BMW

Terms & Conditions
BMW ConnectedDrive

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1. BMW Digital Services and BMW ConnectedDrive Contract

1.1 Muscats Motors Ltd. Rue D'Argens Gzira GZR 1368, Malta (hereinafter "BMW") provides the customer with vehicle related information, auxiliary services, and the temporary or permanent activation of additional functions (hereinafter altogether "Services") under the name "BMW ConnectedDrive" in accordance with these General Terms and Conditions of Business and Use (hereinafter "Terms and Conditions").

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

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

1.3 In addition to the BMW store, customers have access to a third-party app store (hereinafter "3rd Party Store") featuring content provided not by BMW, but by third party developers or licensors (hereinafter "Content Providers"). Access to the 3rd Party Store requires either a Vehicle with BMW Operating System 9 and an active BMW Digital Premium service, or a Vehicle with at least BMW Operating System X and an active data connection, either through an active BMW Digital Premium service or a personal Wi-Fi hotspot on the customer's mobile device, using the customer's own mobile phone plan. The 3rd Party Store is featured in the same user interface as the in-vehicle store (see section 1.2), the 3rd Party Store content being available in the tab "All Categories" and the BMW Store content in the tab "ConnectedDrive Upgrades". In addition, the customer may access the 3rd Party Store via the My BMW App. The customer's rights and obligations with regards to the 3rd Party Store are further set out under section "3rd Party Store".

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

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

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

1.5 The customer receives a declaration of acceptance for the Services booked with the Vehicle purchase in addition to the order confirmation. The customer receives a separate declaration of acceptance for the Services booked in the BMW Store. If the customer does not receive an express declaration of acceptance, acceptance is granted by activation of the respective Service.

1.6 The customer may have the SIM card installed in the Vehicle deactivated at any time by an authorized BMW dealer, a BMW subsidiary or an authorized BMW workshop. The deactivation of the SIM card disables all Services, except legally required functions and transmission of data only (as specified below).

a) If the customer requests such deactivation of the SIM card before the new Vehicle is handed over, this is recognized as withdrawal from the commenced BMW ConnectedDrive contract.

b) In Vehicles equipped with functions that are part of the Vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of relevant electronic map data, the SIM card cannot be deactivated completely. This does not affect an effected withdrawal from the BMW ConnectedDrive contract. If the customer requests the deactivation of the SIM card after the new Vehicle is handed over, the termination of the BMW ConnectedDrive contract and its Services is determined by the section "Duration and Termination of the BMW ConnectedDrive contract and its Services".

c) The deactivation of the SIM card does not automatically disable the functionality of already activated functions as described in the second subsection of the section "Description and availability of the services". If a part of such function requires an online data connection, this part will no longer be available after deactivation of the SIM card.

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

2. My BMW Portal and BMW Store

2.1 BMW provides the customer with the My BMW Portal and the BMW Store in accordance with these Terms and Conditions.

2.2 The use of the My BMW Portal and the BMW Store requires the creation of a BMW ID by the customer.

2.3 Via the My BMW Portal, the customer can view the status of the Services activated for its Vehicle and manage them. For this purpose, it is necessary to link the customer's BMW ID to the respective Vehicle by transmitting the vehicle identification number and individually selectable identification features to BMW via the My BMW Portal.

2.4 The purchase or the extension of Services in the BMW Store requires the existence of a BMW ConnectedDrive contract, the registration of the customer in the My BMW Portal, a link between its respective Vehicle and its BMW ID, and the provision of address and payment data.

3. 3rd Party Store

3.1 The 3rd Party Store is provided to the customer by BMW and allows the customer to browse, search, purchase, install, update and uninstall apps not developed by BMW but by third parties (hereinafter

"Content").

3.2 In order to access the 3rd Party Store, the customer requires:
a) an active BMW Digital Premium service for a Vehicle with BMW Operating System 9, otherwise a Vehicle with at least BMW Operating System X and an active data connection (as described in section 1.3);
b) a BMW ID user account (hereinafter "Account");
c) all mandatory updates to have been installed;
d) in some instances, a live internet connection using the on-board vehicle SIM card, and
e) systems and hardware that meet the minimum system requirements needed to run the 3rd Party Store effectively and securely from time to time and referred to as the "Minimum System Requirements"; the Minimum System Requirements are currently: BMW Operating System 9.

3.3 Offer and commencement of contract when booking Content via the 3rd Party Store
a) Content Providers bindingly offer to the customer a variety of different Content via the 3rd Party Store.
b) Details of the Content in question and its terms and conditions are specified in the respective Content offering. Stated prices are EURO prices including value added tax.
c) The binding booking of Content comes into effect as soon as the customer clicks on the final checkout button (at the price indicated, if applicable).

3.4 In the event that:
a) the customer no longer has an active BMW Digital Premium service for their Vehicle with BMW Operating System 9, access to the 3rd Party Store as well as to any installed Content and related data will be revoked;
b) the customer's vehicle no longer meets the Minimum System Requirements, BMW reserves the right to revoke access to the 3rd Party Store;
c) a mandatory update has not been installed, BMW reserves the right to suspend access to the 3rd Party Store until the update has been installed.

3.5 In each case contemplated by 3.3, data relating to Content may still be available from the relevant Content Provider (whether directly or via a different device) and the customers shall make use of available back up functions in the Content regarding any data used in connection with the Content, to protect themselves in case of problems with the 3rd Party Store or Content.

3.6 The Content made available in the 3rd Party Store is developed and provided by Content Providers. The 3rd Party Store and Content are provided for information and entertainment purposes.

3.7 The customers' use of the Content will be subject to separate terms between the customers and the Content Providers to which BMW is not party. Content Providers are solely responsible for the content of, terms and conditions for, and warranties given in respect of, any Content and BMW is not responsible for, has not checked or approved and does not endorse any Content made available through the 3rd Party Store.

3.8 The 3rd Party Store which BMW provides may change from time to time without prior notice to the customer. The 3rd Party Store or Content may need to be updated, for example, for security updates, bug fixes, enhanced functions, missing plug-ins, and new versions (hereinafter collectively "Updates"). Such Updates may be necessary to use the 3rd Party Store or to access, download, or use Content. In principle, the customer will generally be able to install such Updates at the customer's convenience unless the

customer's Update Settings in the 3rd Party Store permit automatic Updates. However, if it is determined that a certain Update is necessary to fix a critical security vulnerability related to the 3rd Party Store or Content, the Update may be completed irrespective of the customer's Update settings in the 3rd Party Store or in-vehicle infotainment settings. In addition, BMW may, at its sole discretion and without prior notice, make changes to the available Content offering as well as remotely deactivate or update installed Content for security or legal reasons.

3.9   Property and title for all the rights of intellectual property, including the rights for the software, codes, copyrights, trademarks, and commercial secrets in and to the 3rd Party Store and/or Content, are and shall remain the property of BMW and/or the Content Providers. The customer shall be granted a non-exclusive right, solely (as expressly permitted in these Terms and Conditions to store, access, view, use, and display copies of the applicable Content for the customer's personal, non-commercial use only). All rights, title and interest in the 3rd Party Store and Content not expressly granted to the customer in these Terms are reserved.

3.10   The customer must not
   a)   access (or attempt to access) the 3rd Party Store by any means other than through the interface that is provided by BMW, in particular not through any automated means;
   b)   use the 3rd Party Store or Content in any unlawful manner, for any unlawful purpose, to attempt to access Content or software that is not available in the customer's jurisdiction, to transmit any material that is defamatory, offensive or otherwise objectionable, or in any manner inconsistent with these Terms and Conditions;
   c)   act fraudulently or maliciously in connection with the 3rd Party Store or Content, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the 3rd Party Store or any operating system;
   d)   engage in any activity that interferes with or disrupts, or may interfere with or disrupt, the 3rd Party Store, or the servers and networks which are connected to the 3rd Party Store;
   e)   copy, translate, disassemble, decompile, attempt to reverse-engineer or otherwise create the source code and/or objects or tools included in the 3rd Party Store and/or Content or the 3rd Party Store or the Content itself;
   f)   remove any kind of confidentiality or property warning.
   g)   sell, resell, lease, redistribute, sublicense, transfer, assign or rent the 3rd Party Store and/or Content; and/or
   h)   interfere with or disrupt the integrity or performance of the 3rd Party Store.

3.11   If the customer is in breach of the obligations under 3.10, BMW may, at its sole discretion and notwithstanding any statutory rights, terminate and/or disable the customer's access to the 3rd Party Store, BMW ID or any data or other Content that is stored with the customer's Account without any prior notice. BMW is not liable to the customer or any third party if it exercises such rights.

3.12   Points of Contact
       Pursuant to Articles 11 and 12 of the Regulation (EU) 2022/2065 (hereinafter "DSA"), the mailing list appstore-dsa@list.bmw.com has been designated as BMW's point of contact for communications with Member State authorities, the European Commission, the European Board for Digital Services, as well as the users of the 3rd Party Store for complaint lodging and complaint handling. Such communication from Member State authorities, the European Commission and the European Board for Digital Services should always be in English.

3.13 Out-of-court Dispute Settlement
Users of the 3rd Party Store (including individuals or entities which have submitted notices) addressed by the following decisions can select any out-of-court dispute settlement body that has been certified in accordance with Article 21 of the DSA in order to resolve disputes relating to those decisions, including complaints that have not been resolved by means of the BMW internal complaint-handling system:
- decisions whether or not to remove or disable access to or restrict visibility of information;
- decisions whether or not to suspend or terminate the provision of the service, in whole or in part, to the recipients;
- decisions whether or not to suspend or terminate the recipients' Account;
- decisions whether or not to suspend, terminate or otherwise restrict the ability to monetize information provided by the recipients.

3.14 Content Moderation
The Content is subject to prior, as well as continuous, procedures and measures of validation in order to ensure that it's up to BMW's standards in terms of customer experience, safety, performance, and design. These procedures are conducted jointly with BMW's partners, utilizing a mix of automated tools and human review, resulting in a consolidated report attesting to Content quality standards. The report combined with additional data available within BMW such as central strategy and market directives, customer studies, and industry benchmarks, will ultimately form the decision by human review whether or not to include and keep certain Content in the 3rd Party Store.

3.15 Measures and Protection Against Misuse
Following reports or otherwise identified cases of Content misuse, BMW will determine whether the provision of certain Content should be suspended. Misuse will be assessed jointly with BMW's Content partners and will be primarily based on criteria such as whether the Content provided was illegal. Any suspension decision will be registered in an internal list to monitor serial offenders and published in the next Transparency Report. Content partners will be informed of the outcome, as well as of the duration and other applicable terms (e. g. specific regions), prior to a suspension. The duration will be determined according to the number of repeated offenses:
- 1 offense: 1 month;
- 2 offenses: 6 months;
- 3 offenses: permanent suspension.

3.16 Recommender system transparency
In accordance with Article 27 of the DSA regarding transparency over recommender systems and relative ordering of displayed Content, the following applies to the 3rd Party Store:
a) The Highlights section may display some Content as "Featured Apps". These are an editors' choice subset of the Content, selected independently by BMW following an assessment for a superior customer experience and without any kind of commercial remuneration. From this subset, a random selection will be made available each time the 3rd Party Store is launched on each lifecycle.
b) In every section where Content is displayed, including the above item, the default and only sorting algorithm is alphabetical (A-Z). The only exception may be in the search results section, where the relative order is based only on the proximity to the search query.

3.17 The provisions of 4.4 through 4.7 and 6.5 shall apply analogously to Content.

4. Description and availability of the Services

4.1   The scope of the individual Services, their terms and availability are described in detail during the booking process and as an appendix to these Terms and Conditions (hereinafter "Service Descriptions"). BMW also offers some Services bundled in form of subscriptions. The costs of the Services are shown by BMW during the booking process either for an individual Service or for several Services bundled together.

4.2   As far as a Service needs a temporary or permanent activation of an additional function, the customer will be provided with a code to activate the respective functionality only. The operation of such functionality requires the correct operation of certain hardware and software in the Vehicle, which is not subject of such a Service.

4.3   Depending on the Vehicle generation, it may be necessary to log in to the Vehicle with the BMW ID for the full range of functions of certain Services; details on this are specified in the respective Service Descriptions as current at the time of purchase of such Service.

4.4   The Services are provided via an online data connection enabled by a SIM card installed in the Vehicle and are dependent on the functionality and operation of the mobile network for the installed SIM card. Some Services require an online data connection permanently, other Services only temporarily (e.g. for transmission of an activation code). The Services are therefore in some cases spatially limited to the reception and transmission of the radio stations for the respective network. The Services can therefore also be affected by physical hindrances, in particular by atmospheric conditions, topographical features, the position of the Vehicle and obstacles such as bridges and buildings. BMW may, at its reasonable discretion, change the mobile network operator for the installed SIM card via online provisioning of the necessary configurations.

4.5   Disruptions to the Services may result from force majeure including strikes, lockouts, and official orders, as well as from technical and other measures that are necessary, including but not limited to, at the facilities of BMW, the suppliers of traffic data or the network operators for proper operation or improvement of the Services (e.g., maintenance, repair, system-related software updates, or 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, as well as permanent changes in the telecommunication networks and systems (including network sunsets). To the extent the relevant fault is within BMW's control, BMW shall make all reasonable efforts to remedy such faults and any faults caused by malfunctions of the software relevant for the Service stored in the customer's Vehicle (so-called bugs) or to work towards their elimination without undue delay. In the event of a service suspension or deterioration that's attributable to BMW, the customer may request from BMW a refund for the specific service on a pro rata temporis basis. In the event of a service suspension or deterioration that's not attributable to BMW, BMW shall not be liable. In order to rectify faults in a Service, BMW is entitled to make adjustments (e.g. configuration adjustments to the software) by remote access to the Vehicle software (hereinafter "Remote Action"), provided that all of the following conditions are met:

a)   The rectification of the fault has no negative effect on the operational safety of the customer's Vehicle;

b)   It is to be expected that the Remote Action will permanently remedy the malfunction for the customer's Vehicle;

c)   The changes made by the Remote Action are limited to the correction of the fault (although after the correction of faults there may be automatic updates as to be carried out previously in a fault-free state); and

d)   It is expected that the Remote Action will not cause undue impairments to the customer (e.g. longer-term failures of more than 10 (ten) minutes per attempt of a Remote Action, disruptions of other Services, even short-term failures of other vehicle functions, or to loss of personal settings or data of the customer).

4.6 Subject to the conditions set out in the previous subsection, BMW is also entitled to carry out Remote Actions to comply with statutory provisions, to eliminate malfunctions of software stored in the Vehicle and to remedy security loopholes.

4.7 If a Remote Action is not feasible for technical reasons, in particular due to insufficient mobile data connection or due to temporary vehicle conditions (e.g. vehicle conditions that are not suitable for the respective Remote Action, such as parking/living/driving; locking/unlocking the Vehicle during the Remote Action; starting an EU eCall), BMW is entitled to repeat the Remote Action.

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

4.9 Some Services require the My BMW App (as described in the relevant service description). To run the My BMW App, the customer must use a compatible mobile device in a secure, untampered state. This means the device must not have configurations, apps, or modifications that bypass the device manufacturer's security mechanisms or otherwise compromise its integrity. Prohibited states include, but are not limited to, root access, jailbreaking, or the use of modification frameworks or tools (e.g., Magisk, Frida, or equivalent software).

