

# MINI

## Terms & Conditions

### MINI Connected

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#### 1. MINI Digital Services and MINI Connected Contract

1.1 MINI UK, Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter "MINI") provides the customer with vehicle related information, auxiliary services, and the temporary or permanent activation of additional functions (hereinafter altogether "Services") under the name "MINI Connected" in accordance with these General Terms and Conditions of Business and Use (hereinafter "Terms and Conditions").

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

Additional Services under the MINI Connected contract can be booked (depending on the selected Vehicle equipment) when purchasing the Vehicle or subsequently via the MINI Connected online store or the MINI Connected in-vehicle store (hereinafter jointly "MINI Store").

For the subsequent purchase, it is necessary to create a MINI ID within the MINI Connected customer portal (hereinafter "MINI Portal") and to map the respective Vehicle to this MINI ID (for further information see section "MINI Portal and MINI Store").

1.3 In addition to the MINI store, customers with an active MINI Connected Package have access to a third-party app store (hereinafter "3rd Party Store") featuring certain content provided not by MINI, 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 MINI Store content in the tab "MINI Connected Upgrades". In addition, the customer may access the 3rd Party Store via the MINI 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 (MINI authorized dealer or MINI subsidiary) with the standard or optional equipment required for a specific Service, the seller delivers at the same time a MINI offer to commence a MINI Connected contract for the use of Services for the customer to accept.

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

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

- 1.5 The customer receives a declaration of acceptance for the Services booked with the Vehicle purchase in addition to the order confirmation. The customer receives a separate declaration of acceptance for the Services booked in the MINI Store. If the customer does not receive an express declaration of acceptance, acceptance is granted by activation of the respective Service.
- 1.6 The customer may have the SIM card installed in the Vehicle deactivated at any time by an authorized MINI dealer, a MINI subsidiary or an authorized MINI workshop. The deactivation of the SIM card disables all Services, except legally required functions and transmission of data only (as specified below).
- a) If the customer requests such deactivation of the SIM card before the new Vehicle is handed over, this is recognized as withdrawal from the commenced MINI Connected contract.
  - b) In Vehicles equipped with functions that are part of the Vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of relevant electronic map data, the SIM card cannot be deactivated completely. This does not affect an effected withdrawal from the MINI Connected contract. If the customer requests the deactivation of the SIM card after the new Vehicle is handed over, the termination of the MINI Connected contract and its Services is determined by the section "Duration and Termination of the MINI Connected contract and its Services".
  - c) The deactivation of the SIM card does not automatically disable the functionality of already activated functions as described in the second subsection of the section "Description and availability of the services". If a part of such function requires an online data connection, this part will no longer be available after deactivation of the SIM card.
- 1.7 For a right of revocation as a consumer please see section "Right of revocation for consumers".

## **2. MINI Portal and MINI Store**

- 2.1 MINI provides the customer also with the MINI Portal and the MINI Store in accordance with these Terms and Conditions.
- 2.2 The use of the MINI Portal and the MINI Store requires the creation of a MINI ID by the customer.
- 2.3 Via the MINI Portal, the customer can view the status of the Services activated for its Vehicle and manage them. For this purpose, it is necessary to link the customer's MINI ID to the respective Vehicle by transmitting the vehicle identification number and individually selectable identification features to MINI via the MINI Portal.
- 2.4 The purchase or the extension of Services in the MINI Store requires the existence of a MINI Connected contract, the registration of the customer in the MINI Portal, a link between its respective Vehicle and its MINI 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 MINI and allows the customer to browse, search, purchase, install, update and uninstall apps not developed by MINI but by third parties (hereinafter “Content”).
- 3.2 In order to access the 3rd Party Store, the customer requires:
- a) an active MINI Connected Package subscription;
  - b) a MINI 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: MINI Operating System 9.
- 3.3 Offer and commencement of contract when booking Content via the 3rd Party Store
- a) Third party app providers bindingly offer to the customer a variety of different Content via the 3rd Party Store.
  - b) Details of the Content in question and its terms and conditions are specified in the respective Content offering. Stated prices are EURO prices including value added tax.
  - c) The binding booking of Content comes into effect as soon as the customer clicks on the final checkout button (at the price indicated, if applicable).
- 3.4 In the event that:
- a) the customer no longer has an active MINI Connected Package 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, MINI reserves the right to revoke access to the 3rd Party Store; and
  - c) a mandatory update has not been installed, MINI reserves the right to suspend access to the 3rd Party Store until the update has been installed.
- 3.5 In each case contemplated by 3.4, 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 customers’ use of the Content will be subject to separate terms between the customers and the Content Providers to which MINI is not party. Content Providers are solely responsible for the content of, terms and conditions for, and warranties given in respect of, any Content and MINI 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 MINI 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, MINI 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 MINI 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 MINI, 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, MINI may, at its sole discretion and notwithstanding any statutory rights, terminate and/or disable the customer's access to the 3rd Party Store, MINI ID or any data or other Content that is stored with the customer's account without any prior notice. MINI is not liable to the customer or any third party if it exercises such rights.

3.12 Points of Contact

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

3.13 Out-of-court Dispute Settlement

Users of the 3rd Party Store (including individuals or entities which have submitted notices) addressed by the following decisions can select any out-of-court dispute settlement body that has been certified in accordance with Article 21 of the DSA in order to resolve disputes relating to those decisions, including complaints that have not been resolved by means of the MINI 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 MINI's standards in terms of customer experience, safety, performance, and design. These procedures are conducted jointly with MINI'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 MINI 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, MINI will determine whether the provision of certain Content should be suspended. Misuse will be assessed jointly with MINI's Content partners and will be primarily based on criteria such as whether the Content provided was illegal. Any suspension decision will be registered in an internal list to monitor serial offenders and published in the next Transparency Report. Content partners will be informed of the outcome, as well as of the duration and other applicable terms (e. g. specific regions), prior to a suspension. The duration will be determined according to the number of repeated offenses:

- 1 offense: 1 month;
- 2 offenses: 6 months;
- 3 offenses: permanent suspension.

#### 3.16 Recommender system transparency

In accordance with Article 27 of the DSA regarding transparency over recommender systems and relative ordering of displayed Content, the following applies to the 3rd Party Store:

- a) The Highlights section may display some Content as "Featured Apps". These are an editors' choice subset of the Content, selected independently by MINI 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"). MINI also offers some Services bundled in form of subscriptions. The costs of the Services are shown by MINI 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 MINI 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. MINI may, at its reasonable discretion, change the mobile network operator for the installed SIM card via online provisioning of the necessary configurations.
- 4.5 Disruptions to the Services may result from force majeure including strikes, lockouts, and official orders, as well as from technical and other measures that are necessary, including but not limited to, at the facilities of MINI, 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 MINI's control, MINI 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 MINI, the customer may request from MINI 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 MINI, MINI shall not be liable. In order to rectify faults in a Service, MINI is entitled to make adjustments (e.g. configuration adjustments to the software) by remote access to the Vehicle software (hereinafter "Remote Action"), provided that all of the following conditions are met:
  - a) The rectification of the fault has no negative effect on the operational safety of the customer's vehicle;
  - b) It is to be expected that the Remote Action will permanently remedy the malfunction for the customer's vehicle;
  - c) The changes made by the Remote Action are limited to the correction of the fault (although after the correction of faults there may be automatic updates as to be carried out previously in a fault-free state); and
  - d) It is expected that the Remote Action will not cause undue impairments to the customer (e.g. longer-term failures of more than 10 (ten) minutes per attempt of a Remote Action, disruptions of other Services, even short-term failures of other vehicle functions, or to loss of personal settings or data of the customer).
- 4.6 Subject to the conditions set out in the previous subsection, MINI is also entitled to carry out Remote Actions to comply with statutory provisions, to eliminate malfunctions of software stored in the Vehicle and to remedy security loopholes.

