

# General Terms and Conditions of Business and Use for BMW ConnectedDrive.

## 1. BMW ConnectedDrive Services and BMW ConnectedDrive Contracts

- 1.1 BMW Asia Pte Ltd of 1 HarbourFront Avenue, #15-02/07, Keppel Bay Tower, Singapore 098632 (hereafter referred to as "BMW") provides the customer with vehicle-specific information and support services (hereafter referred to as "Services") under the name "BMW ConnectedDrive", in accordance with these General Terms and Conditions of Service or such amended terms and conditions as BMW may deem fit. BMW reserves the right to update the General Terms and Conditions of Services at its absolute discretion.
- 1.2 The current version of these Terms and Conditions of Service may be viewed, stored and printed at the website: [www.bmw-connecteddrive.sg](http://www.bmw-connecteddrive.sg). If the customer has agreed an electronic channel of communication with BMW (for example via the My BMW Portal "My BMW ConnectedDrive"), any changes may be notified via this channel. They shall become part of the contract if the customer does not revoke such changes before they are due to come into effect.
- 1.3 In order for the customer to be provided with Services, it is necessary for a BMW ConnectedDrive contract to be concluded between the customer and BMW. The BMW ConnectedDrive contract represents the outline agreement between BMW and the customer. On its own and without any individual Services being booked, it does not at any time constitute an obligation on the part of the customer to accept goods or make payment. Single or multiple Services under the BMW ConnectedDrive contract can (depending on the vehicle equipment selected) be booked on acquisition of the vehicle or retrospectively.
- 1.4 If the customer orders from his/her seller (BMW authorised dealer or BMW subsidiary) a new BMW vehicle that exhibits the standard or special equipment required for a certain Service, he/she simultaneously instructs BMW to conclude a BMW ConnectedDrive contract for the use of this Service.
  - a) If the respective Service is part of the standard equipment of the new BMW vehicle, the BMW ConnectedDrive contract between the customer and BMW comes into effect at the point in time at which the purchase contract for the new BMW vehicle between the customer and his/her seller also comes into effect.
  - b) If the respective Services is exclusively part of the special equipment of the new BMW vehicle, the customer is not bound to his/her application for conclusion of the BMW ConnectedDrive contract until the point in time from which the customer is no longer able to deselect the special equipment ordered. The BMW ConnectedDrive contract between the customer and BMW then comes into effect when the Service is activated by BMW on initial registration of the new BMW vehicle.
- 1.5 In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely. Further information about these functions are included in the vehicles operating manual.

## 2. My BMW Portal and BMW Shop ("My BMW ConnectedDrive")

- 2.1 BMW has made the My BMW Portal and BMW Shop ("My BMW ConnectedDrive") available for the customer at the website: [www.bmw-connecteddrive.sg](http://www.bmw-connecteddrive.sg). It is necessary for the user to set up a user account by completing all necessary data and to log in with username and password before using "My BMW ConnectedDrive".
- 2.2 The customer can view and manage the status of the Services activated for the vehicle via "My BMW ConnectedDrive". For this purpose, the customer's user account must be connected to the vehicle permitted for such Services as indicated in the Contract. To set up this connection, the customer must send the vehicle identification number and individually selectable identification features to BMW via "My BMW ConnectedDrive".
- 2.3 Depending on the availability and equipment for the respective vehicle, the customer can order fee-based as well as free Services from "BMW Shop".
- 2.4 Ordering fee-based or free Services from the "BMW Shop" requires the conclusion of a BMW ConnectedDrive agreement set out in 1.3 and 1.4. In addition, the customer must be registered in "My BMW ConnectedDrive," the customer's vehicle must be linked with his/her user account, and the address and payment details must be entered.

