

## Terms and Conditions for Use of BMW Websites and BMW Application

These terms and conditions for use of BMW websites and BMW application ("**Terms of Use**") are considered as our agreement with our Platform users or customers ("**you**", "**your**" and "**yours**") for using our Platform or Services.

### 1. Information about us, our Platform and Services

BMW websites, BMW application, and/or any other BMW online or electronic channels (collectively "**Platform**") are operated by BMW (Thailand) Co., Ltd. and BMW Leasing (Thailand) Co., Ltd. ("**BMW Group Thailand**", "**we**", "**us**" and "**our**"). We are registered in Thailand and have our registered office at 87/2 44th, 50th and 51st Floor, CRC Tower, All Seasons Place, Wireless Road, Lumpini Sub-District, Pathumwan District, Bangkok 10330.

Our Platform, including [www.bmw.co.th](http://www.bmw.co.th), [www.yourbmwleasingthailand.com](http://www.yourbmwleasingthailand.com), [www.mini.co.th](http://www.mini.co.th), [www.bmw-motorrad.co.th](http://www.bmw-motorrad.co.th) ("**BMW websites**") and/or My BMW application ("**BMW application**"), provides features, news, content, information, communication tools, online self-service portal, privileges, auxiliary and financial services in relation to our provision of vehicles and other related services (together or separately the "**Services**"), including but not limited to:

- Account registration
- Test drive appointment
- Vehicle customization
- Function on-demand
- ConnectedDrive services
- Event Booking application
- Online sales and digital stores
- Vehicle status management
- Remote services system
- BMW Configurator
- MINI Configurator

By accessing or using our Platform, these Terms of Use will automatically apply to you and you are agreeing to be bound by them for the duration of your use of our Platform and Services. Please read these Terms of Use carefully before you start to use our Platform and Services, as these will apply to your ongoing use of both. Where you do not agree to these Terms of Use, please do not use or continue using our Platform and Services.

### 2. Other applicable terms

These Terms of Use refer to the following additional terms, which also apply to your use of our Platform and Services:

- Our Legal Disclaimer – [click here to view](#), which sets out a little more legal information about us and our Platform terms. Where there is a conflict between these Terms of Use and the Legal Disclaimer, these Terms of Use shall take precedence in relation to our Platform.
- Our Privacy Policy – [click here to view](#), which sets out the terms on which we use or disclose any personal data we collect from you or that you provide to us. Please also see the section below on '*Personal Data*'.
- Our Cookie Policy – [click here to view](#), which sets out information about the cookies on our Platform.
- Our BMW Configurator terms and conditions - [click here to view](#), which sets out the terms and conditions applicable to the use of the "BMW Configurator" on our Platform.
- Our MINI Configurator terms and conditions - [click here to view](#), which sets out the terms and conditions applicable to the use of the "MINI Configurator on our Platform.

Where there are other additional terms and conditions, guidelines and/or policies published pursuant to our Platform or Services, you agree to carefully read and comply with such terms and conditions, guidelines and/or policies, together with these Terms of Use, when using our Platform and Services.

### **3. Changes to these Terms of Use**

We can change any part of these Terms of Use, rules, policies and/or privileges in connection with our Services at any time by amending this page. We will always act reasonably when we do so. These Terms of Use, rules, policies and/or privileges in connection with our Services will only be changed for any of the following reasons:

- We reasonably believe that the change would make these Terms of Use easier to understand or fairer for you.
- We need to make the change as a result of changes in law, the decision of an Ombudsman or other regulatory requirement.
- We're making the changes as a result of changes in industry codes or agreements, technology or the systems we use to run our business, or to reflect good practice but we will only do this if it is as favorable or more favorable to you.
- To introduce changes to our Platform or new Services.

Please check this page from time to time to take notice of any changes we may have made, as by continuing to use our Services, you agree to the changes and they are binding on you. You are free

to stop using our Platform at any time if you do not want to accept any change we make to these Terms of Use.

#### **4. Changes to our Platform**

We reserve the right to update our Platform from time to time, and may change the Services, functionality and content at any time. However, please note that any of the content on our Platform may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our Platform, Services, functionality or any content within, will be free from errors or omissions.

