



## **Terms & Conditions**

### **BMW Connected Drive**

Date Revised: 04-November-2024; Version: Release 03/25

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

1.1 BMW New Zealand Limited, 33 Broadway, Newmarket, Auckland 1023, New Zealand, (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"). BMW may from time to time provide the Services with the assistance of members of the BMW Group which are its related companies (as that term is defined by the Companies Act 1993 (each a "BMW Group company").

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 with an active BMW Digital Premium Package have access to a third-party app store (hereinafter "3rd Party Store") featuring certain content provided not by BMW, but by 3rd Party Providers. 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 a 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 a Service is 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 or upon the delivery of the Vehicle (whichever occurs later).

1.5 The customer receives a declaration of acceptance for the Services that are included with the Vehicle purchase in addition to the order confirmation. The customer receives a separate declaration of acceptance for the Services ordered after purchase/delivery 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 A SIM card is installed in the Vehicle during original production. It may be deactivated at the request of the customer at any time by an authorised BMW dealer, a BMW subsidiary or an authorized BMW workshop. The deactivation of the SIM card disables all Services.

- 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) 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.

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

2.1 BMW (or a BMW Group Company) 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 their 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 is conditional upon the following: a current, valid 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 subscription;
- b) a BMW ID user 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) Third party app providers 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 in New Zealand dollars including GST.
  - 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 Subscription, 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; and
  - 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 third party developers or licensors (hereinafter "Content Providers"). The 3rd Party Store and Content are provided for information and entertainment purposes.
- 3.7 The customer's use of the Content will be subject to separate terms between the customer and the relevant Content Provider, and BMW is not party to these terms. 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 deactivating or updating 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 (if applicable)

Pursuant to Articles 11 and 12 of the Regulation (EU) 2022/2065 (hereinafter the "DSA"), the mailing list [appstore-dsa@list.bmw.com](mailto: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 (if applicable)

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 (if applicable)

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 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 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.
- 4.6 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 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).
- 4.7 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.
- 4.8 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, BMW may repeat the Remote Action once it becomes feasible to do so.

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

## **5. Use of the Services**

- 5.1 The customer may not use the Services for illegal purposes and will ensure that third parties do not do so either. The customer is not entitled to pass on the data and information received within the use of the Services to third parties for commercial purposes or to process them further.
- 5.2 The customer bears the costs of misuse of Services, and BMW accepts no liability in connection with appropriate use of the Services including use that is not in accordance with the BMW ConnectedDrive contract.
- 5.3 The BMW ConnectedDrive contract between BMW and the customer as well as the Services ordered 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. BMW makes offers of these additional Services via the BMW Store to customers in New Zealand whose vehicle was originally sold in New Zealand but does not offer such Services to vehicles that have been imported into New Zealand after their original supply by the manufacturer (for instance, vehicles referred to as "grey imports") due to system incapability.
- 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 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) A binding order between BMW and the customer for the supply 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, or if already concluded immediately terminate, an order for Services 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 ordered, 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. The same applies to Content from the 3rd Party Store.

#### 6.5 Payment

a) The stated prices are New Zealand Dollar (NZD) prices including Goods and Services tax and other statutory charges (if applicable).

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

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

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

### 7. Sale or permanent transfer of the vehicle

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 his/her Vehicle to a third party.

7.2 If the Vehicle is sold or permanently transferred to a third party, the customer must end the link between the Vehicle and his/her user account via the My BMW Portal and delete all personal data stored.

7.3 The customer is obliged to inform the third party to whom he/she sells or permanently transfers his/her Vehicle of all active and deactivated Services.

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

8.1 The BMW ConnectedDrive contract applies unless terminated by the customer or BMW.

The customer may 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 may terminate the BMW ConnectedDrive contract with a one-month notice period. In this case, 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.

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 or as otherwise stated in the BMW Store when ordering the relevant Service.

8.3 A Service with limited duration ends with the expiry of its term. If offered by BMW, the customer can renew such Service for a new 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 with effect from the date of the next due payment;
  - b) immediately by BMW if a customer has not fulfilled a due payment obligation due to the expiry of their means of payment and BMW had previously notified the customer of the upcoming expiry and its consequences at least [four weeks] in advance; the fifth subsection of the section "Booking additional Services via the BMW Store" shall remain unaffected; or
  - c) except in the cases contemplated by b) above, by BMW in accordance with applicable laws if a customer has not fulfilled their due payment obligation.
- 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 the right to any reimbursement by BMW.
- 8.7 Services can be deactivated by the customer at any time by having the SIM card deactivated, thereby ending the obligation of BMW to provide affected Services without the right to any reimbursement by BMW in relation to 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 and the NZ Ministry of Foreign Affairs and Trade)). Such right can only be exercised, if BMW is no longer permitted to provide the respective Services to or to continue the BMW ConnectedDrive contract with the customer. To the extent the respective Services have already been paid by the customer, the customer is entitled to claim an adequate refund regarding the unused/cancelled Service provided that BMW has received the approval from the competent authority (to the extent required under the applicable sanctions) , provided that BMW's liability to the customer in such a situation will be limited a maximum of any amounts actually paid by the customer to BMW for the suspended, cancelled or terminated Services.

