

# BMW

## Terms & Conditions

### BMW Connected Drive

Date Revised: 30-October-2023; Version: Release 03/24

#### 1. BMW Digital Services and BMW Connected Drive Contract

1.1 BMW Group South Africa, with its registered office situated at 1 Bavaria Rd, Halfway House Estate, Midrand, 1685, South Africa, (hereinafter "BMW") provides the customer with vehicle related information, auxiliary services, and the temporary or permanent activation of additional functions (hereinafter altogether "Services") under the name "BMW ConnectedDrive" in accordance with these General Terms and Conditions of Business and Use (hereinafter "Terms and Conditions").

1.2 In order to make Services available to the customer, the commencement of a BMW ConnectedDrive contract between the customer and BMW is required. The BMW ConnectedDrive contract constitutes the framework agreement between BMW and the customer and provides access to the BMW digital base Services (standard equipment) (hereinafter "Base Services") as set out in the equipment list of the respective BMW vehicle (hereinafter "Vehicle") for the customer without any additional payment obligation.

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

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

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

b) If all Services are exclusively part of the optional equipment of the new Vehicle, the BMW ConnectedDrive contract between the customer and BMW comes into effect when the first Service is activated by BMW after the first registration of the new Vehicle.

1.4 The customer receives a declaration of acceptance for the Services booked with the Vehicle purchase in addition to the order confirmation. The customer receives a separate declaration of acceptance for the Services booked in the BMW Store. If the customer does not receive an express declaration of acceptance,

acceptance is granted by activation of the respective Service.

- 1.5 The customer may have the SIM card installed in the Vehicle deactivated at any time by an authorized BMW dealer, a BMW subsidiary or an authorized BMW workshop. The deactivation of the SIM card disables all Services, except legally required functions and transmission of data only (as specified below).
  - a) If the customer requests such deactivation of the SIM card before the new Vehicle is handed over, this is recognized as withdrawal from the commenced BMW ConnectedDrive contract.
  - b) 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 relevant electronic map data, the SIM card cannot be deactivated completely. This does not affect an effected withdrawal from the BMW ConnectedDrive contract. If the customer requests the deactivation of the SIM card after the new Vehicle is handed over, the termination of the BMW ConnectedDrive contract and its Services is determined by the section "Duration and Termination of the BMW ConnectedDrive contract and its Services".
  - c) The deactivation of the SIM card does not automatically disable the functionality of already activated functions as described in the second subsection of the section "Description and availability of the services". If a part of such function requires an online data connection, this part will no longer be available after deactivation of the SIM card.
- 1.6 For a right of revocation as a consumer please see section "Right of revocation for consumers".

## **2. My BMW Portal and BMW Store**

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

## **3. Description and availability of the Services**

- 3.1 The scope of the individual Services, their terms and availability are described in detail during the booking process and as an appendix to these Terms and Conditions (hereinafter "Service Descriptions"). BMW also offers some Services bundled in the form of subscriptions. The costs of the Services are shown by BMW during the booking process either for an individual Service or for several Services together.
- 3.2 As far as a Service needs a temporary or permanent activation of an additional function, the customer will be provided with a code to activate the respective functionality only. The operation of such functionality requires the correct operation of certain hardware and software in the Vehicle, which is not subject of such

a Service.

- 3.3 Depending on the Vehicle generation, it may be necessary to log in to the Vehicle with the BMW ID for the full range of functions of certain Services; details on this are specified in the respective Service Descriptions as current at the time of purchase of such Service.
- 3.4 The Services are provided via an online data connection enabled by a SIM card installed in the Vehicle and are dependent on the functionality and operation of the mobile network for the installed SIM card. Some Services require an online data connection permanently, other Services only temporarily (e.g. for transmission of an activation code). The Services are therefore in some cases spatially limited to the reception and transmission of the radio stations for the respective network. The Services can therefore also be affected by physical hindrances, in particular by atmospheric conditions, topographical features, the position of the Vehicle and obstacles such as bridges and buildings.
- 3.5 Disruptions to the Services may result from force majeure including strikes, lockouts, and official orders, as well as from technical and other measures that are necessary, for example, at the facilities of BMW, the suppliers of traffic data or the network operators for proper operation or improvement of the Services (e.g. maintenance, repair, system-related software updates, extensions). Service disruptions may also result from short-term capacity bottlenecks due to peak loads on the Services or from disruptions in the area of third-party telecommunications systems. BMW shall make all reasonable efforts to remedy such faults and any faults caused by malfunctions of the software relevant for the Service stored in the customer's Vehicle (so-called bugs) or to work towards their elimination without undue delay. In order to rectify faults in a Service, BMW is entitled to make adjustments (e.g. configuration adjustments to the software) by remote access to the Vehicle software (hereinafter "Remote Action"), provided that all of the following conditions are met:
- a) The rectification of the fault has no negative effect on the operational safety of the customer's Vehicle;
  - b) It is to be expected that the Remote Action will 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 as to be carried out previously in a fault-free state); and
  - d) It is expected that the Remote Action will not cause undue impairments to the customer (e.g. longer-term failures of more than 10 (ten) minutes per attempt of a Remote Action, disruptions of other Services, even short-term failures of other vehicle functions, or to loss of personal settings or data of the customer).
- 3.6 Subject to the conditions set out in the previous subsection, BMW is also entitled to carry out Remote Actions to comply with statutory provisions, to eliminate malfunctions of software stored in the Vehicle and to remedy security loopholes.
- 3.7 If a Remote Action is not feasible for technical reasons, in particular due to insufficient mobile data connection or due to temporary vehicle conditions (e.g. vehicle conditions that are not suitable for the respective Remote Action, such as parking/living/driving; locking/unlocking the Vehicle during the Remote

Action; starting an EU eCall), BMW is entitled to repeat the Remote Action.

- 3.8 BMW may indicate to the customer via the Vehicle's central information display the availability of Remote Software Upgrades (provision of software updates over the air) which require that the customer confirms the installation of the upgrade via the Central Information Display. Certain Services may not be functional or limited in their functionality until the customer installs the indicated Remote Software Upgrade. Information about the respective upgrades is provided to the customer as part of the notification of its availability.

#### **4. Use of the Services**

- 4.1 The customer may not use the Services for illegal purposes and will ensure that third parties do not do so either. The customer is not entitled to pass on the data and information received within the use of the Services to third parties for commercial purposes or to process them further.
- 4.2 The customer bears the costs of misuse of Services (e.g. the emergency call).
- 4.3 The BMW ConnectedDrive contract between BMW and the customer as well as the Services booked by the customer are vehicle-bound and cannot be transferred to or used in another vehicle.

#### **5. Booking additional Services via the BMW Store**

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

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

#### **5.3 Compliance and sanction lists**

BMW may refuse a booking in the event of the customer being subject to sanctions (for further information and consequences see section "Duration and Termination of the BMW ConnectedDrive contract and Services").

#### **5.4 Provision and activation of Services**

After the Service is booked, a provisioning file is sent via data connection to the Vehicle and the Service is activated. The process cannot be executed if the data connection is interrupted. In such a case, the provision of the Service shall be delayed accordingly until the transmission to the Vehicle can be carried

out.

## 5.5 Payment

- a) The stated prices are South African Rand (ZAR) prices including value added tax.
- b) The customer is in default of payment if he/she has not paid within 30 (thirty) days of the invoice date.
- c) In the event of late payment by the customer, BMW shall be entitled to suspend or discontinue the provision of the affected Services and to deactivate the customer's access authorization to the affected Services until the customer has fulfilled his/her payment obligation.
- d) The customer may only offset against claims by BMW if the customer's counterclaim is undisputed or has been legally established. This does not apply to a counterclaim based on intent. The customer may only assert a right of retention if this is based on claims arising from the contractual relationship with BMW.

