Terms & Conditions - MINI Connected

1. MINI Digital Services and MINI Connected contract

- 1.1 Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, registered office and registration court: Munich HRB 42243 (hereinafter referred to as "MINI") provides the customer with vehicle-related information and auxiliary services (hereinafter referred to as "Services") under the name "MINI Connected" in accordance with these General Terms and Conditions of Business and Use.
- 1.2 The current version of these Terms and Conditions of Business and Use can be viewed, saved and printed out at any time at www.MINI.de/connected informationen. Any amendments to these Terms and Conditions of Business and Use shall be published at least 6 (six) weeks before their intended date of entry into force and, where MINI is able to contact the customer, shall be notified to the customer. If the customer has agreed an electronic communication channel with MINI, the changes can also be communicated in this way. They become part of the contract if the customer does not object before the intended date of entry into force of the changes. In the event of an objection, MINI reserves the right to terminate the contract.
- 1.3 In order for services to be made available to the customer, the conclusion of a MINI Connected contract between the customer and MINI is required. The MINI Connected contract constitutes the framework agreement between MINI and the customer and, on its own and without the booking of individual services, does not at any time create any obligation on the part of the customer to accept or pay. However, the customer has access to the MINI Digital basic services as set out in the service description (section 3) on the basis of this framework agreement. Additional MINI Digital Services under the MINI Connected contract can be booked (depending on the selected vehicle equipment) when you purchase the vehicle or subsequently in selected Markets via the MINI Store.
- 1.4 If the customer orders a new MINI vehicle from his or her seller (MINI authorised Agent or MINI subsidiary) that has the standard or optional equipment required for a specific service, he or she shall instruct MINI to conclude a MINI Connected contract for the use of this service at the same time.
 - a) If the respective service is part of the standard equipment of the new MINI vehicle, the MINI Connected contract between the customer and MINI comes into effect at the same time as the purchase contract for the new MINI vehicle between the customer and the seller.
 - b) If the service in question is exclusively part of the optional equipment of the new MINI vehicle, the customer is only bound by his or her application to conclude the MINI Connected contract from the point in time at which the customer can no longer deselect the optional equipment ordered for the new MINI vehicle. The MINI Connected contract between the customer and MINI comes into effect when the service is activated by MINI upon first registration of the new MINI vehicle.
 - c) The customer waives the right to receive a separate declaration of acceptance in all of the above mentioned cases.
- 1.5 If the customer decides not to use the MINI Digital Services and, at the request of the customer, the SIM card installed in the vehicle is deactivated before the new vehicle is handed over, this is recognised as a withdrawal from the MINI Connected contract concluded in accordance with section 1.4.
 - In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely. Further information about these functions are included in the vehicles operating manual.

2. My MINI Portal and MINI Store

- 2.1 The availability and the functionality of the My MINI Portal and MINI Store might differ in your market.
- 2.2 At the internet address www.mini-connected.com/germany, MINI provides the customer with the My MINI Portal and the MINI Store, among other things, in accordance with these General Terms and Conditions of Business and Use. Use of the My MINI Portal is free of charge for the customer.
- 2.3 The use of the "My MINI Portal" and the "MINI Store" requires the creation of a user account by the customer and a login with username and password.
- 2.4 Via the "My MINI Portal", the customer can view the status of the services activated for his or her vehicle and manage them. In order to do this, it is necessary to link the customer's user account to the vehicle for which the customer has booked the services and through which the services are to be used. For this link, the customer must transmit the Vehicle Identification Number (VIN) of the vehicle and individually selectable identification features to MINI via the "My MINI Portal".
- 2.5 The purchase of paid or free services in the "MINI Store" requires the conclusion of a MINI Connected contract (in accordance with sections 1.3 and 1.4), registration of the customer in the "My MINI Portal", a link between his or her vehicle and his or her user account, and the provision of address and payment data.