## **9. Contact**

- 9.1 The BMW customer service can be reached at [cdsupport\\_nz@bmw.co.nz](mailto:cdsupport_nz@bmw.co.nz). The BMW ConnectedDrive hotline is available from Monday to Friday from 08:30 to 18:30 hours under +64 9573 2918.
- 9.2 BMW is unable to provide support for 3rd Party Store Content (i.e. third-party applications). Please refer to the respective contact information provided within the 3rd party application.

## **10. Liability**

- 10.1 The customer remains entitled to any statutory rights and remedies that are available to them, including under the Consumer Guarantees Act and FairTrading Act. No provision of the BMW ConnectedDrive contract shall exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified.

- 10.2 BMW accepts no liability for the accuracy and relevance of the data and information transmitted via the Services and/or the nature, content or availability of Content transmitted via the 3rd Party Store.
- 10.3 To the extent possible under applicable laws and regulations, 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.
- 10.4 To the extent possible under applicable laws and regulations, BMW's liability in connection with a Service (including in relation to breach of contract, negligence, or breach of a statutory guarantee) is limited to an obligation to supply the Services again, or the payment of the costs of having the Services supplied again.
- 10.5 To the extent possible under applicable laws and regulations, neither BMW nor the customer will have any liability arising out of the BMW ConnectedDrive contract or in connection with the Services for any special, punitive, indirect or consequential loss or damage, including any loss of profit, loss of anticipated savings, loss of goodwill, internal administrative costs or loss of bargain.
- 10.6 The personal liability of BMW's legal representatives, vicarious agents and employees for damage caused by them is also limited to the extent described in the preceding sections of this clause 9.

## **11. Data processing and security**

- 11.1 BMW collects, stores and uses personal information of its customers to the extent necessary to provide the respective Service and 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 information can be viewed in the separate Legal Notices on Data Protection.
- 11.2 BMW will, collect, use, disclose and handle customers' personal information in accordance with its Privacy Policy, which is available at [https://www.bmw.co.nz/en/integration/terms\\_and\\_conditions/privacy\\_policy.html](https://www.bmw.co.nz/en/integration/terms_and_conditions/privacy_policy.html) or by calling 0800 639 269. This may include sharing your personal information with other BMW Group Companies, authorised BMW or MINI dealers or other third parties associated with BMW, such as our service providers. These parties may be located outside New Zealand, including in Australia, Germany, The Philippines and the United States of America. BMW's Privacy Policy also contains information about how you can make access or correct your personal information, make a privacy complaint, and the extent to which we disclose personal information to overseas recipients.
- 11.3 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, it is the customer's responsibility to inform other vehicle users about the processing of their personal information, e.g. by referring to the Legal Notices on Data Protection.
- 11.4 If the customer does not provide their correct personal information BMW may not be able to provide a Service.

## **12. Right to modify**

- 12.1 BMW reserves the right to modify the scope of the BMW ConnectedDrive contract, if the 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 where those operational reasons do not unfairly prejudice the interests of the customer.

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 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.

- 12.2 A corresponding right to modify applies to non-essential amendments to the Terms and Conditions. Any such amendments shall be published at least six weeks before their intended date of entry into force. If the customer has agreed an electronic communication channel with BMW (e.g. via the BMW ConnectedDrive customer portal My BMW Portal), the amendments can also be communicated in this way. They become part of the Terms and Conditions if the customer does not expressly object to BMW before the intended date of entry into force of the amendments. BMW will expressly inform the customer of the consequences of not objecting to the amendments in its offer to modify the Terms and Conditions.
- 12.3 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.

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

- 13.1 The BMW ConnectedDrive contract and these Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand excluding the provisions of the United Nations Convention on Contracts for International Sale of Goods and any such conflict of law rules which would require the application of any laws other than the laws of New Zealand.
- 13.2 The exclusive jurisdiction for disputes arising out of or in connection with the BMW ConnectedDrive contracts or these Terms and Conditions, as well as all and any rights and duties arising out of same, is with the competent courts in New Zealand.