## 6 Sale or permanent transfer of the vehicle

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

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

- 7.1 The BMW ConnectedDrive contract shall be valid for an indefinite period in conjunction with the use of the Services.

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

BMW can ordinarily terminate the BMW ConnectedDrive contract with a one-month notice period at the earliest 5 (five) years after its commencement. In case of an ordinary termination, the BMW ConnectedDrive contract remains in force and effect for any ongoing Service with limited duration until the term of the respective Service has lapsed and/or for any Service with an indefinite duration until such can be terminated ordinarily.

- 7.2 Base Services are commenced with an indefinite duration. The duration of any additional Service is determined by the individual contract for the respective Service, either with limited duration with a maximum of 2 (two) years or with indefinite duration with a once-off payment or a monthly payment.
- 7.3 A Service with limited duration ends with the expiry of its term. If offered by BMW, the customer can book such Service for a new term. If the individual contract specifies that a Service with a limited duration is automatically renewed upon the expiry of its term, both the customer and BMW can prevent the renewal by giving notice at least of 1 (one) month before the end of the respective term.

- 7.4 Except with respect to Services set out in the subsequent subsection, a Service with an indefinite duration can be ordinarily terminated with a one-month notice period by the customer at any time and by BMW at the earliest 5 (five) years after its commencement, in each case without any reimbursement.
- 7.5 A Service with an indefinite duration and recurring payments by the customer can be terminated:
- a) at any time with effect from the date of the next due payment;
  - b) immediately by BMW if a customer has not fulfilled a due payment obligation due to the expiry of their means of payment and BMW had previously notified the customer of the upcoming expiry and its consequences at least [four weeks] in advance; the payment conditions set out under "Booking additional Services via the BMW Store" shall remain unaffected.
  - c) except in the cases contemplated by b) above, by BMW in accordance with applicable laws if a customer has not fulfilled their due payment obligation.
- 7.6 If the Vehicle is sold or passed on to a third party, the customer can terminate a Service with limited duration with a six-week notice period without any reimbursement by BMW.
- 7.7 Services can be deactivated by the customer at any time by having the SIM card deactivated, thereby suspending the obligation of BMW to provide affected Services without any reimbursement for the time of such deactivation. This does not apply to legally required functions or provisioning of data.
- 7.8 BMW may suspend, cancel or terminate Services or the BMW ConnectedDrive contract as a whole in the event of the customer being or becoming subject to sanctions (any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union, Her Majesty's Treasury)). Such right can only be exercised, if BMW is no longer permitted to provide the respective Services to or to continue the BMW ConnectedDrive contract with the customer. To the extent the respective Services have already been paid by the customer, the customer is entitled to claim an adequate refund regarding the unused/cancelled Service provided that BMW has received the approval from the competent authority (to the extent required under the applicable sanctions).
- 7.9 The right of extraordinary termination of the BMW ConnectedDrive contract and any individual Service remains unaffected.

## **8. Contact**

- 8.1 The BMW customer service can be reached at [info@bmw-connecteddrive.co.za](mailto:info@bmw-connecteddrive.co.za). The BMW ConnectedDrive hotline is available from Monday to Friday from 08:00am to 20:00pm under +270800627771.

## **9. Liability**

- 9.1 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.

- 9.2 BMW accepts no liability for the accuracy and topicality of the data and information transmitted via the Services.
- 9.3 BMW shall not be liable for the consequences of malfunctions, interruptions, and functional impairments of the Services, in particular in the cases of physical hindrances and disruptions of services.
- 9.4 In the event of negligence, BMW shall only be liable in the event of a breach of material contractual obligations (cardinal obligations), such as those which the contract is intended to impose on BMW in accordance with its content and purpose or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer regularly relies on and may rely. This liability is limited to the typical damage foreseeable at the time of commencement of the contract.
- 9.5 The personal liability of BMW's legal representatives, vicarious agents and employees for damage caused by them through slight negligence is also limited to the extent described in the preceding section.
- 9.6 BMW's liability in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and under the Consumer Protection Act and where applicable, the Product Liability Act remains unaffected by any provisions of the Terms and Conditions. Limitations of liability under the Terms and Conditions do not apply in the event of intent, gross negligence or injury to life, body or health.
- 9.7 To the extent permitted by law, BMW shall not be liable for any claim, loss, damage, injury, cost or expense (including legal fees) suffered or incurred by the customer as a result of the Services or the failure or unavailability thereof, or an act or omission of BMW or its officers, employees, agents or contractors ("Indemnified Parties"). The customer indemnifies the Indemnified Parties against any claims brought against them on account of any such claims, losses, damages, injuries, costs or expenses.

## **10. Data processing and security**

- 10.1 BMW collects, stores and uses personal data and non-personal data of its customers to the extent necessary to provide the respective Service or based on other adequate legal bases (e.g. consent). An overview of each Service including the processed data categories can be found in the respective Service Description (annexed to these Terms and Conditions). Details on the processing of personal data and non-personal can be viewed in the separate Legal Notices on Data Protection.
- 10.2 The customer must inform BMW immediately of any changes to personal data relating to the contractual relationship and the invoicing of Services.
- 10.3 For some functions, only the customer can decide and control whether and to what extent these are activated and can be used in connection with the Vehicle. Some of these functions may also affect other vehicle users and their data. In this case, the customer must inform the other vehicle users about the processing of their data, e.g. by referring to the Legal Notices on Data Protection.

## **11. Right to modify**

- 11.1 BMW reserves the right to modify the scope of the BMW ConnectedDrive contract, provided that both such modification is reasonable for the customer with regard to the overall scope of the agreed contract and as

far as such modification is necessary for the elimination of subsequently arising equivalence disturbances, to adapt to changes of the legal situation or technical requirements for BMW or for operational reasons. In the event of a more extensive modification of the scope of the BMW ConnectedDrive contract, of which the customer can be notified in writing or via an electronic communication channel, the customer may terminate the BMW ConnectedDrive contract extraordinarily within six weeks of receipt of the notification of the modification and have it deactivated free of charge via the BMW ConnectedDrive Hotline. The refund is made on a pro rata temporis basis.

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

## **12. Place of jurisdiction, applicable law and dispute resolution**

- 12.1 Exclusive place of jurisdiction for all claims arising from the business relationship with merchants is Johannesburg, South Africa.
- 12.2 The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in South Africa, moves his/her place of residence or usual place of abode out of South Africa after commencement of the contract or if his/her place of residence or usual place of abode is not known at the time the action is brought.
- 12.3 South African law applies to all disputes arising from or based on this contractual relationship, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer is a consumer within the meaning of the Consumer Protection Act, this choice of law shall only apply insofar as it does not deprive the consumer of mandatory applicable consumer protection regulations of the state in which the consumer has his/her habitual residence at the time of his/her order.
- 12.4 "Out-of-court settlement of disputes"
- We are legally obliged to inform the customer that the European Commission has set up an online dispute resolution platform (OS) for the out-of-court settlement of consumer disputes. You can find the platform at: <http://ec.europa.eu/consumers/odr>.
- BMW will not participate in any dispute settlement proceedings before a consumer arbitration board and is not obliged to do so.



### 13. Right of revocation for consumers

If the customer is a consumer within the meaning of the Consumer Protection Act, he/she has a 10-day right of revocation in the event of the commencement of the BMW ConnectedDrive contract and/or the booking of individual Services (within this section "Contract"). According to Consumer Protection Act, a consumer is any natural person who commences a legal transaction for purposes that predominantly are outside his/her trade, business or profession. In the following the customer is informed about his/her right of revocation:

#### **Cancellation policy**

#### **Right of revocation:**

You have the right, within ten days to revoke this Contract with valid reason.