3. Description, duration and availability of the services

- 3.1 The scope of the individual services, the terms and availability are described in detail during the booking process and at www.MINI.de/connected informationen "MINI Digital Services Information / Data Protection" (hereinafter referred to as "Service Description"). The costs of the services are specified by MINI individually or for several services together during the booking process.
- 3.2 The term of the MINI Connected contract in accordance with section 1.3 is unlimited. The duration of other services booked in addition to the basic services is determined by the respective service description. In the case of a limited chargeable service in general, the term of the service is a maximum of 2 (two) years and is tacitly renewed by a maximum of 1 (one) further year, unless the customer terminates the service with a notice period of 6 (six) weeks to the end of the agreed term.
- 3.3 The services are provided via a SIM card installed in the vehicle. The services are therefore partly spatially limited to the reception and transmission range of the radio stations operated by the respective network operator and can also be affected in particular by atmospheric conditions, topographical features, the position of the vehicle and obstacles (e.g. bridges and buildings). In addition, the provision of the services requires the functionality and operational readiness of the mobile network required for the installed SIM card.
- 3.4 Disruptions to the services may result from *force majeure* including strikes, lock-outs and official orders, as well as from technical and other measures that are necessary, for example, at the facilities of MINI, the suppliers of traffic data or the network operators for the proper operation or improvement of the services (e.g. maintenance, repair, system-related software updates, extensions). Service disruptions may also result from short-term capacity bottlenecks due to peak loads on the services or from disruptions in the area of third-party telecommunications systems. MINI shall make all reasonable efforts to immediately remedy such faults and any faults caused by malfunctions of the operating software of the relevant service stored in the customer's vehicle (so-called bugs) or to work towards their elimination. In order to rectify faults in a service, MINI is entitled to make adjustments (e.g. configuration adjustments

to the software) by remote access to the vehicle software (hereinafter referred to as "remote action"), provided that all of the following conditions are met:

- a) The fault to be rectified has no effect on the operational safety of the customer's vehicle;
- b) It is to be expected that the remote measure will permanently remedy the malfunction for the customer's vehicle;
- (c) The changes made by the remote action are limited to the correction of the fault (although after the correction of faults there may be automatic updates that would have been carried out previously as control processes in a fault-free state); and
- (d) It is expected that the remote action will not cause undue impairments to the customer. Undue impairments are deemed to exist in particular if the remote measure will lead to longer-term failures (more than 10 (ten) minutes per attempt at a remote measure) or disruptions of other services, to even short-term failures of other vehicle functions or to the loss of personal settings or data of the customer.
- 3.5 Subject to the conditions set out in section 3.4 a) d), MINI is also entitled to carry out remote measures to comply with statutory provisions, to eliminate malfunctions of other operating software stored in the vehicle and to remedy security loopholes.
- 3.6 If a remote measure is not possible for technical reasons, in particular due to poor or interrupted mobile radio reception or due to temporary vehicle conditions in which the implementation of remote measures is technically impossible (e.g. vehicle conditions that are not suitable for carrying out the respective remote measure, such as, depending on the specific remote measure, parking / living / driving; interruption of the measure by the customer locking / unlocking the vehicle during the remote measure; interruption of the remote measure by starting an eCall), MINI is entitled to repeat the remote measure.
- 3.7 MINI reserves the right to 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. In the event of a more extensive modification of the scope of a service, of which the customer can be notified in writing or via an electronic communication channel (e.g. via the MINI App), the customer may terminate this service extraordinarily within 6 (six) weeks of receipt of the notification of the modification and have it deactivated free of charge via the MINI Connected Hotline (see section 9).
- 3.8 BMW may indicate to the customer via the vehicles Central Information Display that Remote Software Upgrades are available which require that the customer confirms the installation of the upgrade via the Central Information Display.

