

# BMW

## Terms & Conditions

### BMW Connected Drive

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

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

1.1 BMW Group South Africa, 1 Bavaria Rd, Halfway House Estate, Midrand, 1685, South Africa, registered office (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 delivers at the same time a BMW offer to commence a BMW ConnectedDrive contract for the use of Services for the customer to accept.

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

- 7.6 If the Vehicle is sold or passed on to a third party, the customer can terminate a Service with limited duration with a six-week notice period without 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 slight 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 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.

## **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 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 14-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 fourteen days to revoke this Contract without giving reasons.



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) 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

- 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)
- Signature of the consumer(s) (only in case of communication on paper)
- Date

(\*) Delete as applicable

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

Date Revised: 28-February-2023; Version: Release 07/23

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 BMW; MINI	<a href="#">Concierge Services</a> Concierge Services
- BMW; MINI BMW BMW BMW; MINI	<a href="#">Connected E-Mobility</a> Public Charging Plug & Charge eDrive Services
- BMW BMW	<a href="#">Digital Key</a> Comfort Access with BMW Digital Key
- BMW BMW BMW BMW	<a href="#">Exterior Camera-based Services</a> Drive Recorder Anti-Theft Recorder Remote 3D View
- BMW; MINI BMW; MINI	<a href="#">Intelligent eCall</a> Intelligent eCall
- BMW; MINI BMW; MINI BMW; MINI BMW; MINI	<a href="#">Interior Camera</a> Anti-Theft Recorder (Interior) Remote Inside View Snapshot
- BMW; MINI BMW; MINI BMW; MINI BMW; MINI	<a href="#">Maps</a> Map Update Routing Real Time Traffic Information (RTTI)
- BMW BMW	<a href="#">Personalization</a> Personalization with ID7/ID8
- BMW; MINI BMW; MINI BMW	<a href="#">Remote Control</a> Remote Services Remote Engine Start
- BMW BMW	<a href="#">Remote Software Upgrade</a> Remote Software Upgrade
- BMW; MINI BMW; MINI	<a href="#">Repair &amp; Maintenance</a> TeleServices Call
- BMW; MINI BMW; MINI	<a href="#">Smartphone Integration</a> Smartphone Integration
- BMW; MINI	<a href="#">Technical Basis</a>

BMW; MINI	Customer Hotline*
BMW	eSIM
BMW; MINI	Evaluation of Diagnostics Data*
BMW	Extendable Car Communications (xCC)
BMW; MINI	Future Mobility Solutions*
BMW	High Voltage Warn Call
BMW; MINI	MyInfo*
BMW	Sensor Data Usage Information*
BMW	WLAN Hotspot

- BMW [Traffic Camera Information](#)  
BMW Traffic Camera Information

- BMW; MINI [Vehicle Apps](#)  
BMW; MINI Vehicle Apps

- BMW [Video Streaming](#)

\* Base Service

# 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.  Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	For Concierge Services, data may be transmitted to the service providers commissioned by us to provide the Service.
<u>When will data processed be deleted?</u>	For Concierge Services, personal data in our IT systems will only be used to provide the service and will then be deleted. You may delete the data stored in the vehicle at any time.

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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> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a pseudonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <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>	<p>Charging costs and amount of charged energy calculated are forecasts. Such forecasts may differ from the actual charging process, the actual costs charged by the electricity provider or regarding an actual cost saving. We do not assume any liability for the consequences of such impairments, as well as disturbances or interruptions.</p>
<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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# Digital Key & Digital Key Plus

Date Revised: 29-April -2022; Version: Release 7/22

## Service Description

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

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

## In Detail

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

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

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

## Further Information

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

	<ul style="list-style-type: none"> <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 processed or stored on the smartphone?</u>	<ul style="list-style-type: none"> <li>For BMW Digital Key &amp; Digital Key Plus, vehicle, account, and key (identification) information will be stored.</li> </ul>
<u>What data will be used to provide the service?</u>	<ul style="list-style-type: none"> <li>For BMW Digital Key &amp; Digital Key Plus, 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>For BMW Digital Key &amp; Digital Key Plus, the following data is submitted from the smartphone manufacturer to us and from us to your smartphone: vehicle, key, device, and account (identification) information.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>For BMW Digital Key &amp; Digital Key Plus, keys can be deleted on the smartphone of the vehicle owner (main key and friend key(s)) or in the vehicle. All keys will be deleted if you request us to delete your personal data. After deletion of key(s), information related to your key are saved in a secure BMW backend and will be deleted afterwards. In case of theft of your vehicle, we could – only with your explicit approval – list active keys at the time of theft to help solve the case.</li> </ul>