#### **5. Accessing our Platform**

Our Platform is made available to you free of charge.

We do not guarantee that our Platform, Services or any content within, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Platform and Services without notice. We will not be liable to you if for any reason our Platform and/or Services is unavailable at any time or for any period.

By accessing our Platform, you represent and warrant that you are at least 20 (twenty) years old, or that you have the legal capacity to enter into a juristic act.

You are responsible for making all arrangements necessary for you to have access to our Platform. You are also responsible for ensuring that all persons who access our Platform through your internet connection or electronic services are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

#### **6. Your account and password**

You agree to register your account on our Platform in order to access certain Services, where you must keep all of your account-related details for accessing our Platform secret and take reasonable precautions to prevent them becoming known to another person.

You can request for the change of your account credentials, such as your username, password, and/or PIN (Person Identification Number), subject to our terms and conditions. You will still be bound to any actions you have taken prior to such change.

You must take reasonable steps to maintain the security of your device, for example:

- Make sure your device is locked when you're not using it.
- Keep your device free of viruses, malware or spyware.
- Log out of our Platform when you've finished (you should never rely on us automatically logging you out).

- Avoid using unsecure or unencrypted Wi-Fi.
- Only use public Wi-Fi hotspots if you know they are trustworthy – fraudsters can set up malicious Wi-Fi networks that could intercept your data.

You must not:

- Write down or record your security details for our Platform in a way which could be understood by someone else.
- Let anyone know or use your security details.
- Leave your device unattended after you've logged into our Platform.
- Let anyone else use your device if you are logged into our Platform.
- Set up a public computer as a computer you want us to recognize e.g. in an internet café.

We reserve the right to disable any user identification code or password, or your access to our Platform or your account, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use or any applicable laws or regulations.

If you know or suspect that anyone other than you knows your user identification code or password, or that your device is damaged, lost, or stolen, you must promptly notify us to cancel or suspend our Services, either by telephone on 1397, or by email to [callcenter@bmw.co.th](mailto:callcenter@bmw.co.th). We will not be held liable for such failure to notify.

## **7. Use of our Platform**

Any actions conducted using your account and password via our Platform, whether in relation to any of our Services, shall be deemed as fully effective and binding to you without the need of your signature in any of our documents, and you will be responsible for such actions. Nevertheless, we may request for additional documents if we deem appropriate.

If applicable, you may not modify, suspend, or cancel any direct debit or payments after you have submitted such request to us via our Platform. If such request has been made in advance, you may only modify, suspend, or cancel such request before we perform any actions regarding such request, or within our specified timeframe, subject to any other relevant terms and conditions.

You agree that, by proceeding with your request, we have duly provided you with our Services and such proceeding shall be binding to you.

You represent and warrant that your documents and/or evidences regarding your data, or any of our proceedings with your data, and/or any evidences of our provision of Services which we proceeded at your request within this Terms of Use is accurate and binding to you.

## **8. Intellectual property rights**

All legal rights, titles, interest and any intellectual property rights in connection with the Platform and Services, including but not limited to names, logos and images on our Platform which identify any BMW Group Thailand company, or third parties and their products and services, belong solely with us and/or the relevant third parties. We hereby grants you the non-exclusive and revocable license to use the Platform and the Services for personal use only. Nothing contained in our Platform shall be deemed to confer on any person any license or right on the part of BMW AG or any third party with respect to any such name, logo or image. All such rights are reserved.

The copyright in the material contained in our Platform belongs to a BMW Group Thailand company or its ultimate parent, BMW AG or their licensors. No person may copy, modify, transmit, distribute, display, reproduce, publish, license or create works from any part of this material or otherwise use it for any public or commercial use without the prior express written permission from us. You may only view or print individual pages for your own personal use.

The Services and technology or processes described in our Platform may be subject to other intellectual property rights reserved by BMW Group Thailand companies or their licensors or any relevant third parties. No license is granted in respect of such intellectual property rights.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged. You must not use any part of the content on our Platform for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our Platform in breach of these Terms of Use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You grant us and our affiliates a royalty-free, non-exclusive, and worldwide right and license to use, reproduce, display, modify, and re-format any and all of your content provided by you strictly in accordance with your instructions and/or requirements, for the purpose of our operation or performance of the Platform and Services under these Terms of Use.