## 3. Description, Duration and Availability of Services

- 3.1 The Services are described in detail and their duration, availability and cost are provided at [www.bmw-connecteddrive.sg](http://www.bmw-connecteddrive.sg) and in the "BMW ConnectedDrive Services – Information" document.
- 3.2 The term of the Contract is for an initial period of three years. Depending on the vehicle generation, it may be necessary to log in to the vehicle with the BMW ID for the full range of functions of certain services; details on this have been specified in the respective service descriptions.
- 3.3 Services are provided by means of a SIM card installed in the vehicle. The Services may therefore be restricted in part by the regional reception and transmission range of the radio transmitters operated by the respective network providers and may also be subject to interference caused by atmospheric conditions, topographical features, the position of the vehicle and obstructions (e.g. bridges and buildings). Furthermore for the Services to be provided, the mobile communication network required for the installed SIM card must function properly and be ready for use.
- 3.4 The Services may be disrupted by force majeure, including strikes, lock-outs and public authorities orders, as well as technical and other measures required to be carried out on the systems of BMW, the suppliers of traffic data or network operators for the proper operation or improvement of the Services (e.g. maintenance, repair, system-related software updates, expansions). The Services may also be disrupted by short-term capacity-related bottlenecks due to peak loads on the Services or by failures in the telecommunication systems of third parties. BMW shall make every reasonable effort to reduce disruptions and to rectify such disruptions when they occur.

- 3.5 The customer can report Services disruptions to BMW customer support (see 7 below).
- 3.6 BMW reserves the right to modify the scope of a particular Service, provided this modification is reasonable for the customer with regard to the full scope of the agreed Services.
- 3.7 Upon the expiry of the term for the Services contracted, such Services shall no longer be available to the customer unless the customer renews the contract for such Services.
- 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 shall not be permitted to use the Services for unlawful purposes and shall not allow third parties to do so. The customer shall not be permitted to forward to third parties or process data or information received using the Services for commercial purposes.
- 4.2 The customer shall only be permitted to use the SIM card installed in the vehicle for the provision of the Services by BMW.
- 4.3 The customer shall bear the cost of misuse of the emergency call.
- 4.4 The Services are vehicle-specific and cannot be transferred to another vehicle or used in another vehicle.

#### **5. Deactivating The Services, Termination of The Contract**

- 5.1 The customer may have the Services "Teleservices" and "Intelligent Emergency Call" deactivated at any time at an authorised BMW dealer, a regional BMW branch or an authorised BMW workshop. Deactivation of the Services will also deactivate the SIM card installed in the vehicle. **The Emergency Call in the vehicle will to cease to function in such an event.** 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.
- 5.2 The customer may suspend or terminate any of the Services for an indefinite duration at any time during the Contract, by giving BMW written notice of not less than six weeks. No rebate or refund for the cost of such Services will be granted to the Customer for the suspension or early termination of the Services contracted for.
- 5.3 BMW may refuse, suspend, cancel or terminate all or some services or the BMW ConnectedDrive contract as a whole in the event of the customer being or becoming subject to Sanctions (as defined in the following sentence) provided that under the Sanctions, BMW is no longer permitted to provide the respective services to the customer. Sanctions means any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union, 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 BMW has received the approval from the competent authority (to the extent required under the applicable Sanctions).
- 5.4 Deleting the vehicle in the "My BMW App" or in the "My BMW Portal" deactivates all services that require the vehicle to be linked to the customer's account. Once the link has been restored the services are reactivated. Resetting the vehicle to factory settings automatically deletes the link between the vehicle and the account for authorised vehicles (from BMW Operating System 7.0 Production 11/20 or higher).

#### **6. Sale or Permanent Transfer of The Vehicle**

- 6.1 The customer cannot transfer an existing Contract with BMW to a third party without the prior written consent of BMW. This shall also apply when the customer sells or permanently transfers the vehicle to a third party.
- 6.2 When a vehicle is sold or permanently transferred to a third party, the customer must ensure that all the personal data stored in the vehicle is deleted. **In addition, the customer must terminate the connection between the vehicle and his/her user account via "My BMW ConnectedDrive".**
- 6.3 The customer must inform the third party to whom the vehicle has been sold or permanently transferred what are the active and deactivated Services.
- 6.4 When selling or permanently transferring the vehicle to a third party, the customer has the right according to 5.2 to terminate a fixed-term service with a notice period of six weeks. If the customer terminates a service before the end of the contractual term, no rebate for the cost of such Services will be given to the customer for any unutilised term.