The revocation period is fourteen days from the day of the commencement of the Contract.

In order to exercise your right of revocation, you must inform us (BMW Group South Africa, BMW Customer Service ConnectedDrive, Midrand, South Africa, e-mail: [info@bmw-connecteddrive.co.za](mailto:info@bmw-connecteddrive.co.za)) by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this Contract. You can use the attached model revocation form for this purpose, but this is not mandatory. In order to comply with the revocation period, it is sufficient to send the notification that you are exercising the right of revocation before the end of the revocation period.

#### **Consequences of revocation:**

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

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

#### **Revocation form:**

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

To  
BMW Group South Africa  
BMW Customer Service ConnectedDrive  
Midrand, South Africa  
E-mail: [info@bmw-connecteddrive.co.za](mailto:info@bmw-connecteddrive.co.za)

- I/we (\*) hereby revoke the Contract commenced by me/us (\*) for the purchase of the following goods (\*)/the provision of the following Services (\*)

- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Reasons for revocation
- Signature of the consumer(s) (only in case of communication on paper)
- Date

(\*) Delete as applicable

## **BMW Digital Services / MINI Digital Services**

Date Revised: 15-October-2023; Version: Release 03/24

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

BRAND	SERVICE
- BMW; MINI	<a href="#">BMW Digital Premium / MINI Connected Package</a>
- BMW; MINI	<a href="#">Call Services</a>
BMW; MINI	Customer Hotline*
BMW; MINI	High Voltage Warn Call*
- BMW; MINI	<a href="#">Concierge Services</a>
- BMW; MINI	<a href="#">Connected E-Mobility</a>
BMW	eDrive Zone
BMW; MINI	Charging Management
BMW	Public Charging
BMW	Plug & Charge
BMW; MINI	eDrive Services
- BMW; MINI	<a href="#">Connectivity</a>
BMW; MINI	Personal eSIM
BMW	WLAN Hotspot
- BMW; MINI	<a href="#">Digital Key</a>
- BMW; MINI	<a href="#">Emergency Call Service</a>
BMW; MINI	Intelligent Emergency Call
- BMW; MINI	<a href="#">Exterior Camera-based Services</a>
BMW; MINI	Drive Recorder
BMW; MINI	Anti-Theft Recorder
BMW; MINI	Remote 3D View
- BMW; MINI	<a href="#">Intelligent Personal Assistant</a>
BMW; MINI	Voice Interaction
BMW; MINI	Intelligent Functions
BMW	In-Car Experience
- BMW; MINI	<a href="#">Interior Camera</a>
BMW; MINI	Anti-Theft Recorder (Interior)
BMW; MINI	Remote Inside View
BMW; MINI	Snapshot
- BMW; MINI	<a href="#">BMW Maps / MINI Navigation</a>

- BMW; MINI Map Update
- BMW; MINI Routing
- BMW; MINI Real Time Traffic Information (RTTI)
  
- BMW; MINI [Personalization](#)
  
- BMW; MINI [Remote Control](#)
- BMW; MINI Remote Services
  
- BMW; MINI [Remote Software Upgrade](#)
  
- BMW; MINI [Repair & Maintenance](#)
- BMW; MINI Teleservice Call\*
- BMW Smart Maintenance
- BMW; MINI Repair & Maintenance Services for Independent Providers
  
- BMW; MINI [Smartphone Integration](#)
  
- BMW; MINI [Technical Basis](#)
- BMW; MINI Evaluation of Diagnostics Data\*
- BMW; MINI Extendable Car Communications (xCC)\*
- BMW; MINI Future Mobility Solutions\*
- BMW; MINI MyInfo\*
- BMW; MINI Sensor Data Usage Information\*
  
- BMW; MINI [Vehicle Apps](#)
  
- BMW; MINI [Video Streaming](#)

\* Base Service

# **BMW Digital Premium**

Date Revised: 31-July-2023; Version: Release 11/23

## **Service Description**

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

## **In Detail**

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

BMW Digital Premium always includes i.e. access to a third-party app store featuring apps from different categories (including music and audio, news and magazines, games, entertainment), extended navigation extended personal assistance features and additional vehicle-specific individualization features and settings, as well as data connectivity for all BMW Digital Premium features (including streaming features, if any) via the SIM card already installed in your BMW.

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

## **Further Information**

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

# BMW Maps

Date Revised: 19-October-2023; Version: Release 03/24

## Service Description

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

## In Detail

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

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

For vehicles equipped with Operating System 9 (OS9), up-to-date navigation map data and driving assistance map data for the vicinity of the vehicle is provided via online data streaming through the SIM-card which is permanently installed in the vehicle. In turn, USB map updates are not offered for such vehicles.

Destination input provides you with easy ways of finding your destination. Entering an address or looking for a point of interest – both make use of a vast amount of information sources. With Search History, you can recall previous search terms and destinations.

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

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

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"><li>• Map Updates: For USB Map Update, the vehicle must be enabled for map update and a valid activation code for a new map must be available. USB Map Update Portal requires a My BMW account, a vehicle which is mapped to the account and an USB stick.</li><li>• If equipped with OS9, all Map-functions require an online data connection via streaming.</li><li>• 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).</li></ul>
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	<ul style="list-style-type: none"> <li>For Routing, you need an active RTTI contract, Navigation Professional (6U3) or Navigation Business (6U2) and software version later than 07/20.</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>Map Updates: For USB Map Update Portal, you must download the relevant Download Manager and perform requested tasks. New map versions need to be downloaded, copied to a USB stick and plugged into the USB port in the car.</li> <li>Routing can be activated and deactivated via the privacy menu in the vehicle.</li> <li>RTTI is automatically activated by default.</li> </ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>Map Updates: USB Map Update and USB Map Portal, no personal data is stored (only new map material).</li> <li>The Navigation stores previous navigation destinations, favorite destinations, search entries and navigation settings. Downloaded driving assistance map data is stored. For Routing, personal route settings are persistent in the vehicle.</li> <li>For RTTI, no personal data is stored in the vehicle.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>Map Updates: For USB Map Update and the USB Map Update Portal, the vehicle identification number (VIN) and country are stored.</li> <li>If equipped with OS9, VIN and country are stored.</li> <li>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. Previous search entries and destination's location data are stored.</li> <li>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.</li> <li>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.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	For Map Display, Map Updates, Destination Input, Routing and RTTI, data is transferred to external partners that are under BMW contract to fulfill the service. This data is either completely anonymous or pseudonymized in a way, that external partners are unable to re-identify a BMW customer.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>Map Updates: For USB Map Update Portal and USB Map Update, personal data will be deleted automatically.</li> <li>For Routing and RTTI, data will be stored in pseudonymized form and deleted automatically.</li> <li>For Destination Input, search entries and destinations are retained for 12 months, but can also be deleted individually or completely in the vehicle menu.</li> </ul>

# Call Services

Date Revised: 12-October-2023; Version: Release 03/24

## Service Description

The Customer Hotline and the High Voltage Warn Call are integral part of the Call Services portfolio, which offer the user support via dedicated third-party service providers in specific situations.

## In Detail

Via [Customer Hotline](#), you can ask any question about us or our products or request certain services. The Customer Hotline connects you with a customer service agent, who will take care of your requests. For example, the agent will be able to file new customer complaint tickets or give feedback to customers regarding recently submitted quality tickets and known issues.