5. Use of the Services and information protection

5.1 The customer may not
   a) pass on its login information (including its BMW ID) to third parties;
   b) use the Services for illegal purposes and will ensure that third parties do not do so either.

5.2 The customer is only entitled to pass on the data and information (including but not limited to trade secrets of BMW, any person that is directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, BMW (hereinafter "BMW Affiliates"), suppliers and development partners) received within the use of the Services to third parties for commercial purposes or to process them further to the extent permitted by the Regulation (EU) 2023/2854 (hereinafter "Data Act") and subject to further conditions agreed between the customer and BMW, or if such use is explicitly permitted by other laws.

5.3 The customer bears the costs of misuse of Services (e.g. the emergency call).

5.4 The BMW ConnectedDrive contract between BMW and the customer as well as the Services booked by the customer are vehicle-bound and cannot be transferred to or used in another vehicle.

6. Booking additional Services via the BMW Store

6.1 The customer can order further BMW ConnectedDrive Services in addition to the Base Services either directly with the purchase of the new Vehicle or subsequently via the BMW Store. The offer of the BMW Store is aimed at customers in Malta.

6.2 Offer and commencement of contract when booking Services via the BMW Store
   a) The customer must be registered with the My BMW Portal.

b) BMW bindingly offers the customer various Services via the BMW Store.

c) Details of the Service in question are specified in the respective Service Description, details concerning its price and duration are shown in the BMW Store.

d) The binding booking of a Service comes into effect as soon as the customer clicks on the final checkout button (at the price indicated, if applicable).

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

6.3 Compliance and sanction lists

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

6.4 Provision and activation of Services

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

6.5 Payment

a) The stated prices are EURO prices including value added tax.

b) The customer is in default of payment if it has not paid within 30 (thirty) days of the invoice date.

c) In the event of late payment by the customer, BMW shall be entitled to suspend or discontinue the provision of the affected Services and to deactivate the customer's access authorization to the affected Services until the customer has fulfilled its payment obligation.

d) The customer may only offset against claims by BMW if the customer's counterclaim is undisputed or has been legally established. This is does not apply to a counterclaim based on intent. The customer may only assert a right of retention if this is based on claims arising from the contractual relationship with BMW.

7. Transfer of ownership or right to use; further users

7.1 The customer may not transfer its existing BMW ConnectedDrive contract to a third party without the consent of BMW, even if the customer sells or permanently transfers its Vehicle to a third party.

7.2 If the customer contractually transfers (i) ownership of the Vehicle or (ii) its temporary right to use the Vehicle to a third party, the customer must end the link between the Vehicle and its Account via the My BMW Portal, delete all personal data stored and notify BMW of the transfer.

7.3 The customer is obliged to inform the third party to whom it transfers ownership or its temporary right of all active and deactivated Services. If the customer grants a right to use the Vehicle to a third party while retaining their quality as a user according to the Data Act, the customer must ensure that the third party cannot use the customer's Account. If such third party uses the Vehicle without creating and using its own Account, the customer must notify BMW of such use.

8. Duration and Termination of the BMW ConnectedDrive contract and Services

8.1 The BMW ConnectedDrive contract shall be commenced for an indefinite duration.

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

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

8.2 Base Services are commenced with an indefinite duration. The duration of any additional Service is determined by the individual contract for the respective Service, either with limited duration with a maximum of 2 (two) years or with indefinite duration with a one-off payment or a monthly payment.

8.3 A Service with limited duration ends with the expiry of its term. If offered by BMW, the customer can book such Service for a new term. If the individual contract specifies that a Service with a limited duration is automatically renewed upon the expiry of its term, both the customer and BMW can prevent the renewal by giving notice at least of 1 (one) month before the end of the respective term.

8.4 Except with respect to Services set out in the subsequent subsection, a Service with an indefinite duration can be ordinarily terminated with a one-month notice period by the customer at any time and by BMW at the earliest 5 (five) years after its commencement, in each case without any reimbursement.

8.5 A Service with an indefinite duration and recurring payments by the customer can be terminated:
a)   at any time by either party with effect from the date of the next due payment;
b)   immediately by BMW if the customer has not fulfilled a due payment obligation after being given a 7 days' written notice; the sixth subsection of the section "Booking additional Services via the BMW Store" shall remain unaffected.
c)   Termination rights under applicable law shall remain unaffected.

8.6 If the Vehicle is sold or passed on to a third party, the customer can terminate a Service with limited duration with a six-week notice period without any reimbursement by BMW.

8.7 Services can be deactivated by the customer at any time by having the SIM card deactivated, thereby suspending the obligation of BMW to provide affected Services without any reimbursement for the time of such deactivation. This does not apply to legally required functions or provisioning of data.

8.8 BMW may suspend, cancel or terminate Services or the BMW ConnectedDrive contract as a whole in the event of the customer being or becoming subject to sanctions (any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union, Her Majesty's Treasury)). Such right can only be exercised, if BMW is no longer permitted to provide the respective Services to or to continue the BMW ConnectedDrive contract with the customer. To the extent the respective Services have already been paid for 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).

8.9 BMW may suspend, restrict or cancel Services in full or in part, temporarily or permanently, if and as long as the customer violates these Terms and Conditions.

8.10 The right of extraordinary termination of the BMW ConnectedDrive contract and any individual Service remains unaffected. For BMW, it shall, in particular, constitute good cause for extraordinary termination if the customer repeatedly or continuously violates these Terms and Conditions.

9. Data Act – Grant of Data License

9.1 The customer declares that it is either the owner of the Vehicle or contractually entitled to use the Vehicle under a rent, lease or similar contract.

9.2 The customer hereby grants BMW an irrevocable, non-exclusive and worldwide license, free of charge and without time limitation, to use the non-personal readily available data as defined in the Data Act relating to the Vehicle and the Services, whether generated in the past or future (hereinafter "Licensed Data") for the following purposes:

a) performing any agreement with the customer or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analyses, financial projections, impact assessments, calculating staff benefit);

b) providing support, warranty, guarantee or similar services or to assess the customer's, BMW's or third parties' claims (e.g. regarding malfunctions of the Vehicle) related to the Vehicle or Services;

c) monitoring and maintaining the functioning, safety and security of the Vehicle or Services and ensuring quality control;

d) fulfilling sales, service and administrative processes;

e) conducting marketing communications and market research;

f) improving the functioning of any product or service offered by BMW;

g) developing new products or services, including artificial intelligence (AI) solutions, by BMW, by third parties acting on behalf of BMW (i.e. where BMW decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);

h) aggregating these Licensed Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to BMW from the Vehicle to be identified or allow a third party to derive those data from the dataset; and

i) fulfilling legal obligations.

9.3 BMW shall not use Licensed Data to derive insights about the economic situation, assets and production methods of the customer or about the use of the Vehicle or Services by the customer in any manner that could undermine the commercial position of the customer on the markets in which the customer is active. 9.2BMW undertakes to ensure, by appropriate organizational and technical means, that no third party, within or outside BMW's organization, engages in such Licensed Data use.

9.4 BMW may share the Licensed Data with third parties, if

a) the Licensed Data is used by the third party exclusively for purposes listed in section 9.29.2, either for assisting BMW, collaborating with BMW or for their own needs, and

b) BMW contractually binds the third party (i) not to use the Licensed Data for any purposes or in any way going beyond the use that is permissible in accordance with section 9.4 a)9.4a), (ii) not to use the Licensed Data for any purpose prohibited by section 9.39.3, and (iii) to apply the protective measures required under section 9.69.6. The customer hereby grants general agreement to further transfer the Licensed Data.

BMW may also share the Licensed Data with BMW Affiliates for purposes listed in section 9.29.2.

9.5 BMW may always use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the agreed purposes under section 9.29.2. The third parties may also use such services to achieve the agreed purposes under section 9.49.4.

9.6 BMW undertakes to apply the protective measures for the Licensed Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the customer as a result of Licensed Data loss or disclosure of Licensed Data to unauthorized third parties and the costs associated with the protective measures. BMW may also apply other appropriate technical protection measures to prevent unauthorized access to Licensed Data and to ensure compliance with these Terms and Conditions. The customer agrees not to alter or remove such technical protection measures unless agreed by BMW in advance and in writing or via an electronic communication channel.

9.7 If the customer's failure to comply with its obligations under section Fehler! Verweisquelle konnte nicht gefunden werden.7 leads to the use and sharing of Licensed Data by BMW in the absence of a contract with the third party, the customer will indemnify BMW and its Affiliates and hold them harmless in respect of any claims by the third party towards BMW for the use of the License Data.

10. Contact

10.1 The BMW customer service can be reached at info@mml.mizzi.com.mt. The BMW ConnectedDrive hotline is available from Monday to Friday from 08:00 to 18:00 hours under 23264000.

10.2 BMW is unable to provide support for 3rd Party Store Content. Please refer to the respective contact information provided within the 3rd party application.

11. Liability

11.1 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.

11.2 BMW accepts no liability for the accuracy and topicality of the data and information transmitted via the Services and/or the nature, content or availability of Content transmitted via the 3rd Party Store.

11.3 BMW shall not be liable for the consequences of malfunctions, interruptions, and functional impairments of the Services, in particular in the cases of physical hindrances and disruptions of services.

11.4 In the event of slight negligence, BMW shall only be liable in the event of a breach of material contractual obligations (cardinal obligations), such as those which the contract is intended to impose on BMW in accordance with its content and purpose or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer regularly relies on and may rely. This liability is limited to the typical damage foreseeable at the time of commencement of the contract.

11.5 The personal liability of BMW's legal representatives, vicarious agents and employees for damage caused by them through slight negligence is also limited to the extent described in the preceding section.

11.6 BMW's liability in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and under the Product Liability Act remains unaffected by any provisions of the Terms and Conditions. Limitations of liability under the Terms and Conditions do not apply in the event of intent,

gross negligence or injury to life, body or health.

12. Data processing and security

12.1 BMW collects, stores and uses personal data of its customers to the extent necessary to provide the respective Service or based on other adequate legal bases (e.g. consent). An overview of each Service including the processed data categories can be found in the respective Service Description (annexed to these Terms and Conditions). Details on the processing of personal data can be viewed in the separate Legal Notices on Data Protection.

12.2 The customer must inform BMW immediately of any changes to personal data relating to the contractual relationship and the invoicing of Services.

12.3 For some functions, only the customer can decide and control whether and to what extent these are activated and can be used in connection with the Vehicle. Some of these functions may also affect other vehicle users and their data. In this case, the customer must inform the other vehicle users about the processing of their data, e.g. by referring to the Legal Notices on Data Protection.

13. Right to modify

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

13.2 A corresponding right to modify applies to non-essential amendments to the Terms and Conditions. BMW will notify the customer of such amendments via email at least six (6) weeks prior to their intended date of entry into force. They become part of the Terms and Conditions if the customer does not expressly object to BMW before the intended date of entry into force of the amendments. BMW will expressly inform the customer of the consequences of not objecting to the amendments in its offer to modify the Terms and Conditions.

13.3 BMW may also reasonably modify the scope of a Service, provided that such modification is reasonable for the customer with regard to the overall scope of the agreed Service and such modification is made for a valid reason (e.g. necessary for the elimination of subsequently arising equivalence disturbances, to adapt changes to the legal situation, to adapt the digital content or digital services to a new technical environment or for other important operational reasons or technical requirements for BMW). The customer will be notified in writing or via an electronic communication channel about the modification. The customer may terminate an affected Service extraordinarily within 30 days of receipt of the notification of the modification, if such modification impairs the use of the Service except if the impairment is insignificant.

14. Place of jurisdiction, applicable law and dispute resolution

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

14.2 The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Malta, moves its place of residence or usual place of abode out of Malta after commencement of the contract or if its place of residence or usual place of abode is not known at the time the action is brought.

14.3 Maltese law applies to all disputes arising from or based on this contractual relationship, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer is a consumer within the meaning of article 72(1) of the Consumers Affairs Act,(Chapter 378 of the Laws of Malta), 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 its habitual residence at the time of its order.

14.4 Out-of-court settlement of disputes

BMW will not participate in any dispute settlement proceedings before a consumer arbitration board and is not obliged to do so.

15. Right of revocation for consumers

If the customer is a consumer within the meaning of article 2 of the Consumer Affairs Act (Chapter 378 of the Laws of Malta) it has a 14-day right of revocation in the event of the commencement of the BMW ConnectedDrive contract and/or the booking of individual Services (within this section "Contract"). According to article 2 of Chapter 378, a consumer isany individual who in transactions and other matters covered by this Act, is acting for purposes which are not related to its trade, business, craft or profession. In the following the customer is informed about its right of revocation:

Cancellation policy

Right of revocation:

You have the right, within fourteen days to revoke this Contract without giving reasons.
The revocation period is fourteen days from the day of the commencement of the Contract.

In order to exercise your right of revocation, you must inform us (Muscats Motors Ltd. Rue D'Argens Gzira GZR 1368, E-Mail: info@mml.mizzi.com.mt) by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this Contract. You can use the attached model revocation form for this purpose, but this is not mandatory. In order to comply with the revocation period, it is sufficient to send the notification that you are exercising the right of revocation before the end of the revocation period.

Consequences of revocation:

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

If you have requested that the Services should commence during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the Services already provided by the time you

inform us of the exercise of the right of cancellation in respect of this Contract compared to the total amount of Services provided for in the Contract.

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

To

Muscats Motors Ltd.
Rue D'Argens
Gzira GZR 1368,
E-Mail: info@mml.mizzi.com.mt

- I/we (*) hereby revoke the Contract commenced by me/us (*) for the purchase of the following goods (*)/the provision of the following Services (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of communication on paper)
- Date

(*) Delete as applicable

BMW Digital Services / MINI Digital Services

Date Revised: 20-June-2025; Version: Release 09/25

> 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. Depending on our service structure, some available Services cannot be booked individually.

BRAND	SERVICE
- BMW; MINI	AirConsole Games
- BMW; MINI	BMW Digital Premium / MINI Connected Package
- BMW; MINI	Call Services
BMW; MINI	Customer Hotline
BMW; MINI	High Voltage Warn Call
- BMW; MINI	Connected E-Mobility
BMW	eDrive Zone
BMW; MINI	Charge Management
BMW	Public Charging
BMW	Plug & Charge
BMW; MINI	eDrive Services
- BMW	Connected Music
- BMW; MINI	Connected Parking
BMW; MINI	On-Street Parking Information (OSPI)
BMW; MINI	Parking Situation at Destination
BMW; MINI	Parking Space Assistant (Parking Suggestions)
BMW; MINI	Parking Payments
- BMW; MINI	Connectivity
BMW; MINI	Personal eSIM
BMW	WLAN Hotspot
- BMW; MINI	Digital Key
- BMW; MINI	Emergency Call Service
BMW; MINI	Intelligent Emergency Call
BMW; MINI	Legal Emergency Call
BMW; MINI	PSAP Emergency Call
BMW	BMW Assistance Call after Emergency Stop

- BMW; MINI   [Exterior Camera-based Services](#)
  BMW; MINI   Drive Recorder
  BMW; MINI   Anti-Theft Recorder
  BMW; MINI   Remote 3D View

- BMW; MINI   [BMW / MINI Intelligent Personal Assistant](#)
  BMW; MINI   Voice Interaction
  BMW; MINI   Intelligent Functions
  BMW   In-Car Experience

- BMW; MINI   [Interior Camera](#)
  BMW; MINI   Anti-Theft Recorder (Interior)
  BMW; MINI   Remote Inside View
  BMW; MINI   Interior Camera Function

- BMW; MINI   [BMW Navigation & Map Information Services / MINI Navigation](#)
  BMW; MINI   Map Display
  BMW; MINI   Map Update
  BMW; MINI   Destination Input
  BMW; MINI   Routing
  BMW; MINI   Real Time Traffic Information (RTTI)

- BMW; MINI   [Personalization](#)

- BMW; MINI   [Remote Control](#)
  BMW; MINI   Remote Services

- BMW; MINI   [BMW / MINI Remote Software Upgrade / Software Update](#)

- BMW; MINI   [Repair & Maintenance](#)
  BMW; MINI   Teleservice Call
  BMW; MINI   Smart Maintenance
  BMW; MINI   Repair & Maintenance Services for Independent Providers

- BMW   [Security Assistant](#)
  BMW   Parking Collision Notification
  BMW   Parking Collision Recorder

- BMW; MINI   [Smartphone Integration](#)

- BMW; MINI   [Technical Basis](#)
  BMW; MINI   Anti-Theft Notification
  BMW; MINI   Evaluation of Diagnostics Data
  BMW; MINI   Extendable Car Communications (xCC)
  BMW; MINI   Future Mobility Solutions
  BMW; MINI   Improvement of Product Quality
  BMW; MINI   Improvement of Service Quality
  BMW; MINI   MyInfo
  BMW; MINI   Predictive Thermal Management

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

- BMW; MINI   Vehicle Apps

- BMW; MINI   Video Streaming

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. Depending on our service structure, some available Services cannot be booked individually.