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# Exterior Camera-based Services

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

## Service Description

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

Please note that 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 & Anti-Theft Recorder, you can remotely view the surroundings of your vehicle proactively, or when the alarm is set off. With the function Drive Recorder, while driving you can automatically record 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 execute Remote 3D View in the My BMW App, the car will capture an image from each of the four exterior surrounding cameras and will send them encrypted to the My BMW app, so that only you can see the recording. All Remote 3D View data belong to the user. The use of the function and the data resulting from it is only permitted for purely personal and security purposes. We do not publish Remote 3D View data and are not legally 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 video of the surroundings with a maximum period of 40 seconds is recorded, which you can download in encrypted form and watch remotely in the My BMW App. Any user mapped into the vehicle will receive the notification and can download the captured video.

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

For manually storing a personal driving experience, for example driving on a private racetrack, you can save recordings either into a) the vehicle flash drive (with a maximum length of 60 seconds, depending on the vehicle model and equipment), or b) your USB flash drive (without length limitations) or c) your smartphone (without length limitations). Please note that in some countries, manual recordings may only be permitted for personal purposes or on private property.

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

Please note that each Service and its functions depends on availability. 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 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.</li> <li>For Remote 3D View and Drive Recorder, you need a 6U3 Live Cockpit Professional / 6U2 + SA5DN /5DW + SA6AE.</li> <li>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> <li>Saving recordings of the Drive Recorder directly into your smartphone requires a vehicle with OS 8.5 or higher and a connected smartphone with the My BMW App.</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 My BMW App. 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 Drive Recorder functionality completely or disable the Event- or Crash Recorder separately at any time. Any mapped user/user with access to the vehicle can activate/deactivate the Drive Recorder.</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.</li> <li>For Recordings of the Drive Recorder which are saved directly into your smartphone, 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 personal data will be stored in the vehicle. Recordings and other vehicle data are stored either in the vehicle flash drive, the USB flash drive, or your smartphone, depending on your selection.</li> <li>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>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> <li>For Remote 3D View, Drive Recorder and Anti-Theft Recorder, no data will be transferred to 3<sup>rd</sup> parties.</li> </ul>

When will data processed be deleted?

- For Remote 3D View you can delete each image data individually in the My BMW App. If the app is uninstalled from your phone, all captured information will be permanently deleted. Images are saved on our server until they are successfully downloaded to the app and will be deleted afterwards.
- For Drive Recorder, videos and the corresponding vehicle data stored in the vehicle flash drive can be deleted at any time from the app recordings menu in the vehicle. You can additionally disable the recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu. Recordings stored on your USB flash drive, or your smartphone can be deleted manually at any time.
- For Anti-Theft Recorder, you can delete each image in the My BMW App, and from the app recording menu in the vehicle. You can additionally disable the Anti-Theft Recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu.

## Interior Camera

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

### Service Description

The service Interior Camera enables you to control the environment of your vehicle and to ensure that everything is fine with your vehicle from any perspective.

### In Detail

Via Interior Camera, the interior camera in your BMW can record images of your vehicle interior using the remote function in your My BMW App. The vehicle interior anti-theft recorder function allows you to automatically create a recording of your vehicle's interior when the alarm system is triggered. All data from Interior Camera remains the property of the user. Function and the use of data are permitted for personal and security purposes only. It is your responsibility to ensure that appropriate approvals are obtained from individuals and/or sensitive institutions captured on the recordings when you share your screenshots from Interior Camera.

Furthermore, the Interior Camera in your BMW makes it possible to take selfies while driving. It also offers the option of simply transferring your photos to your smartphone. The Smile function is an additional way to trigger a photo simply by smiling. All data remain the property of the user. Data and function are permitted for personal use only. It is your responsibility to ensure that appropriate approvals are obtained from individuals and/or sensitive institutions captured on the images or videos when you share your screenshots.