- 4.7 If a Remote Action is not feasible for technical reasons, in particular due to insufficient mobile data connection or due to temporary vehicle conditions (e.g. vehicle conditions that are not suitable for the respective Remote Action, such as parking/living/driving; locking/unlocking the vehicle during the Remote Action; starting an EU eCall), MINI is entitled to repeat the Remote Action.
- 4.8 MINI 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 (e.g. the emergency call).
- 5.3 The MINI Connected contract between MINI and the customer as well as the Services booked by the customer are vehicle-bound and cannot be transferred to or used in another vehicle.

## **6. Booking additional Services via the MINI Store**

- 6.1 The customer can order further MINI Connected Services in addition to the Base Services either directly with the purchase of the new Vehicle or subsequently via the MINI Store. The offer of the MINI Store is aimed at customers in the United Kingdom.
- 6.2 Offer and commencement of contract when booking Services via the MINI Store
- a) The customer must be registered with the MINI Portal.
  - b) MINI bindingly offers the customer various Services via the MINI 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 MINI Store.
  - d) The binding booking of a Service comes into effect as soon as the customer clicks on the final checkout button (at the price indicated, if applicable).

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

### **6.3 Compliance and sanction lists**

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

### **6.4 Provision and activation of Services**

After the Service is booked, a provisioning file is sent via data connection to the Vehicle and the Service is activated. The process cannot be executed if the data connection is interrupted. In such a case, the provision of the Service shall be delayed accordingly until the transmission to the Vehicle can be carried out. The same applies to Content from the 3rd Party Store.

## 6.5 Payment

- a) The stated prices are in pounds
- b) The customer is in default of payment if they have not paid within 30 (thirty) days of the invoice date.
- c) In the event of late payment by the customer, MINI shall be entitled to suspend or discontinue the provision of the affected Services and to deactivate the customer's access authorization to the affected Services until the customer has fulfilled their payment obligation.
- d) The customer may only offset against claims by MINI 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 MINI.

## 7. Sale or permanent transfer of the vehicle

- 7.1 The customer may not transfer its existing MINI Connected contract to a third party without the consent of MINI, even if the customer sells or permanently transfers their 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 their user account via the MINI Portal or MINI app and delete all personal data stored.
- 7.3 The customer is obliged to inform the third party to whom they sell or permanently transfer their Vehicle of all active and deactivated Services.

## 8. Duration and Termination of the MINI Connected contract and Services

- 8.1 The MINI Connected contract shall be commenced for an indefinite duration.  
The customer can ordinarily terminate the MINI Connected contract at any time with a one-month notice period. In this case, all Services with indefinite duration end with the MINI Connected contract.  
  
MINI can ordinarily terminate the MINI Connected contract with a one-month notice period at the earliest 5 (five) years after its commencement. In case of an ordinary termination, the MINI Connected contract remains in force and effect for any ongoing Service with limited duration until the term of the respective Service has lapsed and/or for any Service with an indefinite duration until such can be terminated ordinarily.
- 8.2 Base Services are commenced with an indefinite duration. The duration of any additional Service is determined by the individual contract for the respective Service, either with limited duration with a maximum of 2 (two) years or with indefinite duration with a one-off payment or a monthly payment.
- 8.3 A Service with limited duration ends with the expiry of its term. If offered by MINI, the customer can book such Service for a new term. If the individual contract specifies that a Service with a limited duration is automatically renewed upon the expiry of its term, both the customer and MINI can prevent the renewal by giving notice at least of 1 (one) month before the end of the respective term.



- 8.4 Except with respect to Services set out in the subsequent subsection, a Service with an indefinite duration can be ordinarily terminated with a one-month notice period by the customer at any time and by MINI 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 MINI if a customer has not fulfilled a due payment obligation due to the expiry of their means of payment and MINI 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 MINI Store” shall remain unaffected.
  - c) except in the cases contemplated by b) above, by MINI 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 any reimbursement by MINI.
- 8.7 Services can be deactivated by the customer at any time by having the SIM card deactivated, thereby suspending the obligation of MINI to provide affected Services without any reimbursement for the time of such deactivation. This does not apply to legally required functions or provisioning of data.
- 8.8 MINI may suspend, cancel or terminate Services or the MINI Connected contract as a whole in the event of the customer being or becoming subject to sanctions (any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union, Her Majesty's Treasury)). Such right can only be exercised, if MINI is no longer permitted to provide the respective Services to or to continue the MINI Connected 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 MINI has received the approval from the competent authority (to the extent required under the applicable sanctions).
- 8.9 The right of extraordinary termination of the MINI Connected contract and any individual Service remains unaffected.

## **9. Contact**

- 9.1 The MINI customer service can be reached by e-mail at [miniconnecteddrive@mini.co.uk](mailto:miniconnecteddrive@mini.co.uk)[mailto:](#). The MINI Connected hotline is available from Monday to Friday from 08:00 to 19:00 hours and Weekends from 09:00 to 17:00 hours at the telephone number 0800 0836 464.
- 9.2 MINI 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 If a Service is defective, the customer has the statutory warranty rights applicable to digital products (or, as applicable, goods with digital elements), unless stipulated otherwise.
- 10.2 MINI accepts no liability for the accuracy and currency 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 MINI 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 In the event of negligence, MINI shall only be liable in the event of a breach of material contractual obligations, such as those which the contract is intended to impose on MINI in accordance with its content and purpose or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer regularly relies on and may rely. This liability is limited to the typical damage foreseeable at the time of conclusion of the contract.
- 10.5 MINI's liability under the Consumer Protection Act 1987 and any replacements or amendments to that legislation remains unaffected by any provisions of the Terms and Conditions. Limitations of liability under the Terms and Conditions do not apply in the event of, death or personal injury caused by negligence.

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

- 11.1 MINI collects, stores and uses personal data and non-personal data of its customers to the extent necessary to provide the respective Service or based on other adequate legal bases (e.g. consent). An overview of each Service including the processed data categories can be found in the respective Service Description (annexed to these Terms and Conditions). Details on the processing of personal data and non-personal can be viewed in the separate Legal Notices on Data Protection.
- 11.2 The customer must inform MINI immediately of any changes to personal data relating to the contractual relationship and the invoicing of Services.
- 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, the customer must inform the other vehicle users about the processing of their data, e.g. by referring to the Legal Notices on Data Protection.

## **12. Right to modify**

- 12.1 MINI reserves the right to modify the scope of the MINI Connected contract, provided that both such modification is reasonable for the customer with regard to the overall scope of the agreed contract and as far as such modification is necessary for the elimination of subsequently arising equivalence disturbances, to adapt to changes of the legal situation or technical requirements for MINI or for operational reasons.  
In the event of a more extensive modification of the scope of the MINI Connected contract, of which the customer can be notified in writing or via an electronic communication channel, the customer may terminate the MINI Connected contract extraordinarily within six weeks of receipt of the notification of the modification and have it deactivated free of charge via the MINI Connected Hotline. The refund is made on a pro rata temporis basis.
- 12.2 MINI has the right to make modifications to the Terms and Conditions not covered by 11.1 above by publishing any such amendments at least six weeks before their intended date of entry into force. If the customer has agreed an electronic communication channel with MINI (e.g. via the MINI ConnectedDrive customer portal "MINI 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 MINI before the intended date of entry into force of the

amendments. MINI will expressly inform the customer of the consequences of accepting the amendments to the Terms and Conditions.

- 12.3 MINI 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 MINI). The customer will be notified in writing or via an electronic communication channel about the modification. The customer may terminate an affected Service 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 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
- 13.2 Each of the customer and MINI irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

### **14. Right of cancellation for consumers**

#### **Cancellation policy**

If you are a consumer, you have the right, within fourteen days after this contract is entered into, to cancel this contract without giving reasons.

