

MINI

Terms & Conditions

MINI Connected

1. MINI Digital services and MINI Connected contract

1.1 MINI UK, Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "MINI") provides the customer with vehicle-related information and auxiliary services (hereinafter referred to as "Services") under the name "MINI Connected" in accordance with and subject to these Terms & Conditions.

1.2 The current version of these Terms and Conditions of Business and Use can be viewed, saved and printed out at any time at www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html. Any amendments to these Terms and Conditions of Business and Use shall be published at least six weeks before their intended date of entry into force and, where MINI is able to contact the customer, shall be notified to the customer. If the customer has agreed an electronic communication channel with MINI, the changes can also be communicated in this way. They become part of the contract if the customer does not object before the intended date of entry into force of the changes. Where the customer does object to any changes, MINI has the right to terminate the contract.

1.3 In order for the services to be made available to the customer, the conclusion 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, on its own and without the booking of individual services, does not at any time create any obligation on the part of the customer to accept or pay. However, the customer has access to the MINI Digital basic services as set out in the service description (section 3.1) on the basis of this framework agreement. Additional MINI Digital services under the MINI Connected contract can be booked (depending on the selected vehicle equipment) when you purchase the vehicle or subsequently via the MINI Store.

1.4 If the customer orders a new MINI vehicle from their seller (MINI authorised Retailer or MINI subsidiary) that has the standard or optional equipment required for a specific service, they may enter into a MINI Connected contract with MINI for the use of this service at the same time. In such case:-

- a) If the respective service is part of the standard equipment of the new MINI vehicle, the MINI Connected contract between the customer and MINI comes into effect at the same time as the purchase contract for the new MINI vehicle between the customer and the seller.
- b) If the service in question is exclusively part of the optional equipment for the new MINI vehicle, the customer is only bound by their application to enter into the MINI Connected contract from the point in time at which the customer can no longer deselect the optional equipment ordered for the new MINI vehicle. The MINI Connected contract between the customer and MINI comes into effect when the service is then activated by MINI upon first registration of the new MINI vehicle.

The customer waives the right to receive a separate declaration of acceptance in all of the above-mentioned cases.

1.5 If the customer decides not to use the MINI Digital services and, at the request of the customer, the SIM card installed in the vehicle is deactivated before the new vehicle is handed over, neither the customer nor MINI shall have any further obligations under the MINI Connected contract concluded under section 1.4.

In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely. Further information about these functions are included in the vehicles operating manual.

2. MINI Portal and MINI Store

- 2.1 At the internet address www.mini.co.uk, MINI provides the customer with the MINI Portal and the MINI Store among other things in accordance with these General Terms and Conditions of Business and Use. Use of the MINI Portal is free of charge for the customer.
- 2.2 The use of the "MINI Portal" and the "MINI Store" requires the creation of a user account by the customer and a login with username and password.
- 2.3 Via the "MINI Portal", the customer can view the status of the services activated for their vehicle and manage them. In order to do this, it is necessary to link the customer's user account to the vehicle for which the customer has booked the services and through which the services are to be used. For this link, the customer must transmit the vehicle identification number of the vehicle and individually selectable identification features to MINI via the "MINI Portal".
- 2.4 The purchase of paid or free services in the "MINI Store" requires there to be a MINI Connected contract (in accordance with sections 1.4 and 1.6) between the customer and MINI, registration of the customer in the "MINI Portal", a link between their vehicle and their user account, and the provision of address and payment data.

3. Description, duration and availability of the services

- 3.1 The scope of the individual services, the terms and availability are described in detail during the booking process and at https://www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html "MINI Digital services - Information/Data Protection" (hereinafter "Service Description"). The costs of the services are specified by MINI individually or for several services together during the booking process.
- 3.2 Once the MINI Connected contract has been entered into, it remains in force indefinitely. In accordance with section 1.3 is unlimited. The duration of other services booked in addition to the basic services is determined by the relevant service description. Generally, in the case of a limited paid-for service, the initial term of the service is a maximum of two years with automatic renewal for a maximum further period of one year, unless the customer terminates the service by notice at least six weeks before the end of the initial term.
- 3.3 The services are provided via a SIM card installed in the vehicle. The services are therefore partly limited by the reception and transmission range of the transmission stations operated by the respective network operator and can also be affected in particular by atmospheric conditions, topographical features, the position of the vehicle and obstacles (e.g. bridges and buildings). In addition, the provision of the services requires the functionality and operational readiness of the mobile network required for the installed SIM card.
- 3.4 Disruptions to the services may result from events beyond the reasonable control of MINI including but not limited to strikes, lock-outs and government and other official action, as well as from technical and other measures that are necessary, for example, at the facilities of MINI, the suppliers of traffic data or the network operators for the proper operation or improvement of the services (e.g. maintenance, repair, system-related software updates, 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. MINI shall make all reasonable efforts to promptly remedy such faults and any faults caused by malfunctions of the operating software of the relevant service stored in the customer's vehicle (so-called bugs) or to work towards their elimination but shall otherwise have no liability to the customer in relation to the matters set out in this Section 3.4. 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 referred to as "remote action"), provided that all of the following conditions are met:
 - a) The fault to be rectified has no effect on the operational safety of the customer's vehicle;