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

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

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

- BMW; MINI Snapshot
- BMW; MINI [BMW Maps / 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 [Remote Software Upgrade](#)
- BMW; MINI [Repair & Maintenance](#)
  - BMW; MINI Teleservice Call
  - BMW; MINI Smart Maintenance
  - BMW; MINI Repair & Maintenance Services for Independent Providers
- 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 [Vehicle Apps](#)
- BMW; MINI [Video Streaming](#)

## BMW Digital Premium

Date Revised: 12-February-2024; Version: Release 07/24

### 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.

BMW Digital Premium always includes i.a. access to a third-party app 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 (including streaming features, if any) via the SIM card already installed in your BMW.

Please note that each Service and its functions depends on availability and legal restrictions in force in the vehicle's location of use.

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.

Please consider the laws, regulations and road rules that are effective in the place of the vehicle's use to ensure that use of any applications acquired from the third-party app store is permitted. In particular, BMW strongly recommends that such applications not be used if doing so may distract the driver of the vehicle or other road users, and not while the vehicle is not stationary.

### Further Information

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

# BMW Maps

Date Revised: 25-February-2024; Version: Release 07/24

## Service Description

BMW Maps provides you with various navigation services and functions:

Learning Navigation, Map Display, Map Update, Destination Input, Routing and Real-Time Traffic Information (RTTI).

## In Detail

Learning Navigation transfers your mobility behavior (departure location, departure time, routes, destinations, and arrival time) to BMW to determine your habits. This allows the navigation system to learn the typical routes you follow to your destinations and when you drive them. The data is used to suggest the most likely destinations for regular journeys in the navigation system. It also takes your personal routes into consideration to predict typical journey times and inform you about any abnormal travel times at the beginning of your journey. This is also enabling further functions in the My BMW mobile application such as Commute Notifications. The data is only collected 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 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.

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.

RTTI keeps an eye on the current traffic situation for you. You will receive suggested alternative routes to save time – a prompt and automatic service. As a result, you are kept up to date on the traffic situation. Whatever the road conditions, RTTI will inform you in almost real-time about traffic delays and their likely duration, calculating when you will reach your planned destination. Hazard Preview is an additional feature that can alert you and other cars equipped with RTTI, in advance in the event of an accident or adverse weather conditions. Hazard Preview draws on different data sources such as anonymous car sensor data gathered from other road users.

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., colored visualizations for RTTI, 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).

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

## Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"> <li>For Learning Navigation, you need a car equipped with BMW Operating System 7 or higher, and you must be logged in with a user account.</li> <li>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.</li> <li>If equipped with BMW Operating System 9, all BMW Maps functions require an online data connection via streaming.</li> <li>For Destination input using the full amount of available data and the enrichment of Map Display, you need an active RTTI contract, a Live Cockpit Plus or Live Cockpit Professional (Option Code SA6U2 or SA6U3).</li> <li>For Routing, you need an active RTTI contract, a Live Cockpit Plus or Live Cockpit Professional (Option Code SA6U2 or SA6U3) and a software version later than 07/20.</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>Learning Navigation must be activated through the privacy settings menu and is, by default, not activated.</li> <li>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.</li> <li>Routing and RTTI are active by default.</li> </ul>
<u>What data will be stored in the car?</u>	<ul style="list-style-type: none"> <li>For Learning 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.</li> <li>Map Update: For Over-the-Air Map Update, USB Map Update and USB Map Portal the downloaded map material is stored in the car.</li> <li>The Navigation stores previous navigation destinations, favorite destinations, search entries and navigation settings. Downloaded driving assistance map data is stored.</li> <li>For Routing, personal route settings are stored in the car.</li> <li>For RTTI, no personal data is stored in the car.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>For Learning 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.</li> <li>For Map Update, the vehicle identification number (VIN) and your selected region are stored.</li> </ul>



	<ul style="list-style-type: none"> <li>• If equipped with BMW Operating System 9, the vehicle identification number (VIN) and country are stored.</li> <li>• 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.</li> <li>• 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.</li> <li>• For RTTI, position and movement data, sensor data measuring car state and environmental conditions is processed. For example, the turn indicator state can be used to identify the exact lane position of the car. Data used to display traffic and parking information are processed at regular intervals with or without an active routing process. Data used to generate traffic and parking information are generated depending on the situation, e.g., if the system detects a traffic jam or hindrances, the general position and movement data is collected continuously (and technically inhibited from mapping the data to a certain individual).</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For Learning Navigation, Map Display, Map Update, Destination Input, Routing and RTTI, data is transferred to external partners that are carefully selected and operate under BMW contract to fulfill the service. This data is without any direct reference to your person so that external partners are unable to re-identify a BMW customer.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• Learning 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.</li> <li>• 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.</li> <li>• For Routing and RTTI, data will be stored without any direct reference to your person and deleted automatically.</li> <li>• 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.</li> </ul>

## Call Services

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

### Service Description

The Customer Hotline is an 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.