## **9. No reliance on information**

The content on our Platform, including any information regarding our financial services, information regarding any agreements, or any other information, is provided for general information only and the information stored on our Platform will be electronic copies of documents relating to your agreement and/or correspondence between us. It is not intended to amount to advice on which you

should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.

Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up-to-date. The information stored on our Platform will relate to your agreements and/or correspondence between us.

## **10. Our liability to you**

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Thai law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Platform, Services or any content on it, whether express or implied.

We and all of our officers, employees, directors, agents, contractors and assignors will not be liable to you or any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising directly or indirectly, under or in connection with:

- Use of, or inability to use, our Platform and/or the Services or
- Use of or reliance on any content displayed on our Platform or through the Services

If you are a business user, please note that in particular, we will not be liable for:

- Loss of profits, sales, business, or revenue;
- Business interruption;
- Loss of anticipated savings;
- Loss of business opportunity, goodwill or reputation; or
- Any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our Platform and Services for domestic and private use. You agree not to use our Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable to you or any other person for following events:

- You have insufficient funds in your account, or you have been barred from making any transaction with us;

- Any transaction or payment made by you which resulted in an overdraft of your account with your bank (if any);
- Actions resulted from compliance with legal proceedings;
- Faults or errors of the Services or the deduction of account for payment occurred before or during your use in which we have communicated to you;
- You have breached our terms and conditions; and
- Force majeure events.

For the purpose of this Terms of Use, Force majeure means any circumstances beyond our control which obstructs our Services pursuant to this Terms of Use, and shall include any faults or malfunctions of our computer systems, power outages, any third party actions, or computer viruses which did not occur from our lack of standard security measures.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Platform or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Nothing in these Terms of Use is intended to establish, or shall be construed as establishing, joint and several liability and each BMW Group Thailand company shall not be liable for the acts and omissions of another BMW Group Thailand company.

## **11. Acceptable use and content standards**

If we make available, and should you make use of, a feature that allows you to upload content to our Platform or to make contact with other users of our Platform, you must comply with the acceptable use requirements and content standards set out below:

### **I. Prohibited uses**

You may use our Platform and Services only for lawful purposes. You may not use our Platform:

- In any way that breaches any applicable local, national or international law or regulation, and these Terms of Use.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.

- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of these Terms of Use.
- Not to access without authority, interfere with, damage or disrupt:
  - Any part of our Platform or Services;
  - Any equipment or network on which our Platform is stored;
  - Any software used in the provision of our Platform or Services; or
  - Any equipment or network or software owned or used by any third party.

## II. Interactive services

We may from time to time provide interactive services on our Platform, including, without limitation:

- Chat rooms and chatbot
- Bulletin boards

("Interactive Service")

Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Service provided on our Platform, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our Platform, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of the content standards, whether our Platform or Services are moderated or not.

Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.



### III. Content standards

These content standards apply to any and all material which you contribute to our Platform or communicated to use via our Platform ("**Contributions**"), and to any Interactive Services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts), to the extent that we will not be obligated to cross-examine such facts with other sources.
- Be genuinely held (where they state opinions).
- Be, to the extent applicable under the law, binding.
- Comply with applicable law in Thailand and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## 12. Suspension and termination

We will determine, at our discretion, whether there has been a breach of the acceptable use and content standard through your use of our Platform or Services. When a breach has occurred, we may take such action, without any obligation to notify you, as we deem appropriate.

Failure to comply with our acceptable use and content standards constitutes a material breach of these Terms of Use upon which you are permitted to use our Platform and Services, and may result in us taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Platform and Services.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Platform.
- Issue a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of our acceptable use and content standards. The responses described above are not limited and we may take any other action we reasonably deem appropriate.

You may terminate your use of our Services by providing written notice not less than fifteen (15) days prior to the effective date of such termination via our contact channels. If applicable, we retain the rights to invoice for any fees, costs, or expenses related to your use of our Services prior to the termination from your account.