#### **7. Contacts**

For any enquiries, please contact:  
Email: [info@bmw-connecteddrive.sg](mailto:info@bmw-connecteddrive.sg)  
Tel: 1800 269 6464 (Mon to Fri: 8.00am – 7.00pm)

## **8. Warranty**

BMW makes no representations and gives no warranties, guarantees or undertakings concerning its performance of the Services except as expressly set out in these Terms and Conditions. All other warranties, express or implied, by statute or otherwise, are excluded from the Contract.

## **9. Liability**

- 9.1 BMW assumes no liability for ensuring that the data and information transmitted via the Services are correct and up to date nor shall it be responsible for any disturbances, interruptions and functional impairments of the Services, including but not limited to the instances set out in 3.3 and 3.4.
- 9.2 BMW shall not be liable for any claim arising from the use of a device which has not been approved by BMW or is not compatible for use in the provision of the Services. For verification of approved or compatible devices please go to [www.bmw.com/bluetooth](http://www.bmw.com/bluetooth).
- 9.3 BMW disclaims all liability in contract or in tort (including negligence or breach of statutory duty) to the customer or any third party arising out of or in connection with the Contract, provision of the Services including but not limited to liability for loss of revenue, loss of profits whether in the course of the customer's business or otherwise and in no event will BMW be liable to the customer or any third party for special, indirect or consequential damages.

## **10. Data Collection, Storage, Use and Security**

- 10.1 The data provided by the customer in "My BMW ConnectedDrive" is automatically encrypted using the SSL (Secure Sockets Layer) protocol. SSL is the industry standard for the transfer of confidential data via the Internet.
- 10.2 In providing the Services to the customer, BMW will collect, store and use personal data provided by the customer pursuant to the Personal Data Protection Act 2012. BMW may disclose such information to its service providers and agents for this purpose. The customer must notify BMW immediately of any modifications to personal data that affect the contractual relationship and the billing of the Services.
- 10.3 Usage data required for the billing of the Services (billing data) may be stored and used by BMW beyond the end of the usage process until completion of billing.
- 10.4 Data obtained from the use of the Services may also be analysed for quality control purposes, but only in completely anonymous form.

## **11. Place of Jurisdiction and Applicable Law**

All disputes arising out of or in connection with any of the Terms and Conditions herein and/or the Contract shall be subject to Singapore Law and the Singapore courts shall have exclusive jurisdiction for all claims.

## BMW / BMWi ConnectedDrive Services.

The following services or service bundles are available in Singapore. The service bundles may include different services depending on the technical capabilities / equipment of your vehicle. Click on the services to display further details.

### Services

- BMW; BMWi; [Concierge Services](#)
- BMW; BMWi; [Customer Hotline](#)
- BMW; [Digital Key](#)
- BMW; BMWi; [eDrive Services](#)
- BMW; BMWi; [Future Mobility Solutions](#)
- BMW; [In-Car Experience](#)
- BMW; BMWi; [Intelligent Emergency Call](#)
- BMW; BMWi; [My Info](#)
- BMW; BMWi; [USB Navigation Map Update](#)
- BMW; BMWi; [Remote Services](#)
- BMW; [Remote 3D View](#)
- BMW; [Remote Software Upgrade](#)
- BMW; BMWi; [Real Time Traffic Information](#)
- BMW; [Intelligent Functions](#)
- BMW; [Smart Maintenance](#)
- BMW; BMWi; [Smartphone Integration](#)
- BMW; BMWi; [Teleservices](#)
- BMW; BMWi; [Vehicle Apps – BMW Online](#)
- BMW; [Extendable Car Communications](#)
- BMW; [Evaluation of diagnostic data to ensure the integrity and security of vehicle IT systems](#)
- BMW; BMWi; [Personalization](#)

### Runtime of Services

If you bought Services with the order of a new vehicle BMW / BMWi (ex-factory) the following terms will apply. Service can be extended via the BMW Shop, if available.

Details about individual services can be found within the ConnectedDrive section on our website.