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

### Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>For all Call Services, you need a vehicle equipped with Teleservices (Option Code SA6AE).</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>All Call Services are activated by default.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>For Customer Hotline, no data will be stored.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>For Customer Hotline, voice calls may be recorded for quality assurance purposes, if you consent to it. Depending on your request, further data may be stored (e.g., live vehicle data including position). The vehicle data is a necessary information for analyzing your issues (e.g., connectivity, navigation issues)</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>For Customer Hotline no data will be transferred to 3rd parties.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>For Customer Hotline, data will be processed and deleted latest after 28 days, or on request earlier.</li></ul>

## Concierge Services

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

### Service Description

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

### In Detail

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

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

### Further Information

<u>Prerequisites:</u>	For Concierge Services, no prerequisites are required.
<u>How-to activate:</u>	Concierge Services are automatically active once the product is purchased.
<u>What data will be stored in the vehicle?</u>	For Concierge Services, requested POIs including details are stored (location and movement, account and vehicle information).
<u>What data will be processed or stored in BMW IT systems?</u>	For Concierge Services, you are connected to the call center when you push the call button in your vehicle. The vehicle's identification, location, and if route guidance is activated, the selected route may be transmitted to the service providers commissioned by us to provide the service. Location and movement data and account and vehicle information are stored.
<u>What data will be transferred to 3rd parties?</u>	For Concierge Services, data may be transmitted to the service providers commissioned by us to provide the Service.
<u>When will data processed be deleted?</u>	For Concierge Services, personal data in our IT systems will only be used to provide the service and will then be deleted. You may delete the data stored in the vehicle at any time.

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## Connected E-Mobility

Date Revised: 08.10.2024; Version: Release 03/25

### 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

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

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

### Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>• Charge Management is only available for electrified vehicles in combination with active eDrive Remote Services.</li><li>• Remote Charge Management is only available for compatible electrified vehicles. It cannot be determined in advance whether an individual vehicle is compatible with Remote Charge Management. You need a contract with a supported third-party provider and link this contract to your vehicle.</li><li>• Public Charging functions are only available for electrified vehicles.</li><li>• eDrive Services are available for electrified vehicles only.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• 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</li></ul>

	<p>Management, it is also necessary to provide specific data for each individual charging point of the customer.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Public Charging is active by default. To display the current electrical range via map, you must activate "Range". To display tariff information, you must select at least one tariff.</li> <li>• eDrive Services are activated by default. To activate range map, the map direction of your navigation must be set to north or driving direction (not in perspective).</li> </ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>• For Charge Management, GPS position, state of charge and charging settings will be stored.</li> <li>• For Remote Charge Management, GPS position, state of charge and charging settings will be stored.</li> <li>• For Public Charging, data regarding charging stations and navigation information will be stored.</li> <li>• For eDrive Services, data will be stored regarding charging status, charging map, range map, the latest/current range map and charging POI information.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• For 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).</li> <li>• For Remote Charge Management, we process GPS position, state of charge, charging settings and user defined region.</li> <li>• For Public Charging, we process data regarding charging proposal, charging cost estimate and details regarding charging data.</li> <li>• For eDrive Services, we process data regarding charging map, range map and regarding analyzing your driving style.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For 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.</li> <li>• For eDrive Services, we share data regarding consumption speed curves, current position, remaining electrical range and range map data with service providers to create a range map. We use anonymized data to calculate average consumptions. We share such anonymized data with all users with compatible vehicles within the eMobility Community.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• For 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.</li> <li>• For Remote Charge Management, we will automatically delete your data at the end of the charging session.</li> <li>• For Public Charing, we automatically delete your data.</li> <li>• For eDrive Services, we store a range map for one lifecycle. You can delete the eMobility data in the respective app. We will automatically delete your data, when your ConnectedDrive contract expires.</li> </ul>
<u>Liability Charge Management</u>	<p>Charging costs and amount of charged energy calculated are forecasts. Such forecasts may differ from the actual charging process, the actual costs charged by the electricity provider or regarding an actual cost saving. 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.</p>

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

Date Revised: 28-September-2023; Version: Release 03/24

### 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.

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

### Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>For Connected Music, you need a vehicle with BMW Operating System 7, 8 or 8.5 and an account with our music partner.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>If you have a premium account with our music partner, you can login to Connected Music with your existing music streaming account.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>For Connected Music, auto-login data, anonymized statistics, and performance relevant data are processed and stored to guarantee proper service operation.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>For Connected Music, account and vehicle information, music provider specific data and anonymized usage statistic (if activated by the customer) are processed and stored.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>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.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>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.</li></ul>