In order to exercise your right of cancellation, you must inform us (BMW Customer Information Centre, Webhelp, Adwick Park, Manvers, Rotherham, S63 5NA, or e-mail: [MINIConnected@MINI.co.uk](mailto:MINIConnected@MINI.co.uk)) by means of a clear statement (e.g. a letter sent by post or e-mail) of your decision to cancel this contract. You can use the model cancellation form below for this purpose, but this is not mandatory.

#### **Consequences of cancellation:**

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

If you have requested that the services commence during the cancellation period, you will pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation compared to the total amount of services provided for in the contract.

Cancellation form:

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

To  
BMW UK,  
BMW Customer Information Centre,  
Webhelp, Adwick Park, Manvers,  
Rotherham,  
S63 5NA  
E-mail to: [MINIConnected@MINI.co.uk](mailto:MINIConnected@MINI.co.uk)

- I/we (\*) hereby give notice to cancel the Contract for the supply of the following services
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of communication on paper)
- Date

(\*) Delete as applicable

#### **15. MINI Connected Services (New Vehicle) Subscription Start Date**

- 15.1 On MINI vehicles produced before 14-02-2022, the MINI Connected Services included as standard equipment have their subscription period start at the point of vehicle production (plus grace period up to 90 days to allow for vehicle delivery and handover, depending on production location). Services do not start at point of registration.
- 15.2 On MINI vehicles produced from 14-02-2022, the MINI Connected Services included as standard equipment have their subscription period start at the point the vehicle has its Pre-Delivery Inspection completed.

#### **16. MINI Connected Upgrades**

- 16.1 Certain models in the MINI range offer the owner the ability to purchase additional features after vehicle production has been completed for a one- off fee.
- 16.2 Availability of MINI Connected Upgrades are dependent on vehicle specification, optional equipment and production date. Please consult your local MINI Retailer for more information if required. The features described may not be fully supported in all markets and may only be available with additional optional equipment. On applicable vehicles you can find a detailed description of features in your vehicle's operating instructions.
- 16.3 On vehicles where MINI Connected Upgrades are available only with a lifetime, one- off payment, you, will not have the right to cancel the download or purchase once download has begun and will not be entitled to a refund. By accepting the terms and conditions of service for the download purchase you acknowledge that your right of cancellation and refund are lost. Your other statutory rights are not affected.

# **General Terms and Conditions for the sale of Service Inclusive packages in the MINI Connected Store.**

## **1. About Us and These Terms**

1.1. We are MINI (UK) Limited, a company registered in England and Wales with company registration number 01378137.

1.2. We use trading styles that include MINI and MINI UK.

1.3. Our registered office is at Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB.

1.4. In these terms:

- 'we', 'us' or 'our' means MINI (UK) Limited,
- 'you' or 'your' means the person ordering the Service Inclusive Package.

1.5. These terms and conditions apply to the sale of Service Inclusive packages to you via the MINI Connected Store (available at: [[https://www.mini.co.uk/en\\_GB/home/terms-and-conditions/mini-connected-legal-information.html](https://www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html)]) by MINI UK (Terms) in the version current at the time of the sales contract.

1.6. In addition to these Terms, the MINI Connected Store Terms and Conditions, available at [Legal Information | MINI ConnectedDrive | MINI UK] shall apply.

1.7. If there are any inconsistencies, these Terms will apply.

## **2. Offer and Conclusion of Contract**

2.1. You have the option to purchase Service Inclusive packages detailed in the MINI Connected Store under: Service Inclusive.

2.2. The Service Inclusive packages include certain service and maintenance work to which you are entitled during the selected term.

2.3. Details of the available Service Inclusive packages and the runtime-mileage combinations can be found in the MINI Connected Store.

2.4. The Service Inclusive packages displayed in the MINI Connected Store and indicated as available constitute an offer by MINI which you can accept at the specified fixed price.

2.5. You can select a Service Inclusive package in the MINI Connected Store with the desired runtime-mileage combination under "Service Inclusive".

2.6. You can initiate the order process by clicking the button "book now" for the selected Service Inclusive package.

2.7. You have to register with “My MINI” with a valid address and payment information before you can place an order.

2.8. Once you are registered at “My MINI” and have entered a valid address and payment information, you will proceed to an overview page displaying the complete order with all relevant contractual data.

2.9. You have the option to check the complete data again and correct any errors.

2.10. By clicking the button “order with obligation to pay “, a contract between you and MINI is concluded on these Terms.

2.11. You will receive a confirmation of the order together with a description of the purchased Service Inclusive package as well as a copy of these Terms via email.

2.12. If you are a consumer, you have a right to cancellation within 14 days (see section 7 for details).

2.13. The order is saved by us in the user account “My MINI”. You can view, save and print the order there.

2.14. The purchased Service Inclusive package will be activated as soon as MINI has received your payment.

### 3. Availability and Term of Service Inclusive Packages

3.1. For MINI vehicles where the first service is not due yet, you can choose “Service Inclusive”.

3.2. You can check the availability of the individual Service Inclusive packages for a MINI vehicle by entering the vehicle identification number in the MINI Connected Store.

3.3 Alternative - The individual Service Inclusive packages come with fixed terms based on the duration in months and the mileage of your vehicle in kilometres (or the equivalent in miles). Your package will expire once either the time limit or the mileage limit is reached, whichever comes first.

3.4. The “Service Inclusive” (runtime and mileage) term begins with the first registration of the vehicle:

Service Inclusive Package	Availability	Commencement of the Term
Service Inclusive	Up until the vehicle’s first service is due.	Service Inclusive (runtime and mileage) begins with the first registration of the vehicle.

3.5. For example, if you purchase “Service Inclusive” in December 2024 for a MINI vehicle initially registered on 10th October 2024 for a term of 3 years / 40,000 km (or miles equivalent), the term of

the Service Inclusive package begins on 10th October 2024 and ends on 9th October 2027 or on the day on which the vehicle reaches a mileage of 40,000 km (or miles equivalent), whichever occurs first.

3.6. Upon expiry of the chosen term in years or mileage in km (or miles equivalent) (whichever occurs first), your entitlement to the services under the Service Inclusive package ends.

3.7. You have the option to extend the term and/or mileage of the Service Inclusive package (during the term of the Service Inclusive package and up to 15 months after the end of the term).

#### **4. Sale or Loss of Possibility to Use the Vehicle**

4.1. The Service Inclusive packages are vehicle-based. They cannot be transferred to another vehicle or used for another vehicle.

4.2. If you sell the vehicle; the vehicle suffers a total loss or you can no longer use the vehicle for other reasons, you cannot claim (partial) refund of the purchase price for the Service Inclusive package.

#### **5. Security**

5.1. All information provided in the MINI Connected Store, such as credit card information, bank account information, address and e-mail address, are automatically encrypted using the Secure Sockets Layer Protocol (SSL). SSL is the industry standard for transferring sensitive data over the Internet.

#### **6. Prices and Payment Terms**

6.1. The purchase prices shall be determined according to the prices valid at the time of the order as specified in the MINI Connected Store.

6.2. All prices are indicated in GBP (£) and include VAT.

#### **7. Redemption of Service Inclusive Packages; Scope of Services**

7.1. You can redeem the Service Inclusive packages at all participating MINI service partners worldwide.

7.2. Further information on the participating MINI service partners is available at [[https://www.MINI.co.uk/en\\_GB/home/find-a-MINI-centre.html](https://www.MINI.co.uk/en_GB/home/find-a-MINI-centre.html)].

7.3. You are entitled to any services included in your Service Inclusive package, regardless of how often services are due during the term.

7.4. You can only request Service Inclusive services if the intelligent maintenance system (Condition Based Service / CBS) in the vehicle indicates the service requirement.