## 13. Changes to the acceptable use and content standards

We may revise our acceptable use and content standards at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in our acceptable use and content standards herein may also be superseded by provisions or notices published elsewhere on our Platform.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

#### **14. Viruses and errors**

We do not guarantee that our Platform or Services will be secure or free from bugs, viruses or errors.

You are responsible for configuring your information technology, computer programs and platform in order to access our Platform. You should use your own virus protection software.

You must not misuse our Platform or Service by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, we may take legal action against you and your right to use our Platform will cease immediately.

You must notify us immediately should you encounter any bugs, viruses, errors, or any abnormalities is using our Services. Such notification shall be sent to use via our contact channels, and shall at least include the information of the related or affected Services. You agree to cooperate with us in the investigation of such events. We will inform you of the investigation result via our selected mode of communication.

#### **15. Linking to our Platform**

You must not establish a link to our Platform in any website.

#### **16. Third party links and resources on our Platform**

Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only and does not imply that we endorse or have approved the linked site. We have no control over the contents of those sites or resources and we will not be responsible for any content or activity on those sites or resources. By using our Platform, you agree that your use of other sites and resources provided by third parties is entirely at your own risk.

#### **17. Confidentiality**

You shall maintain in confidence all information and data relating to Platform, Services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of us, whether orally or in writing and whether before, on or after the date of these Terms of Use, or which are otherwise directly or indirectly acquired by you from us, or any of our affiliate companies, or created in the course of these Terms of Use. You shall further ensure that you only use such confidential information in order to use the Services, and shall not, without our prior written consent, disclose such information to any third party, nor use it for any other purpose.

For the avoidance of doubt, confidential information does not include any information which:

- At the time of disclosure is generally available to and known by the public other than as a result of disclosure by the receiving party;
- Was within the receiving party's possession prior to it being furnished to the receiving party, provided that the source of such information was not known by the receiving party to be bound by a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party or any other party with respect to such information; or
- Becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source of information was not known by the receiving party to be bound by a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party with respect to such information.

## 18. Personal data

You warrant and represent that you have read and understood our privacy policy that sets out the terms on which we use or disclose any personal data we collect from you or that you provide to us, copies of which are available at

- <https://www.bmw.co.th/en/footer/legal-information/privacy-policy.html>
- [https://www.mini.co.th/en\\_TH/home/footer/privacy-policy.html](https://www.mini.co.th/en_TH/home/footer/privacy-policy.html)
- <https://www.bmw-motorrad.co.th/th/public-pool/content-pool/privacy.html>

You warrant and represent to us that any information (including personal data) provided to us is true, accurate, current, and complete, and will inform us if there are any changes to that information.

Where you provide personal data of any other individuals or any third persons to us, you warrant and represent to us that:

- The individual to which the personal data relates has been informed of the collection, use, disclosure and/or cross-border transfer of the personal data as contemplated under these Terms of Use.
- You have obtained consent or relied upon another legal basis for the collection, use, disclosure and/or cross-border transfer of their personal data in compliance with applicable laws.
- You are authorized to disclose such personal data to us, so that we are entitled to collect, use, disclose and/or cross-border transfer the same for the purposes contemplated hereunder and the applicable privacy policies.

Subject to our privacy policy, you acknowledge and accept that we will record, retain, or process any correspondences, uses of our Platform, uses of our Service, and your data for the purpose of improving our service and/or ensuring that your data is up-to-date, and that such records may be used as an evidence against you in any legal proceedings, and that you waive any claims related

to such records. To the extent permitted by the data protection law, we have no obligation to record or retain our correspondences or your data.

You agree that we may send and/or disclose any non-personal data or anonymized data to Google, Google affiliates, and/or any person or juristic person in which we are a party to a contract or contractually related to, both in Thailand and abroad, for the purposes of collection, analyzation, and processing of the data.

You can study the process of sending and/or disclosure of data to Google, along with Google's data analyzation at " How Google uses data when you use our partners' sites or apps" at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/) or any URL designated by Google.

Additionally, we may integrate contents from third parties into our Platform. An example of this is the incorporation of YouTube videos. We will also work with third parties such as analytic firms and business partners (for example, Salesforce, Google, Adobe, Facebook, Instagram, etc.) who may also set cookies or tracking technologies on our Platform. Such third parties may use cookies and other technologies (including Google Analytics, Adobe Analytics, etc.) to collect information about your online activities while you are using our Platform. This information may be used to measure usage of our Platform and websites, and to personalize advertising content on our website.