# Connectivity

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

## Service Description

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

## In Detail

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

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

## Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>Connectivity services require a vehicle equipped with Teleservices (Option Code SA6AE), an active ConnectedDrive contract and a BMW ID.</li><li>For Personal eSIM, you need a vehicle equipped with Personal eSIM (Option Code SA6PA). Furthermore, you need a mobile phone contract that supports the service. Whether a specific tariff of the participating mobile network provider supports this service, has been specified in the mobile phone contract. Please consult your mobile network provider in case of doubt. To connect with non-participating mobile network providers, a Bluetooth eSIM reader is required.</li><li>For vehicles with at least BMW Operating System 8, Personal eSIM includes a personal WLAN Hotspot, for which the mobile data is routed via the Personal eSIM.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>Personal eSIM is switched off by default. Activation and service management can be reactivated or changed using the corresponding front ends. Activation is carried out by the mobile network provider.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>For Personal eSIM, authentication information, contact and account data will be stored.</li></ul>
<u>What data will be processed at BMW touchpoints?</u>	<ul style="list-style-type: none"><li>For Personal eSIM, authentication data, phone data, vehicle and account data will be processed.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>For Personal eSIM, authentication information, contact and account data will be stored.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>For Personal eSIM, authentication information and SIM card data is exchanged with your mobile phone provider to activate and operate the service.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>For Personal eSIM, data stored at our backend is automatically deleted when the service is deactivated. Data in the vehicle is automatically deleted when the service is deactivated, or your personal BMW ID is deleted from the vehicle. Furthermore, it is possible to delete all data in a vehicle by resetting the vehicle to factory settings.</li></ul>



# Digital Key

Date Revised: 18-June-2024; Version: Release 11/24

## Service Description

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

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

## Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>• A compatible vehicle with Comfort Access (Option Code 322) or Digital Key (Option Code 3DK), enabled Teleservices (Option Code 6AE) and a compatible smartphone are required.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• For first-time use of the Digital Key, an online connection of your vehicle and smartphone is required. The physical keys need to be present in the vehicle for initial setup.<ul style="list-style-type: none"><li>◦ Setup – Option 1: Download the My BMW App, connect your vehicle with your BMW ID (mapping), follow the steps in the App to setup the Digital Key.</li><li>◦ Setup – Option 2: 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.</li></ul></li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• Vehicle and authentication data will be stored.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>• Vehicle and key identification information are stored in the BMW IT systems.</li><li>• Regarding all services, we process your personal data according to the ConnectedDrive data protection notices.</li></ul>
<u>What data will be processed or stored on the smartphone?</u>	<ul style="list-style-type: none"><li>• Vehicle, account, and key identification information will be stored on the smartphone.</li></ul>

<u>What data will be used to provide the service?</u>	<ul style="list-style-type: none"> <li>• Vehicle, identification, account, key, and device data will be stored.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• The following data is submitted to the Digital Wallet of the user (Apple iOS, Google Android, or Samsung Wallet) in order to store the Digital Key(s) securely in the Wallet: Vehicle, key, device, and account identification information.</li> <li>• In case of theft of your vehicle, we will list active keys at the time of theft upon request of the investigating authorities to help solving the case.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• Keys can be deleted on the smartphone of the vehicle owner (main key and 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.</li> </ul>

# Emergency Call Service

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

## Service Description

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

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

## In Detail

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

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.

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.

### IMPORTANT INFORMATION

The availability of the Intelligent Emergency Call function depends on the availability of telecommunications spectrum in the location of use. If compatible spectrum (3G or 4G depending on the production date and specification of the relevant vehicle model) is not available, the Emergency Call Service will not function.

Your purchased Emergency Call Service is available in the country in which it has been activated. However, the availability of the functions may differ when your vehicle crosses country borders. When leaving the country where the Emergency Call Service has been activated be aware that it is possible that no eCall functionality 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

<u>Prerequisites:</u>	For the Emergency Call Service, there are no system prerequisites, however the Emergency Call Service relies on the availability of compatible telecommunications spectrum and will not function in its absence.
<u>How-to activate:</u>	The Emergency Call Service is already activated when the vehicle is handed over to the customer.

