

Vehicle Apps

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

Service Description

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

In Detail

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

This service may include the following apps:

- Via News, you can consume current news from different categories, provided in natural language audio or by text with the option to have them read out to you. With your ConnectedDrive account you can view your personal RSS-feeds in our portal and choose to opt-in to advanced personalization.
- Via Weather, you have a detailed daily preview as well as an outlook for the next days (at any location). Weather warnings will notify you of any storms.
- Online Mail allows you to receive and send emails in the car. Email wizards are offered for the most common email providers, as well as the opportunity to manually configure an e-mail account.
- Via Online Destinations, you will always find updated destinations and the latest information about them. If your phone is connected to the vehicle, the search will also search phone contacts for matches if the contacts are enabled in the My BMW App or vehicle. You can flag your favorite destination, search for new destinations within the app and simply send them directly to your BMW.
- Via Fuel Price Search, you can look for gas stations, filtered by fuel type. This function is also available for charging stations.
- Via Learning navigation, you can control whether location data for the intelligent mobility assistant is collected from the vehicle.
- Via Received destinations, you have the option of directly viewing, deleting, saving as favorites, or starting route guidance to the destinations and planned appointments you have sent to the vehicle.

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

Further Information

<u>Prerequisites:</u>	For Vehicle Apps, you need the ConnectedDrive Services package (6AK), Connected Package (6C1), Connected Package Plus (6C2) and Connected Package Professional (6C3/6C4).
<u>How-to activate:</u>	You will find this function in your vehicle under apps.
<u>What data will be stored in the vehicle?</u>	For Vehicle Apps, no data will be stored in the vehicle.

<u>What data will be processed or stored in BMW IT systems?</u>	<p>For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app.</p> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	<p>For Vehicle Apps, anonymized data will be shared and used to deliver personalized content and service improvement (News). Furthermore, personalization actions, online internet search, mobility profile and destinations learned will be transferred to 3rd parties.</p>
<u>When will data processed be deleted?</u>	<p>Data processed for the services will either be automatically deleted, deleted at your request, or removed by you.</p>