7.5. "Service Inclusive" consists of the following scope of work, including genuine MINI parts and oil used to provide the services:

**MINI ICE (Internal Combustion Engine):**

- Engine oil service
- Service Top-Ups (Engine Oil)
- Service vehicle check in accordance with MINI guidelines
- Service air filter
- Service fuel filter (Diesel)
- Service micro filter
- Service spark plugs (Petrol)
- Service brake fluids

**MINI BEV (Battery Electric Vehicle):**

- Service vehicle check in accordance with MINI guidelines
- Service micro filter
- Service brake fluids

**MINI PHEV (Plug-in Hybrid Electric Vehicle):**

- Engine oil service
- Service Top-Ups (Engine Oil)
- Service vehicle check in accordance with MINI guidelines
- Service fuel filter (Diesel)
- Service micro filter
- Service spark plugs (Petrol)
- Service air filter
- Service spark plugs
- Service brake fluids

7.6. You are not entitled to the services if:

- (i) the vehicle has not been operated properly,
- (ii) the vehicle has been overstressed (e.g. due to use in motorsport competitions), and/or



- (iii) The maintenance intervals displayed in the vehicle (for Engine Oil, Air Filter, Fuel Filter, Microfilter, Spark Plugs, Brake fluid and Vehicle Check Service) are not showing as due.

## **8. Right of Cancellation for Consumers**

8.1. If you are a consumer, you have the right, within fourteen days after this contract is entered into, to cancel this contract without giving reasons.

8.2. In order to exercise your right of cancellation you must inform us (BMW UK, BMW Customer Information Centre: Concentrix, Adwick Park, Manvers, Rotherham, S63 5NA. e-mail: [bmwconnecteddrive@bmw.co.uk](mailto:bmwconnecteddrive@bmw.co.uk)) by means of a clear statement (e.g. a letter sent by post or e-mail) of your decision to cancel this contract. You can use the model cancellation form below for this purpose, but this is not mandatory.

### **8.3. Consequences of Cancellation:**

8.4. If you cancel this contract, we will reimburse you for all payments we have received from you, including delivery charges (except for additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notification of your cancellation of this contract.

8.5. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

8.6. If you have requested that the services commence during the cancellation period, you will pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation compared to the total amount of services provided for in the contract.

## **9. Cancellation Form:**

9.1. If you want to cancel the contract, please fill out this form and return it.

9.2. To: BMW UK, BMW Customer Information Centre: Concentrix, Adwick Park, Manvers, Rotherham, S63 5NA. e-mail: [bmwconnecteddrive@bmw.co.uk](mailto:bmwconnecteddrive@bmw.co.uk)

- I/we (\*) hereby give notice to cancel the Contract for the supply of the following services
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)

- Signature of the consumer(s) (only in case of communication on paper)
- Date
- (\*) Delete as applicable

## **10. Liability**

10.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

10.2. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you told us about it during the sales process.

10.3. We are not responsible for any delays in delivery or performance that are outside of our reasonable control.

10.4. We do not exclude or limit in any way our liability to you where it would be unlawful to do so including under the Consumer Protection Act 1987. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the vehicle and for a defective vehicle under the Consumer Rights Act 2015.

## **11. Customer Service**

11.1. The MINI Customer Service is available via email at [bmwconnecteddrive@bmw.co.uk].

11.2. The MINI Connected Store Hotline can be contacted by phone Monday to Sunday from 8am until 8 pm at [+44 (0) 800 3256 000].

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

Date Revised: 05-March-2024; Version: Release 07/24

**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="#">Amazon Alexa Car Integration &amp; Skill</a>
BMW; MINI	Amazon Alexa Car Integration
BMW; MINI	Amazon Alexa Skill
- 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	<a href="#">Connected Music</a>
- BMW; MINI	<a href="#">Connected Parking and Refueling</a>
BMW; MINI	On-Street Parking Information (OSPI)
BMW; MINI	Parking Situation at Destination
BMW; MINI	Parking Space Assistant (Parking Suggestions)
BMW; MINI	Parking Payments
BMW; MINI	Refueling Payments
- 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 [BMW / MINI Intelligent Personal Assistant](#)
- BMW; MINI Voice Interaction
- BMW; MINI Intelligent Functions
- BMW In-Car Experience
  
- BMW; MINI [Interior Camera](#)
- BMW; MINI Anti-Theft Recorder (Interior)
- BMW; MINI Remote Inside View
- BMW; MINI 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 [Traffic Camera Information](#)
  
- BMW; MINI [Vehicle Apps](#)
  
- BMW; MINI [Video Streaming](#)

## **AirConsole Games**

Date Revised: 21-February-2024; Version: Release 07/24

### **Service Description**

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

### **In Detail**

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

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

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 AirConsole Games, you need a car with at least MINI Operating System 9 and an active subscription via the MINI Connected Package.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>AirConsole Games is included in the MINI Connected Package and activated once the subscription is activated.</li></ul>
<u>What data will be stored in the car?</u>	<ul style="list-style-type: none"><li>No personal data is stored in the car.</li><li>For AirConsole Games, cookies and temporary game data are stored within the browser cache of the car until deleted manually.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>Anonymized statistics and performance relevant data are processed and stored to guarantee proper service operation.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>Specific data required by the content providers can be routed directly from our IT systems to these content providers. Our IT systems do not permanently store this data.</li></ul>
<u>When will processed data be deleted?</u>	<ul style="list-style-type: none"><li>For deleting the browser cache data, you can either use factory reset for the car, or delete your user profile, or click on “Delete browser data” within the AirConsole Games option menu. All data processed in our IT system will then be deleted automatically.</li></ul>

## **Amazon Alexa Car Integration & Skill**

Date Revised: 31-October-2024; Version: Release 03/25

### **Service Description**

Amazon Alexa Car Integration provides you with access to Amazon's familiar voice service in the car. The MINI Alexa Skill enables users to control certain vehicle functionalities via Alexa-enabled devices from their home.

### **In Detail**

Once the **Amazon Alexa Car Integration** set up is completed, simply press the voice button on the steering wheel and say 'Alexa', followed by a question or command, to activate Alexa in the car. Find out about the weather, play your favorite song or add entries to your calendar with a voice command.

Certain features of the service utilize your smartphone to stream data, e.g. music streaming. The smartphone's mobile data connection might also be used when the phone is connected to the vehicle's Wi-Fi. Data charges will apply based on your mobile phone service.

We are responsible for the technical interface within your vehicle. Amazon is responsible for all content and its availability which is displayed in your vehicle via Amazon Alexa Car Integration.

The **MINI Alexa Skill** lets users control aspects of their car via voice over Alexa-enabled-devices at home. Using this skill, users can access different functionalities of their car, like asking for their car's range, checking if their car is locked or start preconditioning their 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**

<b><u>Prerequisites:</u></b>	<ul style="list-style-type: none"><li>• To use Amazon Alexa Car Integration, you need: The Connected Navigation Plus (Option Code SA7GK) in your MINI with production date November 2018 or later. Furthermore, you need an Amazon account which is linked to your MINI account, "Online Speech processing" and "Third Party" must be activated in your vehicle settings and your smartphone must be connected with your vehicle.</li><li>• To use the MINI Alexa Skill, you must activate the skill in the Alexa skill store and link your MINI account and enable Remote services.</li></ul>
<b><u>How-to activate:</u></b>	<ul style="list-style-type: none"><li>• Amazon Alexa Car Integration is available if ordered with the required prerequisites. It is activated once the required settings are adjusted.</li><li>• The MINI Alexa skill is activated through the MINI App.</li></ul>
<b><u>What data will be stored in the vehicle?</u></b>	<ul style="list-style-type: none"><li>• For Amazon Alexa Car Integration, audio data will be stored in the vehicle until the keyword "Alexa" has been detected. The Alexa response (audio and visual) will be stored until the dialogue is closed.</li><li>• For MINI Alexa Skill, no personal data will be stored in the vehicle.</li></ul>
<b><u>What data will be processed or stored in BMW IT systems?</u></b>	<ul style="list-style-type: none"><li>• For Amazon Alexa Car Integration, audio data is processed in the backend until the keyword "Alexa" has been detected. It is automatically sent by the vehicle to our IT systems. Furthermore, data is stored for authentication.</li><li>• For MINI Alexa Skill, the user PIN and selected vehicle are stored within the IT systems.</li></ul>