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

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"><li>For all Call Services, you need a vehicle equipped with Teleservices (Option Code SA6AE).</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>All Call Services are activated by default.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>For Customer Hotline, no data will be stored.</li><li>For High Voltage Warn Call, error log entries will be stored.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>For Customer Hotline, voice calls may be recorded for quality assurance purposes, if you consent to it. Depending on your request, further data may be stored (e.g., live vehicle data including position). The vehicle data is a necessary information for analyzing your issues (e.g., connectivity, navigation issues).</li><li>For High Voltage Warn Call, relevant vehicle information will be processed and stored, including Vehicle Identification Number (VIN), GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status. Customer contact information is also processed and stored.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>For Customer Hotline no data will be transferred to 3rd parties.</li><li>For High Voltage Warn Call, relevant vehicle information, including VIN, GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status, as well as customer contact information are transmitted to 3rd party service provider's call agent to enable the Warn Call.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>For Customer Hotline, data will be processed and deleted latest after 28 days, or on request earlier.</li><li>For High Voltage Warn Call, the stored data will be deleted automatically six months after a reported incident.</li></ul>



# Concierge Services

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

## Service Description

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

## In Detail

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

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

## Further Information

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

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# Connected E-Mobility

Date Revised: 01.12.2022; Version: Release 07/23

## Service Description

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

## In Detail

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 Plug & Charge you will be able to authenticate at compatible public charging stations automatically by plugging in without RFID-cards or Apps. You can find compatible charging stations by the corresponding Authentication Method in the Charging Station search of your car.

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"><li>• Public Charging functions are only available for electrified vehicles.</li><li>• Plug &amp; Charge is available for electrified vehicles in combination with a BMW Charging contract or a third-party contract that supports the service.</li><li>• eDrive Services are available for electrified vehicles only.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• Public Charging is active by default. To display the current electrical range via map, you must activate "Range". To display tariff information, you must select at least one tariff.</li><li>• For using Plug &amp; Charge the corresponding option must be activated for your charging contract. You can do this in BMW Charging contract management. For third-party contracts please contact your contract provider and provide the VIN of your car as Plug &amp; Charge ID (PCID). After the Plug &amp; Charge option is enabled, you can find your contract in the Plug &amp; Charge vehicle menu in charging settings, download the contract to the vehicle and activate the function.</li><li>• 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).</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• For Public Charging, data regarding charging stations and navigation information will be stored.</li><li>• For Plug &amp; Charge a digital contract certificate of your charging contract will be stored in the vehicle as well as your current functional settings. The certificate gets automatically updated</li></ul>

	<ul style="list-style-type: none"> <li>For eDrive Services, data will be stored regarding charging status, charging map, range map, the latest/current range map and charging POI information.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>For Public Charging, we process data regarding charging proposal, charging cost estimate and details regarding charging data.</li> <li>For Plug &amp; Charge, we process encrypted contract certificates with the corresponding VIN. Furthermore, we map the contract number (EMAID) to the corresponding BMW user to avoid unauthorized usage.</li> <li>For eDrive Services, we process data regarding charging map, range map and regarding analyzing your driving style.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>For Plug &amp; Charge your contract provider will create an encrypted contract certificate in a common system that connects vehicles, contracts and charging stations. We will transfer the VIN of your car to that system to identify and download your contract. The digital certificate of your contract is vehicle-specific encrypted and can only be decrypted by your car.</li> <li>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.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>For Public Charging, we automatically delete your data.</li> <li>For Plug &amp; Charge we will delete your data from the car with each factory reset. When the vehicle is mapped to a new user, contract data of the previous user is deleted from the Plug &amp; Charge system. BMW Charging will delete contract data from the ecosystem after you cancel your BMW charging contract or quit the Plug &amp; Charge option in your contract settings. For third party contracts please contact your contract provider. Furthermore, we delete expired or revoked certificates automatically from your car.</li> <li>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.</li> </ul>
<u>Liability Charging Management</u>	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. We do not assume any liability for the consequences of such impairments, as well as disturbances or interruptions.
<u>Liability Plug &amp; Charge</u>	<p>Authentication at compatible charging stations will start automatically when Plug &amp; Charge is activated. If you have more than one compatible contracts, you can change the contract in the Plug &amp; Charge menu. When you want to authenticate with another method, please deactivate Plug &amp; Charge temporarily in the charging settings. We do not assume any liability for unintentional payment because of wrong settings.</p> <p>Please be aware that other users of your car can use your contracts if they are mapped with their BMW account to your car. You can restrict usage of other users in the Plug &amp; Charge menu. We do not assume any liability for charging processes by other users to whom you granted access to your car and contracts.</p> <p>When ownership of your car changes, please perform a factory reset of your car, unmap the car from your BMW Account and inform your contract providers (including BMW charging) to avoid any unauthorized usage of your contracts by following owners. We do not assume any liability for the consequences of an improper transfer of the vehicle to other people.</p>

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# Connectivity

Date Revised: 06-October-2023; Version: Release 03/24

## Service Description

Connectivity services provide you with the following functions: Personal eSIM and WLAN Hotspot.

### In Detail

Via Personal eSIM, you will be able to rely on your personal mobile connection technology in every BMW. The service offers telephony via eSIM and, for vehicles with at least BMW Operating System 8, a personal WLAN Hotspot, for which the mobile data is routed via the personal eSIM. The service is based on your BMW ID for you to use in your own car, or when you borrow car with the required technical capabilities. We are not liable for services provided by the mobile network provider.

Via WLAN Hotspot, you can surf the web from your car. The connection is made possible via the SIM card installed in your vehicle, along with the roof antenna of the car. To establish a data connection, you need a separate customer account with our Internet Service Provider (ISP) partner.

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.

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"><li>• Connectivity services require a vehicle equipped with Teleservices (Option Code SA6AE), an active ConnectedDrive contract and a BMW ID.</li><li>• For Personal eSIM, you need a vehicle equipped with Personal eSIM (Option Code SA6PA). 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.</li><li>• For vehicles with at least BMW Operating System 8, Personal eSIM includes a personal WLAN Hotspot, for which the mobile data is routed via the Personal eSIM.</li><li>• For WLAN Hotspot, you need a vehicle equipped with BMW WLAN Hotspot (Option Code SA6WD) and a separate data contract with the respective internet service provider.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• Personal 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.</li><li>• 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.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• For Personal eSIM, authentication information, contact and account data will be stored.</li><li>• For WLAN Hotspot, no data is stored in the vehicle.</li></ul>

<u>What data will be processed at BMW touchpoints?</u>	<ul style="list-style-type: none"> <li>• For Personal eSIM, authentication data, phone data, vehicle and account data will be processed.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• For Personal eSIM, authentication information, contact and account data will be stored.</li> <li>• For WLAN Hotspot, standard data for the registration for ConnectedDrive data may be stored.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For Personal eSIM, authentication information and SIM card data is exchanged with your mobile phone provider to activate and operate the service.</li> <li>• For WLAN Hotspot, data to identify customers will be transferred to 3rd parties.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• For Personal 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.</li> <li>• For WLAN Hotspot, data will be automatically deleted when you delete your account.</li> </ul>

# Digital Key

Date Revised: 18-October-2023; Version: Release 03/24

## Service Description

The service Digital Key provides you with digital access to your vehicle. You can securely store the key to your vehicle in digital form on your smartphone. This allows you to leave your physical key at home and also enables you to share the Digital Key with other vehicle users.