[www.bmw-connecteddrive.sg](http://www.bmw-connecteddrive.sg)

### **Service Duration: Unlimited**

Service runs for the lifetime of the vehicle

### **Service Duration: 5 Years**

Service runs for a period of 5 years

### **Service Duration: 3 Years**

Service runs for a period of 3 years

### **Service Duration: 1 Year**

Service runs for a period of 1 year

### **Service Duration: 3 Months**

Service runs for 3 months and can be extended

### **Teleservices (6AE)**

- BMW; BMWi; Teleservices [Unlimited]
- BMW; Smart Maintenance [Unlimited]

### **Smartphone Integration (6CP)** BMW; BMWi; [Unlimited]

### **ConnectedDrive Services (6AK)**

- BMW; BMWi; Customer Hotline [Unlimited]
- BMW; BMWi; My Info [Unlimited]
- BMW; BMWi; Vehicle Apps – BMW Online [3 Years]

### **eDrive Services (6AG)** BMWi; [5 Years]

### **Intelligent Emergency Call (6AC)** BMW; BMWi; [Unlimited]

### **USB Navigation Map Update (606)** BMW; BMWi; [3 Years]

### **Real Time Traffic Information (6AM)**

- BMW; BMWi; Real Time Traffic Information [3 Years]

### **Concierge Services (6AN)** BMW; BMWi; [3 Years]

### **Remote Services (6AP)**

- BMW; BMWi; Remote Services [Unlimited]
- BMW; Remote 3D View [3 Years]

### **Digital Key (322)**

- BMW; Digital Key [Unlimited]

**Live Cockpit (6U1)**

- Intelligent Emergency Call [Unlimited]
- My Info [Unlimited]
- Remote Software Update [Unlimited]
- Smart Maintenance [Unlimited]
- Teleservices [Unlimited]
- Vehicle Apps – BMW Online [3 Years]

**Live Cockpit Plus (6U2)**

- Intelligent Emergency Call [Unlimited]
- My Info [Unlimited]
- USB Navigation Map Update [3 Years]
- Remote Software Update [Unlimited]
- Smart Maintenance [Unlimited]
- Teleservices [Unlimited]
- Vehicle Apps – BMW Online [3 Years]

**Live Cockpit Professional (6U3)**

- Intelligent Emergency Call [Unlimited]
- My Info [Unlimited]
- USB Navigation Map Update [3 Years]
- Remote Software Update [Unlimited]
- Smart Maintenance [Unlimited]
- Teleservices [Unlimited]
- Vehicle Apps – BMW Online [3 Years]

**Connected Package (6C1)**

- BMW; Concierge Services [3 Years]
- BMW; Remote Services [3 Years]

**Connected Package Professional (6C3)**

- BMW; Concierge Services [3 Years]
- BMW; Remote Services [3 Years]
- BMW; Real Time Traffic Information [3 Years]
- BMW; Intelligent Functions [3 Years]
- BMW; Smartphone Integration [Unlimited]

**Services and Packages Purchased from BMW Shop**

The service bundles or services can be bought with the initial vehicle order or can be bought / renewed at a charge separately via "My BMW ConnectedDrive" website. Unlimited of 12 months, 6 months and 1 month are available for renewal of the contract.

**Connected Booster S (1 Year)**

- Vehicle Apps – BMW Online
- Remote Services

**Connected Booster L (1 Year)**

- Vehicle Apps – BMW Online
- Remote Services
- Connected Charging
- Connected Navigation (Inclusive of Real Time Traffic Information and USB Map Update)
- Online Speech Processing

**Connected Booster XL (1 Year)**

- Vehicle Apps – BMW Online
- Remote Services
- Connected Charging
- Connected Navigation (Inclusive of Real Time Traffic Information and USB Map Update)
- Online Speech Processing
- Automate My Habits
- BMW Intelligent Personal Assistant
- In-Car Experiences

(Note: This package is only for vehicles with Operating System 7.0 & above)

**Availability of the service outside your home country**

BMW / MINI provides full service availability and quality in the country you have purchased your ConnectedDrive services. When you travel outside Singapore the functionality and availability of your ConnectedDrive services depends on legislative restrictions and regionally varying network qualities. In all other regions, your services may be impaired or not function at all.

**How-to deactivate**

You can have the BMW / MINI ConnectedDrive basic services deactivated through an authorised BMW / MINI dealer, a BMW / MINI subsidiary or a BMW / MINI authorised workshop at any time. Deactivation of these Services also deactivates the vehicle's built-in SIM card. This also has the consequence that the emergency call in the vehicle as well as all remaining Services will no longer function.