<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For Amazon Alexa Car Integration, once the keyword “Alexa” has been detected, audio data, authentication data, and location data such as car position, navigation destination and estimated time of arrival are shared with Amazon.</li> <li>• For MINI Alexa Skill, Voice input from the user is handled by Alexa and therefore will be handled according to Amazon’s Terms &amp; Conditions.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• All data will be deleted immediately after processing. Data exchanged with Amazon will be handled according to Amazon’s Terms &amp; Conditions.</li> <li>• For MINI Alexa Skill, some user data will only be deleted if user is requesting this.</li> <li>• Data stored in our IT systems for analysis purposes will be deleted after 2 years.</li> </ul>

## Call Services

Date Revised: 12-October-2023; Version: Release 11/23

### Service Description

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

### In Detail

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

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

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><li>For High Voltage Warn Call, error log entries 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><li>For High Voltage Warn Call, relevant vehicle information will be processed and stored, including Vehicle Identification Number (VIN), GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status. Customer contact information is also processed and stored.</li></ul>
<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><li>For High Voltage Warn Call, relevant vehicle information, including VIN, GPS coordinates, vehicle model (BEV or PHEV), vehicle plug status (plugged in/out), event ID, timestamp, door, and trunk status (open/closed), engine status and engine ignition status, as well as customer contact information are transmitted to 3rd party service provider's call agent to enable the Warn Call.</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><li>For High Voltage Warn Call, the stored data will be deleted automatically six months after a reported incident.</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. Both at home and abroad. 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, or make a hotel reservation using our booking partner). As a result, you can find your way around and stay well-informed. Whatever you want on your journey, the right answer is at hand – tailored to your individual needs. This allows you to concentrate fully on the road, and destinations found for you by the Concierge Service can even be sent to your vehicle's navigation system for automatic guidance, if desired. There are no additional mobile communication costs for you, even when you are abroad.

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 Concierge Services, no prerequisites are required.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• Concierge Services are automatically active once the product is purchased.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• For Concierge Services, requested POIs including details are stored (location and movement, account, and vehicle information).</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>• 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.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>• Data may be transmitted to the service providers commissioned by us to provide the service.</li></ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"><li>• 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.</li></ul>

## 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 MINI during sign-up process with the provider. This provider will also have the capability to steer (start and end) the charging process remotely.

Via **eDrive Services**, you can control your car using the MINI 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>• 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 MINI Connected contract, a mapped electrified vehicle in the latest version of the MINI App, an internet connectivity for the MINI Connected module, an activated GPS as well as activated transmission of vehicle data to the MINI App by any user. Otherwise, no charging history entry is created. To make full use of Charge Management, it is also necessary to provide specific data for each individual charging point of the customer.</li><li>• The use of Remote Charge Management requires a MINI Connected contract, a compatible electrified vehicle that is mapped to the latest version of the MINI App for mobile phone, internet connectivity for the MINI Connected module, activated GPS as well as activated transmission of vehicle data to the MINI App.</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 (charge mode, departure time, pre-climatization) are stored.</li> <li>• For Remote Charge Management, GPS position, state of charge and charging settings will be stored.</li> <li>• For eDrive Services, data will be stored regarding 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 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 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 Charge Management, no data will be transferred to 3rd parties.</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, when you delete your customer account, we will delete your data directly. When you switch of charging history, your personal data will be automatically deleted.</li> <li>• For Remote Charge Management, we will automatically delete your data at the end of the charging session.</li> <li>• For eDrive Services, we store a range map for one lifecycle. At any time, you can delete the eMobility data in the respective app. We will automatically delete your data, when your MINI Connected contract expires.</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>

## **Connected Parking and Refueling**

Date Revised: 15-February-2024; Version: Release 07/24

### **Service Description**

Connected Parking and Refueling services provide you with various functions: On-Street Parking Information (OSPI), Parking Situation at Destination, Parking Space Assistant (Parking Suggestions), Parking Payments and Refueling Payments. These functions provide you with parking information and assist in finding a parking space to ensure a joyful and stress-free driving experience. These functions can be used to improve and automate parking and refueling processes, such as payment processes or by proactively suggesting best parking options.

### **In Detail**

**On-Street Parking Information (OSPI)** tells you where you can most likely find a vacant on-street parking space near your destination. Roads where the likelihood of finding a parking space is high are marked on the map. If a parking space near your destination becomes vacant at short notice, this will be displayed as well.

**Parking Situation at Destination** service displays the information about general parking situation (easy, medium, difficult) close to your destination.

**Parking Space Assistant (Parking Suggestions)** helps you to find parking facilities next to your destination, to choose the best route and proactively suggests best parking options. If your car is electric or hybrid, the Parking Place Assistant generates park and charge suggestions close to your destination as well.

**Parking Payments** enables you to pay cashless for parking via your car. If the car is parked in a supported area, the payment option is offered in the car by 3rd party providers which whom you can enter into parking contracts through the in-car app. After confirmation, the car holds a valid digital parking ticket. MINI is not responsible for providing this digital parking ticket which is the sole responsibility of the 3rd party providers. Parking transactions can be monitored via a companion app on the smartphone.

**Refueling Payments** enables you to pay cashless for refueling via your car. If the car is stopped at a supported gas station, the option to select and pay for a specific fuel pump is offered in the car by 3<sup>rd</sup> party providers with whom you can enter contracts through the in-car app. After confirmation, the amount displayed on the selected fuel pump is paid automatically. Refueling transactions can be monitored via a companion app on the smartphone.

Please be aware that in case you are using the payment functions of your car it is advisable to activate MINI account protection to prevent unauthorized users (guests, other drivers of the car) from initiating payments on your behalf. Always use the PIN function to protect your MINI account.

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**

<b><u>Prerequisites:</u></b>	<ul style="list-style-type: none"><li>For all Connected Parking and Refueling services, you need a vehicle equipped with Teleservices (Option Code SA6AE) and at least MINI Operating System 9.</li></ul>
<b><u>How-to activate:</u></b>	<ul style="list-style-type: none"><li>On-Street Parking Information (OSPI), Parking Situation at Destination and Parking Space Assistant (Parking Suggestions) are activated by default once you have purchased the subscription and available only in defined areas.</li></ul>

	<ul style="list-style-type: none"> <li>• Parking Payments and Refueling Payments is activated by default once you have purchased the subscription. The service is available only in defined areas.</li> </ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>• For On-Street Parking Information (OSPI), Parking Situation at Destination, Parking Space Assistant (Parking Suggestions), Parking Payments and Refueling Payments, 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 On-Street Parking Information (OSPI), position and movement data, parking events, sensor data will be stored.</li> <li>• For Parking Situation at Destination, position and movement data, parking events and sensor data will be collected. The data is not stored in our IT systems but sent to the 3rd party provider to be processed, and then sent back to the cars.</li> <li>• For Parking Space Assistant (Parking Suggestions), parking settings and vehicle data will be stored.</li> <li>• For Parking Payments and Refueling Payments, account and vehicle data will be processed.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For On-Street Parking Information (OSPI), position and movement data, parking events and sensor data is sent to 3rd party provider.</li> <li>• For Parking Situation at Destination, position and movement data, parking events and sensor data is sent to 3rd party provider. A 3rd party vendor provides the parking information.</li> <li>• For Parking Space Assistant (Parking Suggestions), a third 3rd party provider is used to calculate the search route. All data shared with the provider is anonymized. Routing data and speech bytes stream are shared with the speech service provider.</li> <li>• Parking Payments and Refueling Payments are supported by an external service provider. For registration purposes, personal data (such as your name, e-mail address, and payment information) need to be shared with this provider to enable the service. To offer parking and refueling options of relevance, location data such as your vehicle's position will be processed.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• For Parking Situation at Destination, data is stored in pseudonymized form only and will be deleted.</li> <li>• For Parking Space Assistant (Parking Suggestions), parking suggestion and routing data are deleted. Search vendor deletes anonymized search data.</li> <li>• For Parking Payments and Refueling Payments, all relevant data are deleted from our IT system as soon as the user's MINI ID is deleted. Data held by the 3rd party service provider is subject to the provider's terms and privacy policy. All data stored in our IT systems for debugging purposes are deleted automatically.</li> </ul>

## Connectivity

Date Revised: 06-October-2023; Version: Release 11/23

### Service Description

Connectivity services provides you with Personal eSIM.