## In Detail

With the Digital Key, you can both unlock and lock your BMW as well as start the engine. You can share the Digital Key with up to five other vehicle users (if they have compatible smartphones) with an easy revocation concept for you regarding their access rights. Among other features, you can limit the shared key with regard to acceleration, maximum speed, and audio volume, e.g., to suit 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"><li>• A compatible vehicle with Comfort Access (Option Code 322) or Digital Key (Option Code 3DK), enabled Teleservices (Option Code 6AE) and a compatible smartphone are required.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• For first-time use of the Digital Key, an online connection of your vehicle and smartphone is required. The physical keys need to be present in the vehicle for initial setup.<ul style="list-style-type: none"><li>○ Setup – Option 1: Download the My BMW App, connect your vehicle with your BMW ID (mapping), follow the steps in the App to setup the Digital Key.</li><li>○ Setup – Option 2: After mapping your vehicle with your BMW ID, you will receive an email with instructions to activate your Digital Key. Follow the steps to setup the Digital Key.</li></ul></li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• Vehicle and authentication data will be stored.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>• Vehicle and key identification information are stored in the BMW IT systems.</li><li>• Regarding all services, we process your personal data according to the ConnectedDrive data protection notices.</li></ul>
<u>What data will be processed or stored on the smartphone?</u>	<ul style="list-style-type: none"><li>• Vehicle, account, and key identification information will be stored on the smartphone.</li></ul>
<u>What data will be used to provide the service?</u>	<ul style="list-style-type: none"><li>• Vehicle, identification, account, key, and device data will be stored.</li></ul>

<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>• The following data is submitted to the Digital Wallet of the user (Apple iOS, Google Android, or Samsung Wallet) in order to store the Digital Key(s) securely in the Wallet:</li><li>• Vehicle, key, device, and account identification information.</li><li>• In case of theft of your vehicle, we will list active keys at the time of theft upon request of the investigating authorities.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>• Keys can be deleted on the smartphone of the vehicle owner (main key and friend key(s)) or directly in the vehicle. All keys will be deleted if you request the deletion of your personal data. After deletion of key(s), information related to your key(s) are permanently saved in a secure BMW backend and retained as part of the vehicle records until the end of life of the related vehicle.</li></ul>

# Emergency Call Service

Date Revised: 31-October-2023; Version: Release 03/24

## Service Description

The Emergency Call (eCall) Service provides you with help in case of an emergency. It consists of the Intelligent eCall.

BMW offers these functions, dependent on the regulations and the infrastructure of emergency services in the respective country. All functions will react automatically in case of an accident by sending an emergency call. The reaction is triggered by vehicle integrated sensors for the air bag-deployment, front seat belt tensioners, etc. All functions can also be activated manually by using the inbuilt SOS button, if you or other road users need assistance. All functions work independently of mobile phones.

## In Detail

In case of an accident or emergency, the Intelligent Emergency Call automatically sends necessary information such as the exact location of the vehicle, the number of passengers in the vehicle and more useful information to a BMW call center. The data will be sent immediately and automatically to a call agent who organizes emergency assistance. Additionally, the function calculates the severity of the accident and the probability of injury to passengers. Depending on market regulations, call-center agents will be available to talk to you either in a local language or in English.

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.

Your purchased Emergency Call Service is available in the country in which it has been activated. However, the availability of the functions may differ when your vehicle crosses country borders. When leaving the country where the Emergency Call Service has been activated be aware that it is possible for there to be no eCall functionality. Your purchased functionality may be inactive and unavailable, but only for as long as the vehicle remains in these countries. For detailed information on available and active eCall offers and options in other countries, please contact your BMW customer support.

## Further Information

<u>Prerequisites:</u>	For the Emergency Call Service, there are no prerequisites.
<u>How-to activate:</u>	The Emergency Call Service is already activated when the vehicle is handed over to the customer.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>For Intelligent eCall, location data and crash details are stored in the vehicle.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>For Intelligent eCall, the BMW Call Center agent automatically receives location data, vehicle, and passenger information. The comprehensive technical information about the Intelligent eCall will be stored for 30 days in the IT systems to enable customer support. The call center may store voice recordings for up to 24 hours in order to provide meaningful information to parts of the rescue chain in case of immediate queries directly related to the specific Emergency Call.</li></ul>



<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>• For Intelligent eCall, data like current location and alert may be transferred anonymously to 3<sup>rd</sup> 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.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>• For Intelligent eCall, 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.</li></ul>

## **Exterior Camera-based Services**

Date Revised: 26-September-2023; Version: Release 03/24

### **Service Description**

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

Please note that the admissibility of recordings and the use of recordings for all functions depends on the legal regulations (such as data protection provisions) of the country of use. As a user, you are solely responsible for the use and compliance with the applicable regulations. You must ensure that you are authorized to record (and, as the case may be, share these recordings or recording sequences with others) the data subjects and/or sensitive institutions that are captured in the recordings. It is therefore advisable to check the lawfulness in the respective country of use before using the respective function for the first time and at regular intervals and whenever you cross a national border.

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

### **In Detail:**

When you decide to use Remote 3D View via the My BMW App, the car will capture an image from each of the exterior surrounding cameras and will send them encrypted to the My BMW App, so that only you can see the recording. All Remote 3D View data belong to the user. The number of executions per hour of the function is limited.

The use of the function and the data resulting from it is only permitted for purely personal and security purposes. We do not publish Remote 3D View data and are not legally or otherwise liable for any content shared. Any mapped user in the vehicle can use Remote 3D View.

If the Anti-Theft Recorder is activated, you will be notified in the My BMW App as soon as the alarm is set off.

In addition, depending on user settings and available vehicle options, a short video of the surroundings is recorded, which you can download in encrypted form and watch remotely in the My BMW App.

Any user mapped into the vehicle will receive the notification and can download the captured video.

Once activated by you, the Drive Recorder continuously records the surroundings in the background while driving.

These recordings are continuously overwritten after a few seconds and are therefore automatically permanently deleted unless the vehicle's sensors detect a damage-relevant event, thereby triggering permanent storage of a short video.

You can also manually trigger permanent storage of a short video for personal purposes, for example driving on a private racetrack or recording a scenic landscape. Please note that depending on the country of use, recordings may only be permitted for personal purposes and/or on private property. The type and scope of the recordings depend on the active customer settings. The short videos can be watched on the vehicle onboard display and be exported by any user with access 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. Furthermore, BMW is not legally or otherwise obliged to share any recordings or data with third parties.

## Further Information

<p><u>Prerequisites:</u></p>	<ul style="list-style-type: none"> <li>For Remote 3D View and Drive Recorder, you need a vehicle equipped with TeleServices (Option Code SA6AE), a Live Cockpit Plus or Live Cockpit Professional (Option Code SA6U2 or SA6U3), Parking Assistant Plus or Professional (Option Code SA5DN or SA5DW).</li> <li>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 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.</li> </ul>
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> <li>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 the My BMW App and confirm the legal disclaimer. Any mapped user can activate/deactivate these features in the vehicle.</li> <li>Drive Recorder is disabled by default. You must start the function, confirm the legal disclaimer, and activate the respective functionality in the settings. In addition, you must set the time limits for the video capture. You can deactivate the different functionalities of the Drive Recorder at any time.</li> </ul>
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> <li>For Remote 3D View no data will be stored in the vehicle.</li> <li>For Drive Recorder and Anti-Theft Recorder, the video and vehicle drive data will be stored only in the vehicle and will be available to the users for export. For Recordings of the Drive Recorder, that are saved directly onto an external device, no data will be stored in the vehicle.</li> </ul>
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> <li>Remote 3D View captures images using the cameras on the outside of the car and transfers them to the My BMW App upon your request. The images, along with the GPS position of the car (if available and enabled), are saved only in your My BMW App.</li> <li>For Drive Recorder, no data will be stored in BMW IT Systems. 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.</li> </ul>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> <li>For Remote 3D View, Drive Recorder and Anti-Theft Recorder, no data will be transferred to 3<sup>rd</sup> parties.</li> </ul>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> <li>For Remote 3D View you can delete each image data individually in the My BMW App. If the app is uninstalled from your phone, all captured information will be permanently deleted. Images are saved in encrypted form on our server until they are successfully downloaded to the My BMW App and will be deleted afterwards. BMW does not have access to these images.</li> <li>For Drive Recorder, videos and the corresponding vehicle data stored in the vehicle flash drive can be deleted at any time from the Drive Recorder Menu in the vehicle. You can additionally 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 in the My BMW App, and from the app recording menu in the vehicle. You can additionally disable the Anti-Theft Recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu.</li> </ul>

## Interior Camera

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

### Service Description

Interior Camera provides you with various functions: Anti-Theft Recorder (Interior), Remote Inside View and Snapshot.