b) It is to be reasonably expected that the remote measure 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 that would have been carried out previously as control processes in a fault-free state); and

(d) It is reasonably expected that the remote action will not cause undue impairments to the customer. Undue impairments are deemed to exist in particular if the remote measure will lead to longer-term failures (more than 10 minutes per attempt at a remote measure) or disruptions of other services, to even short-term failures of other vehicle functions or to the loss of personal settings or data of the customer.

3.5 Subject to the conditions set out in section 3.4 a) - d), MINI is also entitled to carry out remote measures to comply with applicable legal and regulatory requirements, to eliminate malfunctions of other operating software stored in the vehicle and to remedy security loopholes.

3.6 If a remote measure is not possible for technical reasons, in particular due to poor or interrupted mobile reception or due to temporary vehicle conditions in which the implementation of remote measures is technically impossible (e.g. vehicle conditions that are not suitable for carrying out the respective remote measure, such as, depending on the specific remote measure, parking/living/driving; interruption of the measure by the customer locking/unlocking the vehicle during the remote measure; interruption of the remote measure by starting an eCall), MINI may repeat the remote measure.

3.7 MINI reserves the right to modify the scope of a service, provided that such modification is reasonable with regard to the overall scope of the agreed service. In the event of a more extensive modification of the scope of a service, of which the customer can be notified in writing or via an electronic communication channel (e.g. via the MINI App), the customer has the right to terminate this service within six weeks of receipt of the notification of the modification and have it deactivated free of charge via the MINI Connected Hotline (see section 9).

3.8 MINI may indicate to the customer via the vehicles Central Information Display that Remote Software Upgrades are available which require that the customer confirms the installation of the upgrade via the Central Information Display.

Certain services may not be functional or limited in their functionality until the customer installs the indicated Remote Software Upgrade.

Information about the respective upgrades are provided to the customer as part of the notification indicating that the update is available.

4. Use of the services

4.1 The customer 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 scope of the use of the services to third parties for commercial purposes or to process them further.

4.2 The customer shall be wholly liable for the costs of misuse of the emergency call or other services.

4.3 The MINI Connected contract between MINI and the customer and the services booked by the customer are vehicle-specific and cannot be transferred to or used in another vehicle.

5. Booking additional services via the "MINI Store"

5.1 In addition to the basic services, the customer can order further MINI Digital services either directly with the purchase of the new vehicle or subsequently via the "MINI Store". The "MINI Store" is aimed at customers with a MINI Connected contract with MINI.

5.2 Offer and conclusion of contract when booking services via the "MINI Store"

- a) A customer who has registered in the "MINI Portal" can book the various services offered by MINI via the "MINI Store" at the fixed price indicated. Details of the service in question and its duration can be found in the description of the individual service in the "MINI Store" and in the service description. As soon as the customer clicks on the button "Order now with payment" in the case of services with costs, or on the button "Order now" in the case of services free of charge, a binding contract with MINI comes into force.
- b) The customer can correct input errors by cancelling the process and starting the process again.
- c) After completing the ordering process, the customer receives a confirmation of the conclusion of the contract for the booked service by e-mail.
- d) The contract sent to the customer after it is entered into is not stored separately by MINI and cannot be called up, requested or viewed by the customer at MINI.

5.3 Order procedure in the "MINI Portal" and via the "MINI Store"

a) Start online ordering in the "MINI Portal".