AirConsole Games

Date Revised: 20-October-2025; Version: Release 03/26

Service Description

AirConsole Games enables you to play entertaining and easy to learn games, controlled with your smartphone. You can play games in single player mode, or together with others inside your car in multiplayer mode. AirConsole Games contains various game categories, such as quizzes, sports and racing.

In Detail

When opening the AirConsole Games App, your session code will be shown on the in-car screen. To start playing, you connect your smartphone (and, in multiplayer mode, the smartphones of your fellow player(s)), either by entering the session code in the AirConsole Games App on your smartphone, or by scanning the QR Code shown on the in-car screen. Whether you are charging your car or waiting for your car passengers, you can choose from a range of different games to play alone or together – directly in your car. The content offered in AirConsole Games may vary between markets.

We are only responsible for the availability of the technical interface within your car. The content provider is responsible for all its provided content and its availability.

Further Information

Prerequisites:
AirConsole Games requires a car with at least BMW Operating System 8.5, plus:
- For BMW Operating System 8.5: A ConnectedDrive Professional Package for the first year, or the Entertainment offer via the BMW ConnectedDrive Store after the first year or (in markets without a BMW ConnectedDrive Store) the Connected Unlimited / Connected+ Unlimited Package (Option Code SA6C6); or
- For BMW Operating System 9: An active BMW Digital Premium Service
- For BMW Operating System X: An active data connection, which can be provided
  - either as part of an active BMW Digital Premium Service (or Connected Unlimited / Connected+ Unlimited Package in markets without a BMW ConnectedDrive Store);
  - or through a personal Wi-Fi Hotspot on your mobile device, using your own mobile phone plan.

Air Console Games is not available for BMW 2-Series Coupé, 3-Series and 4-Series with BMW Operating System 8.5.

How-to activate:
- With BMW Operating System 8.5 and BMW Operating System X, AirConsole Games is activated by default.
- With BMW Operating System 9, AirConsole Games is included in the BMW Digital Premium service and activated once the service is activated.

What data will be stored in the car?
- No personal data is stored in the car.
- For AirConsole Games, cookies and temporary game data are stored within the browser cache of the car until deteled manually.

What data will be processed or stored in BMW IT systems?
Anonymized statistics and performance relevant data are processed and stored to guarantee proper service operation.

What data will be transferred to 3rd parties?

Specific data required by the content providers can be routed directly from our IT systems to these content providers. Our IT systems do not permanently store this data.

When will processed data be deleted?

For deleting the browser cache data, you can either use factory reset for the car, or delete your user profile, or click on "Delete browser data" within the AirConsole Games option menu. All data processed in our IT system will then be deleted automatically.

How much data will be generated/transferred and how often?

For AirConsole Games, approximately 500 MB of data will be transferred per hour.

BMW Digital Premium

Date Revised: 10-October-2025; Version: Release 03/26

Service Description

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

In Detail

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

For BMW Operating System 9: BMW Digital Premium always includes i.a. access to a third-party store featuring apps from different categories (including music and audio, news and magazines, games, entertainment), extended navigation and parking assistance features, extended personal assistance features and additional vehicle-specific individualization features and settings, as well as data connectivity for all BMW Digital Premium features via the SIM card already installed in your BMW.

For BMW Operating System X: BMW Digital Premium always includes extended navigation features and data connectivity for all BMW Digital Premium features as well as the third-party store, via the SIM card already installed in your BMW. If the vehicle is not equipped with BMW Digital Premium, data connectivity for the third-party store must be provided by the user of the vehicle, for example by using a mobile phone as a Wi-Fi hotspot (Wi-Fi Tethering) to supply the required internet connection.

Further Information

Prerequisites:
The possibility to purchase BMW Digital Premium depends on the vehicle´s hardware and software and can be checked in the ConnectedDrive Store after linking the vehicle VIN (vehicle identification number) to the BMW ID. If the offer "BMW Digital Premium" is displayed as bookable in the ConnectedDrive Store, the vehicle is enabled for the service.

How-to activate:
If purchased ex-factory, BMW Digital Premium is activated by default.
If purchased via the ConnectedDrive Store, an activation token is sent to the vehicle and BMW Digital Premium is activated automatically.

BMW Navigation & Map Information Services

Date Revised: 18-August-2025; Version: Release 03/26

Service Description

BMW Navigation & Map Information Services provides you with various navigation services and functions: Learning/Proactive Navigation, Map Display, Map Update, Destination Input, Routing and Real-Time Traffic Information (RTTI) and Point of Interest (POI) Feedback.

The specific services and functions available in your vehicle, which may not all be part of the same package or service offering, are detailed in your contract.

In Detail

Learning Navigation / Proactive Navigation transfers your mobility data (departure location, departure time, routes, destinations, and arrival time) to BMW to help understand your travel patterns. This enables the navigation system to learn your common destinations and departure times, and to suggest the most likely destinations for regular journeys. It also predicts typical journey times and can alert you at the start of your trip if traffic is likely to delay your arrival, for example due to an accident on the route. This capability also enables features in the My BMW App, such as Commute Notifications. Data is collected only for the currently active user.

The Map Display presents you a map with all information you need before, during and after your drive showing the infrastructure and road network at your current position or other locations. Information is being presented according to your personal needs and habits and coming from various sources. Depending on your entered destination, additional information can be displayed, for example route directions and your estimated time of arrival.

Via Map Update, you can update your navigation system. Seamless navigation to your destination and the insertion of traffic jam warnings can only be ensured if the maps are up to date. We offer several possible update processes: Over-the-Air Map Update, USB Map Update and USB Map Update Portal.

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

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

Destination Input provides you with easy ways of finding your destination. Entering an address or looking for a point of interest – both make use of a vast amount of information sources. With the additional search history function, you can recall previous search terms and destinations.
Suggestions for navigation destinations may be based on your search history in the My BMW App.

Routing calculates a path to reach a desired destination. The routing algorithm takes into account predictive traffic information and lane level traffic information to provide the user with an intelligent routing proposal and an estimated time of arrival.

If available for the car and activated, BMW Digital Premium Maps provides an enhanced, personalized and more convenient driving experience with enriched information, content, and visualization, e.g., color staging in the Head-

Up Display (HUD) concerning driving speed when approaching curves, 3D buildings and landmarks in the Map Display and enriched information for Points of Interest (POI).

POI Feedback provides easy ways for users to submit feedback for POIs and charging stations regarding the correctness of the data and the overall experience.

Further Information

Prerequisites:
- For Learning/Proactive Navigation, you need a car equipped with BMW Operating System 7 or higher, and you must be logged in with a user account.
- Map Update: Over-the-Air Map Update requires the cars identification and online communication during the update or streaming process. For USB Map Update, the car must be enabled for map update and a valid activation code for a new map must be available. USB Map Update Portal requires a My BMW account, a car which is mapped to the account and an USB Stick.
- If equipped with at least BMW Operating System 9, all BMW Maps functions require an online data connection via streaming.
- For Destination input using the full amount of available data and the enrichment of Map Display, you need a Live Cockpit Plus or Live Cockpit Professional (Option Code SA6U2 or SA6U3).
- For Routing, you need a Live Cockpit Plus or Live Cockpit Professional (Option Code SA6U2 or SA6U3) and a software version later than 07/20.

How-to activate:
- Learning/Proactive Navigation must be activated through the privacy settings menu and is, by default, not activated.
- Map Update: Over-the-Air Map Update is active by default. After the end of the contract period the service needs to be renewed. For USB Map Update, the dealer performs the required steps. For USB Map Update Portal, you must download the relevant Download Manager and perform the requested tasks. New map versions need to be copied to an external USB stick and transferred via the stick into the car.
- Routing is active by default.
- Routing, RTTI and POI Feedback are active by default.

What data will be stored in the car?
- For Learning/Proactive Navigation with BMW Operating System 7, the destination input is saved along with the time. If the car is equipped with BMW Operating System 8 or higher, no personal data is stored in the car.
- Map Update: For Over-the-Air Map Update, USB Map Update and USB Map Portal the downloaded map material is stored in the car.
- The Navigation stores previous navigation destinations, favorite destinations, search entries and navigation settings. Downloaded driving assistance map data is stored.
- For Routing, personal route settings are stored in the car.
- For RTTI and POI Feedback, no personal data is stored in the car.

What data will be processed or stored in BMW IT systems?
- For Learning/Proactive Navigation with BMW Operation System 8 or higher, the start and end location of the trip, the start and end times of the trip, the cars state during the trip, as well as the driven route are recorded.
- For Map Update, the vehicle identification number (VIN) and your selected region are stored.
- If equipped with at least BMW Operating System 9, the vehicle identification number (VIN) and country are stored.
- For Destination Input, the search entry, car, and location data, including the planned route in case of an active route calculation, is processed in the relevant IT systems. For battery electric and plug-in hybrid electric cars, the battery status is processed to provide charging information. Previous search entries and destination's location data are stored.

- For Routing, car and location data, position and movement, customer configurations and sensor data are processed. The data is sent to the relevant IT systems if a route calculation is started.
- For POI Feedback the POI and the corresponding feedback are stored and processed.

What data will be transferred to 3rd parties?
For Learning/Proactive Navigation, Map Display, Map Update, Destination Input, Routing, RTTI, and POI Feedback, data is transferred to external partners that are carefully selected and operate under BMW contract to fulfil the service. This data is without any direct reference to your person so that external partners are unable to re-identify a BMW customer.

When will data processed be deleted?
- Learning/Proactive Navigation: For active users the recorded data will be stored for 12 months. After three months of inactivity (i.e., there is no new data recorded) the recorded data will be automatically deleted.
- Map Update: For Over-the-Air Map Update, USB Map Update Portal and USB Map Update, personal data will be deleted automatically after thirty (30) days.
- For Routing data will be stored without any direct reference to your person and deleted automatically.
- For Destination Input, search entries and destinations will be stored for 12 months but can also be deleted individually or completely in the In-Car menu.
- For POI Feedback data is stored for 12 months without any direct reference to your person.

How much data will be generated/transferred and how often?
For BMW Navigation & Map Information Services, an average of 500 MB of data will be transferred per month.
This amount may vary based on your individual usage behavior, including frequency, duration and vehicle settings/preferences.

Call Services

Date Revised: 12-October-2024; Version: Release 09/25

Service Description

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

In Detail

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

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

Further Information

Prerequisites:
For all Call Services, you need a vehicle equipped with Teleservices (Option Code SA6AE).

How-to activate:
All Call Services are activated by default.

What data will be stored in the vehicle?
- For Customer Hotline, no data will be stored.
- For High Voltage Warn Call, error log entries will be stored.

What data will be processed or stored in BMW IT systems?
- For Customer Hotline, voice calls may be recorded for quality assurance purposes, if you consent to it. Depending on your request, further data may be stored (e.g., live vehicle data including position). The vehicle data is a necessary information for analyzing your issues (e.g., connectivity, navigation issues)
- For High Voltage Warn Call, relevant vehicle information will be processed and stored, including Vehicle Identification Number (VIN), GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status. Customer contact information is also processed and stored.

What data will be transferred to 3rd parties?
- For Customer Hotline no data will be transferred to 3rd parties.
- For High Voltage Warn Call, relevant vehicle information, including VIN, GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status, as well as customer contact information are transmitted to 3rd party service provider´s call agent to enable the Warn Call.

<u>When will data processed be deleted?</u>
- For Customer Hotline, data will be processed and deleted latest after 28 days, or on request earlier.
- For High Voltage Warn Call, the stored data will be deleted automatically six months after a reported incident.

<u>How much data will be generated/transferred and how often?</u>
- For Customer Hotline and High Voltage Warn Call, less than 25 KB of data will be transferred each time the service is used or when the vehicle engine is turned off.
- For Autonomous Driving Call, less than 25 KB of data will be transferred each time the service is used or when the vehicle engine is turned off.

Connected E-Mobility

Date Revised: 08.10.2024; Version: Release 09/25

Service Description

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

In Detail

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

Via Charge 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 Remote Charge Management the aforementioned Charge Management capabilities can be made available to a supported third-party provider (appointed by you) through a data interface (API) based on your consent. Consent will be gathered by BMW during sign-up process with the provider. This provider will also have the capability to steer (start and end) the charging process remotely.

Via Public Charging, you will be supported to find the right charging station in time. We are working with partners (data suppliers) to provide you with the necessary information about public charging stations. To be able to estimate the reachability of a destination with a fully electric vehicle better, you will receive an indication in the map for the remaining electric range available.

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

Via eDrive Services, you can control your car using the My BMW App on your smartphone. You can control the charging process and air-conditioning to be ready when you want to start your journey. An efficiency rating out of five stars indicates how you're doing in terms of fuel consumption, driving mode or acceleration.

Further Information

Prerequisites:
- eDrive zone is available for hybrid vehicles only.
- Charge Management is only available for electrified vehicles in combination with active eDrive Remote Services.
- Remote Charge Management is only available for compatible electrified vehicles. It cannot be determined in advance whether an induvial vehicle is compatible with Remote Charge Management. You need a contract with a supported third-party provider and link this contract to your vehicle.
- Public Charging functions are only available for electrified vehicles. You need a BMW Charging contract and assign the contract to your vehicle.
- Plug & Charge is available for electrified vehicles in combination with a BMW Charging contract or a third-party contract that supports the service.

- eDrive Services are available for electrified vehicles only.