Please note that the admissibility of recordings and the use of recordings for all functions depends on the legal regulations (such as data protection provisions) of the country of use. As a user, you are solely responsible for the use and compliance with the applicable regulations. You must ensure that you are authorized to record (and, as the case may be, share these recordings or recording sequences with others) the data subjects and/or sensitive institutions that are captured in the recordings. It is therefore advisable to check the lawfulness in the respective country of use before using the respective function for the first time and at regular intervals and whenever you cross a national border.

### In Detail

Anti-Theft-Recorder (Interior): 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.

Remote Inside View: The interior camera in your vehicle can record images and videos of your vehicle interior using the remote function in the My BMW App.

Snapshot: With the Interior Camera in your vehicle, you can take selfies (photos and videos) while driving. It also offers the option to transfer these selfies to your smartphone. The Smile function is an additional way to trigger a recording simply by smiling. All data remain the property of the user. Data and function are permitted for personal use only.

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

### Further Information

<u>Prerequisites:</u>	For Interior Camera, you must add your vehicle to your ConnectedDrive account. Your vehicle must be located in a country where the use of this function is legally permitted.
<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 Anti-Theft Recorder (Interior) and Remote Inside View no data will be stored in the vehicle. Recordings are only accessible and stored on the customers' CE-device in the MyBMW App. For Snapshot, Data is stored in the vehicle, assigned to the BMW ID or a driver profile.
<u>What data will be processed or stored in BMW IT systems?</u>	For Anti-Theft Recorder (Interior) and Remote Inside View, recordings of your vehicle's interior are transferred to the My BMW App via the BMW back-end on request. All image data is encrypted and can only be displayed by the My BMW App. For Snapshot, no data will be stored.

<u>What data will be transferred to 3rd parties?</u>	For Interior Camera, no data will be transferred to 3 <sup>rd</sup> parties.
<u>When will data processed be deleted?</u>	<p>For Anti-Theft Recorder (Interior) and Remote Inside View, you can delete individual data in the MyBMW App. Once the App has been uninstalled from your smartphone, all connected data is deleted permanently. Image data is saved on our servers only until downloaded successfully to the App or will be deleted automatically.</p> <p>For Snapshot, you can delete individual data in the vehicle.</p> <p>Furthermore, all data is deleted when using the "Reset to factory settings"-function.</p>

# **Personalization**

Date Revised: 28-June 2023; Version: Release 11/23

## **Service Description**

Personalization services for vehicles with BMW Operating System 7 (OS7) and newer provide you with functionalities in your vehicle (onboard functionalities). It allows you to use your vehicle and its settings in an individualized and comfortable way, e.g., to save and activate personal vehicle settings and to transfer portable vehicle settings to other BMWs.

Personalization services also provide you with functionalities outside the vehicle (offboard functionalities) via the My BMW App or the My BMW Portal. It allows you to send information to your vehicle and access information about your vehicle remotely.

## **In Detail**

With Personalization, 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 within the Personal Mode. When setting up a personal account you have access to vehicle functions which can include your personal data, e.g. if you save entertainment or navigation favorites, set up your home address or add shortcuts. Those functions are not available to guest profiles or local driver profiles.

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 applicably 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 for your profile.

Depending on the technical capabilities, the vehicle is automatically linked to the BMW ID after an in-car login, e.g., for the use in the My BMW App. Depending on the technical capabilities, for vehicles with OS8 Software from July 2022 and newer up to seven vehicle users that have logged in with their BMW ID can make use of offboard functionalities for the same vehicle.

There is one main user and up to 6 joint users. The first user who has added the vehicle to the My BMW App or My BMW Portal becomes the main user. For vehicles with OS8 Software from July 2022 and newer it is possible to handover the main user role to another BMW ID. The main user has additional rights beyond those of the other users, e.g., administrate other users and set up the main BMW Digital Key. Further additional rights of the main user are described in the vehicle's operating instructions for vehicles with OS8 Software from July 2022 and newer.

If users have added the vehicle to the My BMW App/My BMW Portal, their first and last names as well as profile pictures will be displayed in the My BMW App and the My BMW Portal and for vehicles with OS8 Software from July 2022 and newer also on the control screen of the vehicle. If multiple users have added the same vehicle to their My BMW App or My BMW Portal, they can see each other's first and last names and profile pictures in the My BMW App and My BMW Portal.

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

## Further Information

<p><u>Prerequisites:</u></p>	<ul style="list-style-type: none"> <li>• For Personalization you need a vehicle equipped with Teleservices (option 6AE) and a BMW ID.</li> <li>• For vehicles with OS7 and newer the synchronization with the BMW Cloud is per default activated and can be deactivated in the settings menu of the corresponding BMW ID.</li> <li>• For vehicles with OS8 Software from July 2022 and newer the vehicle is automatically linked with the BMW ID after an in-car login.</li> <li>• For vehicles with OS8.5 Software from July 2023 and newer you need a smartphone to setup a personal account.</li> </ul>
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> <li>• For Personalization the setup of a personal account needs to be done once per vehicle via My BMW App, QR code scan or via typing in BMW ID credentials, depending on the vehicle model and its technical capabilities. You can activate the personal account automatically when unlocking with the key linked to the BMW ID or by choosing it manually on the display.</li> <li>• Data transfer can be configured via the Data Privacy Menu in the vehicle.</li> </ul>
<p><u>What data will be stored in the vehicle?</u></p>	<p>For Personalization all personal vehicle settings will be stored.</p>
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<p>For Personalization data are saved in addition in the BMW Cloud if synchronization of the BMW ID is activated.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<p>For Personalization no data will be transferred to third parties.</p>
<p><u>When will data processed be deleted?</u></p>	<p>For Personalization your settings are stored in the vehicle until you delete your personal account from vehicle or until vehicle is set to factory settings. Depending on the technical capabilities of the vehicle, the personal account remains in the BMW Cloud if synchronization is activated and until personal settings are deleted in the BMW Cloud upon customers' request.</p>

# Remote Control

Date Revised: 06-October-2023; Version: Release 03/2024

## Service Description

With Remote Control, the vehicle status can be checked, and several vehicle functions can be controlled remotely via Remote Services through the My BMW App.

## In Detail

With Remotes Services you can e.g. remotely lock and unlock your vehicle, but also activate a headlight flash or horn blow e.g. to help you find your vehicle in a parking lot. Prior to your next drive you can start the climatization (ventilation/heating/cooling) depending on how your vehicle is equipped. If your vehicle is equipped with Remote Engine Start the heating / cooling process may involve an automatic vehicle engine start.

Via the My BMW App, you can check your vehicle status remotely e.g. if doors, windows, sunroof, bonnet and trunk are closed as well as if the vehicle is locked. You can check the fuel/ charging level and resulting range as well as the overall mileage of your vehicle. You can also check the tyre pressure and engine oil status as well other service needs of your vehicle. In addition, you can see the vehicle location.