You can additionally arrange for the remaining Services to be deactivated via "My BMW ConnectedDrive".

## Legal Notices on Data Protection.

The high standard that you associate with the features of our products and services are the guideline we use in handling your data. In doing so, we seek to create and maintain an environment conducive to a trustworthy business relationship with our customers and interested parties. The confidentiality and integrity of your personally identifiable data is especially important to us.

### **Who is the authority responsible for data processing?**

Data processing takes place together with the national sales company (BMW Asia Pte Ltd) (hereinafter "NSC") and Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, headquarters and court of registration: Munich HRB 42243 (hereinafter "BMW"). The NSC provides to the customer certain vehicle-based information and assistance services (hereinafter "services") under the designation "BMW ConnectedDrive" (hereinafter "BMW ConnectedDrive Agreement") and is the contractual and operational point of contact for the customer.

BMW is responsible for technical provision of the services. Data is transmitted to BMW from the NSC to provide the services and support for the customer.

### **What data about you is processed and for what purpose?**

Data collected in the course of concluding an agreement or rendering services is processed for the purposes listed below:

#### **A. Conclusion of agreement**

As part of concluding the agreement, the categories of data listed below are processed:

- Contact data (last name, first name, address, e-mail address, etc.)
- Account data (BMW ConnectedDrive or My BMW Login account, bank account, etc.)

#### **BMW Group Login**

To use the Service, you must register in the App / portal. When you register, you will receive an online customer account that gives you access to other BMW Group portals and offers. In order to provide you the BMW Group Login service, your data is passed on to the BMW Group company that acts as a provider of the applications in use by you. Storage of the data from your customer account is handled by BMW AG and is separate from any other (even potentially identical) data about your person that may be available to BMW Group.

The agreement data is deleted automatically 1 year after the agreement expires; financial transactions are deleted after 10 years as stipulated by law.

#### **B. Fulfillment of the contractual obligation for performance of the BMW ConnectedDrive Agreement**

For the purposes of fulfilling the BMW ConnectedDrive Agreement concluded between you and the NSC, BMW renders a variety of services, such as BMW Intelligent Emergency Call, Concierge Service, Real Time Traffic Information, Teleservices, etc.

For performance of these services, the following—potentially personally identifiable—information from the vehicle is processed by BMW and commissioned service providers for such performance:

- Vehicle status information (mileage, battery voltage, door and hatch status, etc.)
- Position and movement data (time, position, speed, etc.)
- Vehicle service data (due date of next service visit, oil level, brake wear, etc.)
- Dynamic traffic information (traffic jams, obstacles, signs, parking spaces, etc.)
- Environmental information (temperature, rain, etc.)
- User profile (personal profile picture/ avatar, settings as navigation, media, communication, driver's position, climate/light, driver assistance, etc.)
- Sensor information (radar, ultrasonic devices, gestures, voice, etc.)

A complete list and detailed description of the services and the data used in each case can be found here: service description list.

The provision of this data is not actually necessary for concluding the BMW ConnectedDrive Agreement. Without your provision of such data and the processing of such data, BMW is, however, unable to provide the respective service for you.

The processed personal data is deleted automatically after 4 weeks if it is not needed longer for provision of the specific service.

The BMW ConnectedDrive Account is assigned personally to you. Therefore, your driver profile (if it's mapped with a BMW ConnectedDrive Account) can just be activated within one vehicle.

#### **C. Securing product quality and developing new products**

Beyond mere performance of service, the data collected under B. is also processed for quality assurance in products and services offered by BMW Group and for developing new products and services by BMW. This processing is used for the legitimate interests of BMW to meet the high customer standard placed on existing products and services and to allow the company to fulfill the future requests of its customers through new products and services that have not yet been developed. In order to protect the privacy of our customers, data is processed solely in a manner that cannot be traced back to the customer/vehicle directly.

#### **D. Fulfillment of the sales, service and administrative processes of BMW AG, the national sales company and authorized dealers**

In order to optimize the customer experience and collaboration with BMW distributors continuously, we create evaluations and reports based on information from agreements and we share these evaluations and reports with the applicable BMW distributors. These evaluations are predominantly used for introducing appropriate measures (e.g. training courses for sales personnel) to improve the request and sales process. We will create the aforementioned reports only in an aggregated and anonymized form; this means that the recipients of the reports will be unable to draw any conclusions about you personally.