How-to activate:
- eDrive zone is activated by default.
- The use of Charge Management features requires a ConnectedDrive contract, a mapped electrified vehicle in the latest version of the My BMW App, an internet connectivity for the ConnectedDrive module, an activated GPS as well as activated transmission of vehicle data to the My BMW/ MINI App by any user. Otherwise, no charging history entry is created. To make full use of Charge Management, it is also necessary to provide specific data for each individual charging point of the customer.
- The use of Remote Charge Management requires a ConnectedDrive contract, a compatible electrified vehicle that is mapped to the latest version of the My BMW App for mobile phone, internet connectivity for the ConnectedDrive module, activated GPS as well as activated transmission of vehicle data to the My BMW App.
- Public Charging is active by default. To display the current electrical range via map, you must activate "Range". To display tariff information, you must select at least one tariff.
- To use Plug & Charge, you must activate the corresponding option in your charging contract. This can be done through the BMW Charging contract management. For third-party charging contracts, contact your contract provider and provide your Plug & Charge ID (PCID) when prompted. You can find your PCID in the Plug & Charge section of the My BMW App or the Plug & Charge App in your vehicle. For BMW Charging and certain integrated partner networks, the Plug & Charge capability is enabled during the signup process for the contract or account. After the Plug & Charge option is enabled, you can find your contract in the charging settings of your vehicle or in the Plug & Charge section of the My BMW App. You can then select the contract to be used for charging and change the activation state of the Plug & Charge function. If you have a BMW Charging contract or a contract from an integrated partner network, that contract is selected, and Plug & Charge is automatically activated if it is your first and only Plug & Charge contract.
- 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 vehicle?
- For eDrive zone, the functional settings will be stored in your BMW profile.
- For Charge Management, GPS position, state of charge and charging settings will be stored.
- For Remote Charge Management, GPS position, state of charge and charging settings will be stored.
- For Public Charging, data regarding charging stations and navigation information will be stored.
- For Plug & Charge a digital contract certificate of your charging contract will be stored in the vehicle as well as your current functional settings. The certificate gets automatically updated.
- For eDrive Services, data will be stored regarding charging status, charging map, range map, the latest/current range map and charging POI information.

What data will be processed or stored in BMW IT systems?
- For eDrive zone, we process an approximate position of the vehicle (not exact position).
- For Charge Management, we process your contract number, vehicle, and location data (can be seen within the charging history in the My BMW/ MINI App from all current users of this vehicle).
- For Remote Charge Management, we process GPS position, state of charge, charging settings and user defined region.
- For Public Charging, we process data regarding charging proposal, charging cost estimate and details regarding charging data.
- For Plug & Charge, we process encrypted contract certificates with the corresponding PCID. Furthermore, we map the contract number (EMAID) to the corresponding BMW user to avoid unauthorized usage. Your current settings will be stored in your BMW profile to enable the modification of Plug & Charge settings in the My BMW App.
- For eDrive Services, we process data regarding charging map, range map and regarding analyzing your driving style.

What data will be transferred to 3rd parties?
- For eDrive zone, Charge Management and Public Charging, no data will be transferred to 3rd parties.
- For Remote Charge Management, we share charging mode, charging status, the current SOC, the target SOC, the remaining charging time, connection status to the charger and status if the vehicle is within the user defined region.
- For Plug & Charge your contract provider will create an encrypted contract certificate in a common system that connects vehicles, contracts and charging stations. We will transfer the PCID of your car to that system to identify and download your contract. The digital certificate of your contract is vehicle-specific encrypted and can only be decrypted by your car.
- 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 eDrive zone, we automatically delete your data.
- For Charge Management, we will delete your data directly when you delete your account. When you switch of charging history, your personal data will be automatically deleted.
- For Remote Charge Management, we will automatically delete your data at the end of the charging session.
- For Public Charing, we automatically delete your data.
- For Plug & Charge we will delete your data from the car with each factory reset. When the vehicle is mapped to a new main user, contract data of the previous user is deleted from the Plug & Charge system and your settings are deleted from your BMW profile. When you de-map your account from your BMW, your settings are deleted after 90 days or when a new main user is mapped, whichever comes first. BMW Charging will delete contract data from the ecosystem after you cancel your BMW charging contract or quit the Plug & Charge option in your contract settings. For third party contracts please contact your contract provider. Furthermore, we delete expired or revoked certificates automatically from your car.
- For eDrive Services, we store a range map for one lifecycle. You can delete the eMobility data in the respective app. We will automatically delete your data, when your ConnectedDrive contract expires.

Liability Charge 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 Charge 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.

Liability Plug & Charge
Authentication at compatible charging stations will start automatically when Plug & Charge is activated. If you have more than one compatible contracts, you can change the contract in the Plug & Charge menu. When you want to authenticate with another method, please deactivate Plug & Charge temporarily in the charging settings. We do not assume any liability for unintentional payment because of wrong settings. Please be aware that other users of your car can use your contracts if they are mapped with their BMW account to your car. You can restrict usage of other users in the Plug & Charge menu. We do not assume any liability for charging processes by other users to whom you granted access to your car and contracts. When ownership of your car changes, please perform a factory reset of your car, unmap the car from your BMW Account and inform your contract providers (including BMW charging) to avoid any unauthorized usage of your contracts by following owners. We do not assume any liability for the consequences of an improper transfer of the vehicle to other people.

<u>How much data will be generated/transferred and how often?</u>

- For eDrive Zone, approximately 2 KB of data is transferred per day to confirm if the vehicle is passing through or driving in an eDrive zone.
- For Charging Management, less than 50 KB of data is transferred per day to display charging information in the My BMW App each time the service is used.
- For Public Charging, less than 100 KB of data is transferred to display charging information in both the My BMW App and the vehicle each time the service is used.
- For Plug & Charge, less than 1 KB of data is used per charging session.

Connected Music

Date Revised: 28-September-2024; Version: Release 09/25

Service Description

Connected Music enables you to hear your favorite songs directly in your car.

In Detail

Connected Music offers you direct and unlimited access to several million music tracks. You can use the service to log-in with your existing account of our music partner. So now, whether you're going to work, on a shopping trip or on holiday, you can choose from a range of music titles to stream straight into your car.

Further Information

Prerequisites:
For Connected Music, you need a vehicle with BMW Operating System 7, 8 or 8.5 and an account with our music partner.

How-to activate:
If you have a premium account with our music partner, you can login to Connected Music with your existing music streaming account.

What data will be stored in the vehicle?
For Connected Music, auto-login data, anonymized statistics, and performance relevant data are processed and stored to guarantee proper service operation.

What data will be processed or stored in BMW IT systems?
For Connected Music, account and vehicle information, music provider specific data and anonymized usage statistic (if activated by the customer) are processed and stored.

What data will be transferred to 3rd parties?
For Connected Music, the music provider specific data is routed directly from our IT systems to our music partner. Our IT systems do not permanently store this data.

When will data processed be deleted?
For Connected Music, you can use the "Delete personal data" function in the vehicle's menu to remove all stored data. All data processed in our IT system, will be automatically deleted.

How much data will be generated/transferred and how often?
For Connected Music, approximately 45 MB of data will be generated per hour during audio streaming.

Connectivity

Date Revised: 28-April-2025; Version: Release 09/25

Service Description

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

In Detail

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

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

In order to establish a data connection to the WLAN Hotspot as a ConnectedDrive user, you need a customer account with our partner and a suitable data volume subscription.

Further Information

<u>Prerequisites:</u>
- Connectivity services require a vehicle equipped with Teleservices (Option Code SA6AE), an active ConnectedDrive contract and a BMW ID.
- For Personal eSIM, you need a vehicle equipped with Personal eSIM (Option Code SA6PA). Furthermore, you need a mobile phone contract that supports the service. Whether a specific tariff of the participating mobile network provider supports this service, has been specified in the mobile phone contract. Please consult your mobile network provider in case of doubt.
- For vehicles with at least BMW Operating System 8, Personal eSIM includes a personal WLAN Hotspot, for which the mobile data is routed via the Personal eSIM.
- For WLAN Hotspot, you need a vehicle equipped with BMW WLAN Hotspot (Option Code SA6WD) and a separate data contract with the respective internet service provider.

<u>How-to activate:</u>
- Personal eSIM is switched off by default. Activation and service management can be reactivated or changed using the corresponding front ends. Activation is carried out by the mobile network provider.
- For WLAN Hotspot, you have to connect your device with the service via the vehicle menu. Once you have selected the network and entered the passcode, the mobile device is connected with the service. Additionally, you need to set up a separate contract with your Internet service provider.

<u>What data will be stored in the vehicle?</u>
- For Personal eSIM, authentication information, contact and account data will be stored.
- For WLAN Hotspot, no data is stored in the vehicle.

<u>What data will be processed at BMW touchpoints?</u>
For Personal eSIM, authentication data, phone data, vehicle and account data will be processed.

What data will be processed or stored in BMW IT systems?
- For Personal eSIM, authentication information, contact and account data will be stored.
- For WLAN Hotspot, standard data for the registration for ConnectedDrive data may be stored.

What data will be transferred to 3rd parties?
- For Personal eSIM, authentication information and SIM card data is exchanged with your mobile phone provider to activate and operate the service.
- For WLAN Hotspot, data to identify customers will be transferred to 3rd parties.

When will data processed be deleted?
- For Personal eSIM, data stored at our backend is automatically deleted when the service is deactivated. Data in the vehicle is automatically deleted when the service is deactivated, or your personal BMW ID is deleted from the vehicle. Furthermore, it is possible to delete all data in a vehicle by resetting the vehicle to factory settings.
- For WLAN Hotspot, data will be automatically deleted when you delete your account.

How much data will be generated/transferred and how often?
For Connectivity, the amount of data generated and transferred is entirely dependent on your individual usage behavior.

Digital Key

Date Revised: 20-February-2025; Version: Release 09/25

Service Description

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

In Detail

With the Digital Key, you can both unlock and lock your BMW as well as start the engine. You can share the Digital Key with other vehicle users (if they have compatible smartphones) with an easy revocation concept for you regarding their access rights. If you allow it, the recipient of the shared key can in turn share keys with others. Up to 18 digital keys can be created. Among other features, you can limit the shared key with regard to acceleration, maximum speed, and audio volume, e.g., to suit novice drivers.

Digital Key Plus includes additional comfort features, for example automatic unlocking of the vehicle when you approach without taking your smartphone out of the pocket, contactless tailgate operation and add-on services in the My BMW App, like Remote Control Parking and Remote Keyless Entry.

Further Information

Prerequisites:
A compatible vehicle with Comfort Access (Option Code 322) or Digital Key (Option Code 3DK), enabled Teleservices (Option Code 6AE) and a compatible smartphone are required.

How-to activate:
For first-time use of the Digital Key, an online connection of your vehicle and smartphone is required.
The physical key(s) and the setup card (if applicable) handed over to the customer together with the vehicle need to be present in the vehicle for initial setup of the Digital Key.
- Setup – Option 1: Download the My BMW App, connect your vehicle with your BMW ID (mapping), follow the steps in the App to setup the Digital Key.
- Setup – Option 2: Via the Digital Key menu in the Central Information Display of the car, you can send an email with instructions how to activate your Digital Key. Follow the steps to setup the Digital Key.

What data will be stored in the vehicle?
Vehicle and authentication data will be stored.

What data will be processed or stored in BMW IT systems?
Vehicle and key identification information are stored in the BMW IT systems.

What data will be processed or stored on the smartphone?
Vehicle, account, and key identification information will be stored on the smartphone.

What data will be used to provide the service?
Vehicle, identification, account, key, and device data will be stored.

What data will be transferred to 3rd parties?
- The following data is submitted to the Digital Wallet of the user (Apple iOS, Google Android, or Samsung Wallet) in order to store the Digital Key(s) securely in the Wallet: Vehicle, key, device, and account identification information.
- In case of theft of your vehicle, we will list active keys at the time of theft upon request of the investigating authorities to help solving the case.

When will data processed be deleted?
Keys can be deleted on the smartphone of the vehicle owner (main key and shared key(s)) or directly in the vehicle. All keys will be deleted if you request the deletion of your personal data. After deletion of key(s), information related to your key(s) are permanently saved in a secure BMW backend and retained as part of the vehicle records until the end of life of the related vehicle.

How much data will be generated/transferred and how often?
For BMW Digital Key, up to 5 MB of data is generated per vehicle. This maximum amount applies when all functions of the BMW Digital Key are fully utilized.

Emergency Call Service

Date Revised: 23-May-2025; Version: Release 09/25

Service Description

The Emergency Call (eCall) Service provides you with help in case of an emergency. It consists of the following functions:
Intelligent eCall, Legal eCall, Public Safety Answering Point (PSAP) eCall and BMW Assistance Call after Emergency Stop.

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

In Detail

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

The Legal Emergency Call is a statutory emergency assistance system regulated by the European Union. As of 31 March 2018, all new vehicles and light truck models homologated in the European Union must be equipped with this eCall.

The Legal eCall differs from the Intelligent eCall in two ways:
1. Fewer data is being provided in case of an accident or emergency (only legally required information will be sent).
2. The Legal eCall is routed to the local PSAP of the respective country, while the Intelligent eCall is routed to a dedicated BMW call center.

The Legal eCall will act as a fallback solution to the Intelligent eCall for customers from EU member countries, in case the Intelligent eCall fails, has not been purchased or has expired. The Legal eCall cannot be deactivated.

The PSAP Emergency Call is a direct voice connection from the vehicle to the PSAP with no data transmission and collection. It can also serve as fallback solution for the Intelligent eCall.

The BMW Assistance Call after Emergency Stop is a supplement to the built-in Attentiveness Assistant with emergency stop, which will safely bring the vehicle to a stop if the driver becomes unconscious or is unable to take control of the vehicle. The BMW Assistance Call after Emergency Stop is designed to help drivers in case of a potential medical emergency while driving. Once the vehicle has stopped, a countdown will appear on the in-vehicle screen. To prevent the BMW Assistance Call after Emergency Stop from being initiated, this countdown must be canceled. If the countdown runs out without being canceled, the system will automatically connect to the BMW call center, establishing a voice and data link. A service representative will then notify the local Public Safety Answering Point (PSAP) and provide them with all necessary information about the situation. Additionally, the BMW Assistance Call after Emergency Stop can be activated manually during an active emergency stop.

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

Further Information

Prerequisites:
- For the Emergency Call Service, there are no prerequisites.
- For BMW Assistance Call after Emergency Stop, a vehicle with BMW Operating System X is required.

How-to activate:
The Emergency Call Service is already activated when the vehicle is handed over to the customer.

What data will be stored in the vehicle?
- For Intelligent eCall, location data and crash details are stored in the vehicle.
- For Legal eCall, location data and information as described in European Standard EN15722 are stored in the vehicle according to Regulation (EU) 2015/758 of the European Parliament and the Council of the European Union.
- For PSAP eCall no data will be stored in the vehicle.
- For BMW Assistance Call after Emergency Stop, error log entries will be stored.

What data will be processed or stored in BMW IT systems?
- For Intelligent eCall, the BMW Call Center agent automatically receives location data, vehicle, and passenger information. The comprehensive technical information about the Intelligent eCall will be stored for 30 days in the IT systems to enable customer support.
- The call center may store voice recordings for up to 24 hours in order to provide meaningful information to parts of the rescue chain in case of immediate queries directly related to the specific Emergency Call.
- For Legal eCall and PSAP eCall, no data is processed or stored.
- For BMW Assistance Call after Emergency Stop, relevant vehicle information is processed and stored, including VIN, GPS coordinates, event ID, timestamp, and door status (open or closed). This information is part of a standard data package, collected and stored for most ConnectedDrive services and is relevant to the specific use case of the product. The data is processed to evaluate the severity of the situation. Given that this use case involves potential medical emergencies, there is a significant interest from the user.