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"><li>For Remote Services, a compatible vehicle with enabled Teleservices (Option Code SA6AE) and active Remote Services (Option Code SA6AP) are required.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>For Remote Services, the vehicle must be mapped to the My BMW App account of the user with his BMW ID and Remote Services must be activated in the My BMW Portal.</li><li>To show vehicle status data in the My BMW App, the "My BMW App and Portal" must be activated in the data privacy setting either in the vehicle or the My BMW Portal.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>For Remote Services, identification and location data and service alerts are stored in the vehicle. If equipped with Remote Engine Start (Option Code SA1CR), the configuration and the last 10 activations are stored.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>For Remote Services, depending on the type of trigger, data (identification and location, account, vehicle and phone, remote commands, vehicle data, or alerts) is transmitted and stored in our IT-systems.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>For Remote Services, no data will be transferred to 3rd parties.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>For Remote Services, the command history is deleted after 30 days. Vehicle status data is deleted after 6 months.</li></ul>



# Remote Software Upgrade

Date Revised: 10-October-2023; Version: Release 03/24

## Service Description

The service Remote Software Upgrade ("RSU") provides the customer with over-the-air upgrades of the software of the vehicle, including quality improvements, function enhancements and/or new features. It enables the customer to keep the vehicle's software up to date and to download current upgrades easily.

## In Detail

As soon as a new RSU is available, the customer receives a notification in the vehicle and may additionally be informed via the My BMW App on the smartphone. An RSU consists of two main phases, the download, and the installation phase.

The RSU can be downloaded via the My BMW App. Depending on the vehicle model and equipment, the download may also be available directly in the vehicle. Further information regarding the installation process is shown on the central display. As soon as the download has been completed, the installation can be started in the vehicle. Starting with BMW Operating System 8.5, the installation can also be started remotely via the My BMW App.

The vehicle is not usable during the duration of the installation. For electric vehicles, the charging process is suspended until the installation is complete and may then have to be reinitiated manually by the customer. The customer receives a notification at least in the vehicle when the RSU process is completed.

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"><li>• 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.</li><li>• 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.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• Remote Software Upgrade is activated by default.<ul style="list-style-type: none"><li>○ For vehicles with BMW Operating System 8.5 and earlier, you can deactivate the service in the Data Privacy Menu in the vehicle at any time.</li><li>○ For vehicles with at least BMW Operating System 9, you can deactivate the service in the Upgrade Settings at any time.</li></ul></li><li>• However, each individual update installation via RSU must be additionally initiated by you.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• For Remote Software Upgrade, vehicle data and location data are stored.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>• For Remote Software Upgrade, vehicle data and software upgrade data are processed and stored.</li><li>• 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 stored</li></ul>

	<p>in his or her ConnectedDrive Account are used and are shared with external service providers for the purpose of roadside assistance only, if necessary.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> <li>• For Remote Software Upgrade, no data is transferred to 3rd parties.</li> <li>• In case of an aborted Remote Software Upgrade where a Roadside Assistance Call is initiated, vehicle, location and movement data are shared with the 3rd party assistance service. For more details see the Repair and Maintenance service description.</li> </ul>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

# **Repair & Maintenance**

Date Revised: 15-October-2023; Version: Release 03/24

## **Service Description**

Repair & Maintenance services provide you with various functions:

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

These functions enable you to receive help in case of accidents and malfunctions, or in case of questions regarding our products. You will get information about your vehicle, its status and relevant maintenance requirements via various communication channels. Depending on the data you have provided, we contact you via email, SMS, or phone call, via the My BMW / MINI App, if you have connected your vehicle to your BMW / MINI ID, or directly in your vehicle. Further, the communication channel depends on the specific vehicle need, the urgency and your markets' configuration.

## **In Detail**

### **Teleservice Call & Smart Maintenance**

Via **Teleservice Call and Smart Maintenance**, BMW provides you and your preferred service center with relevant vehicle information in the event of maintenance requirements, malfunctions or other vehicle needs. Your preferred service center or BMW utilizes this information to take appropriate action. In case of regular service or repair requirements, your service center will contact you, for example to schedule an appointment. In cases where remote help is possible, specialists from the BMW Customer Interaction Center will contact and support you quickly and professionally helping you to stay mobile. In case of urgent service requirements, e.g. in case of a breakdown, BMW Roadside Assistance specialists will get in contact with you.

The service contains different features:

### **Teleservice Call**

Teleservice Call ensures your mobility and helps to reduce breakdowns. For this purpose, data is transmitted to BMW based on a change of condition of your vehicle and on a monthly basis, regardless of whether or not a fault message has already been displayed in your vehicle. If maintenance requirements or malfunctions have been identified, you and your preferred service center will be informed. BMW or your preferred service center will initiate appropriate measures, e.g. to organize a service appointment proactively, help you remotely or on the road. Besides, status information for selected components is displayed in the My BMW App / MINI App if you have connected your vehicle to your BMW / MINI ID. Your preferred service center or other specialists will be granted access to the data to prepare an efficient and short workshop visit.

### **Smart Maintenance**

Smart Maintenance is a complementary service for your vehicle, based on a more frequent data transmission. For example, data is transmitted frequently once after each trip or once a week. As a result, service requirements or malfunctions are identified even faster and more precisely. This function is only active if you give your consent in your vehicles' data protection menu by ticking the box for "Smart Maintenance".

### **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 your last service appointments and workshop visits to route maintenance requirements to your preferred service center, which will get in contact with you. You can change your preferred service center manually at any time in the My BMW App / MINI App, within the My BMW / MINI portal or directly in your vehicle. Your service center also can change the assignment upon your request.

### **Roadside Assistance Call**

Via Roadside Assistance Call, you receive help by our Roadside Assistance in case the vehicle identifies a malfunction or an error. In this case you receive a notification within the vehicle and your My BMW App / MINI App via which you can directly contact a specialist at BMW Roadside Assistance. In this event, all relevant data on the vehicle status as well as your current position will immediately be transmitted to BMW, and a voice connection will be established to enable the BMW Roadside Assistant specialist to assist you and provide help to get mobile again. In case you contact Roadside Assistance via a different channel (e.g. mobile phone), the Roadside Assistance specialist can also request the relevant data remotely which will be transferred after your confirmation within your vehicle. The specialist may use these data to provide professional assistance and technical support. Furthermore, you can always start the BMW Roadside Assistance Call manually to receive assistance without prior notification in your vehicle. Depending on your market, Roadside Assistance specialists may contact you proactively.

### **Accident Assistance Call**

Via Accident Assistance Call, you receive help in the event the vehicle identifies a minor accident or damage. In this case, the vehicle notifies you on the control display via which you can directly contact a specialist at BMW Accident Assistance.

By starting Accident Assistance Call, all relevant data regarding the accident, including your current position, will be transmitted to help in this situation.

The specialist can support you by contacting your preferred service center, organizing help on spot or a towing truck if needed. Furthermore, you are able to start the Accident Assistance Call manually to receive assistance without prior notification in your vehicle. Depending on your market, Accident Assistance specialists may contact you proactively.

### **Electronic Service History**

Via Electronic Service History, information about all performed services that you have agreed to share at your workshop visit is saved in our systems. This information will be used e.g. to analyze irregularities whilst the workshop stay, to avoid repeated services and to provide you with an individualized customer support.

### **Repair History**

Via Repair History, all information regarding repair work as well as parts that have been used is saved in our systems. The data will be used to provide vehicle history information to the workshop, to analyze irregularities whilst the workshop stay, to avoid repeated repairs, and to provide you with an individualized customer support.

### **Remote Diagnosis**

Via Remote Diagnosis, BMW or your service center is able to remotely perform a diagnosis to identify the cause of a malfunction in your vehicle or prepare your workshop visit. Therefore, your consent is needed for every remote access, which you can provide either on the control display in your vehicle or on other communication channels (e.g. via phone call).