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

### Further Information

<u>Prerequisites:</u>	For Interior Camera, you must add your vehicle to your ConnectedDrive account. Your vehicle must be located in a country where the use of this function is legally permitted. Vehicle tracking must have been activated in the vehicle.
<u>How-to activate:</u>	Interior Camera must be activated in the data protection menu. Activation or deactivation is only possible using the main user's profile. Some features can be activated by accepting a disclaimer when starting the feature.
<u>What data will be stored in the vehicle?</u>	For Interior Camera, no data will be stored.
<u>What data will be processed or stored in BMW IT systems?</u>	Interior Camera records images of your BMW's vehicle interior using the interior camera and then transfers them to the My BMW App on request. All image data is encrypted and can only be displayed by the My BMW App. You can access the images in the gallery section of the function and send them to any connected mobile device.  Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	For Interior Camera, no data will be transferred to 3 <sup>rd</sup> parties.

When will data processed be deleted?

For Interior Camera, you can delete individual data in the My BMW App. Once the app has been uninstalled from your smartphone, all connected data is permanently deleted. Image data is saved on our server until it has been successfully downloaded to the app or will be automatically deleted. Furthermore, all data is deleted when using the "Reset to factory settings" function.

# Maps

Date Revised: 14-12-2022; Version: Release 07/23

## Service Description

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

## In Detail

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

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

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

Destination input provides you with easy ways of finding your destination. Entering an address or looking for a point of interest – both make use of a vast amount of information sources.

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

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

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>If equipped with OS9, the Navigation stores previous navigation targets, favorite targets, search entries and navigation settings. Downloaded driving assistance map data is stored.</li> <li>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.</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> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	For 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> </ul>

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# Personalization

Date Revised: 12-October 2022; Version: Release 03/23

## Service Description

Personalization services provide you with the function Personalization with BMW Operating System 7 (OS7) and BMW Operating System 8 (OS8). This function offers the possibility to find personalized settings, to be greeted on the CID, to be able to transfer portable settings to other BMWs. You can use your vehicle and its settings in an individualized and comfortable way.

## In Detail

With Personalization with OS7/OS8, the vehicle uploads your personal settings, you are greeted personally on the display and, if selected via the My BMW App, also with an individual profile picture. You have full access to all vehicle functions. If you link your BMW ID to the vehicle key or digital key, your BMW ID is automatically loaded with your personal settings as soon as you unlock the vehicle. You can save your individual settings in the BMW Cloud and thus transfer them to other technical equipped BMW vehicles. With an active BMW ID the BMW Intelligent Personal Assistant can also make personalized suggestions to you and you can assign a personal activation word. In addition, you can use your BMW ID to define privacy settings individually.

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

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

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

## Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>• For Personalization with OS7/OS8, you need a 6U1 Live Cockpit or 6U2 Live Cockpit Plus or 6U3 Live Cockpit Professional, a vehicle provisioned for ConnectedDrive market, a vehicle provisioned with BMW Operating System 7 or higher and a BMW ID.</li><li>• For vehicles with OS8 Software 7/22 and newer the vehicle is linked automatically with the BMW ID after an in-car login.</li><li>• For vehicles with OS8 Software 3/23 and newer the synchronization with the BMW Cloud is per default activated.</li></ul>
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<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>For Personalization with OS7/OS8, the setup of a personal account needs to be done once per vehicle for OS7/OS8 via My BMW App, QR code scan or via typing in BMW ID credentials, depending on the vehicle model and its technical capabilities. You can activate the personal account automatically when unlocking with the key linked to the BMW ID or by choosing it manually on the display.</li> <li>When setting up the BMW ID in car, the synchronization with the BMW Cloud is activated per default. The synchronization of BMW ID with the BMW Cloud can be deactivated in the settings menu of the corresponding BMW ID.</li> </ul>
<u>What data will be stored in the vehicle?</u>	<p>For Personalization with OS7/OS8, all personal vehicle settings will be stored.</p>
<u>What data will be processed or stored in BMW IT systems?</u>	<p>For Personalization with OS7/OS8, data are saved in addition in the BMW Cloud if synchronization of the BMW ID is activated.</p> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	<p>For Personalization with OS7/OS8, no personal data will be transferred to third parties.</p>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>For Personalization with OS7/OS8, your settings are stored in the vehicle until you delete your personal account or until vehicle is set to factory settings. If synchronization is activated, then personal account remains in the BMW Cloud and is deleted automatically.</li> <li>For In-Car Experience, your settings are stored in the vehicle until you end the experience.</li> <li>For Intelligent Functions, personal preferences held in the BMW IT systems can be deleted by deleting the ConnectedDrive driver profile. Information collected for product/service improvement are deleted automatically.</li> </ul>