What data will be transferred to 3rd parties?
- For Intelligent eCall, data like current location and alert may be transferred anonymously to 3rd party traffic providers to help warn other road users of an incident and potential changes in traffic. The user's request as well as the necessary data will be transmitted to service providers commissioned by BMW to perform the service.
- For Legal eCall, data is sent directly from the vehicle to the 112 Emergency Service.
- For PSAP eCall, no data is transferred to 3rd parties.
- For BMW Assistance Call after Emergency Stop, relevant vehicle information is processed and stored, including VIN, GPS coordinates, event ID, timestamp and door status (open or closed). In addition, the customer's contact information is processed and stored. This data is necessary to provide the service to the user.

When will data processed be deleted?
- For Intelligent eCall, data will be retained until all procedures have been completed. The data stored will then be deleted. Data stored in the vehicle will be overwritten automatically with the next start of the vehicle.
- For Legal eCall, data is processed based on the regulation applying to PSAP operation only.
- For BMW Assistance Call after Emergency Stop, the stored data will be deleted automatically six months after a reported incident.

How much data will be generated / transferred and how often?
- For Intelligent Emergency Call, around 250 bytes will be generated by the telematics unit. Data will be transferred before the call has been placed and every time the agent requests an update of the data.
- For Legal Emergency Call, around 55 bytes will be generated by the telematics unit. Data will be transferred before the call has been placed and every time the agent requests an update of the data.For PSAP Emergency Call, in contrast to the Legal Emergency call and the Intelligent Emergency call, no data (e.g. VIN, location etc.) will be transferred automatically by the telematics unit.
- For BMW Assistance Call after Emergency Stop, less than 25 KB of data will be generated by the telematics unit. Data will be transferred before the call has been placed and everytime the agent requests an update of the data.

Exterior Camera-based Services

Date Revised: 31-August-2025; Version: Release 03/26

Service Description

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

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

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

In Detail:

When you decide to use Remote 3D View via the My BMW App, the car will capture an image from each of the exterior surrounding cameras and will send them encrypted to the My BMW App, so that only you can see the recording. All Remote 3D View data belong to the user. The number of executions per hour of the function is limited.
The use of the function and the data resulting from it is only permitted for purely personal and security purposes. We do not publish Remote 3D View data and are not legally liable for any content shared. Any mapped user in the vehicle can use Remote 3D View.

If the Anti-Theft Recorder is activated, you will be notified in the My BMW App as soon as the alarm is set off.
In addition, depending on user settings and available vehicle options, a short video of the surroundings is recorded, which you can download in encrypted form and watch remotely in the My BMW App.
Any user mapped into the vehicle will receive the notification and can download the captured video.

Once activated by you, the Drive Recorder continuously records the surroundings in the background while driving. These recordings are continuously overwritten after a few seconds and are therefore automatically permanently deleted unless the vehicle's sensors detect a damage-relevant event, thereby triggering permanent storage of a short video.

Under certain conditions, the automatic recording of damage-relevant events may be limited or may fail. In the event of serious accidents, recordings may not be saved if the vehicle sustains extensive damage or if the power supply is interrupted. Additionally, in the case of minor accidents, recordings from the BMW Drive Recorder may not be saved.

Further Information

Prerequisites:

- For Remote 3D View and Drive Recorder, you need a vehicle equipped with TeleServices (Option Code SA6AE), a Live Cockpit Plus or Live Cockpit Professional (Option Code SA6U2 or SA6U3), Parking Assistant Plus or Professional (Option Code SA5DN or SA5DW).
- For Remote 3D View, you must add your vehicle to your BMW ConnectedDrive account. Your vehicle must be located in a country where the feature is legally permitted to use, and the vehicle location has to be turned on in the vehicle.
- For Anti-Theft Recorder, the Alarm System is needed in addition to the Drive Recorder.
  To download the video into the My BMW App, you must add your vehicle to your BMW ConnectedDrive account.

How-to activate:
- Remote 3D View and Anti-Theft Recorder are disabled by default. You need to activate Remote 3D View and Anti-Theft Recorder in the vehicle to use them remotely via the My BMW App and confirm the legal disclaimer. For vehicles with BMW Operating System 8.5 or prior, any user can change the activation status of these features. For vehicles with BMW Operating System 9 or higher, only the main user can change the activation status of these features.
- Drive Recorder is disabled by default. You must start the function, confirm the legal disclaimer, and activate the respective functionality in the settings. In addition, you must set the time limits for the video capture.
  You can deactivate the different functionalities of the Drive Recorder at any time.

What data will be stored in the vehicle?
- For Remote 3D View no data will be stored in the vehicle.
- For Drive Recorder and Anti-Theft Recorder, the video and vehicle drive data will be stored only in the vehicle and will be available to the users for export. For Recordings of the Drive Recorder, that are saved directly onto an external device, no data will be stored in the vehicle.

What data will be processed or stored in BMW IT systems?
- Remote 3D View captures images using the cameras on the outside of the car and transfers them to the My BMW App upon your request. The images, along with the GPS position of the car (if available and enabled), are saved only in your My BMW App.
- For Drive Recorder, no data will be stored in BMW IT Systems. Anti-Theft Recorder captures videos using the cameras on the outside of the car and transfers them to the My BMW App, when the alarm sets off. The video, along with other vehicle data, are saved in the vehicle as well.

What data will be transferred to 3rd parties?
For Remote 3D View, Drive Recorder and Anti-Theft Recorder, no data will be transferred to 3rd parties.

When will data processed be deleted?
- For Remote 3D View, you can delete each image data individually in the My BMW App. If the app is uninstalled from your phone, all captured information will be permanently deleted. Images are saved in encrypted form on our server until they are successfully downloaded to the My BMW App and will be deleted afterwards. BMW does not have access to these images.
- For Drive Recorder, videos and the corresponding vehicle data stored in the vehicle flash drive can be deleted at any time from the Drive Recorder Menu in the vehicle. You can additionally disable the recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu. For Anti-Theft Recorder, you can delete each image in the My BMW App, and from the app recording menu in the vehicle. You can additionally disable the Anti-Theft Recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu.

How much data will be generated/transferred and how often?
- For Remote 3D View, pictures of the vehicle's surroundings are recorded and transferred to the My BMW App upon customer request, generating and transferring approximately 3 MB of data.

- For Anti-Theft Recorder (Exterior), a video of the vehicle's surroundings is recorded when the vehicle alarm is triggered. This recording can be transferred to the My BMW App upon customer request, generating and transferring up to 150 MB of data.
- For Drive Recorder, up to 800 MB of data is generated for each individual recording. The same amount of data is transferred if the customer chooses to export the recording to their smartphone.

BMW Intelligent Personal Assistant

Date Revised: 23-May 2025; Version: Release 09/25

Service Description

The service BMW Intelligent Personal Assistant provides you with various functions: Voice Interaction, In-Car Experience, and Intelligent Functions. These functions enable you to interact with your car and adjust settings via speech, as well as to use the car in a more personalized and intelligent way.

In Detail

Voice Interaction can be used to operate car features, e.g., navigation, communication, and climate control, using spoken commands. The underlying voice recognition system recognizes natural language utterances in selected languages. This increases convenience in many situations and for a lot of individual tasks. The system simultaneously analyses voice commands both directly in the car and via server-based online voice processing. This allows you to use natural language to search for points of interest quickly and easily for online navigation, for example, when you ask for certain restaurants nearby. You can activate the function by pressing the voice control button on the steering wheel or by saying the activation word "Hello, BMW". The activation word can be enabled, disabled and, with BMW Operating System 7, 8 and 8.5, individualized.

Starting with BMW Operating System 9 and depending on country availability: Once the setup of the BMW Intelligent Personal Assistant is completed, Voice Interaction is an online-based function, for which server-based online voice processing is activated permanently.

In-Car Experience invigorates you when you are tired, relaxes you after a stressful day, and adapts your car's interior to suit your mood. With In-Car Experiences, which includes the Caring Car Programs (short interior orchestration programs that last a few minutes) and Experience Modes (continuous interior orchestration programs), the interior space is adaptable to your individual situation (only available with BMW Operating System 7).

Intelligent Functions offer personalized, context-based, and intelligent car-related suggestions and automations in the car. It offers different functions, depending on different operating systems:
- Automate My Habits: Define your heating/cooling preferences (only available with BMW Operating System 7).
- Automated Window: Automatically opens your driver window whenever you need it, after you set a point of interest in the menu (available with BMW Operating System 7 and newer).
- Routines: Routines are groups of predefined actions that the user can confirm to execute when certain preconditions are met, such as the 'start of the trip'-routine, which can be executed at the beginning of a trip. The set of actions can be individually adjusted by the user. (Only available with BMW Operating System X).
- Based on your situation and interactions, you will receive proactive suggestions for context-relevant functions and car information as well as commands for the voice assistant (available with BMW Operating System 8 and newer).

Further Information

Prerequisites for cars with BMW Operating System 7:
- For Voice Interaction, the Connected Package service must be purchased to process voice commands online.
- For In-Car Experience:
  - For Experience Modes, you need a Live Cockpit Professional (Option Code SA6U3) plus In-Car Experience via Connected Package Professional (Option Code SA6C3/SA6C4) and the relevant minimum hardware options (Ambient Light, Seat Heating for driver and front passenger, Automatic Air-Conditioning).
  - For Caring Car Program, you need a Live Cockpit Professional (Option Code SA6U3) plus In-Car Experience via Connected Package Professional (Option Code SA6C3/SA6C4) and the relevant minimum hardware

options (Ambient Light, Seat Heating or Ventilation, Automatic Air-Conditioning) and the software upgrade from March 2019 via the Remote Software Upgrade service.
- For Intelligent Functions, you need a car equipped with a Live Cockpit Professional (Option Code SA6U3) and to enable "Learning drive behaviour" in the Privacy Menu settings (only for Automate My Habits and Smart Window Opener).

Prerequisites for cars with BMW Operating System 8 and 8.5:
BMW Intelligent Personal Assistant is part of Live Cockpit Plus (Option Code SA6U2) and Live Cockpit Professional (Option Code SA6U3).

Prerequisites for cars with BMW Operating System 9 and newer:
- All features of the BMW Intelligent Personal Assistant are included in the Digital Base in all ConnectedDrive markets, except for visualization enhancements and Automated Window, which are only available through the BMW Digital Premium service or (in markets without a BMW ConnectedDrive Store) via the Connected Unlimited / Connected+ Unlimited Package (Option Code SA6C5 / SA6C6).
- For cars with BMW Operating System X, all features of the BMW Intelligent Personal Assistant are included in the Digital Base.

How-to activate:
- For Voice Interaction, online voice processing is disabled by default and can be activated by a pop-up that appears after having pressed the voice control button for the first time. It can be disabled in the language settings menu or in the data privacy menu. Offline voice processing in the car is always activated.
- For cars with BMW Operating System 9 and newer (depending on country availability), the BMW Intelligent Personal Assistant requires the finalization of the BMW Intelligent Personal Assistant setup via the Personal Assistant App in the car. Afterwards, online voice processing is activated permanently.
- For cars with BMW Operating System X, you can activate the BMW Intelligent Personal Assistant (depending on country availability) by switching on the toggle in the settings menu in the Personal Assistant App. This will activate the full scope of functions, including the use of data analytics for functional purposes. Afterwards, online voice processing is activated permanently.
- For In-Car Experience, you must activate the function in the car's interactive display or via speech command.
- For Intelligent Functions, you must configure your preference in the car (Automate My Habits and Smart Window Opener) or start the function via voice control or from the information system from the car (Caring Car, Experience Modes, Festive Modes, Personal Assistant Widget and App). Proactive Suggestions is activated by default and can be deactivated in the BMW Intelligent Personal Assistant settings. Some personalized functions are only fully functional if you have given your data privacy opt-in in the Data Privacy Menu. For cars with BMW Operating System 8 and 8.5, you can find the Data Privacy Menu under System Settings. For cars with BMW Operating System 9 and newer, you can opt-in in the BMW Intelligent Personal Assistant Menu under Settings and Data Analytics.

What data will be stored in the car?
- For Voice Interaction, a language context database is stored to optimize recognition performance for frequently called contacts and phone numbers specific contacts you have assigned a relationship tag (only available with BMW Operating System 7), most recent call history, contacts list and your configuration (in particular, the individual activation word).
- For In-Car Experience, single functions and experience selections are stored (only for Experience Mode).
- For Intelligent Functions, identification, configuration, and context data are stored. This includes interaction data with suggestions and tips.

What data will be processed or stored in BMW IT systems?

- For Voice Interaction, after using the wake word or pressing the voice control button, we store and/or process car data such as vehicle identification number (VIN), location data such as car position, navigation route and estimated time of arrival, personal points of interest, any sounds and spoken data in the microphone, audio files, spoken text recognized by the function, configuration, phone contacts, favorite locations, call logs, phone, SMS and notifications and dialog flow.
- For In-Car Experience, no data will be stored.
- For Intelligent Functions, identification, configuration, and operation data will be stored. If the data privacy opt-in is provided, interaction data will be stored onboard and offboard on a customer ID and VIN basis. The recommendation engine uses the individual interaction data combined with navigation, trip, and car data to calculate the personal preferences and come up with proactive content for the customer. Crowd data without any reference to your person will be used to further train machine learning models to enhance the overall learning algorithm.

What data will be transferred to 3rd parties?

- For Voice Interaction with online voice processing, we pass on audio files to our voice technology provider without any direct reference to your person for online processing and to improve voice recognition models for users in a gradual process. Location related data such as the car position or navigation route is forwarded to the provider to allow you to search for points of interest by voice command. If you have enabled the option to improve contact detection or to make calls via voice and paired your phone with the car, the first and last names, phone number and label of your contacts will be passed on to the voice technology provider. For cars that support the audio operating instructions, your car model and its configuration are shared with the voice technology provider. Data is transmitted to the voice technology provider depending on the technical equipment of your car. The voice technology provider may analyze pseudonymized log files for debugging purposes in countries outside the EU. These log files contain information about e.g. when a speech interaction was requested, but do not include the actual content of the audio or text of the utterances. The voice technology provider is bound by confidentiality and cannot identify a specific vehicle or individual from these log files.
- For In-Car Experience and Intelligent Functions, no personal data will be transferred to third parties.

When will data processed be deleted?

- For Voice Interaction, you can disable the sharing of your contacts list in the configuration for your phone. Data processed by our IT system and other data shared with the service provider will be deleted automatically.
- For In-Car Experience, your settings are stored in the car until you end the program.
- For Intelligent Functions, personal preferences held in our IT systems can be deleted either manually by deleting the ConnectedDrive main profile or automatically after a maximum period of five (5) years, starting with the date of collection. If the user withdraws the data analytics opt-in, the data will be deleted after a transitional period of thirty (30) days if the opt-in is not given again during that period. Information collected for product and service improvement is deleted automatically.

How much data will be generated/transferred and how often?

- For Intelligent Functions, approximately 2 MB of data is transferred each time the service is used, from when the vehicle engine is turned on until it is turned off.
- For tutorial videos, approximately 40 MB of data is transferred for each tutorial video available in the BMW Intelligent Personal Assistant.
- For Festive videos, approximately 30 MB of data is transferred for each festive video, which is made available on average four times per year, depending on the number of festive occasions.
- For Voice Interaction, less than 25 KB of data is transferred for each speech interaction.