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

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

4. Use of the services

- 4.1 The customer may not use the services for illegal purposes and will ensure that third parties do not do so either. The customer is not entitled to pass on the data and information received within the scope of the use of the services to third parties for commercial purposes or to process them further.
- 4.2 The customer bears the costs of misuse of the emergency call or other services.
- 4.3 The MINI Connected contract between MINI and the customer and 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 "MINI Store"

- 5.1 In addition to the basic services, the customer can order further MINI Digital Services either directly with the purchase of the new vehicle or subsequently in selected markets via the "MINI Store". The "MINI Store" is aimed at customers with a MINI Connected contract with MINI.
- 5.2 Offer and conclusion of contract when booking services via the "MINI Store":
 - a) MINI offers the customer various services via the "MINI Store" and makes a binding offer for these services, which the customer who has registered in the "My MINI Portal" can book at the fixed price indicated. Details of the service in question and its duration can be found in the description of the individual service in the "MINI Store" and in the service description. The binding booking of a service comes into effect as soon as the customer clicks on the button "Order Now With Payment" in the case of services with costs, or on the button "Order Now" in the case of services free of charge.
 - b) The customer can correct input errors by cancelling the process and starting the process again.
 - c) After completing the ordering process, the customer receives a confirmation of the conclusion of the contract for the booked service by e-mail.
 - d) Furthermore, the text of the contract sent to the customer is not stored separately by MINI and cannot be called up or viewed by the customer at MINI after conclusion of the contract.
- 5.3 Order procedure in the "My MINI Portal" and via the "MINI Store":
 - a) Start online ordering in the "My MINI Portal"

In the "Store" area in the "My MINI Portal", the customer can find out about the services offered by MINI Connected (with different durations and prices, if applicable). The customer can then select a service (with duration and price if necessary). The order is started when the customer begins the online ordering process for the service in the selected term by clicking the "Book Now" button.

b) Customer status

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

c) <u>Order overview / order change</u>

If the customer has already registered in the "My MINI Portal" and entered address and payment information, he or she will be taken directly to an overview page which displays the complete order with all relevant contract data. The customer has the possibility of cancelling the order process by leaving the website. If the customer agrees with the order overview, he can place his or her binding order by clicking on the button "Order Now With Payment". In order to complete the order, you must accept the General Terms and Conditions of Business and Use. If the customer has not yet

registered in the "My MINI Portal" and/or has not yet provided any address and payment information, he / she must first enter this in the "My MINI Portal" in the "Administration" area before the order can be placed.

d) Order information

After completing the ordering process, the customer receives a confirmation of the conclusion of the contract for the booked service by e-mail.

5.4 Provision and activation of services

After the customer has clicked on the "Order Now With Payment" or "Order Now" button, the service is booked with MINI and directed to activation. A provisioning file is then sent to the vehicle and the service is activated in the vehicle. This process usually takes a few minutes. However, the process cannot be 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 was able to be carried out.

5.5. Payment

- a) The stated prices are ZAR prices including value added tax.
- b) In the event of late payment by the customer, MINI shall be entitled to suspend or discontinue the provision of the affected services and to deactivate the customer's access authorisation to the affected services until the customer has paid his / her due liabilities. This deactivation shall include, where appropriate, the function of the "Intelligent Emergency Call" service. The customer is in default of payment if he / she has not paid within 30 (thirty) days of the invoice date.
- c) The customer may only offset against claims by MINI if the customer's counterclaim is undisputed or has been legally established. The customer may only assert a right of retention if this is based on claims arising from the contractual relationship with MINI.

5.6 Right of revocation for consumers

If the customer is a consumer within the meaning of § 13 BGB (German Civil Code), he / she has a 14 (fourteen) day right of revocation (see section 8).

6. Deactivation of the services, termination of the MINI Connected contract

- 6.1 The customer may have the SIM card installed in the car deactivated at any time by an authorised MINI dealer, a MINI subsidiary or an authorised MINI workshop. When the SIM card is deactivated, all booked MINI Digital Services including basic services are deactivated. Deactivation means that the emergency call in the vehicle is also without function. In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely.
- 6.2 MINI and the customer may terminate the MINI Connected contract (insofar as an unlimited term should apply to it in accordance with 3.2) and an unlimited service at any time with 6 (six) weeks' notice. Otherwise, if the term is limited, termination is possible with a notice period of 6 (six) weeks to the end of the term if the term would otherwise be automatically renewed.

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

Sanctions means any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union, Her Majesty's Treasury (HMT)). 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 MINI has received the approval from the competent authority (to the extent required under the applicable Sanctions).