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# Remote Control

Date Revised: 29-April-2022; Version: Release 07/22

## Service Description

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

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

## In Detail

Via Remote Services, you can check if you have locked your car and secure the doors if necessary. You are proactively informed if you left your car unlocked or with windows/doors open. You can also activate the headlight flash, send your next destination directly to the navigation system or check the current state of charge and range of your electrified vehicle within the My BMW App. Furthermore for electrified vehicles, you can set up your preferred charging mode, control the climatization, set up a specific target state of charge you want the car to be charged as well as stop and restart a charging process directly via the app.

Via Remote Engine Start, you can comfortably air condition your vehicle from a distance by using the My BMW App or the BMW Display Key. Simply set the timer and your comfortable temperature will be reached on time for your departure. The engine start for stationary air conditioning is only activated after confirmation of the legal disclaimer. If this does not happen, only the parking ventilation is available.

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

## Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>Remote Services are standard equipment for vehicles produced after March 2018. Vehicles produced before March 2018 require the Remote Services package (6AP). eDrive features require an electrified vehicle. Use via the My BMW App requires registration in our portal or in the app.</li><li>For Remote Engine Start, Remote Services and the Remote Engine Start equipment are required. The use of "Remote Engine Start" via My BMW App requires registration in our portal or app. The service must be enabled in the vehicle.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>Remote Services must be activated by the ConnectedDrive contract owner in the My BMW Portal. GPS must be enabled in the vehicle to see the vehicle location data in the app or portal. For vehicles produced on or after November 2018, the App and ConnectedDrive setting in the vehicle privacy menu must be enabled.</li><li>Remote Engine Start can be activated in the vehicle, by using the key, setting a departure timer or in the app.</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.</li><li>For Remote Engine Start, configuration and the last 10 activations are stored.</li></ul>
<u>What data will be processed or</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 status, eDrive data or alerts) is transmitted and</li></ul>

<p><u>stored in BMW IT systems?</u></p>	<p>displayed on your smartphone and stored in our systems. The data is used to display the geographic vehicle position, the route to the vehicle and vehicle condition information in the app or portal.</p> <ul style="list-style-type: none"> <li>• For Remote Engine Start, vehicle data will be stored.</li> </ul> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<p>For Remote Services and Remote Engine Start, no data will be transferred to 3<sup>rd</sup> parties.</p>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> <li>• For Remote Services, the command history and vehicle data are deleted. Transmitting of data can be switched off from inside the vehicle for vehicles built later than November 2018.</li> <li>• For Remote Engine Start, command history will be deleted automatically.</li> </ul>

# Remote Software Upgrade

Date Revised: 10-October-2022; Version: Release 03/23

## Service Description

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

## In Detail

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

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

## Further Information

<u>Prerequisites:</u>	<p>The possibility to receive software upgrades via Remote Software Upgrade depend on the vehicle's hardware and can be checked in the vehicles' ConnectedDrive menu. If the menu item "Remote Software Upgrade" is visible, the car is upgradeable via Remote Software Upgrade.</p> <p>Under certain conditions, Remote Software Upgrade may not be available. This can be for instance due to specific technical requirements (e.g. vehicle condition, battery, etc.) or external circumstances.</p>
<u>How-to activate:</u>	<p>The start of the installation process always must be confirmed manually in the vehicle. The vehicle cannot be used during the installation process, which lasts roughly 20 minutes. Therefore, the vehicle has to be parked safely. Before starting the upgrade windows, sunroof and/ or convertible tops must be closed. You can deactivate the Remote Software Upgrade functionality in the Data Privacy menu in the vehicle at any time.</p>
<u>What data will be stored in the vehicle?</u>	<p>For Remote Software Upgrade, vehicle data and location data are stored.</p>
<u>What data will be processed or stored in BMW IT systems?</u>	<p>For Remote Service Upgrade, vehicle data, software upgrade data, location and movement data are stored. For roadside assistance in case of critical errors after a Remote Software Upgrade, call center agents might contact the customer proactively (e.g. via phone). For this purpose, the customer data that is stored in their ConnectedDrive Account are used and are shared with external service providers for the purpose of roadside assistance alone, if necessary.</p> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>

<u>What data will be transferred to 3rd parties?</u>	No data is transferred to any 3rd party for the Remote Software Upgrade service. In case of an aborted Remote Software Upgrade where a Roadside Assistance is initiated, vehicle, location and movement data are shared with the 3rd party assistance service. For more details see the Roadside Assistance description.
<u>When will data processed be deleted?</u>	Vehicle maintenance information is stored as part of the vehicle maintenance documentation for the life of the vehicle. It will automatically be deleted at the end of the vehicle life cycle.