Portions of the vehicle-specific data collected under B. are used for performance of the service processes (e.g. repair, warranty, goodwill) of BMW AG, the national sales companies and authorised dealers. This processing is within the legitimate interests of BMW to provide our customers with the best possible service process. Processing sometimes also takes place in connection with legal requirements (e.g. repair and maintenance information due to the provisions of anti-trust regulations). Technical data is always processed in relation to the vehicle and without direct connection to the customer in order to protect the privacy of our customers.

The following data categories are used for this:

- Vehicle master data (vehicle type, color, equipment, etc.)
- Vehicle service data (due date of next service visit, oil level, brake wear, etc.)
- Vehicle status information (mileage, battery voltage, door and hatch status, etc.)

The technical vehicle data is deleted at the end of the vehicle life cycle.

The NSC is a company within BMW Group. In part, we process your data in order to make the administration of the various companies within BMW Group as efficient and successful as possible. One of the areas this affects is common group accounting in accordance with international accounting regulations for companies (such as the International Financial Reporting Standards (IFRS)).

#### **E. Customer support**

The NSCs and BMW partners use your personal data for communication as part of concluding contracts, see above (e.g. booking BMW ConnectedDrive services) or for the transaction of a request formulated by you (e.g. inquiries and complaints to BMW Customer Support). We contact you regarding all aspects of concluding a contract or processing a request without special permission e.g. in writing, by phone, by messenger services, by e-mail, depending on which contact data you have specified.

#### **F. Marketing communications and market research due to consent**

If you have given your consent to any further use of your personal data, your personal data may be used and, if necessary, passed on to third parties in accordance with the scope outlined in the consent form, such as for promotional purposes and/or market research. The details in this regard can be found on the respective consent form, which may be withdrawn at any time.

#### **G. Fulfillment of legal obligations of the NSC or BMW**

The NSC will also process personal data if there is a legal obligation to do so. This could be the case if we needed to contact you because your vehicle is subject to a recall or repair request.

Collected data is also processed as part of safeguarding the operation of IT systems. Safeguarding in this context includes, but is not limited to, the following actions:

- Backup and restoration of data processed in IT systems
- Logging and monitoring transactions to check the specific functionality of IT systems
- Detecting and defending against unauthorised access to personal data
- Incident and problem management for resolving problems in IT systems.

Collected data is also processed as part of internal compliance management, wherein we review aspects such as whether you have received sufficient advising as part of concluding an agreement and whether dealers have complied with all legal requirements.

BMW is subject to a number of additional legal obligations. In order to comply with these obligations, we process your data to the extent needed and pass on this data to the responsible authorities if necessary as part of legal reporting requirements.

BMW provides the data collected under B. to third parties in anonymized form for the purposes of using resources such as mobility services, maps and tools, especially in combination with highly automated, fully automated and autonomous driving.

#### **How long do we store your data?**

We save your personal data only for as long as the specific purpose requires. If the data is processed for several purposes, the data is deleted automatically or saved in a form that cannot be traced directly back to you once the last specified purpose has been met.

#### **How is your data stored?**

We store your data in accordance with the state of the art of technology. The following security measures serve as an example of the measures applied to protect your personal data from misuse or other unjustified processing:

- The availability of access to personal data is restricted to just a limited number of authorised persons for the specified purposes.
- Collected data is transferred only in encrypted form.
- Sensitive data is also saved only in encrypted form.
- The IT systems for processing the data are compartmentalized from other systems, e.g. to prevent hacking.
- In addition, access to these IT systems is monitored continuously in order to ward off and detect misuse early.

#### **To whom is the data passed and how do we protect it along the way?**

BMW is a global company. Personal data is processed by BMW employees, national sales companies, authorised dealers and by service providers we have commissioned, with preference given to those within the EU.

If data is processed in countries outside the EU, BMW uses EU standard agreements, including suitable technical and organizational measures, to ensure that your personal data is processed in accordance with the European level of data privacy. If you want to access the actual protections for data transfer to other countries, please contact us using the communications channels specified below.