### In Detail

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

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), with at least MINI Operating System 9, an active MINI Connected contract, and a MINI 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.</li><li>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 Group 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 MINI 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 MINI 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 MINI 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>For Digital Key, you need with at least MINI Operating System 9, a compatible vehicle with Comfort Access (Option Code SA322), enabled Teleservices (Option Code SA6AE) and a compatible smartphone.</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 MINI App, connect your vehicle with your MINI 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>For Digital Key, 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>For Digital Key, vehicle and key identification information are stored.</li><li>Regarding all services, we process your personal data according to the MINI Connected data protection notices.</li></ul>
<u>What data will be processed or stored on the smartphone?</u>	<ul style="list-style-type: none"><li>For Digital Key, 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>For Digital Key, 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, Legal eCall and Public Safety Answering Point (PSAP) eCall.

MINI 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 dedicated call center. The data will be sent immediately and automatically to a call agent who organizes emergency assistance. Additionally, the function calculates the severity of the accident and the probability of injury to passengers. Depending on market regulations, call-center agents will be available to talk to you either in a local language or in English.

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

The Legal eCall differs from the Intelligent eCall in two ways:

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

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

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

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.

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, only the PSAP eCall or only the PSAP eCall and the Legal eCall will be available for as long as the vehicle remains in these countries. Your purchased functionality may be inactive and unavailable, but only for as long as the vehicle remains in these countries. For detailed information on available and active eCall offers and options in other countries, please contact your MINI customer support.

## Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"> <li>For the Emergency Call Service, there are no prerequisites.</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>The Emergency Call Service is already activated when the vehicle is handed over to the customer.</li> </ul>
<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 Legal eCall, location data and information as described in European Standard EN15722 are stored in the vehicle according to Regulation (EU) 2015/758 of the European Parliament and the Council of the European Union.</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 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 Legal eCall and 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 3rd party traffic providers to help warn other road users of an incident and potential changes in traffic. The user's request as well as the necessary data will be transmitted to service providers commissioned by MINI to perform the service.</li> <li>For Legal eCall, data is sent directly from the vehicle to the 112 Emergency Service.</li> <li>For PSAP eCall, no data is transferred to 3rd 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> <li>For Legal eCall, data is processed based on the regulation applying to PSAP operation only.</li> </ul>

## **Exterior Camera-based Services**

Date Revised: 05-October-2023; Version: Release 11/23

### **Service Description**

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

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

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 MINI App, the car will capture an image from each of the exterior surrounding cameras and will send them encrypted to the MINI 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 MINI 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 MINI 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. 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 at least MINI Operating System 9, TeleServices (Option Code SA6AE) and either Parking Assistant Plus or Professional (Option Code SA5DN or SA5DW).</li> <li>For Remote 3D View, you must add your vehicle to your MINI Connected account. Your vehicle must be located in a country where the feature is legally permitted to use, and the vehicle location has to be turned on in the vehicle.</li> <li>For Anti-Theft Recorder, the Alarm System is needed in addition to the Drive Recorder. To download the video into the MINI App, you must add your vehicle to your MINI Connected 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 MINI App and confirm the legal disclaimer. 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 MINI App upon your request. The images, along with the GPS position of the car (if available and enabled), are saved only in your MINI App.</li> <li>For Drive Recorder, no data will be stored in our Systems.</li> <li>Anti-Theft Recorder captures videos using the cameras on the outside of the car and transfers them to the MINI 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 3rd 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 MINI 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 MINI App and will be deleted afterwards. MINI 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.</li> <li>For Anti-Theft Recorder, you can delete each image in the MINI 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>

# MINI Intelligent Personal Assistant

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

## Service Description

The service MINI Intelligent Personal Assistant provides you with various functions: Voice Interaction 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 personalised 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 recognises 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 “Hey, MINI”. The activation word can be enabled and disabled.

Once the setup of the MINI Intelligent Personal Assistant is completed, Voice Interaction is an online-based function, for which server-based online voice processing is activated permanently.

The experience can optionally be enhanced by linking Amazon Alexa to your MINI user profile. This will add selected functionalities, such as operating Alexa music streaming for Spotify, Audible, and Amazon Music by voice.

**Intelligent Functions** offer personalised, context-based, and intelligent car-related suggestions and automations in the car. It offers different functions, depending on different operating systems:

- **Automated Window:** Automatically opens your driver window whenever you need it, after you set a point of interest in the menu.
- 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.

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 MINI Intelligent Personal Assistant, you need a car with at least MINI Operating System 9.</li><li>• All features of the MINI Intelligent Personal Assistant are included in the Digital Base in all MINI Connected markets, except for visualisation enhancements and Automated Window, which are only available through the subscription of MINI Connected Package</li><li>• To access Amazon Alexa via the MINI Intelligent Personal Assistant by saying “Hey, MINI” or pressing the voice control button on the steering wheel, a link between your MINI ID and your Amazon Account is required.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• Voice Interaction requires the finalisation of the MINI Intelligent Personal Assistant setup, which can be started manually by pressing the voice control button. Afterwards, online voice processing is activated permanently.</li></ul>

	<ul style="list-style-type: none"> <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 MINI Intelligent Personal Assistant settings. Some personalised functions are only fully functional if you have given your data privacy opt-in in the Data Privacy Menu. You can opt-in in the MINI 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 optimise recognition performance for frequently called contacts and phone numbers, most recent call history, contacts list and your configuration.</li> <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 recognised by the function, configuration, and dialog flow.</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 Amazon Alexa, once “Alexa” Domains are being entered, audio data, authentication data, and location data are shared with Amazon.</li> <li>For 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>Data shared with Amazon when you have linked your Amazon Alexa account to your user profile will be handled according to Amazon’s Terms &amp; Conditions (Alexa Terms of Use) and privacy policy (Amazon.com Privacy Notice).</li> <li>For Intelligent Functions, personal preferences held in our IT systems can be deleted either manually by deleting the MINI Connected 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</li> </ul>

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

### **In Detail**

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

**Remote Inside View:** The interior camera in your vehicle can record images and videos of your vehicle interior using the remote function in the MINI 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. 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 Interior Camera-based Services, you must add your vehicle to your MINI Connected account. Your vehicle must be located in a country where the use of this function is legally permitted.</li><li>For Anti-Theft Recorder (Interior), the Alarm system is needed in addition.</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 MINI App.</li><li>For Interior Camera Function, Data is stored in the vehicle, assigned to the MINI 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 MINI App via the backend on request. All image data is encrypted and can only be displayed by the MINI 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 3rd 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 MINI 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>

## **MINI Connected Package**

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

### **Service Description**

MINI Connected Package enables the experience and use of digital content and features in the vehicle in return for a one-off or recurring payment.

### **In Detail**

MINI Connected Package 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 MINI Connected Package) 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.

MINI Connected Package 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.