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# **Repair & Maintenance**

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

## **Service Description**

Repair & Maintenance services provide you with various functions:

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

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

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

## **In Detail**

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

Via **Teleservice Call and Smart Maintenance**, you and your preferred service center will be provided with all relevant vehicle information in the event of maintenance requirements, malfunctions or other vehicle needs. Your service center or BMW utilizes this information to take appropriate action, for example to contact you to schedule an appointment. When required, specialists support and contact you quickly and professionally helping you to stay mobile.

The service contains different features:

- Via **Teleservice Call**, BMW can identify the cause of a fault in your vehicle remotely and contact you to take appropriate action, e.g. to organize a service appointment proactively, regardless of whether or not a fault message has already been displayed in your vehicle. Breakdowns can also be reduced by identifying the condition of individual vehicle components. Besides, status information for selected components is displayed in the MyBMW App / MINI App if you have connected your vehicle to the MyBMW / MINI portal or the MyBMW App / MINI App or directly in your vehicle. To prepare a workshop visit, service centers or other specialists can access current vehicle data.

### **Service Partner Management**

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

### **Roadside Assistance Call**

Via Roadside Assistance Call, you can contact our Roadside Assistance directly from the vehicle or the MyBMW App / MINI App (e.g. in case of a malfunction). All relevant data on the vehicle status as well as your current position will immediately be transmitted to the mobile service agent and a voice connection will be established. In case you contact Roadside Assistance via a different channel, the agent can also access the relevant data remotely. To provide rapid assistance, vehicle diagnosis and key data will be collected during remote diagnosis session and provided for analysis to the technical specialists. Depending on your market, specialists may contact you proactively.

### **Accident Assistance Call**

Via BMW Accident Assistance Call, you receive help in the event of minor accidents. The vehicle identifies the damage and notifies you on the control display via which you can contact a specialist at BMW Accident Assistance as well,

which will receive all relevant data regarding the accident. Depending on your market, specialists may contact you proactively.

### Repair History

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

### Electronic Service History

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

### Remote Diagnosis

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

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, Accident Assistance Call, Roadside Assistance Call and Service Partner Assignment, an active ConnectedDrive contract, the equipment OE6AE "Teleservices", and an active SIM card are required. Furthermore, the vehicle must be in standard condition, has been serviced or retrofitted according to the manufacturer's specifications and is not subject to any unusual or rapidly changing conditions of use or ambient conditions.</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>Teleservice Call is 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 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 as well.</li> </ul>
<u>What data will be processed at BMW touchpoints?</u>	<ul style="list-style-type: none"> <li>The Service Partner Assignment can be changed in the MyBMW App / MINI App, within the MyBMW / MINI portal or directly in your vehicle.</li> <li>Teleservice Call service demands and all related vehicle information in the event of maintenance requirements, malfunctions or other vehicle needs may be displayed and communicated within the MyBMW App / MINI App and via Push Notification.</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, Accident Assistance Call, Roadside Assistance Call, vehicle information, status and technical data will be stored. For BMW Roadside Assistance, BMW Accident Assistance, and Service Partner Management, location data will be stored additionally.</li> </ul> <p>Regarding all services, BMW processes your personal data according to the ConnectedDrive data protection notices. BMW uses data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>For Teleservices, anonymized data of a BMW Roadside Assistance call may be transmitted to third parties. Data like maintenance requirements can be forwarded to or accessed by your preferred service center, which can be selected or commissioned by you.</li> </ul>

When will data  
processed be  
deleted?

- For Teleservice Call, Accident Assistance Call, Roadside Assistance Call, data is retained until a specific maintenance requirement has been identified and communicated and the processing of all procedures have been completed.



# Smartphone Integration

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

## Service Description

Smartphone Integration services enable you to use Apple CarPlay and Android Auto within your vehicle.