Interior Camera-based Services

Service Description

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

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

In Detail

Anti-Theft-Recorder (Interior): The vehicle interior anti-theft recorder function allows you to automatically create a recording of your vehicle's interior when the alarm system is triggered. All data from the Interior Camera remains the property of the user. Function and the use of data are permitted for personal and security purposes only.

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

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

Further Information

Prerequisites:
For Interior Camera-based Services, you must add your vehicle to your ConnectedDrive account. Your vehicle must be located in a country where the use of this function is legally permitted.

How-to activate:
- Interior Camera-based Services must be activated in the data protection menu. Activation or deactivation is only possible using the main user's profile. Some features can be activated by accepting a disclaimer when starting the feature.
- For cars with at least BMW Operating System X, the Interior Camera Function services must be activated in the data privacy menu using the Interior Camera Comfort-permission.

What data will be stored in the vehicle?
- For Anti-Theft Recorder (Interior) and Remote Inside View no data will be stored in the vehicle. Recordings are only accessible and stored on the customers' CE-device in the My BMW App.
- For Interior Camera Function, Data is stored in the vehicle, assigned to the BMW ID or a driver profile.

What data will be processed or stored in BMW IT systems?
- For Anti-Theft Recorder (Interior) and Remote Inside View, recordings of your vehicle's interior are transferred to the My BMW App via the BMW back-end on request. All image data is encrypted and can only be displayed by the My BMW App.
- For Interior Camera Function, no data will be stored.

What data will be transferred to 3rd parties?
For Interior Camera- based Services, no data will be transferred to 3rd parties.

When will data processed be deleted?
- For Anti-Theft Recorder (Interior) and Remote Inside View, you can delete individual data in the My BMW App. Once the App has been uninstalled from your smartphone, all connected data is deleted permanently. Image data is saved on our servers only until downloaded successfully to the App or will be deleted automatically.
- For Interior Camera Function, you can delete individual data in the vehicle.
- Furthermore, all data is deleted when using the "Reset to factory settings"-function.

How much data will be generated/transferred and how often?
- For Anti-Theft Recorder (Interior), a video of the vehicle's interior is recorded when the vehicle alarm is triggered. This recording can be transferred to the My BMW App upon customer request, generating and transferring up to 30 MB of data.
- For Remote Inside View, a photo or video of the vehicle's interior is recorded and transferred to the My BMW App upon customer request, generating and transferring up to 30 MB of data.
- For Interior Camera Function, a photo or video of the driver and passengers is recorded upon customer request when they are in the vehicle, generating up to 120 MB of data.

Personalization

Date Revised: 14-February 2025; Version: Release 09/25

Service Description

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

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

In Detail

With Personalization, the vehicle uploads your personal settings, you are greeted personally on the display and, if selected via the My BMW App, with an individual profile picture and your chosen wallpaper from the Personal Picture Upload within the Personal Mode.

If you link your BMW ID to the vehicle key or digital key, your BMW ID is automatically loaded with your personal settings as soon as you unlock the vehicle. You can save your individual settings in the BMW Cloud and thus transfer them to other applicably equipped BMW vehicles. With an active BMW ID the BMW Intelligent Personal Assistant can also make personalized suggestions to you and you can assign a personal activation word. In addition, you can use your BMW ID to define privacy settings individually for your profile.

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

There is one main user and up to 6 joint users. The first user who has added the vehicle to the My BMW App or My BMW Portal becomes the main user. For vehicles with OS8 Software from July 2022 and newer it is possible to handover the main user role to another BMW ID via the My BMW App. The main user has additional rights beyond those of the other users, e.g., administrate other users and set up the main BMW Digital Key. Vehicle-related data without user reference is provided to the main user only. Further additional rights of the main user are described in the vehicle's operating instructions for vehicles with OS8 Software from July 2022 and newer.

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

Further Information

Prerequisites:
- For Personalization you need a vehicle equipped with Teleservices (option 6AE) and a BMW ID.
- For vehicles with OS7 and newer the synchronization with the BMW Cloud is per default activated and can be deactivated in the settings menu of the corresponding BMW ID.

- For vehicles with OS8 Software from July 2022 and newer the vehicle is automatically linked with the BMW ID after an in-car login.
- For vehicles with OS8.5 Software from July 2023 and newer you need a smartphone to setup a personal account.
- For the Personal Picture Upload within the Personal Mode, you need a car with at least OS9 plus an active BMW Digital Premium service.

How-to activate:
- For Personalization the setup of a personal account needs to be done once per vehicle via My BMW App, QR code scan or via typing in BMW ID credentials, depending on the vehicle model and its technical capabilities. You can activate the personal account automatically when unlocking with the key linked to the BMW ID or by choosing it manually on the display.
- Data transfer can be configured via the Data Privacy Menu in the vehicle.

What data will be stored in the vehicle?
For Personalization all personal vehicle settings will be stored.

What data will be processed or stored in BMW IT systems?
For Personalization data are saved in addition in the BMW Cloud if synchronization of the BMW ID is activated.

What data will be transferred to 3rd parties?
For Personalization no data will be transferred to third parties.

When will data processed be deleted?
For Personalization your settings are stored in the vehicle until you delete your personal account from vehicle or until vehicle is set to factory settings. Depending on the technical capabilities of the vehicle, the personal account remains in the BMW Cloud if synchronization is activated and until personal settings are deleted in the BMW Cloud upon customers' request.

How much data will be generated/transferred and how often?
For Personalization, the implementation of personalized vehicle settings and the ability to upload a personal profile picture can generate up to 15 MB of data per vehicle each month.
This data usage may vary based on the number of profiles and the frequency of changes made to profile settings.

Remote Control

Date Revised: 23-May-2025; Version: Release 09/2025

Service Description

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

In Detail

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

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

Further Information

Prerequisites:
- For Remote Services, a compatible vehicle with enabled Teleservices (Option Code SA6AE) and active Remote Services (Option Code SA6AP) are required.
- For cars with at least BMW Operating System 9, Remote Services are included in the Digital Base.

How-to activate:
- For Remote Services, the vehicle must be mapped to the My BMW App account of the user with his BMW ID.
- To show vehicle status data in the My BMW App, the "My BMW App and Portal" must be activated in the data privacy setting in the vehicle.

What data will be stored in the vehicle?
For Remote Services, identification and location data and service alerts are stored in the vehicle. If equipped with Remote Engine Start (Option Code SA1CR), the configuration and the last 10 activations are stored.

What data will be processed or stored in BMW IT systems?
- For Remote Services, depending on the type of trigger, data (identification and location, account, vehicle and phone, remote commands, vehicle data, or alerts) is transmitted and stored in our IT-systems.
- Data transfer and processing will commence once the "My BMW App and Portal" setting is activated in the Data Privacy Menu, a prior mapping to the My BMW App account is not required.

What data will be transferred to 3rd parties?
For Remote Services, no data will be transferred to 3rd parties.

When will data processed be deleted?
For Remote Services, the command history is deleted after 30 days. Vehicle status data is deleted after 6 months.

How much data will be generated/transferred and how often?
- For Remote Services, less than 25 KB of data is transferred each time a function is controlled remotely.
- Updating the vehicle status involves transferring less than 1 KB of data per status update.

BMW Remote Software Upgrade / Software Update

Date Revised: 23-September-2025; Version: Release 03/26

Service Description

BMW Remote Software Upgrade and Software Update provide the customer with over-the-air updates of the software of the vehicle. These updates may include quality improvements, function enhancements and/or new features. They enable the customer to keep the vehicle's software up to date and to download current software easily.

In Detail

When a new vehicle software version is available, the customer gets a notification in their vehicle and may also receive an alert through the My BMW App on their smartphone. There are two main steps: downloading and installing the software. The new software can be downloaded using the My BMW App. Depending on the vehicle model and equipment, the download might also be available directly in the vehicle through the built-in SIM card's data connection or, for vehicles with BMW Operating System X, via a Wi-Fi connection, (e.g. the customer's home Wi-Fi).

Further information regarding the installation process is shown on the central display. As soon as the download has been completed, the installation can be started in the vehicle. Starting with BMW Operating System 8.5, the installation can also be started remotely via the My BMW App.

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

For vehicles with BMW Operating System X, updates for apps and services can also be delivered via the Software Menu. Following user confirmation, the download and installation proceed in the background. The Software Menu shows the update progress for the central display; updates to the BMW Passenger Screen and the BMW Theatre Screen (if equipped) will install only under certain conditions, for example when the screen is in use. The vehicle remains fully usable during these updates.

Further Information

Prerequisites:
- All vehicles with BMW Operating System X are equipped to receive updated software.
- For vehicles with BMW Operating System 9 or earlier, the possibility to receive updated software depends on the vehicle's hardware and can be checked in the vehicle's ConnectedDrive menu:
  If the menu item "BMW Remote Software Upgrade" is visible, the car is upgradeable via BMW Remote Software Upgrade.
- Under certain conditions, the installation of a new software version may not be possible. This may be for instance due to specific technical requirements (e.g., vehicle condition, battery, etc.) or external circumstances.

How-to activate:
BMW Remote Software Upgrade and Software Update are activated by default, but can be deactivated in the vehicle at any time:
- For vehicles with BMW Operating System 8.5 and earlier, BMW Remote Software Upgrade can be deactivated in the Data Privacy Menu
- For vehicles with BMW Operating System 9, BMW Remote Software Upgrade can be deactivated in the Upgrade Settings
- For vehicles with BMW Operating System X, Software Update can be deactivated in the Data Privacy Menu

- Each installation process must be initiated manually, unless the setting "Auto Update" is activated.

What data will be stored in the vehicle?
For BMW Remote Software Upgrade and Software Update, vehicle data and software update data are stored.

What data will be processed or stored in BMW IT systems?
- For BMW Remote Software Upgrade and Software Update, vehicle data and software update data are processed and stored.
- For roadside assistance in case of critical errors after a BMW Remote Software Upgrade or Software Update, call center agents might contact the customer proactively (e.g. via phone). For this purpose, the customer data stored in his or her ConnectedDrive Account is used and shared with external service providers for the purpose of roadside assistance only, if necessary.

What data will be transferred to 3rd parties?
- For BMW Remote Software Upgrade and Software Update, no data is transferred to 3rd parties.
- In case of an aborted BMW Remote Software Upgrade or Software Update where a Roadside Assistance Call is initiated, vehicle, location and movement data are shared with the 3rd party assistance service. For more details see the Repair and Maintenance service description.

When will data processed be deleted?
Vehicle maintenance information is stored as part of the vehicle maintenance documentation for the life of the vehicle. It will automatically be deleted at the end of the vehicle life cycle.

How much data will be generated/transferred and how often?
BMW Remote Software Upgrade / Software Update requires from 1 up to 10GByte for each download before the installation. Data will be transferred from backend into the car via My BMW APP, WIFI or BMW SIM card. The size of the update is part of the information on the respective update/upgrade.

Repair & Maintenance

Date Revised: 31-October-2024; Version: Release 09/25

Service Description

Repair & Maintenance services provide you with various functions:
Teleservice Call and Smart Maintenance, Service Partner Management, Roadside Assistance Call, Accident Assistance Call, Electronic Service History, Repair History, Remote Diagnosis, as well as Repair and Maintenance Services for Independent Providers.

These functions enable you to receive help if your vehicle has service and maintenance demands, or in the event of accidents and malfunctions. You will get information about your vehicle, its status and relevant maintenance requirements, malfunctions or other vehicle needs (e.g. the expiry of your Service Inclusive contract) via various communication channels. The communication channel depends on the data you have provided us for example during the purchase of your vehicle or booking BMW ConnectedDrive / MINI Connected services, through a workshop visit, or via a customer touchpoint (e. g. the My BMW / MINI App) or which are stored already in our CRM systems. Furthermore, it also depends on the specific vehicle need and its urgency. We may contact you via email, SMS, or phone call, via the My BMW / MINI App (if you have connected your vehicle to your BMW / MINI ID), or directly in your vehicle.

Extended Customer Communication
In order to approach you via the above listed channels and ensure you receive the necessary support, BMW may include a note to review your personal contact data in your service notification in case your customer profile data is not complete.

If you have given your consent to marketing communication BMW enhances the service notifications with attractive service relevant offers. In case you do not want to receive these offers you can adjust your marketing consents in your profile or use the unsubscribe button included in the service notification. After unsubscribing, you will continue to receive non-promotional communications only related to your existing BMW ConnectedDrive / MINI Connected services contract and the service "BMW Teleservices" / "MINI Teleservices".

In Detail

Teleservice Call & Smart Maintenance

Via **Teleservice Call and Smart Maintenance**, BMW provides you with relevant information in the event of malfunctions or service and maintenance demands based on data transmitted by your vehicle. This vehicle data will also be transferred to your preferred service center. BMW or your preferred service center will use this data to take appropriate action according to your specific vehicle needs as follows: In case of regular service or repair requirements, your service center will contact you, for example to schedule an appointment. In cases where remote help is possible, specialists from the Customer Interaction Center will contact and support you quickly and professionally helping you to stay mobile. In case of urgent service requirements, e.g., in case of a breakdown, Roadside Assistance specialists will get in contact with you.

To prevent false or irrelevant service notifications during your vehicle workshop stay, we update the map data in your vehicle with workshop location information.

Furthermore, based on data generated during past workshop visits, BMW updates service relevant information like next service dates or part information of replaced components (e.g. Tire-Identification-Number) over the air. This

enables BMW to prevent sending invalid service notifications and ensures the up-to-date service status of your vehicle.

The service contains different features:

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

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

Remote KeyRead
Provided your given consent, with the Remote KeyRead function the service center is able to request service relevant vehicle data (especially the vehicle identification number, mileage, service requirements, fault messages) remotely and in advance of your workshop appointment. Your service partner uses only information that is strictly required to prepare a short and efficient workshop visit by e. g. analyzing the vehicle demands or order necessary parts in advance.

Service Partner Management
Via Service Partner Management, we initially assign a service center to your vehicle and – if necessary – automatically correct the assignment based on your last service appointments and workshop visits to route maintenance requirements to your preferred service center, which will get in contact with you. You can change your preferred service center manually at any time in the My BMW App / MINI App, within the My BMW / MINI portal or directly in your vehicle. Your service center also can change the assignment upon your request.

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

Accident Assistance Call
Via Accident Assistance Call, you receive help in the event the vehicle identifies a minor accident or damage. In this case, the vehicle notifies you on the control display via which you can directly contact a specialist at BMW Accident Assistance. By starting Accident Assistance Call, all relevant data regarding the accident, including your current

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

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

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

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

Repair and Maintenance Services for Independent Providers
Via Repair and Maintenance Services for Independent Providers, repair and maintenance related services within the European Economic Area (EEA) can be provided by independent providers. To be able to provide you with the following services, your independent provider needs to actively request access to your vehicle data for each service and to be assigned as your preferred independent provider. When you approve this request via BMW CarData, you give your consent for the data transfer to the independent provider.

- Via **Service Partner Services**, your preferred independent provider will automatically receive Teleservice Calls and Smart Maintenance requirements from your vehicle and all relevant data in case your vehicle needs maintenance.
- Via **Breakdown Assistance**, you can contact your independent provider directly from your vehicle. All relevant vehicle data and current position are transferred to the independent provider.
- Via **Accident Assistance**, you can contact your independent provider in case of a minor accident.
- Via **Remote Diagnosis**, independent providers are able to remotely perform a diagnosis to identify the cause of a malfunction in your vehicle with your consent.
- Via **Electronic service history**, the information about all performed services that you have agreed to share is saved in our systems.
- Via **Repair history**, all information regarding repair work as well as parts that have been used is saved in our systems.