<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>• For Intelligent eCall, location data and crash details are stored in the vehicle.</li> <li>• For PSAP eCall no data will be stored in the vehicle.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• For Intelligent eCall, the BMW Call Center agent automatically receives location data, vehicle, and passenger information. The comprehensive technical information about the Intelligent eCall will be stored for 30 days in the IT systems to enable customer support. The call center may store voice recordings for up to 24 hours in order to provide meaningful information to parts of the rescue chain in case of immediate queries directly related to the specific Emergency Call.</li> <li>• For PSAP eCall, no data is processed or stored.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For Intelligent eCall, data like current location and alert may be transferred anonymously to 3<sup>rd</sup> party traffic providers to help warn other road users of an incident and potential changes in traffic. The user's request as well as the necessary data will be transmitted to service providers commissioned by BMW to perform the service.</li> <li>• For PSAP eCall, no data is transferred to 3<sup>rd</sup> parties.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• For Intelligent eCall, data will be retained until all procedures have been completed. The data stored will then be deleted. Data stored in the vehicle will be overwritten automatically with the next start of the vehicle.</li> </ul>

## **Exterior Camera-based Services**

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

### **Service Description**

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

Please note that recordings and the use of recordings for all functions depends on the legal regulations (such as data protection provisions) in effect in the location of use. 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. BMW expressly does not represent that the exterior camera-based services are permitted for use in all locations, and recommends that you check and consider the laws, regulations and road rules that are effective in the place of the vehicle's use before using the respective function for the first time and at regular intervals.

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.

You can also manually trigger permanent storage of a short video for personal purposes, for example driving on a private racetrack or recording a scenic landscape. Please note that depending on the country of use, recordings may only be permitted for personal purposes and/or on private property. The type and scope of the recordings depend on the active customer settings. The short videos can be watched on the vehicle onboard display and be exported by any user with access to the vehicle.

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

## Further Information

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

# BMW Intelligent Personal Assistant

Date Revised: 29-October 2024; Version: Release 03/25

## 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).
- 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).

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

## Further Information

<u>Prerequisites for cars with BMW Operating System 7:</u>	<ul style="list-style-type: none"><li>• For Voice Interaction, the Connected Package service must be purchased to process voice commands online.</li><li>• For In-Car Experience:<ul style="list-style-type: none"><li>○ For Experience Modes, you need a Live Cockpit Professional (Option Code SA6U3) plus In-Car Experience via Connected Package Professional (Option Code SA6C3/SA6C4)</li></ul></li></ul>
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	<p>and the relevant minimum hardware options (Ambient Light, Seat Heating for driver and front passenger, Automatic Air-Conditioning).</p> <ul style="list-style-type: none"> <li>○ 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.</li> <li>• 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).</li> </ul>
<u>Prerequisites for cars with BMW Operating System 8 and 8.5:</u>	<ul style="list-style-type: none"> <li>• BMW Intelligent Personal Assistant is part of Live Cockpit Plus (Option Code SA6U2) and Live Cockpit Professional (Option Code SA6U3).</li> </ul>
<u>Prerequisites for cars with BMW Operating System 9 and newer:</u>	<ul style="list-style-type: none"> <li>• 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 subscription of BMW Digital Premium or (in markets without a BMW ConnectedDrive Store) via the Connected Unlimited / Connected+ Unlimited Package (Option Code SA6C5 / SA6C6).</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• For cars with BMW Operating System 9 and newer (depending on country availability), Voice Interaction requires the finalization of the BMW Intelligent Personal Assistant setup, which can be started manually by pressing the voice control button. Afterwards, online voice processing is activated permanently.</li> <li>• For In-Car Experience, you must activate the function in the car's interactive display or via speech command.</li> <li>• 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.</li> </ul>
<u>What data will be stored in the car?</u>	<ul style="list-style-type: none"> <li>• 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).</li> <li>• For In-Car Experience, single functions and experience selections are stored (only for Experience Mode).</li> </ul>



	<ul style="list-style-type: none"> <li>For Intelligent Functions, identification, configuration, and operation data are stored. This includes interaction data with suggestions and tips.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>For Voice Interaction, we store and/or process the vehicle identification number (VIN), location data such as car position, navigation route and estimated time of arrival, personal points of interest, spoken text recognized by the function, configuration, and dialog flow.</li> <li>For In-Car Experience, no data will be stored.</li> <li>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 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.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>For Voice Interaction with online voice processing, we pass on audio files to our service provider of the voice technology service 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.</li> <li>For In-Car Experience and Intelligent Functions, no personal data will be transferred to third parties.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>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.</li> <li>For In-Car Experience, your settings are stored in the car until you end the program.</li> <li>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.</li> </ul>

## Interior Camera-based Services

Date Revised: 14-June-2024; Version: Release 11/24

### 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 recordings and the use of recordings for all functions depends on the legal regulations (such as data protection provisions) in effect in the location of use. 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. BMW expressly does not represent that the Exterior Camera-based Services are permitted for use in all locations, and recommends that you check and consider the laws and regulations that are effective in the place of the vehicle's use before using the respective function for the first time and at regular intervals.

### In Detail

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

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.

Please note that each Service and its functions depends on availability and legal restrictions in force in the vehicle's location of use.

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.

Please consider the laws, regulations and road rules that are effective in the place of the vehicle's use to ensure that video streaming is permitted. In particular, BMW strongly recommends that the interior camera not be used if doing so may distract the driver of the vehicle or other road users.

### Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>For Interior Camera-based Services, you must add your vehicle to your ConnectedDrive account. Your vehicle must be in a location where the use of this function is legally permitted.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>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.</li></ul>

<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• For Interior Camera Function, Data is stored in the vehicle, assigned to the BMW ID or a driver profile.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• For Interior Camera Function, no data will be stored.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For Interior Camera-based Services, no data will be transferred to 3<sup>rd</sup> parties.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• For Interior Camera Function, you can delete individual data in the vehicle.</li> <li>• Furthermore, all data is deleted when using the "Reset to factory settings"-function.</li> </ul>

# **Personalization**

Date Revised: 09-April 2024; Version: Release 11/24

## **Service Description**

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

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

## **In Detail**

With Personalization, the vehicle uploads your personal settings, you are greeted personally on the display and, if selected via the My BMW App, also with an individual profile picture within the Personal Mode. When setting up a personal account you have access to vehicle functions which can include your personal data, e.g., if you save entertainment or navigation favorites, set up your home address or add shortcuts. Those functions are not available to guest profiles or local driver profiles.

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

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

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

## Further Information

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

# Remote Control

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

## Service Description

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

## In Detail

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

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

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

## Further Information

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

# Remote Software Upgrade

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

## Service Description

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

## In Detail

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

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

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

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

## Further Information

<u>Prerequisites:</u>	<p>The possibility to receive software upgrades via Remote Software Upgrade depends on the vehicle's hardware and can be checked in the vehicles' ConnectedDrive menu. If the menu item "Remote Software Upgrade" is visible, the car is upgradeable via Remote Software Upgrade.</p> <p>Under certain conditions, Remote Software Upgrade may not be available. This can be for instance due to specific technical requirements (e.g. vehicle condition, battery, etc.) or external circumstances.</p>
<u>How-to activate:</u>	<p>Remote Software Upgrade is activated by default.</p> <ul style="list-style-type: none"><li>For vehicles with BMW Operating System 8.5 and earlier, you can deactivate the service in the Data Privacy Menu in the vehicle at any time.</li><li>For vehicles with at least BMW Operating System 9, you can deactivate the service in the Upgrade Settings at any time.</li></ul> <p>However, each individual update installation via RSU must be additionally initiated by you.</p>
<u>What data will be stored in the vehicle?</u>	<p>For Remote Software Upgrade, vehicle data and location data are stored.</p>
<u>What data will be processed or</u>	<ul style="list-style-type: none"><li>For Remote Software Upgrade, vehicle data and software upgrade data are processed and stored.</li></ul>

<u>stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>For roadside assistance in case of critical errors after a Remote Software Upgrade, call center agents might contact the customer proactively (e.g. via phone). For this purpose, the customer data stored in his or her ConnectedDrive Account are used and are shared with external service providers for the purpose of roadside assistance only, if necessary and with the customer's permission.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>For Remote Software Upgrade, no data is transferred to 3rd parties.</li> <li>In case of an aborted Remote Software Upgrade where a Roadside Assistance Call is initiated, vehicle, location and movement data are shared with the 3rd party assistance service. For more details see the Repair and Maintenance service description.</li> </ul>
<u>When will data processed be deleted?</u>	Vehicle maintenance information is stored as part of the vehicle maintenance documentation for the life of the vehicle. It will automatically be deleted at the end of the vehicle life cycle.



# Smartphone Integration

Date Revised: 22-February-2024; Version: Release 07/24

## Service Description

Smartphone Integration enables you to use 3rd party services like Apple CarPlay and Android Auto within your car by connecting your compatible smartphone to your car and using various functions of your smartphone within your car.

## In Detail

With Smartphone Integration for Apple CarPlay and Android Auto, you can use the control display to access selected apps from your phone – whether your smartphone runs on an iOS (Apple CarPlay) or Android (Android Auto) operating system. You can connect your smartphone wirelessly to your car to make calls, receive, dictate, and send messages, as well as listen to music, podcasts, and audiobooks. You can also navigate to your destination with information appearing on your Head-Up Display (HUD) if your car is equipped with a HUD, the used navigation app is supported, and your car is equipped with at least BMW Operating System 7 (starting with software updates from 07/20).

By long pressing the voice button on the steering wheel, you can keep your hands on the wheel while using your smartphone's voice assistant. Alternatively, Apple CarPlay's voice assistant can be activated with the activation word "Hey Siri" through voice recognition via the built-in microphone in the car (depending on the BMW Operating System of your car and supported country).