7. Sale or permanent transfer of the vehicle

- 7.1 The customer may not transfer his or her existing MINI Connected contract with MINI to a third party without the consent of MINI. This also applies in the event that the customer sells or permanently transfers his / her vehicle to a third party.
- 7.2 If the vehicle is sold or permanently transferred to a third party, the customer must ensure that all personal data stored in the vehicle is deleted. The customer must also end the link between the vehicle and his user account via the MINI App.
- 7.3 The customer is obliged to inform the third party to whom he sells his / her vehicle or to whom he / she permanently transfers his / her vehicle of all active and deactivated services.
- 7.4 If the vehicle is sold or passed on to a third party, the customer has the right to terminate a limited service with a 6 (six) week notice period in addition to the termination option under section 6.2. If the customer cancels a temporary service before the end of the term, the price paid for it will not be refunded proportionally.

8. Right of revocation for consumers

If the customer is a consumer within the meaning of § 13 BGB (German Civil Code), he / she has a 14 (fourteen) day right of revocation in the event of the conclusion of the contract in accordance with section 1.6 and the booking of individual services in accordance with section 5. According to § 13 BGB, a consumer is any natural person who concludes a legal transaction for purposes that can neither can be predominantly attributed to their commercial or self-employed professional activity. In the following the customer is informed about his / her right of revocation:

Cancellation policy

Right of revocation:

You have the right, within 14 (fourteen) days to revoke this contract without giving reasons. The revocation period is 14 (fourteen) days from the day of the conclusion of the contract. In order to exercise your right of revocation, you must notify us (Bayerische Motoren Werke Aktiengesellschaft, MINI Customer Service, MINI Connected, D-80788 Munich, Germany, e-mail: be-connected@MINI.de) by means of a clear declaration (e.g. a letter sent by post) letter, fax or e-mail) about your decision to withdraw from 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 14 (fourteen) days from the date we receive notification of your revocation of this contract. For this repayment, we use the same means of payment that 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 Bayerische Motoren Werke Aktiengesellschaft, MINI Customer Service, MINI Connected, D-80788 Munich, E-Mail: <u>be-connected@MINI.de</u>:

- I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)
- 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.

9. Contact

The MINI Customer Service can be reached by e-mail at <u>be-connected@MINI.de</u>. The MINI Connected Hotline is available from Monday to Sunday from 08:00 to 20:00 on the following telephone number: +49 89 1250-16012.

10. Liability

- 10.1 If a Service is defective, the customer has the statutory warranty rights applicable to digital products (or, as applicable, goods with digital elements), unless stipulated otherwise.
- 10.2 MINI accepts no liability for the accuracy and topicality of the data and information transmitted via the services.
- 10.3 MINI shall not be liable for the consequences of malfunctions, interruptions and functional impairments of the services, in particular in the cases described in 3.3 and 3.4.
- 10.4 In the event of slight negligence, MINI 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 MINI 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 and may rely. This liability is limited to the typical damage foreseeable at the time of conclusion of the contract.
- 10.5 The personal liability of MINI'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.
- 10.6 MINI'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. Limitations of liability do not apply in the event of intent, gross negligence or injury to life, body or health.

11. Data processing and security

- 11.1 The data entered by the customer within the framework of the "My MINI Portal" or the "MINI Store" are automatically encrypted using the SSL protocol (Secure Sockets Layer Protocol). SSL is the industry standard for transferring confidential data over the internet.
- 11.2 MINI collects, stores and uses the personal data provided by the customer within the framework of the statutory provisions, insofar as this is necessary for the establishment, content or amendment of the contractual relationship and the use and invoicing of the services. Details on the processing of personal or vehicle-related data within the scope of the individual services can be viewed in the service descriptions and at www.MINI.de/connected informationen.
- 11.3 The customer must inform MINI immediately of any changes to personal data relating to the contractual relationship and the invoicing of services.
- 11.4 Usage of data required for the proper billing of services (billing data) may be stored and used by MINI beyond the end of the usage process until the billing is completed. To the extent necessary for the purpose of detecting and preventing improper use of services, inventory and traffic data may be processed and, where appropriate, stored beyond the end of the use process.