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 General Terms and Conditions for use of BMW CarData / MINI CarData. If you have any questions regarding the provision of services or the further processing of data, please contact the independent provider you have chosen.

Further Information

Prerequisites:
- For Teleservice Call, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call and Service Partner Management, an active ConnectedDrive contract, the equipment "Teleservices" (Option Code SA6AE), and an active SIM card are required. Furthermore, the vehicle must be in standard condition meaning without technical

modifications (e.g. engine tuning), must have been serviced or retrofitted according to the manufacturer's specifications and should not be subject to any unusual or rapidly changing conditions of use or ambient conditions.

- Additionally for Smart Maintenance, your vehicle must feature BMW Operating System 7 or newer. Depending on the model and market, your vehicle features the entry "Smart Maintenance" in the data protection menu.

How-to activate:
- Via the data protection menu, data transmission can be activated or deactivated at any time.
- Smart Maintenance needs to be activated by yourself in the data protection menu.
- All other functions are activated by default.

What data will be stored in the vehicle?
- For Teleservice Call, the date of 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.
- For Repair and Maintenance Services for Independent Providers, the transmission date of the last Teleservice Call will be stored in the vehicle. Furthermore, location data and information about the accident will be stored for Accident Assistance.
- To prevent false or irrelevant service notifications during a vehicle workshop stay BMW updates map data in the vehicle with workshop location information.
- To improve on the duration and efficiency of the workshop visit and to prevent incorrect service notifications, BMW updates service-relevant vehicle onboard information based on the conducted services.

What data will be processed at BMW touchpoints?
- The assignment of the service partner can be changed in the My BMW App / MINI App, within the My BMW / MINI Portal or directly in your vehicle.
- Teleservice Call and Smart Maintenance data and all related vehicle information in the event of maintenance requirements, malfunctions or other vehicle needs may be displayed and communicated within the My BMW App / MINI App and via push notification within the My BMW App / MINI App.

What data will be processed or stored in BMW IT systems?
- For Teleservice Call, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call, vehicle information, status and technical data will be stored. For Roadside Assistance Call, Accident Assistance Call and Service Partner Management, location data will be stored additionally.
- For Repair and Maintenance Services for Independent Providers, vehicle data, technical information and location data will be stored (for Service Partner Services, Roadside Assistance Call, Accident Assistance Call and Remote Diagnosis). Furthermore, repair information will be stored (Electronic service history and Repair history).
- BMW processes your personal data to the extent it is necessary for the fulfillment of the BMW ConnectedDrive contract for example to identify the vehicle owner, provide a comprehensive and proactive Client support and to contact in case of vehicle-related services.

What data will be transferred to 3rd parties?
- For Teleservices and Smart Maintenance information about maintenance requirements may be passed on to your preferred service center, which can be selected or commissioned by you
- 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, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call, data is retained until a specific maintenance requirement has been identified and communicated and the processing of all procedures have been completed.

How much data will be generated/transferred and how often?

- For Teleservice Call and Smart Maintenance services, up to 50 KB of data is generated and transferred for each service or maintenance request, or regularly every 28 days or every 1,000 KM. Additionally, map data for workshop locations is updated approximately six times per year or as needed, transferring around 200 KB of data.
- For Remote Key Read, up to 20 KB of data is generated for service-related events, such as preparing a workshop appointment.
- For Service Partner Management, approximately 25 KB of data is transferred each time you search for or update your preferred service partner.
- For Accident Assistance Call and Roadside Assistance Call, less than 50 KB of data will be generated and transferred each time the service is used or when the vehicle engine is turned off.
- For Remote Diagnosis, up to 30 KB of data is generated for each diagnosis request.

Security Assistant

Service Description

Security Assistant provides you with various functions, some of which make use of the Interior and Exterior Cameras of the vehicle:

- Anti-Theft Recorder (Exterior and Interior)
- Drive Recorder
- Interior Camera Function
- Parking Collision Notification and Parking Collision Recorder
- Remote 3D View and Remote Inside View

All details regarding the functionality, benefits, technical details and further information regarding activation, data usage, processing, transfer and deletion with regard to Parking Collision Notification and Parking Collision Recorder are set out below. The details regarding the other services referenced in this service description can be found in other service descriptions, as follows:

Interior-Camera based Services
- Anti-Theft Recorder (Interior)
- Interior Camera Function
- Remote Inside View

Exterior Camera-based Services
- Anti-Theft Recorder (Exterior)
- Drive Recorder
- Remote 3D View

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

In Detail:

With the function Parking Collision Notification all mapped users will receive a notification via the My BMW App in case the vehicle detects a parking collision while the vehicle is parked and locked.

With the Parking Collision Recorder the vehicle will record a short video of the surroundings in case the vehicle detects a parking collision while the vehicle is parked and locked.

Under certain conditions, the detection of parking collision events may be limited or fail. Such limitations could arise from factors like damage to the exterior mirrors, the parking brake not being applied, or the parking damage being relatively minor (e.g., scratches or small dents).

Further Information

Prerequisites:
For Security Assistant, you need a car equipped with Teleservices (Option Code SA6AE), at least BMW Operating System X and an active BMW Digital Premium service or Security Assistant (Option Code SA5E1).

How-to activate:
Parking Collision Notification and Parking Collision Recorder are disabled by default and need to be activated in the vehicle. Only the main user can change the activation status of these services.

What data will be stored in the vehicle?
- For Parking Collision Notification, no data will be stored.
- For Parking Collision Recorder, the video will be stored only in the vehicle and will be available to the users for export.

What data will be processed or stored in BMW IT systems?
For Parking Collision Notification and Parking Collision Recorder, the BMW ID of all mapped users, the car identification number (VIN), timestamp and geolocation of the car at the time of the parking collision detection, as well as the location within the vehicle and the severity of the collision, will be transferred.

What data will be transferred to 3rd parties?
For Parking Collision Notification and Parking Collision Recorder no data will be transferred to 3rd parties.

When will data processed be deleted?
For Parking Collision Recorder, you can delete each video in the app recording menu in the vehicle. You can additionally disable the Parking Collision Recorder and delete all recordings by selecting "Reset to factory settings" in the vehicle menu.

How much data will be generated/transferred and how often?
- When a parking collision is detected, videos are automatically recorded, and a notification is sent through the My BMW App.
- Each incident generates up to 800 MB of recorded data for the Parking Collision Recorder.
- The incident notification generates and transfers less than 1 KB of data for the Parking Collision Notification.

Smartphone Integration

Date Revised: 20-October-2025; Version: Release 03/26

Service Description

Smartphone Integration allows you to connect a compatible smartphone to your car and access third-party services like Apple CarPlay and Android Auto, enabling you to use your smartphone's features directly from your car's interface.

In Detail

With Smartphone Integration, you can access selected apps from your phone directly on your car's interface – whether you use an iPhone with Apple CarPlay or an Android smartphone with Android Auto. You can connect your smartphone wirelessly to make calls, receive, dictate, and send messages, as well as listen to music, podcasts and audiobooks. Depending on the BMW Operating System and your car's equipment, selected navigation and media information from supported apps can also be shown on additional screens of the car. By pressing the voice button on the steering wheel, you can keep your hands on the wheel while using your smartphone's voice assistant.

We are responsible for providing the technical interface within your car. However, Apple and Google are solely responsible for the content, service maintenance, availability, and all functionalities displayed from your Apple iPhone or Android Smartphone via Smartphone Integration. Support for Apple CarPlay and/or Android Auto cannot be guaranteed permanently due to potential future technical developments by third parties (e.g., of the smartphones and/or smartphone operating systems).
When using Apple CarPlay or Android Auto, your smartphone's data plan will be utilized, which may result in additional data charges. For information on potential costs, please contact your mobile network provider.

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

Further Information

Prerequisites:
- Smartphone Integration for Apple CarPlay is compatible with Apple iPhone 5 (for cars equipped with BMW Operating System 8.5 or older) and Apple iPhone 6s and later generations (minimum iOS14 for BMW Operating System 9). Compatibility may be subject to changes, therefore please check: https://www.apple.com/ios/carplay/.
- Smartphone Integration for Android Auto requires a car equipped with a Live Cockpit Plus or Live Cockpit Professional (Option Code SA6U2 or SA6U3) and with BMW Operating System 7 or higher. To use Android Auto wirelessly, you need either a Samsung or Google smartphone with Android 10 or higher or any Android smartphone with Android 11 or higher. The smartphone must support 5-Ghz-Wlan. Compatibility may be subject to changes, therefore please check: https://www.android.com/auto/.

How-to activate:
Configure your device in the "settings" menu of the car in the Bluetooth menu. Bluetooth and Wi-Fi must be activated on your smartphone.

What data will be stored in the car?
Selected car data is processed in the car, e.g., sensor data, car information and input data. Apple CarPlay does not generate or store any data in the car. Android Auto generates a random device ID generated after factory reset, which has no direct relation to customer data and remains with the car.

What data will be processed or stored in BMW IT systems?

No data will be processed in BMW IT systems, all data is directly processed in the car and on your smartphone.

What data will be accessible through Smartphone Integration?
Selected car data is transferred to your smartphone, e.g., sensor data, car information and input data when Smartphone Integration is activated.

What data will be transferred to 3rd parties?
Personal data accessible through Apple CarPlay or Android Auto may be transferred to 3rd parties by the accessing apps on your smartphone, including native apps on the device. BMW does not transfer any personal data to 3rd parties.

When will data processed be deleted?
No data is processed or stored in BMW IT Systems. Any data processed by your smartphone is deleted according to the terms and conditions and privacy notice of the respective app.

Technical Basis

Date Revised: 10-February-2026; Version: Release 07/26

Service Description

Technical Basis includes the following functions:
Anti-Theft Notification, Evaluation of Diagnostic Data, Extendable Car Communications (xCC), Future Mobility Solutions, Improvement of Product Quality, Improvement of Service Quality, MyInfo, Predictive Thermal Management.

In Detail

Via Anti-Theft Notification, all mapped users will receive a notification via the My BMW App in case the alarm system is set off, including the location of the car at this time.

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

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

For the development of Future Mobility Solutions and for individual advice on customer-specific mobility solutions, the individual mobility behavior is transferred to us and analyzed by us.

For Improvement of Product Quality, we use car sensor data and additional usage information to improve product development and service data quality. For cars with BMW Operating System X, we also utilize video recordings from the car's external cameras, limited to 120 seconds per event. Recordings are made only when a clearly defined technical trigger, referred to as trigger event, occurs that is relevant for the development of driver assistance systems. Examples for such trigger events include the activation of the Emergency Brake assistant or detection of obstacles on the roadway by the car's sensors.

For Improvement of Service Quality, we use car sensor data and additional usage information for service optimization and preparation of technical campaigns.

We may share data from Future Mobility Solutions, Improvement of Product Quality, and Improvement of Service Quality in de-personalized form with carefully selected development partners, who may be located outside of your country of residence, or BMW partners.

MyInfo provides the option of transmitting destination addresses, phone numbers and notes from the PC directly to the car via your ConnectedDrive account. Depending on the technical capabilities of the car, you can send addresses directly to your car from the My BMW App, including phone numbers that can be dialed directly in the car to establish a mobile telephone connection.

Predictive Thermal Management helps you reduce the charging time of your car (Battery Electric Vehicle only), by assuring a suitable temperature of the battery. Using this function, you can use the fast-charging potential of the High-Power Charging Stations (HPC) for a satisfying experience with your electric car.

Via Presence Detection, warnings will be triggered if a person or pet is left inside the locked car

Further Information

<u>Prerequisites:</u>
- For all services, you need a car equipped with Teleservices (Option Code SA6AE).
- For Anti-Theft notification, you need a car with at least BMW Operating System 8.5, equipped with Alarm System or Alarm System Plus (Option Code SA302 or SA30A).
- For Evaluation of Diagnostic Data, Future Mobility Solutions, Improvement of Product Quality and Improvement of Service Quality, the service details may differ depending on the technical equipment and capabilities of the car.
- For MyInfo, no prerequisites are necessary. To use MyInfo with Google Maps, you must have a Google account and link your BMW Assist to that account.
- For Presence Detection, you need a car with at least BMW Operating System X.

<u>How-to activate:</u>
- Anti-Theft Notification is deactivated by default and can be activated in the data privacy menu of the car. Only the primary user of the car can activate/deactivate the notification. Furthermore, car tracking must be activated.
- Evaluation of Diagnostic Data is always active when ConnectedDrive is active.
- Extendable Car Communication (xCC) is activated by default.
- Future Mobility Solutions and Improvement of Product Quality and are deactivated by default and can be activated via the data privacy menu in the car.
- Improvement of Service Quality is activated by default and can be deactivated via the data privacy menu in the car.
- MyInfo is activated by default. However, you must activate the Send to Car service in the ConnectedDrive – Remote Cockpit to allow external partners to send requested information directly to your car.
- Predictive Thermal Management is activated by default and can be triggered either by starting a route guidance to a DC charging station, a route optimized for charging or manually via the "Battery Preconditioning" menu or in the My BMW App.
- Presence Detection is activated by default.

<u>What data will be stored in the car?</u>
- For Anti-Theft Notification, no data will be stored.
- For Future Mobility Solutions, no data will be stored.
- For Evaluation of Diagnostic Data, data for the verification of integrity and security will be stored.
- For Extendable Car Communication (xCC), the xCC message will be stored.
- For Improvement of Product Quality and Improvement of Service Quality, car error entries and system status information will be stored.
- For MyInfo, address data will be stored.
- For vehicles with BMW Operating System X, recordings from the car's external cameras are also used to enhance product quality, especially for safety-relevant features such as the Emergency Brake Assistant. BMW employs technical measures to minimize any personal references in this data. Specifically, BMW has implemented technology that automatically obscures, via optical masking directly in the car, any faces of road users and license plates before the data is transmitted to BMW's IT backend. Once the data is successfully transmitted, all temporarily stored information is automatically deleted from the car. Additionally, shortly after transmission, the vehicle identification number is deleted from the backend, ensuring that the collected information can no longer be linked to a specific car.
- For Predictive Thermal Management, the user's preference will be stored if the user is logged in with their BMW ID. If equipped with BMW Operating System 8.5 or lower, these preferences will also be stored for the Guest profile.
- For Presence Detection, the number of warnings, the vehicle identification number (VIN), mileage, system time and the number of deactivations will be stored.

<u>What data will be processed or stored in BMW IT systems?</u>

- For Anti-Theft Notification, the BMW ID of all mapped users, the car identification number (VIN), timestamp and geolocation of the car at the time of the alarm as well as the alarm reason will be transferred.
- For Evaluation of Diagnostic Data, data collected in the car is transmitted in aggregated form to the back end and analyzed there for anomalies specific to the car (car specific technical campaign necessary to restore integrity and security; continuously improve the safety of products and services with pseudonymized data).
- For Extendable Car Communication (xCC), customer and message data will be stored.
- For Future Mobility Solutions, car and movement data will be stored, such as GPS coordinates, seat occupancy, route type, speed, mileage, or the amount of electric driving for Plug-In Hybrid or Electric cars.
- For Improvement of Product Quality and Improvement of Service Quality, car sensor data and usage information, traffic infrastructure data such as road signs and local hazards, position and movement data and sensor status information (e.g., sensor failure) will be stored in de-personalized form in our systems for non-personalized services.
  For personalized services, a customer identification number may be transmitted, together with car context, which are relevant for the respective use case.
- For MyInfo, address data will be transferred to the car.
- For Predictive Thermal Management, activation status of the manual battery preconditioning will be transferred into the Backend and stored for status visualization for the customer. Customer intention regarding activation or deactivation of the function will be processed as well.
- For Presence Detection, the BMW ID of all mapped users, the vehicle identification number (VIN), timestamp and geolocation of the car at the time of the alarm as well as the alarm reason will be transferred.