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

We are responsible for the technical interface within your car. Apple, respectively Google is responsible for all content, maintaining the service and its availability as well as all functionality that is displayed from your smartphone in your car 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 is used. Therefore, additional data charges may apply. Please contact your mobile network operator for details of these costs.

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

## Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>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: <a href="https://www.apple.com/ios/carplay/">https://www.apple.com/ios/carplay/</a>.</li><li>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: <a href="https://www.android.com/auto/">https://www.android.com/auto/</a>.</li></ul>
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<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>• Configure your device in the "settings" menu of the car in the Bluetooth menu. Bluetooth and Wi-Fi must be activated on your smartphone.</li> </ul>
<u>What data will be stored in the car?</u>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• No data will be processed in BMW IT systems, all data is directly processed in the car and on your smartphone.</li> </ul>
<u>What data will be accessible through Smartphone Integration?</u>	<ul style="list-style-type: none"> <li>• Selected car data is transferred to your smartphone, e.g., sensor data, car information and input data when Smartphone Integration is activated.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

# Technical Basis

Date Revised: 07-June-2024; Version: Release 11/24

## 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, including that of the surrounding traffic infrastructure, and additional usage information to improve product development and service data quality.

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.

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

## Further Information

### Prerequisites:

- For all services, you need a car equipped with Teleservices (Option Code SA6AE).

	<ul style="list-style-type: none"> <li>• 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).</li> <li>• 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.</li> <li>• For MyInfo, no prerequisites are necessary. To use MyInfo with Google Maps, you must have a Google account and link your BMW Assist to that account.</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Evaluation of Diagnostic Data is always active when ConnectedDrive is active.</li> <li>• Extendable Car Communication (xCC) is activated by default.</li> <li>• 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.</li> <li>• Improvement of Service Quality is activated by default and can be deactivated via the data privacy menu in the car.</li> <li>• 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.</li> <li>• 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.</li> </ul>
<u>What data will be stored in the car?</u>	<ul style="list-style-type: none"> <li>• For Anti-Theft Notification, no data will be stored.</li> <li>• For Future Mobility Solutions, no data will be stored.</li> <li>• For Evaluation of Diagnostic Data, data for the verification of integrity and security will be stored.</li> <li>• For Extendable Car Communication (xCC), the xCC message will be stored.</li> <li>• For Improvement of Product Quality and Improvement of Service Quality, car error entries and system status information will be stored.</li> <li>• For MyInfo, address data will be stored.</li> <li>• 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.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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).</li> <li>• For Extendable Car Communication (xCC), customer and message data will be stored.</li> <li>• 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.</li> <li>• 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</li> </ul>

	<p>data and sensor status information (e.g., sensor failure) will be stored in de-personalized form in our systems for non-personalized services.</p> <p>For personalized services, a customer identification number may be transmitted, together with car context, which are relevant for the respective use case.</p> <ul style="list-style-type: none"> <li>• For MyInfo, address data will be transferred to the car.</li> <li>• 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.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For Anti-Theft Notification, Evaluation of Diagnostic Data, Extendable Car Communication (xCC) and MyInfo, no data will be transferred to 3rd parties.</li> <li>• 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.</li> <li>• 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.</li> <li>• For Predictive Thermal Management, no data will be transferred to 3rd parties.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• For 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.</li> <li>• For Extendable Car Communication (xCC), recall campaigns, including car data, will be deleted automatically. Analytics will be anonymized.</li> <li>• For Future Mobility Solutions, data will be automatically deleted or upon customer's request.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>

# Vehicle Apps

Date Revised: 21-June-2024; Version: Release 11/24

## Service Description

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

## In Detail

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

This service may include the following apps:

- Via News, you can consume current news from different categories, provided in natural language audio or by text with the option to have them read out to you. With your ConnectedDrive account you can view your personal RSS-feeds in our portal and choose to opt-in to advanced personalization.
- Via Weather, you have a detailed daily preview as well as an outlook for the next days (at any location). Weather warnings will notify of you of any storms.
- 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 Feedback, you can submit feedback regarding your experience at the charging stations you used.
- Via Festive App, you receive an occasion-related, temporary staging of a festival atmosphere – combining a video animation on the in-car display accompanied by audio and ambient light effects inside the car (including a notification by the My BMW App).

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

## Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>For Vehicle Apps, you need 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).</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>You will find this function in your car under apps.</li></ul>
<u>What data will be stored in the car?</u>	<ul style="list-style-type: none"><li>For Vehicle Apps, no data will be stored in the car.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app, for example processing of location data for the Weather App.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>For Vehicle Apps, anonymized data will be shared and used to deliver personalized content and service improvement (News). Furthermore, personalization actions, online internet search, mobility profile and destinations learned will be transferred to 3rd parties.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>Data processed for the services will either be automatically deleted, deleted at your request, or removed by you.</li></ul>