12. Place of jurisdiction and applicable law

12.1 Exclusive place of jurisdiction for all claims arising from the business relationship with merchants is Munich.

- 12.2 The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, moves to his / her place of residence or usual place of abode out of Germany after conclusion 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 German 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. 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"

Due to a legal obligation, we are obliged to inform you, irrespective of our participation in alternative dispute resolution, 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. MINI will not participate in any dispute settlement proceedings before a consumer arbitration board and is not obliged to do so. Our e-mail address is be-connected@MINI.de.

Last updated: November 2022

MINI Digital Services

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

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

DURATION BRAND SERVICE Ex-Factory ONLINE / STORE BMW; MINI Concierge Services BMW; MINI Concierge Services 3Y 1Y BMW; MINI Connected E-Mobility **BMW Public Charging** 3Y 1Y BMW; MINI eDrive Services LT (BMW) / 3Y (MINI) 1Y **BMW** Digital Kev **BMW** Comfort Access with BMW Digital Key LT BMW; MINI Intelligent eCall and Legal eCall Intelligent eCall BMW; MINI LT **BMW Interior Camera** Interior Camera LT **BMW** 1Y **BMW BMW Snapshot** LT 1Y BMW; MINI Maps BMW; MINI Map Update 3Y 1Y BMW; MINI Routing 3Y 1Y Real Time Traffic Information (RTTI) BMW; MINI 3Y 1Y **BMW** Personalization Personalization with ID7/ID8 **BMW** LT BMW; MINI Remote Control BMW; MINI Remote Services LT 1Y (BMW) / LT(MINI) **BMW** Remote Engine Start LT LT **BMW** Remote Software Upgrade **BMW** Remote Software Upgrade **BMW** Remote Surveillance **BMW** Drive Recorder LT 1M / 1Y / 3Y / LT **BMW** Remote 3D View LT 1Y BMW; MINI Repair & Maintenance BMW; MINI TeleServices Call LT BMW; MINI RMI Services* LT

	BMW;	Smart Maintenance*	LT	
-	BMW; MINI	Smartphone Integration		
	BMW; MINI	Smartphone Integration	LT	LT
-	BMW; MINI	<u>Technical Basis</u>		
	BMW; MINI	Customer Hotline*	LT	
	BMW	eSIM	LT	
	BMW; MINI	Evaluation of Diagnostics Data*	LT	
	BMW	Extendable Car Communications (xCC)*	LT	
	BMW; MINI	Future Mobility Solutions*	LT	
	BMW; MINI	MyInfo*	LT	
	BMW	Sensor Data Usage Information*	LT	
	BMW	WLAN Hotspot	LT	
_	BMW	Traffic Camera Information		
	BMW	Traffic Camera Information	LT	1Y
_	BMW; MINI	Vehicle Apps		
	BMW; MINI	Vehicle Apps	3Y	1Y

^{*}Base Service

Concierge Services

Date Revised: 31-January-2022; 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 Service 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

Prerequisites:	Only vehicles fitted with Concierge Services (6AN)	
How-to	Concierge Services are automatically active once the product is purchased.	
<u>activate:</u>		
What data will	For Concierge Services, requested POIs including details are stored (location and movement, account,	
be stored in the	and vehicle information).	
<u>vehicle?</u>		
What data will	For Concierge Services, you are connected to the call center when you push the call button in your	
be processed or	vehicle. The vehicle's identification, location, and if route guidance is activated, the selected route may	
stored in MINI	be transmitted to the service providers commissioned by us to provide the service. Location and	
IT systems?	movement data and account and vehicle information are stored.	
	Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.	
What data will	Data may be transmitted to the service providers commissioned by us to provide the service.	
<u>be transferred</u>		
to 3rd parties?		
When will data	For Concierge Services, personal data in our IT systems will only be used to provide the service and will	
processed be	then be deleted. You may delete the data stored in the vehicle at any time.	
<u>deleted?</u>		

Connected E-Mobility

Date Revised: 02.06.2022; Version: Release 11/22

Service Description

Connected E-Mobility services provide you with various E-Mobility functions: Charging Management 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 Charging Management, you receive detailed information about the charging activities for all current users of this vehicle, e.g. charging sessions, push notifications for specific charging events and a possibility to optimize active charging processes. When you activate GPS and allow us to use GPS, your charging history entries are enhanced by location details.