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

### **Further Information**

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>For Teleservice Call, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call and Service Partner Management, an active ConnectedDrive contract, the equipment "Teleservices" (Option Code SA6AE), and an active SIM card are required. Furthermore, the vehicle must be in standard condition meaning without technical modifications (e.g. engine tuning), must have been</li></ul>
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	<p>serviced or retrofitted according to the manufacturer's specifications and should not be subject to any unusual or rapidly changing conditions of use or ambient conditions.</p> <ul style="list-style-type: none"> <li>• Additionally for Smart Maintenance, your vehicle must feature BMW Operating System 7 or newer. Depending on the model and market, your vehicle features the entry "Smart Maintenance" in the data protection menu.</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>• Via the data protection menu, data transmission can be activated or deactivated at any time.</li> <li>• Smart Maintenance needs to be activated by yourself in the data protection menu.</li> <li>• All other functions are activated by default.</li> </ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>• For Teleservice Call, the date of the last Teleservice Call was sent will be stored in the vehicle.</li> <li>• For Accident Assistance Call, location data and information about the accident will be stored in the vehicle.</li> </ul>
<u>What data will be processed at BMW touchpoints?</u>	<ul style="list-style-type: none"> <li>• The assignment of the service partner can be changed in the My BMW App / MINI App, within the My BMW / MINI Portal or directly in your vehicle.</li> <li>• Teleservice Call and Smart Maintenance data 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 within the My BMW App / MINI App.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• For Teleservice Call, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call, vehicle information, status and technical data will be stored. For Roadside Assistance Call, Accident Assistance Call and Service Partner Management, location data will be stored additionally.</li> <li>• For Repair and Maintenance Services for 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).</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• None</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

# 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: <a href="#">Apple CarPlay</a> . 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: <a href="https://www.android.com/auto/">https://www.android.com/auto/</a> .
<u>How-to activate:</u>	Configure your device in the "Settings" menu of the vehicle in the Bluetooth menu. On the Smartphone Bluetooth and Wi-Fi must be activated.

<u>What data will be stored in the vehicle?</u>	The Smartphone Integration with support for Apple CarPlay and Android Auto does not generate or store any data in the vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	No data will be processed in our IT systems, all data is directly processed on your smartphone.
<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.

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# Technical Basis

Date Revised: 02-Dec-2023; Version: Release 03/24

## Service Description

Technical Basis services provide you with various functions: Extendable Car Communications (xCC), Evaluation of Diagnostic Data, Sensor Data Usage Information, Future Mobility Solutions, and MyInfo.

## In Detail

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.

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

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>• For Extendable Car Communications (xCC), you need a vehicle equipped with Teleservices (SA6AE).</li><li>• 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.</li><li>• 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.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• Extendable Car Communication (xCC) is activated by default.</li><li>• Evaluation of Diagnostic Data is always active when ConnectedDrive is active.</li><li>• 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.</li><li>• 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.</li></ul>



	<ul style="list-style-type: none"> <li>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.</li> </ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>For Future Mobility Solutions, no data will be stored.</li> <li>For Extendable Car Communication (xCC), the xCC message will be stored.</li> <li>For Evaluation of Diagnostic Data, data for the verification of integrity and security will be stored.</li> <li>For Sensor Data Usage Information, vehicle error entries and system status information will be stored.</li> <li>For MyInfo, address data will be stored.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>For Extendable Car Communication (xCC), customer and message data will be stored.</li> <li>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).</li> <li>For Sensor Data Usage Information, vehicle sensor data and usage information, traffic infrastructure data such as road signs and local hazards, position and movement data and sensor status information will be stored in anonymous form in our systems for non-personalized services. For personalized services, a customer identification number may be transmitted, together with vehicle context, which are relevant for the respective use case.</li> <li>For Future Mobility Solutions, vehicle, personal, position and movement and sensor data will be stored.</li> <li>For MyInfo, address data will be transferred to the vehicle.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>For Extendable Car Communication (xCC), Evaluation of Diagnostic Data, Future Mobility Solutions and MyInfo, no data will be transferred to 3<sup>rd</sup> parties.</li> <li>For Sensor Data Usage Information, anonymized traffic infrastructure data such as road signs and local hazards, position and movement data and sensor status information are transmitted to map providers for the purpose of map building.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>For Extendable Car Communication (xCC), recall campaigns, including vehicle data, will be deleted automatically. Analytics will be anonymized.</li> <li>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.</li> <li>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.</li> <li>For Future Mobility Solutions, data will be automatically deleted or upon customer's request.</li> <li>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.</li> </ul>

# Vehicle Apps

Date Revised: 23-August-2023; Version: Release 03/24

## Service Description

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

## In Detail

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

This service may include the following apps:

- Via News, you can consume current news from different categories, provided in natural language audio or by text with the option to have them read out to you. With your ConnectedDrive account you can view your personal RSS-feeds in our portal and choose to opt-in to advanced personalization.
- Via Weather, you have a detailed daily preview as well as an outlook for the next days (at any location). Weather warnings will notify of you of any storms.
- Via Online Destinations, you can search for destinations and the latest information about them. This function is available for vehicles up to BMW Operating Systems 6. For vehicles with BMW Operating System 5 and 6, this function is offered in addition to the destination input within BMW Maps.
- Via Charging Station Search, you can look for available 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.
- Via My Highlights, you can see selected highlights of new features or feature improvements (e.g. for Remote Software Upgrades, the My BMW App, and other Services) that are available to you.
- Via Charging Station Feedback, you can submit feedback regarding your experience at the charging stations you used.
- Via Festive App, you receive an occasion-related, temporary staging of a festival atmosphere – combining a video animation on the in-vehicle display accompanied by audio and ambient light effects inside the vehicle (including a notification by the My BMW App).

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"><li>• For Vehicle Apps, you need the ConnectedDrive Services Package (Option Code SA6AK) and one of the Connected Packages (either Connected Package (Option Code SA6C1), Plus (Option Code SA6C2), Professional (Option Code SA6C3 or SA6C4) or Unlimited (Option Code SA6C5 or SA6C6)).</li></ul>
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<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>You will find this function in your vehicle under apps.</li> </ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>For Vehicle Apps, no data will be stored in the vehicle.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app.</li> <li>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.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>None.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>Data processed for the services will either be automatically deleted, deleted at your request, or removed by you.</li> </ul>

# Video Streaming

Date Revised: 13-June-2023; Version: Release 11/23

## Service Description

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

## In Detail

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

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

Please note that each Service and its functions depends on availability. 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"><li>• For Video Streaming, you need a vehicle with at least BMW Operating System (OS) 8.5, plus:<ul style="list-style-type: none"><li>- for OS 8.5, a Connected Drive Professional package; or</li><li>- starting with OS 9, an active BMW Digital Premium subscription.</li></ul></li><li>• For certain content providers, a personal eSIM (6PA) for Video Streaming enablement is required.</li><li>• A user account with the respective content provider, if required by the provider</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• Starting with OS 9, Video-Streaming is included in the BMW Digital Premium subscription and activated once the subscription is activated.</li><li>• With OS 8.5, Video Streaming is activated by default.</li><li>• If the Personal eSIM is required for the relevant content provider, the associated video streaming content is activated by default as soon as the Personal eSIM is set up via Bluetooth SIM reader.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• No personal data are stored in the vehicle.</li><li>• For YouTube, cookies are stored within the browser cache of the vehicle until the customer deletes them manually.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>• Anonymized statistics and performance relevant data are processed and stored to guarantee proper service operation.</li></ul>
<u>What data will be transferred to 3<sup>rd</sup> parties?</u>	<ul style="list-style-type: none"><li>• Specific data required by the content providers can be routed directly from our IT systems to these content providers. Our IT systems do not permanently store this data.</li></ul>
<u>When will processed data be deleted?</u>	<ul style="list-style-type: none"><li>• For deleting the browser cache data, you can either use factory reset for the vehicle, or delete your user profile, or "Delete browser data" within the YouTube option menu. All data processed in our IT system will then be deleted automatically as well.</li></ul>