What data will be transferred to 3rd parties?
- For Anti-Theft Notification, Evaluation of Diagnostic Data, Extendable Car Communication (xCC) and MyInfo, no data will be transferred to 3rd parties.
- For Future Mobility Solutions, car and movement data such as GPS coordinates, seat occupancy, route type, speed, mileage, or the amount of electric driving for Plug-In Hybrid or Electric cars may be transferred to selected development partners for product improvement and development. We may share this data in de-personalized form with carefully selected development partners, who may be located outside of your country of residence, or BMW partners.
- For Improvement of Product Quality and Improvement of Service Quality, anonymized traffic infrastructure data such as road signs and local hazards, position and movement data and sensor status information are transmitted to map providers for the purpose of map building. Furthermore, we may share this data in de-personalized form with carefully selected development partners, who may be located outside of your country of residence, or BMW partners.
- For Predictive Thermal Management, no data will be transferred to 3rd parties.
- For Presence Detection, no data will be transferred to 3rd parties.

When will data processed be deleted?
- For Evaluation of Diagnostic Data, car-specific data, data to perform technical campaigns and to improve products and services will be deleted after completion of the analysis or completion of the campaign.
- For Extendable Car Communication (xCC), recall campaigns, including car data, will be deleted automatically. Analytics will be anonymized.
- For Future Mobility Solutions, data will be automatically deleted or upon customer's request.
- For Improvement of Product Quality and Improvement of Service Quality, logging files of the technical infrastructure are deleted automatically. Personalized data is stored only as long as it is necessary for the respective service.
- For MyInfo, address data stored in the car may be deleted at any time in the corresponding in-car menu. Address data stored in our IT systems will be deleted automatically.
- For Predictive Thermal Management, the data will be deleted automatically when your personal BMW ID is deleted from the car. Furthermore, it is possible to delete all data in the car by resetting the car to factory settings. Backend data related to the function status will be deleted latest after six months.

How much data will be generated/transferred and how often?

- Anti-Theft Notification: When an alarm is detected, a notification is sent via the My BMW App. The notification generates and transfers less than 1 KB of data.
- Evaluation of Diagnostic Data: Dignostic data up to 1 MB of data will be transferred based on vehicle triggers, e.g. CBD messages.
- Future Mobility Solutions: When activated, less than 50 KB of data will be transferred per hour.
- Extendable Car Communication: Each communication transfers less than 1 KB of data.
- Improvement of Product Quality: When activated - depending on actual data collection campaigns - an average of 100 KB of data will be transferred per drive, excluding video data. In cases where the Emergency Brake Assistant is activated or obstacles are detected on the roadway by the car's sensors, a video recording of up to 800 MB of data (maximum 120 seconds) from the car's external cameras is transmitted.
- Improvement of Service Quality: When activated - depending on actual data collection campaigns - an average of 1 KB of data will be transferred per drive.
- My Info: Each My Info transfers less than 1 KB of data.
- Predictive Thermal Management: With each active navigation session less than 10 KB of data will be transferred.
- Presence Detection: With each detection less than 1 KB of data will be transferred.

Vehicle Apps

Date Revised: 18-August-2025; Version: Release 03/26

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:
- 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 can search for destinations and the latest information about them. This function is available for cars up to BMW Operating Systems 6. For cars with BMW Operating System 5 and 6, this function is offered in addition to the destination input within BMW Maps.
- 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 car.
- 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 car.
- Via My Highlights, you can see selected highlights of new features or feature improvements (e.g. for Remote Software Upgrades, the My BMW App, and other Services) that are available to you.
- Via Charging Station and Point of Interest (POI) Feedback, you can submit feedback regarding your experience at the charging stations you used or for POIs you searched for in your navigation system.
- Via Festive App, you receive an occasion-related, temporary staging of a festival atmosphere – combining a video animation on the in-car display accompanied by audio and ambient light effects inside the car (including a notification by the My BMW App).
- Via BMW M Channel, you can immerse yourself in the world of BMW Motorsport directly in your car. Consume exclusive content such as captivating videos, live event streaming and informative articles, and find out more about various BMW products and services.

Further Information

Prerequisites:
- For Vehicle Apps, you need a car equipped with the ConnectedDrive Services Package (Option Code SA6AK) and one of the Connected Packages: Connected Package, Connected Package Plus or Connected Package Professional (Option Code SA6C1, SA6C2, SA6C3/SA6C4), Connected Unlimited or Connected+ Unlimited (Option Code SA6C5/SA6C6).
- For BMW M Channel, you need an active BMW Digital Premium Service and either a car equipped with the M Sport Package (Option Code SA337), or an M Model (e.g., BMW M240i, M340i, M2, M3 etc.).

How-to activate:
You will find this function in your car under apps.

What data will be stored in the car?
For Vehicle Apps, no data will be stored in the car.

What data will be processed or stored in BMW IT systems?
For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app, for example processing of location data for the Weather App.

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, feedback and destinations learned will be transferred to 3rd 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.

How much data will be generated/transferred and how often?
For Vehicle Apps, the respective App will transfer less than 25 KB of data per use.

Video Streaming

Date Revised: 23-May-2025; Version: Release 09/25

Service Description

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

In Detail

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

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

Further Information

Prerequisites:
Video Streaming requires a car with at least BMW Operating System 8.5, plus:
- For BMW Operating System 8.5: A ConnectedDrive Professional Package
- For BMW Operating System 9: An active BMW Digital Premium Service or (in markets without a BMW ConnectedDrive Store) the Connected Unlimited / Connected+ Unlimited Package (Option Code SA6C5 / SA6C6)
- For BMW Operating System X: An active data connection, which can be provided
  o either as part of an active BMW Digital Premium Service (or Connected Unlimited / Connected+ Unlimited Package in markets without a BMW ConnectedDrive Store); or
  o through a personal Wi-Fi hotspot on your mobile device, using your own mobile phone plan.

- For certain content providers, a personal eSIM (Option Code SA6PA) for Video Streaming enablement is required.
- A user account with the respective content provider, if required by the provider.
- Video Streaming is not available for BMW 2-Series Coupé, 3-Series and 4-Series with BMW OS 8.5.

How-to activate:
- With BMW Operating System 8.5 and BMW Operating System X, Video Streaming is activated by default.
- With BMW Operating System 9, Video Streaming is included in the BMW Digital Premium service and activated once the service is activated or (in markets without a BMW ConnectedDrive Store) the Connected Unlimited / Connected+ Unlimited Package is activated.
- If the Personal eSIM is required for the relevant content provider, the associated video streaming content is activated by default as soon as the Personal eSIM is set up.

What data will be stored in the car?
When using services such as: TiVo and YouTube, third-party cookies are stored within the browser cache of the car until the customer deletes them manually. No other personal data are stored in the car.

What data will be processed or stored in BMW IT systems?
BMW processes and stores anonymized data to continuously deliver and improve its service operation.

What data will be transferred to 3rd parties?
Whenever the user enters his or her login credentials via the BMW interface, they will directly be routed and gain access to the applicable service provider's content.

When will processed data be deleted?
For deleting the browser cache data, including cookies, you can either delete your user profile or select "Delete Browser Data" from the YouTube option menu. This action will also automatically remove all data processed in our IT system. Additionally, performing a factory reset on the car will delete this data as well. Third-party cookies are stored in the car's browser cache according to the cookie policy of the third-party content provider, until manually deleted by the user.

How much data will be generated/transferred and how often?
For Video Streaming, on average 2,4 GB of data will be transferred per year.
This amount may vary based on your individual usage behavior, including frequency, duration and vehicle settings/preferences.

Information on Product Data for BMW Passenger Vehicles (the "Product") according to Article 3 (2) Regulation (EU) 2023/2854 ("Data Act")

The Product can generate the following data, depending in particular on settings, optional equipment, and country-specific specifications:

Data type

The vehicle is a set of complex systems and processes a large quantity of data (up to 25 GB per hour of data generated per vehicle / 4 TB of data generated for 8 hours per vehicle; the cameras alone generate 20 to 40 Mbps, and the radar sensors between 10 and 100 kbps). This data is transported within the vehicle between the different Electronic Controller Units (ECUs) to enable driving related vehicle functions as well as convenience or entertainment functions. This data is volatile and typically only available during use of the product. This data is not designed to be retrievable.

Data regarding maintenance requirements, component wear or technical errors, which may occur during normal operation of the vehicle, will be persistently stored in the vehicle ECUs and made available for vehicle diagnostics via the standardized On-Board Diagnostic (OBD) interface. This product-related data is designed to be retrievable and linked to the Vehicle Identification Number (VIN).

Data format

Product Data available via OBD is in a standardized format.

Estimated volume and frequency

- Depending on vehicle type and usage, the Product Data volume can vary. The Product is capable of generating certain Product Data continuously and in real-time or with appropriate frequency, as applicable.

Data storage and retention

- The Product is capable of persistently storing Product Data on-device and optionally on a remote server (see Related Service information).

  o Internal vehicle storage: In particular maintenance requirements, component wear, technical errors.
  o Backend: Parts of Product Data may also be stored in BMW IT backend systems.

  o The retention period of the data depends on the type of data and the type of service. Data stored in the vehicle will typically be deleted during a service visit at a dealership. Other Product Data, including data stored in the backend, will be retained from 30 days up to the lifetime of the product.

Data access and retrieval, terms of use

The customer can access and retrieve certain Product Data directly from the Product via OBD or indirectly from BMW backend systems by adhering to the General Terms and Conditions for Use of BMW CarData (https://www.bmw.com.mt/en-mt/mybmw/api/policy/download/CARDATA_TAC) and the following instructions:

- Depending on the type of service, data stored in the backend is linked to the VIN. BMW CarData can be used to access the Product Data once remotely available in the backend. BMW will provide a download link for archive data and an API solution for real-time data. A third party can request the data per VIN and the vehicle holder must then agree to this request. Personal data will only be shared upon authorization by the vehicle holder.
- The customer can also request personal data from BMW customer support, as per Regulation (EU) 2016/679 (General Data Protection Regulation).

Quality of service

BMW strives to provide access to Product Data stored in BMW backend systems at all times. Occasional downtimes may occur due to unavoidable events such as technical maintenance.

Information on Related Service Data for BMW ConnectedDrive (the "Related Service") according to Article 3 (3) Regulation (EU) 2023/2854 ("Data Act")

BMW can obtain Product Data and Related Service data as follows:

Nature of data

BMW offers certain connected features and services to the vehicle customer with BMW ConnectedDrive (for details see Terms and Conditions and Privacy Policy). This package includes services like driver assistance, safety and comfort as well as entertainment and infotainment features. Vehicle and customer functions may be extended by BMW functions (e.g. Repair and Maintenance Information, Quality Assurance) and legally required data collections. Data collected by vehicle and BMW functions is linked to the VIN, data collected by user functions such as the MyBMW App is linked to the BMW ID of the user. BMW differentiates between these datasets due to the interplay between Data Act and Regulation (EU) 2016/679 (General Data Protection Regulation).

BMW ConnectedDrive contract: Duration and termination

BMW ConnectedDrive is offered as an optional contract to the customer and covers all connected data processing of a Connected Vehicle.

The duration of the BMW ConnectedDrive contract between the customer and BMW is unlimited until termination.

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

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

Data format

Related Service Data is available via download as PDF, XML, JSON, CSV or API solution for real-time data.

Estimated volume

Depending on service and usage (based on the selected use cases), from 1 KByte to several MByte per hour. For details regarding a specific service see the service descriptions which are part of the BMW ConnectedDrive Terms and Conditions / Privacy Policy.

Collection frequency

Related Service Data is sent from the vehicle to a remote server (BMW backend) via secure mobile network connection. These transmissions can be event-based or continuous – even at higher frequencies – depending on the service used and settings in the Data Privacy Menu of the vehicle.

Data storage and retention

Readily available Related Service Data is stored in the backend. The retention period of the data varies and depends on the type of data. It can range from a minimum of 7 days up to 10 years. For details regarding a specific service see the service descriptions which are part of the BMW ConnectedDrive Terms and Conditions / Privacy Policy.

Data access, retrieval and deletion

Depending on the type of service, data stored in the backend is linked to the Vehicle Identification Number (VIN) or to the BMW ID of the Customer.

- BMW CarData can be used to access the VIN related Product Data as well as Related Service Data once remotely available in the backend. BMW will provide a download link for archive data and an API solution for real-time data. A third party can request the data per VIN and the vehicle holder must then agree to this request. Personal data will only be shared upon authorization by the vehicle holder.
- The customer can also request personal data linked to his BMW ID from BMW customer support (https://www.bmw.com.mt/en/more-bmw/customer-support.html), as per General Data Protection Regulation. Deletion of VIN or BMW ID related data can also be requested via BMW customer support.

Purposes of data use

BMW uses readily available data for

a. performing any agreement with the customer or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analyses, financial projections, impact assessments, calculating staff benefit);
b. providing support, warranty, guarantee or similar services or to assess the customer's, BMW's or third parties' claims (e.g. regarding malfunctions of the Vehicle) related to the Vehicle or Services;
c. monitoring and maintaining the functioning, safety and security of the Vehicle or Services and ensuring quality control;
d. fulfilling sales, service and administrative processes;
e. conducting marketing communications and market research;
f. improving the functioning of any product or service offered by BMW;
g. developing new products or services, including artificial intelligence (AI) solutions, by BMW, by third parties acting on behalf of BMW (i.e. where BMW decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);
h. aggregating these Licensed data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to BMW from the Vehicle to be identified or allow a third party to derive those data from the dataset; and
i. fulfilling legal obligations.

Data holder and means of communication
Prospective data holder: Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany; court of registration: Munich HRB 42243 ("BMW"). The BMW ConnectedDrive customer hotline will be happy to answer customer questions. Contact details on the BMW ConnectedDrive customer portal for each country can be found at: https://www.bmw.com.mt/en/more-bmw/customer-support.html

Data Sharing with third parties
The customer can approve and end data sharing with a third party by means of BMW CarData. The third party can request the data via BMW CarData per VIN and the vehicle holder must then agree to this request. No personal data will be shared without authorization by the vehicle holder.
Complaints
Each EU Member State has designated one or more competent authorities to be responsible for application and enforcement of the Data Act. Without prejudice to any other administrative or judicial remedy, the customer has the right to lodge a complaint with the relevant competent authority in the Member State of its habitual residence, place of work or establishment if the customer considers that its rights under the Data Act have been infringed. Please note that the tasks and powers of the competent authorities may vary among Member States.

Trade Secrets

BMW is the holder of various trade secrets that may be contained in the Product Data or Related Service Data. As applicable, data protected as trade secrets as defined in the Trade Secrets Directive (EU) 2016/943 and the identity of the respective trade secret holder (incl. BMW's affiliates or third parties) are set out in the Telematics Data catalogue: https://www.bmw.com.mt/en-mt/mybmw/public/cardata-telematic-catalogue