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>	The possibility to purchase MINI Connected Package depends on the vehicle's hardware and software and can be checked in the MINI Connected Store after linking the vehicle VIN (vehicle identification number) to the MINI ID. If the offer "MINI Connected Package" is displayed as bookable in the MINI Connected 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 MINI ID, an activation token is sent to the vehicle and automatically activates a time-limited free trial period. The free trial period ends automatically.

## **MINI Navigation**

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

### **Service Description**

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

### **In Detail**

**Learning Navigation** transfers your mobility behaviour (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 MINI 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 Updates**, 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 MINI 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, the additional MINI Navigation functions of the MINI Connected Package provide an enhanced, personalised and more convenient driving experience with enriched information, content, and visualisation, e.g., colored visualisations 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 MINI Operating System 9, 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 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 an account, a car which is mapped to the account and an USB Stick.</li> <li>If equipped with MINI Operating System 9, all MINI Navigation-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 and Navigation.</li> <li>For RTTI, you need Navigation and an active RTTI contract.</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 Updates: 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, 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, 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> <li>If equipped with MINI 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> </ul>

	<ul style="list-style-type: none"> <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 under BMW contract to fulfill the service. This data is either completely anonymous or pseudonymised in a way, that external partners are unable to re-identify a MINI 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>

# Personalization

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

## Service Description

Personalization services 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 MINIs.

Personalization services also provide you with functionalities outside the vehicle (offboard functionalities) via the MINI App or the MINI 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 MINI App, also with an individual profile picture and Personal Picture Upload 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 MINI ID to the vehicle key or digital key, your MINI ID is automatically loaded with your personal settings as soon as you unlock the vehicle. You can save your individual settings in the Cloud and thus transfer them to other applicably equipped MINI vehicles. With an active MINI ID, the Intelligent Personal Assistant can also make personalized suggestions to you and you can assign a personal activation word. In addition, you can use your MINI ID to define privacy settings individually for your profile.

Depending on the technical capabilities, the vehicle is automatically linked to the MINI ID after an in-car login, e.g., for the use in the MINI App. Depending on the technical capabilities, for vehicles with a least MINI Operating System 9 up to seven vehicle users that have logged in with their MINI ID can make use of offboard functionalities for the same vehicle. If supported, vehicle functions indicate associated options in the MINI App.

There is one main user and up to 6 joint users. The first user who has added the vehicle to the MINI App or MINI Portal becomes the main user. It is possible to handover the main user role to another MINI ID via the MINI App. The main user has additional rights beyond those of the other users, e.g., administrate other users and set up the main MINI 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.

If users have added the vehicle to the MINI App/MINI Portal, their first and last names as well as profile pictures will be displayed in the MINI App and the MINI Portal also on the control screen of the vehicle. If multiple users have added the same vehicle to their MINI App or MINI Portal, they can see each other's first and last names and profile pictures in the MINI App and MINI 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 with at least MINI Operating System 9, equipped with Teleservices (Option Code SA6AE) and a MINI ID.</li></ul>
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	<ul style="list-style-type: none"> <li>• For Personalization, you need a smartphone to setup a personal account. The vehicle is then linked automatically with your MINI ID after in-car login. Synchronization with the Cloud is activated per default and can be deactivated in the settings menu of the corresponding MINI ID.</li> <li>• For the Personal Picture Upload within the Personal Mode, you need a vehicle equipped with MINI Experience Modes (Option Code SA4VF).</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 smartphone and QR Code Scan. You can activate the personal account automatically when unlocking with the key linked to the MINI 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 Cloud if synchronization of the MINI 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 3rd 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 Cloud if synchronization is activated and until personal settings are deleted in the Cloud upon customers' request.</li> </ul>

## **Remote Control**

Date Revised: 06-October-2023; Version: Release 11/2023

### **Service Description**

With Remote Control, the vehicle status can be checked, and several vehicle functions can be controlled remotely via Remote Services through the MINI 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 MINI 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><li>To check the tyre pressure remotely, a vehicle with at least MINI Operating System 9 is 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 MINI App account of the user with his MINI ID and Remote Services must be activated in the MINI Portal.</li><li>To show vehicle status data in the MINI App, the “MINI App and Portal” must be activated in the data privacy setting either in the vehicle or the MINI 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: 30-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 MINI App on the smartphone. An RSU consists of two main phases, the download, and the installation phase.

The RSU can be downloaded via the MINI 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. The installation can also be started remotely via the MINI App.

The vehicle is not usable during the duration of the installation. For electric vehicles, the charging process is suspended until the installation is complete and may then have to be reinitiated manually by the customer. The customer receives a notification at least in the vehicle when the 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>	<ul style="list-style-type: none"><li>• For Remote Software Upgrade, you need a vehicle with at least MINI Operating System 9</li><li>• The possibility to receive software upgrades via Remote Software Upgrade depends on the vehicle's hardware and can be checked in the vehicles' MINI Connected menu. If the menu item "Remote Software Upgrade" is visible, the car is upgradeable via Remote Software Upgrade.</li></ul> <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>	<ul style="list-style-type: none"><li>• The service Remote Software Upgrade is activated by default.</li><li>• You can deactivate the service in the Upgrade Settings at any time.</li><li>• However, each individual update installation via RSU must then be manually initiated by you.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• For Remote Software Upgrade, vehicle data and software upgrade data 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 Software Upgrade, vehicle data and software upgrade data are processed and stored. For roadside assistance in case of critical errors after a Remote Software Upgrade, call center agents might contact the customer proactively (e.g., via phone). For this purpose, the customer data stored in his or her MINI Connected Account are used and are shared with external service providers for the purpose of roadside assistance only, if necessary.</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>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Vehicle and software upgrade data will be deleted automatically as well.</li> </ul>

## **Repair & Maintenance**

Date Revised: 31-October-2025; Version: Release 03/25

### **Service Description**

Repair & Maintenance services provide you with various functions:

Teleservice Call and Smart Maintenance, Service Partner Management, Roadside Assistance Call, Accident Assistance Call, Electronic Service History, Repair History, Remote Diagnosis, as well as Repair and Maintenance Services for Independent Providers.

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

### **Extended Customer Communication**

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

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

### **In Detail**

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

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

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

Furthermore, based on data generated during past workshop visits, BMW updates service relevant information like next service dates or part information of replaced components (e.g. Tire-Identification-Number) over the air. This enables BMW to prevent sending invalid service notifications and ensures the up-to-date service status of your vehicle.

The service contains different features:

### **Teleservice Call**

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

### **Smart Maintenance**

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

### **Remote KeyRead**

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

### **Service Partner Management**

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

### **Roadside Assistance Call**

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

### **Accident Assistance Call**

Via Accident Assistance Call, you receive help in the event the vehicle identifies a minor accident or damage. In this case, the vehicle notifies you on the control display via which you can directly contact a specialist at BMW Accident Assistance. By starting Accident Assistance Call, all relevant data regarding the accident, including your current position, will be transmitted to help in this situation. The specialist can support you by contacting your preferred service center, organizing help on spot or a towing truck if needed. Furthermore, you are able to start the Accident Assistance Call manually to receive assistance without prior notification in your vehicle. Depending on your market, Accident Assistance specialists may contact you proactively.