Via **eDrive Services**, you can control your car using the MINI App on your smartphone. You can see the charging status of your vehicle and control the 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.

	1
<u>Prerequisites:</u>	• Charging Management is only available for electrified vehicles in combination with active eDrive Remote Services.
	eDrive services are available for electrified vehicles only.
<u>How-to</u> <u>activate:</u>	• The use of Charging Management features requires a MINI Connected contract, a mapped electrified vehicle in the latest version of the MINI App, an internet connectivity for the MINI Connected module, an activated GPS as well as activated transmission of vehicle data to the My BMW/ MINI App by any user. Otherwise, no charging history entry is created. To make full use of Charging Management, it is also necessary to provide specific data for each individual charging point of the customer.
	• 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).
What data will be stored in the	• For Charging Management, GPS position, state of charge and charging settings (charge mode, departure time, pre-climatization) are stored.
<u>vehicle?</u>	• For eDrive Services, data will be stored regarding charging map, range map, the latest/current range map and charging POI information.
What data will be processed or stored in MINI	• For Charging Management, we process your contract number, vehicle, and location data (can be seen within the charging history in the My BMW/ MINI App from all current users of this vehicle).
IT systems?	• For eDrive Services, we process data regarding charging map, range map and regarding analyzing your driving style.

	Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a pseudonymized form for the purpose of further development and assurance of its respective service quality.
What data will be transferred to 3rd parties?	 For Charging Management, no data will be transferred to 3rd parties. For eDrive Services, we share data regarding consumption speed curves, current position, remaining electrical range and range map data with service providers to create a range map. We use anonymized data to calculate average consumptions. We share such anonymized data with all users with compatible vehicles within the eMobility Community.
When will data processed be deleted?	 For Charging Management, when you delete your customer account, we will delete your data directly. When you switch of charging history, your personal data will be automatically deleted. For eDrive Services, we store a range map for one lifecycle. At any time, you can delete the eMobility data in the respective app. We will automatically delete your data when your MINI Connected contract expires.
Liability Charging Management	Charging costs and amount of charged energy calculated are forecasts. Such forecasts may differ from the actual charging process, the actual costs charged by the electricity provider or regarding an actual cost saving. In addition, we base all values, data and information calculated via Charging Management on vehicle data, the accuracy of which may be affected by various factors (GSM reception, charging time, outside temperature, etc.). We do not assume any liability for the consequences of such impairments, as well as disturbances or interruptions.

Maps

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

Service Description

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

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

In Detail

The **Map Display** presents you a map with all information you need before, during and after your drive. 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**.

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. 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.

<u>Prerequisites:</u>	Map Updates: For USB Map Update, the vehicle must be enabled for ma update and a valid activation code for a new map must be available. USB Map Update Portal requires an account, a vehicle which is mapped to the account and an USB stick.
	• For Destination input using the full amount of available data and the enrichment of Map Display, you need an active RTTI contract and Navigation.
	• For Routing, you need an active RTTI contract, Navigation Professional (6U3) or Navigation Business (6U2) and software version later than 07/20.
	RTTI requires a subscription.
How-to activate:	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 to an external USB stick and plugged into the USB port in the car.