You can connect your smartphone to your vehicle and use various functions of your smartphone within your vehicle.

## In Detail

With Smartphone Integration for Apple CarPlay and Android Auto, you can use the control display to access selected apps from your phone – regardless of whether it has an iOS or Android operating system. You can connect your smartphone wirelessly to your vehicle to make calls, dictate and send messages, and listen to your favorite songs, podcasts, and audiobooks. You can also navigate to your destination with information appearing on the Head-Up Display. By holding down the voice button on the steering wheel, you can also keep your hands on the wheel and use your smartphone's voice assistant. The benefits to you include as follows: Google Assistant on Android Auto helps you to find routes, play your favorite songs and even check the weather, Siri acts as your traveling co-pilot while driving in your BMW by helping with things like sending messages, placing calls and making dinner reservations all while being hands-free and your smartphone's voice assistant is integrated into your BMW in a manner that greatly reduces distractions and allows you to keep your hands on the steering wheel.

For further information about Apple CarPlay and Android Auto, visit <https://www.apple.com/ios/carplay> or <https://www.android.com/auto>, respectively.

We are responsible for the technical interface within your vehicle. Apple, respectively Google is responsible for all content, maintaining the service and its availability as well as all functionality which is displayed from your smartphone in your vehicle via Smartphone Integration. When using Apple CarPlay or Android Auto, your mobile data is used. Therefore, additional data charges may apply. Please contact your mobile network operator for details of these costs.

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

## Further Information

<u>Prerequisites:</u>	Smartphone Integration for Apple CarPlay is compatible with Apple iPhone 5 or later generations. Compatibility may be subject to changes, therefore please check: <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.  Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be accessible through Smartphone Integration?</u>	Selected data of the vehicle is transferred to your smartphone, e.g. sensor data, vehicle information and input data.
<u>What data will be transferred to 3rd parties?</u>	Vehicle data accessible through the Apple CarPlay or Android Auto may be transferred to 3rd parties by the accessing apps on your smartphone, including native apps on the device.
<u>When will data processed be deleted?</u>	No data is processed or stored in the vehicle or our IT Systems. Any data processed by iPhone or Android Smartphone is deleted according to the terms and conditions / privacy notice of the respective App.
<u>Warranty</u>	Smartphone Integration is permanently available in the vehicle. Support for Apple CarPlay and / or Android Auto cannot be guaranteed permanently due to potential future technical developments (e.g. of the smartphones and / or smartphone operating systems). Consequently, the warranty is given only to known smartphones and smartphone operating systems that have been known at the point of the vehicle purchase.

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# Technical Basis

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

## Service Description

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

## In Detail

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

Via Extendable Car Communications (xCC), you will receive important notifications from us directly in your vehicle. If your vehicle requires a visit to the service center because of a recall, a technical action or other relevant cases, we will send the message to your vehicle in addition to your other communication channels.

Via Evaluation of Diagnostic Data, vehicle diagnostic data is evaluated and transmitted to us to improve product quality and safe operation with regard to security.

Via Sensor Data Usage Information, we are able to enhance service data quality and product development. Therefore, vehicle sensor data of the surrounding traffic infrastructure, the vehicle status and additional usage information are being evaluated within the vehicle and transferred to us.

For the purpose of developing Future Mobility Solutions, the individual mobility behavior is transferred to us.

Via eSIM, you will be able to rely on your personal mobile connection technology in every BMW. The service offers telephony via eSIM and a personal hotspot. The service is based on your BMW ID for you to use in your own vehicle, or when you borrow a vehicle. We are not liable for services provided by the mobile network provider.

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

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

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

Please note that each Service and its functions depends on availability. 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>• Customer Hotline is part of the Teleservices package.</li> <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 eSIM, you need a compatible vehicle with SA6AE and SA6PA, a ConnectedDrive contract and a BMW ID. Furthermore, you need a mobile phone contract that supports the service. Whether a specific tariff of the participating mobile network provider supports this service, has been specified in the mobile phone contract. Please consult your mobile network provider in case of doubt.</li> <li>• For WLAN Hotspot, you need a compatible device. The service requires SA6NW (telephony with wireless charging) option and a data contract with the respective internet service provider.</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> <li>• For High Voltage Warn Call, you need a vehicle equipped with Teleservices (SA6AE).</li> </ul>
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> <li>• Customer Hotline and Extendable Car Communication (xCC) are 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> <li>• 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> <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> <li>• The High Voltage Warn Call is activated by default.</li> </ul>
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> <li>• For Customer Hotline and 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 eSIM, authentication information, contact and account data will be stored.</li> <li>• For WLAN Hotspot, information about the device will be stored.</li> <li>• For MyInfo, address data will be stored.</li> <li>• For High Voltage Warn Call, error log entries will be stored.</li> </ul>