### Electronic Service History

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

### Repair History

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

### Remote Diagnosis

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

### Repair and Maintenance Services for Independent Providers

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

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

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

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

### Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>• For Teleservice Call, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call and Service Partner Management, an active ConnectedDrive contract, the equipment "Teleservices" (Option Code SA6AE), and an active SIM card are required. Furthermore, the vehicle must be in standard condition meaning without technical modifications (e.g. engine tuning), must have been serviced or retrofitted according to the manufacturer's</li></ul>
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	<p>specifications and should not be subject to any unusual or rapidly changing conditions of use or ambient conditions.</p> <ul style="list-style-type: none"> <li>• Additionally for Smart Maintenance, your vehicle must feature BMW Operating System 7 or newer. Depending on the model and market, your vehicle features the entry "Smart Maintenance" in the data protection menu.</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>• Via the data protection menu, data transmission can be activated or deactivated at any time.</li> <li>• Smart Maintenance needs to be activated by yourself in the data protection menu.</li> <li>• All other functions are activated by default.</li> </ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>• For Teleservice Call, the date of the last Teleservice Call was sent will be stored in the vehicle.</li> <li>• For Accident Assistance Call, location data and information about the accident will be stored in the vehicle.</li> <li>• For Repair and Maintenance Services for Independent Providers, the transmission date of the last Teleservice Call will be stored in the vehicle. Furthermore, location data and information about the accident will be stored for Accident Assistance.</li> <li>• To prevent false or irrelevant service notifications during a vehicle workshop stay BMW updates map data in the vehicle with workshop location information.</li> <li>• To improve on the duration and efficiency of the workshop visit and to prevent incorrect service notifications, BMW updates service-relevant vehicle onboard information based on the conducted services.</li> </ul>
<u>What data will be processed at BMW touchpoints?</u>	<ul style="list-style-type: none"> <li>• The assignment of the service partner can be changed in the My BMW App / MINI App, within the My BMW / MINI Portal or directly in your vehicle.</li> <li>• Teleservice Call and Smart Maintenance data and all related vehicle information in the event of maintenance requirements, malfunctions or other vehicle needs may be displayed and communicated within the My BMW App / MINI App and via push notification within the My BMW App / MINI App.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• For Teleservice Call, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call, vehicle information, status and technical data will be stored. For Roadside Assistance Call, Accident Assistance Call and Service Partner Management, location data will be stored additionally. For Repair and Maintenance Services for Independent Providers, vehicle data, technical information and location data will be stored (for Service Partner Services, Roadside Assistance Call, Accident Assistance Call and Remote Diagnosis). Furthermore, repair information will be stored (Electronic service history and Repair history).</li> <li>• BMW processes your personal data to the extent it is necessary for the fulfillment of the BMW ConnectedDrive contract for example to identify the vehicle owner, provide a comprehensive and proactive Client support and to contact in case of vehicle-related services.</li> </ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> <li>• For Teleservices and Smart Maintenance information about maintenance requirements may be passed on to your preferred service center, which can be selected or commissioned by you.</li> <li>• Roadside Assistance call may be transmitted to third parties. Data like maintenance requirements can be forwarded to or accessed by your preferred service center, which can be selected or commissioned by you.</li> </ul>
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> <li>• For Teleservice Call, Smart Maintenance, Accident Assistance Call, Roadside Assistance Call, data is retained until a specific maintenance requirement has been identified and communicated and the processing of all procedures have been completed.</li> </ul>

# 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 MINI Operating System 9.

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 MINI 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>• For Smartphone Integration, you need:<ul style="list-style-type: none"><li>○ For Apple CarPlay and a car before MINI Operating System 9, the car needs to be equipped with Smartphone Integration (Option Code SA6CP). Cars with at least MINI Operating System 9 do not require additional optional equipment. In both cases, a compatible Apple iPhone 5 or later generations is required.</li><li>○ For Android Auto, a car with at least MINI Operating System 9, and a compatible smartphone with at least Android 10. The Smartphone must support 5-Ghz-Wlan.</li></ul></li><li>• Smartphone compatibility may be subject to changes, therefore please check <a href="https://www.apple.com/ios/carplay">https://www.apple.com/ios/carplay</a> or <a href="https://www.android.com/auto/">https://www.android.com/auto/</a>, respectively.</li></ul>
<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. On the Smartphone, Bluetooth and Wi-Fi must be activated.</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. MINI 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 MINI 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 analysed 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 optimisation and preparation of technical campaigns.

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

**MyInfo** provides the option of transmitting destination addresses, phone numbers and notes from the PC directly to the car via your MINI Connected account. Depending on the technical capabilities of the car, you can send addresses directly to your car from the MINI 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

<u>Prerequisites:</u>	<ul style="list-style-type: none"> <li>For all services, you need a car equipped with Teleservices (Option Code SA6AE).</li> <li>For Anti-Theft notification, you need a car with at least MINI Operating System 9, 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 MINI 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 MINI Connected 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 MINI Connected – 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 optimised for charging or manually via the “Battery Preconditioning” menu or in the MINI 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 MINI ID.</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 MINI 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 analysed 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 pseudonymised 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> </ul>

	<ul style="list-style-type: none"> <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 data and sensor status information (e.g., sensor failure) will be stored in de-personalised form in our systems for non-personalised services.</li> </ul> <p>For personalised 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 MINI 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-personalised form with carefully selected development partners, who may be located outside of your country of residence, or MINI 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 anonymised.</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. Personalised 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 MINI 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>

## **Traffic Camera Information**

Date Revised: 15-February-2024; Version: Release 07/24

### **Service Description**

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

### **In Detail**

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

Please note that each Service and its functions depends on availability. Depending on the 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 Traffic Camera Information, you need a car with at least MINI Operating System 9 and an active subscription via the MINI Connected Package.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>The service is automatically activated once you have purchased a subscription via the MINI Connected Package.</li></ul>
<u>What data will be stored in the car?</u>	<ul style="list-style-type: none"><li>No 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>The approximate position of the car (not exact position) is collected.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>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>The approximate position of the car is stored in pseudonymised form only and will be automatically deleted. Settings can be deleted at any time in the car by the customer.</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 MINI Connected account, you can view your personal RSS-feeds in our portal and choose to opt-in to advanced personalization.
- Via **Weather**, you have a detailed daily preview as well as an outlook for the next days (at any location). Weather warnings will notify you of any storms.
- **Online Mail** allows you to receive and send emails in the car. Email wizards are offered for the most common email providers, as well as the opportunity to manually configure an e-mail account.
- Via **Online Destinations**, you will always find updated destinations and the latest information about them. If your phone is connected to the car, the search will also search phone contacts for matches if the contacts are enabled in the MINI App or car. You can flag your favorite destination, search for new destinations within the app and simply send them directly to your MINI.
- Via **Fuel Price Search**, you can look for gas stations, filtered by fuel type. This function is also available for charging stations.
- Via **Learning navigation**, you can control whether location data for the intelligent mobility assistant is collected from the 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 MINI 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 MINI 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 cars with at least MINI Operating System 9, you need the optional equipment Teleservices (Option Code SA6AE). Cars prior MINI Operating System 9 require the optional equipment ConnectedDrive Services (Option Code SA6AK).</li></ul>
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<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>

## **Video Streaming**

Date Revised: 05-October-2023; Version: Release 11/23

### **Service Description**

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

### **In Detail**

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

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

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

### **Further Information**

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>• For Video Streaming, you need a vehicle with at least MINI Operating System 9 and an active subscription with the MINI Connected Package.</li><li>• For certain content providers, a personal eSIM (Option Code SA6PA) for Video Streaming enablement is required.</li><li>• A user account with the respective content provider, if required by the provider.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• With MINI Operating System 9 and newer, Video-Streaming is included in the MINI Connected Package and activated once the subscription is activated.</li><li>• If the Personal eSIM is required for the relevant content provider, the associated video streaming content is activated by default as soon as the Personal eSIM is set up.</li></ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"><li>• No personal data are stored in the vehicle.</li><li>• For TiVo and YouTube, cookies are stored within the browser cache of the vehicle until the customer deletes them manually.</li></ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"><li>• Anonymized statistics and performance relevant data are processed and stored to guarantee proper service operation.</li></ul>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"><li>• Specific data required by the content providers can be routed directly from our IT systems to these content providers. Our IT systems do not permanently store this data.</li></ul>
<u>When will processed data be deleted?</u>	<ul style="list-style-type: none"><li>• For deleting the browser cache data, you can either use factory reset for the vehicle, or delete your user profile, or “Delete browser data” within the YouTube option menu. All data processed in our IT system will then be deleted automatically as well.</li></ul>