	 Routing can be activated and deactivated via the privacy menu in the vehicle. RTTI is automatically activated once you have purchased the subscription.
What data will be stored in the vehicle?	 Map Updates: For USB Map Update and USB Map Portal, no personal data is stored (only new map material). For Routing, personal route settings are persistent in the vehicle. For RTTI, no personal data is stored in the vehicle.
What data will be processed or stored in MINI IT systems?	 Map Updates: USB Map Update and the USB Map Update Portal, the vehicle identification number (VIN) and country are stored. For Destination Input, the search entry, vehicle and location data, including the planned route in case of an active route calculation, is sent to the relevant IT systems. For Routing, vehicle and location data, position and movement, customer configurations and sensor data are stored. The data is sent to the relevant IT systems in case a route calculation was started by the customer. For RTTI, position and movement data, sensor data measuring vehicle state and environmental conditions is stored. Data used to display traffic and parking information are processed at regular intervals. Data used to generate traffic and parking information are generated depending on the situation, e.g. if the system detects a traffic jam or hindrances and the general position and movement data is collected continuously and technically inhibited from mapping the data to a certain individual. Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
What data will be transferred to 3rd parties?	For Map Display, Map Updates, Destination Input, Routing and RTTI, data is transferred to external partners that are under MINI 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 MINI customer.
When will data processed be deleted?	 Map Updates: USB Map Update Portal and USB Map Update, personal data will be deleted automatically. For Routing and RTTI, data will be stored in pseudonymized form and deleted automatically.

Remote Control

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

Service Description

Remote Control offers the function Remote Services. This function enables 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 MINI 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.

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.

<u>Prerequisites:</u>	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 MINI App requires registration our portal or in the app.
<u>How-to</u> <u>activate:</u>	Remote Services must be activated in the MINI 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 MINI Connected setting in the vehicle privacy menu must be enabled.
What data will be stored in the vehicle?	For Remote Services, identification and location data and service alerts will be stored in the vehicle.
What data will be processed or stored in MINI IT systems?	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 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.
	Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
What data will be transferred to 3rd parties?	For Remote Services, no data will be transferred to third parties.
When will data processed be deleted?	For Remote Services, the command history and vehicle data are automatically deleted. Transmitting of data can be switched off from inside the vehicle for vehicles built later than at least November 2018.

Repair & Maintenance

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

Service Description

Repair & Maintenance services provide you with various functions:

Teleservice Call, 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. You can easily communicate with the environment via your vehicle.

In Detail

Teleservice Call

Via **Teleservice Call**, 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.

The independent provider is responsible for the form of service delivery. BMW accepts no responsibility for this. For further information on the approval of an independent provider, please refer to the BMW / MINI CarData Terms of Use. If you have any questions regarding the provision of services or the further processing of data, please contact the independent service provider you have chosen.

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

Prerequisites:	• 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.
How-to activate:	Teleservice Call is activated by default.
What data will be stored in the vehicle?	 For Teleservice Call, the date the last Teleservice Call was sent will be stored in the vehicle. For Accident Assistance Call, location data and information about the accident will be stored in the vehicle as well.
What data will be processed at BMW touchpoints?	 The Service Partner Assignment can be changed in the MyBMW App / MINI App, within the MyBMW / MINI portal or directly in your vehicle. 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.
What data will be processed or stored in BMW IT systems?	 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. 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.
What data will be transferred to 3rd parties?	• 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.

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 within your vehicle.

This function enables you to connect your smartphone to your vehicle and to use various functions of your smartphone within your vehicle.

In Detail

With **Smartphone Integration** for Apple CarPlay, 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 the following: Siri acts as your traveling co-pilot while driving in your MINI by helping with things like sending messages, placing calls, and making dinner reservations all while being hands-free. Your smartphone's voice assistant is integrated into your MINI in a manner that greatly reduces distractions and allows you to keep your hands on the steering wheel.

For further information about Apple CarPlay, visit https://www.apple.com/ios/carplay.

We are responsible for the technical interface within your vehicle. Apple 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, 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.

<u>Prerequisites:</u>	For Smartphone Integration, you need a compatible Apple iPhone 5 or later generations. Compatibility may be subject to changes, therefore please check: https://www.apple.com/ios/carplay.
How-to activate:	Configure your device in the "Settings" menu of the vehicle in the Bluetooth menu. On the Smartphone Bluetooth and Wi-Fi must be activated.
What data will be stored in the vehicle?	The Smartphone Integration with support for Apple CarPlay does not generate or store any data in the vehicle.
What data will be processed or stored in MINI	No data will be processed in our IT systems, all data is directly processed on the iPhone.
IT systems?	Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.