These third parties are responsible for the cookies they set on our site, and we do not have access to or control over cookies or other features these third parties may use. The information practices of these third parties are not covered by our Privacy Policy, so please refer to the privacy policies of those third parties if you require further information.

For more details on how Google Analytics and Adobe function, please refer to their privacy policies at <https://policies.google.com/privacy> and <https://www.adobe.com/privacy/policy.html>.

If you do not want to use the remarketing features, you can disable it by changing the appropriate settings at their privacy policies.

## **19. Assignment**

You shall not assign these Terms of Use, or any rights or duties under these Terms of Use, in whole or in part, without the prior written consent from us. We may assign these Terms of Use, or any rights or duties under these Terms of Use, in whole or in part, to others and you agree to consent and provide all necessary assistance and support, including all necessary documents processed upon our request.

## 20. Applicable law

These Terms of Use are made in Thai and English. In the event of a conflict between the Thai version and the English version, the English version of these Terms of Use shall come into force and prevail over the Thai version.

These Terms of Use are governed by and construed in accordance with the laws of Thailand. Any dispute arising out of these Terms of Use shall be commenced and maintained exclusively in any court of competent subject-matter jurisdiction in Thailand.

## 21. Notices

You acknowledge and agree that you can only specify one (1) phone number and one (1) email address to be used as a communication method with us or for the use of our Services.

You agree to notify us immediately in writing via our contact channels of any changes to your contact address, telephone number, fax number, or email address.

Any documents or notices we address to you or your contact person (if any) at the contact address and/or email address given to us will be deemed effective, and that you have acknowledged the content of such documents or notices.

## 22. Contact us

We hope you enjoy using our Services and will do our very best to provide you with Services that enhance your experience of interacting with us. If you want to contact us about these Terms of Use, you can do so using the following details:

- By sending us a secure message via our Platform
- By email: [callcenter@bmw.co.th](mailto:callcenter@bmw.co.th)
- By phone: 1397
- By writing to us at: BMW (Thailand) Co., Ltd  
87/2 44th and 50th-51st Floor, CRC Tower, All Seasons Place, Wireless Road, Lumpini  
Sub-District, Pathumwan District, Bangkok 10330.

**BMW Configurator / MINI Configurator**

1. These terms and conditions apply to your use of the "BMW Configurator" and "MINI Configurator" website (Website).
2. The Website allows you to configure BMW and/or MINI vehicles by selecting a base model and applying various options which may be available to customize the relevant vehicle, submit your personal information to arrange a test drive, or link to the BMW Shop and/or MINI Shop website to reserve a vehicle with the same or a similar configuration (the Service).
3. To be eligible to use the Service, you must be at least 20 (twenty) years old, or that you have the legal capacity to enter into a juristic act, and must be a Thai resident residing in Thailand.
4. BMW (Thailand) Co., Ltd. and BMW Leasing (Thailand) Co., Ltd. ("**BMW Group Thailand**", "**we**", "**us**" and "**our**") offers the Service, and by using the Service, you agree to these terms and conditions.
5. These terms and conditions govern the Service only. The Service does not include other services provided by BMW Group Thailand, which are governed by separate terms and conditions available at the relevant websites or applications.
6. BMW Group Thailand is not the seller of any vehicles shown using the Service, and, to the extent permitted by law, is not responsible for the sale or delivery of any vehicle to you or any representations about the sale made by an authorized BMW Dealer and/or MINI Dealer (including with regard to the time that a vehicle may be available for purchase or delivery to you).
7. While BMW Group Thailand strives to ensure that the information set out in the Website is correct and up-to-date, BMW Group Thailand does not represent or warrant the completeness, accuracy or availability of the information.
8. All prices displayed on the website are Manufacturer Suggested Retail Price (MSRP) which already include VAT. The actual drive away price you pay for any BMW and/or MINI vehicles will be agreed by you with the selling Dealer and set out in the Dealer Sales Contract.

**BMW  
GROUP**