<p><u>What data will be processed at BMW touchpoints?</u></p>	<ul style="list-style-type: none"> <li>• For eSIM, authentication data, phone data, vehicle and account data will be processed.</li> </ul>
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> <li>• For Customer Hotline, voice call may be recorded for quality assurance purposes, if you consent to it. Depending on your request, further data may be stored. Vehicles equipped with Live Cockpit Professional process vehicle information (deleted after the call is complete).</li> <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 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> <li>• For MyInfo, address data will be transferred to the vehicle.</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> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> <li>• For Customer Hotline, 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> <li>• For 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 3<sup>rd</sup> parties.</li> <li>• For High Voltage Warn Call, relevant vehicle information, including Vehicle Identification Number (VIN), GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status, as well as customer contact information are transmitted to enable the Warn Call.</li> </ul>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> <li>• For Customer Hotline, data will be processed and deleted (depending on your request).</li> <li>• For Extendable Car Communication (xCC), recall campaigns, including vehicle data, will be deleted automatically. Analytics will be anonymized.</li> </ul>

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

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

## Service Description

Traffic Camera Information service provides warnings about upcoming safety cameras. The service warns you about static and mobile safety cameras on your journey, such as speed cameras, red light cameras or high-risk zones.

## In Detail

Traffic Camera Information service provides warnings about upcoming safety cameras to the driver, such as static speed, red traffic light and average speed enforcement cameras. The function provides safety and awareness, reminds the customer to drive carefully, protects driver and other drivers about unforeseen surprises. You will receive a warning in the instrument cluster or HUD (head-up display) when you are approaching recognized safety cameras. The warning disappears after passing the location. Advantages include: Visual warnings in the instrument cluster or head-up display, alerted in advance about safety enforcement cameras on the road ahead, advanced information aims to make you aware of potential accident blackspots and can help you to safely approach such locations and information serves as a gentle reminder to review your speed and check the speed limit of the road.

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

## Further Information

<u>Prerequisites:</u>	For Traffic Camera Information, you need a 6U3 Live Cockpit Professional and a SW version (beginning 07/19).
<u>How-to activate:</u>	The service is automatically activated once you have purchased a subscription and followed the activation steps explained in the BMW Store. The service will automatically warn you about traffic cameras. You can disable the feature in the Traffic Camera Information app menu.
<u>What data will be stored in the vehicle?</u>	The setting configuration to select where you would like to receive the warning (instrument cluster or head-up display) is stored in the vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	The approximate position of the vehicle (not exact position) is collected (pseudonymized).  Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	No data will be transferred to 3 <sup>rd</sup> parties.
<u>When will data processed be deleted?</u>	The approximate position of the vehicle is stored in pseudonymized form only and will be automatically deleted. Settings can be deleted at any time in the vehicle by the customer.

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# Vehicle Apps

Date Revised: 27-February-2023; Version: Release 07/23

## Service Description

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

## In Detail

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

This service may include the following apps:

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

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

## Further Information

<u>Prerequisites:</u>	For Vehicle Apps, you need the ConnectedDrive Services package (6AK), Connected Package (6C1), Connected Package Plus (6C2) and Connected Package Professional (6C3/6C4).
<u>How-to activate:</u>	You will find this function in your vehicle under apps.



<u>What data will be stored in the vehicle?</u>	For Vehicle Apps, no data will be stored in the vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app. Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	For Vehicle Apps, anonymized data will be shared and used to deliver personalized content and service improvement (News). Furthermore, personalization actions, online internet search, mobility profile and destinations learned will be transferred to 3 <sup>rd</sup> parties.
<u>When will data processed be deleted?</u>	Data processed for the services will either be automatically deleted, deleted at your request, or removed by you.

# Video Streaming

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

## Service Description

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

## In Detail

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

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

Please note that each Service and its functions depends on availability. 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.</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>