What data will be accessible	Selected data of the vehicle is transferred to your smartphone, e.g. sensor data, vehicle information and input data.
<u>through</u>	T. C.
<u>Smartphone</u>	
Integration?	
What data will	Vehicle data accessible through the Apple CarPlay may be transferred to 3rd parties by the accessing
<u>be transferred</u>	apps on your smartphone, including native apps on the device.
to 3rd parties?	
When will data	No data is processed or stored in the vehicle or our IT Systems.
<u>processed be</u>	*
<u>deleted?</u>	
<u>Warranty</u>	Smartphone Integration is permanently available in the vehicle. Support for Apple CarPlay cannot be guaranteed permanently due to potential future technical developments (e.g. of the smartphones and / or smartphone operating systems). Consequently, the warranty is given only to known smartphones and smartphone operating systems that have been known at the point of the vehicle purchase.

Technical Basis

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

Service Description

Technical Basis services provide you with various functions: Customer Hotline, Evaluation of Diagnostic Data and MyInfo.

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

In Detail

The service contains different features:

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

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

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 MINI App. If a phone number is included, the phone number can be dialed directly in the vehicle and a phone call is established the mobile telephone connected to the vehicle, according to the conditions of the mobile phone contract provider.

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

<u>Prerequisites:</u>	Customer Hotline is part of the Teleservices package.
	• For Evaluation of Diagnostic Data, Sensor Data Usage Information and Future Mobility Solutions, the service details may differ depending on the technical equipment and capabilities of the vehicle.
	• For MyInfo, no prerequisites are necessary. To use MyInfo with Google Maps, you must have a Google account and link your MINI Assist to that account.
<u>How-to</u>	Customer Hotline are activated by default.
<u>activate:</u>	Evaluation of Diagnostic Data is always active when MINI Connected is active.
	• 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.
What data will	For Customer Hotline, no data will be stored.
be stored in the vehicle?	• For Evaluation of Diagnostic Data, data for the verification of integrity and security will be stored.
701110101	For MyInfo, address data will be stored.

What data will For Customer Hotline, voice call may be recorded for quality assurance purposes, if you consent to be processed or it. Depending on your request, further data may be stored. Vehicles equipped with Live Cockpit stored in MINI Professional process vehicle information (deleted after the call is complete). IT systems? For Evaluation of Diagnostic Data, data collected in the vehicle is transmitted in aggregated form to the back end and analyzed there for anomalies specific to the vehicle (vehicle specific technical campaign necessary to restore integrity and security; continuously improve the safety of products and services with pseudonymized data). For MyInfo, address data will be transferred to the vehicle. Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality. What data will be transferred to 3rd parties? When will data For Customer Hotline, data will be processed and deleted (depending on your request). processed be For Evaluation of Diagnostic Data, vehicle-specific data, data to perform technical campaigns and to deleted?

campaign.

improve products and services will be deleted after completion of the analysis or completion of the

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.

Vehicle Apps

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

Service Description

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

In Detail

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

This service may include the following apps:

- Via **News**, you can consume current news from different categories, provided in natural language audio or by text with the option to have them read out to you. With your ConnectedDrive account you can view your personal RSS-feeds in our portal and choose to opt-in to advanced personalization.
- Via **Weather**, you have a detailed daily preview as well as an outlook for the next days (at any location). Weather warnings will notify of 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 MINI App or vehicle. You can flag your favorite destination, search for new destinations within the app and simply send them directly to your MINI.
- Via **Fuel Price Search**, you can look for gas stations, filtered by fuel type. This function is also available for charging stations.
- Via **Learning navigation**, you can control whether location data for the intelligent mobility assistant is collected from the vehicle.
- Via **Received destinations**, you have the option of directly viewing, deleting, saving as favorites, or starting route guidance to the destinations and planned appointments you have sent to the vehicle.

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

<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</u> <u>activate:</u>	You will find this function in your vehicle under apps.
What data will be stored in the vehicle?	For Vehicle Apps, no data will be stored in the vehicle.
What data will be processed or	For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app.

stored in MINI IT systems?	Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
What data will be transferred to 3rd parties?	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 rd parties.
When will data processed be deleted?	Data processed for the services will either be automatically deleted, deleted at your request or removed by you.