The EU has already established a comparable data privacy level for some countries outside the EU, e.g. Canada and Switzerland. Due to the comparable data privacy level, data transfer to these countries does not require any special approval or agreement.

### **How can you view and modify your data privacy settings?**

You can view and modify information related to data privacy at any time on the My BMW Portal. These changes are synchronized automatically in your vehicle. Depending on your vehicle model, you may also have a corresponding data privacy menu in your vehicle where you can make changes to the settings as well.

### **Contact details, your rights as a data subject and your right to lodge complaints with a supervisory authority.**

In the event of questions regarding our use of your personal data, please start by contacting BMW customer support, either by e-mail at [info@bmw-connecteddrive.sg](mailto:info@bmw-connecteddrive.sg) or by phone at 1800 269 6464 (Mon – Fri 8:00 AM – 7:00 PM).

In addition, you can contact the responsible data protection officer:

BMW Asia Pte Ltd  
1 HarbourFront Avenue  
#15-02/07 Keppel Bay Tower  
Singapore 098632  
Email: [dataprotectionofficer@bmwasia.com](mailto:dataprotectionofficer@bmwasia.com)

### **Rights as a data subject**

In accordance with the GDPR, you specifically have the following rights as a data subject in relation to BMW:

**Right of access by the data subject (GDPR Article 15):** At any time, you can request information about the data that we have about you. This information includes the data categories processed by us, the purposes for which we process it, the source of the data if we did not collect it from you directly and, where applicable, the recipients to which we have transferred your data. You can obtain from us one free copy of your data that is part of the agreement. If you are interested in additional copies, we reserve the right to charge you for any additional copies.

**Right to rectification (GDPR Article 16):** You can request that we rectify your data. We will take appropriate measures to maintain, based on the latest information available to us, the correctness, completeness, timeliness and relevance of the data we have and continue to process regarding you.

**Right to erasure (GDPR Article 17):** You can request that we erase your data if the legal requirements exist for doing so. In accordance with GDPR Article 17, this could be the case if

- the personal data is no longer necessary in relation to the purposes for which it was collected or otherwise processed;
- you withdraw your consent on which the processing is based and where there is no other legal ground for the processing;
- you object to the processing of your data and there are no overriding legitimate grounds for the processing, or you object to data processing for direct marketing purposes;
- the personal data has been unlawfully processed

if such processing is not necessary

- for compliance with a legal obligation that requires that we process your data;
- especially with respect to retention periods required by law;
- for the establishment, exercise or defense of legal claims.

**Right to restriction of processing (GDPR Article 18):** You can request the restriction of processing of your data by us if

- you contest the accuracy of the personal data for a period enabling us to verify the accuracy of the personal data;
- the processing is unlawful and you oppose the erasure of the personal data and request the restriction of its use instead;
- we no longer need your data but you require it for the establishment, exercise or defense of legal claims;
- you have objected to processing pending the verification whether our legitimate grounds override yours.

**Right to data portability (GDPR Article 20):** Your data shall, where technically feasible, be transmitted to another responsible party at your request. This right shall be available to you only insofar as data processing is based on your consent or is necessary in performance of an agreement. Instead of receiving a copy of your data, you can also request that we transfer the data directly to another controller that you specify.

**Right to object (GDPR Article 21):** You can object, on grounds relating to your particular situation, at any time to processing of your personal data if data processing relates to your consent or to our legitimate interests or to those of a third party. We will cease processing of your data in such a case. The latter shall not apply if we can demonstrate compelling legitimate grounds for the processing which override your interests or we require your data for the establishment, exercise or defense of legal claims.

### **Periods for fulfillment of rights as a data subject**

We always make an effort to comply with all requests within 30 days. This period, however, may be prolonged for any reason relating to the specific right of a data subject or the complexity of your request.

### **Information restriction for fulfillment of rights as a data subject**

In certain situations, we may be unable to provide you with any information about any of your data due to legal requirements. If we are required to decline a request for information in such a case, we will promptly notify you of the reasons for the refusal.

### **Complaints to supervisory authorities**

BMW AG takes your rights and concerns very seriously. If you feel that we have not duly addressed your complaint or concern, you have the right to lodge a complaint with a responsible data protection authority.