In the "Store" area in the "MINI Portal", the customer can find out about the services offered by MINI Connected (with different durations and prices, if applicable). The customer can then select a service (with duration and price if necessary). The order is started when the customer begins the online ordering process for the selected service and term by clicking the "Book now" button.

b) Customer status

If the customer has not yet registered in the "MINI Portal" and/or has not yet entered any address and payment information, they must do so first before being able to place an order.

c) Order overview/order change

If the customer has already registered in the "MINI Portal" and entered address and payment information, they will be taken directly to an overview page which displays the complete order with all relevant contract data. The customer may then cancel the order process by leaving the website. If the customer agrees with the order overview, they can place their binding order by clicking on the button "Order now with payment". In order to complete the order, you must accept the General Terms and Conditions of Business and Use. If the customer has not yet registered in the "MINI Portal" and/or has not yet provided any address and payment information, they must first enter this in the "MINI Portal" in the "Administration" area before the order can be placed.

d) Order information:

After completing the ordering process, the customer will also receive the service description and the Terms & Conditions by e-mail..

5.4 Provision and activation of services

After the customer has clicked on the "Order now with payment" or "Order now" button, the service is booked with MINI and directed to activation. A provisioning file is then sent to the vehicle and the service is activated in the vehicle. This process usually takes a few minutes. However, the process cannot be completed if the data connection is interrupted. In such a case, the provision of the service will be delayed until the transmission to the vehicle was able to be carried out.

5.5. Payment

- a) The stated prices are in pounds sterling including value added tax.
- b) In the event of late payment by the customer, MINI shall be entitled to suspend or discontinue the provision of the relevant services and to deactivate the customer's access authorisation to such services until the customer has paid in full. This deactivation shall include, where appropriate, the function of the "Intelligent Emergency Call" service. The customer will be in default in payment if they have not paid within 30 days of the invoice date.
- c) The customer may only offset amounts claimed by it against MINI against claims by MINI if the customer's claim is undisputed or has been legally established.

5.6 Right of cancellation

If the customer is a consumer, they have a 14-day right of revocation (see section 8).

6. Deactivation of the services, termination of the MINI Connected contract

6.1 The customer may have the SIM card installed in the car deactivated at any time by an authorised MINI dealer, a MINI subsidiary or an authorised MINI workshop. When the SIM card is deactivated, all booked MINI Digital services including basic services are deactivated. Deactivation means that the emergency call (option 6AC) in the vehicle will also not function. In vehicles that are equipped ex works with statutory emergency call, the SIM card cannot be completely deactivated, as the statutory emergency call is part of the vehicle's type approval.

In vehicles equipped with functions that are part of the vehicle's type approval and therefore legally required, e.g. the European Emergency Call ("EU eCall") or the provisioning of electronic map data relevant for the display of the current speed limit, the SIM card cannot be deactivated completely.

6.2 MINI and the customer may terminate the MINI Connected contract if an unlimited term applies to it in accordance with section 3.2 or an unlimited duration service at any time with six weeks' notice. Otherwise, where there is a specified initial term with automatic renewal, the customer may terminate the service by at least six weeks' notice before the end of the initial term.

6.3 MINI may refuse, suspend, cancel or terminate all or some services or the MINI ConnectedDrive contract as a whole in the event of the customer being or becoming subject to Sanctions (as defined in the following sentence) provided that under the Sanctions, MINI is no longer permitted to provide the respective services to the customer.

Sanctions means any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union or Her Majesty's Treasury (HMT)). To the extent the respective services have already been paid for by the customer, the customer may claim an appropriate refund regarding the unused/cancelled service provided that MINI has received approval from the relevant authority (to the extent required under the applicable Sanctions).

7. Sale or permanent transfer of the vehicle

- 7.1 The customer may not transfer their existing MINI Connected contract with MINI to a third party without the consent of MINI. This also applies in the event that 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 ensure that all personal data stored in the vehicle is deleted. The customer must also end the link between the vehicle and their user account.
- 7.3 The customer is obliged to inform the third party to whom he sells their vehicle or to whom they permanently transfers their vehicle of all active and deactivated services.
- 7.4 If the vehicle is sold or passed on to a third party, the customer has the right to terminate a limited duration service with a six-week notice period in addition to the termination option under section 6.2. If the customer terminates a temporary service before the end of the agreed term, there will be no entitlement to any refund.

8. Right of cancellation for consumers

Right of cancellation:

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 revocation, you must notify us (MINI Customer Information Centre, Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN or by email to miniconnecteddrive@mini.co.uk) by means of a clear statement (e.g. a letter sent by post or e-mail) about 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 that 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 in respect of this contract 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.)

By post to: MINI Customer Information Centre, Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN

Or via e-mail to: miniconnecteddrive@mini.co.uk

- I/we (*) hereby give notice that we cancel our contract for the provision of the following service (*)
 - Ordered on (*)/received on (*)
 - Vehicle VIN number
 - Name of the consumer(s)
 - Address of the consumer(s)
 - Signature of the consumer(s) (only in case of communication by paper)
 - Date
-

(*) Delete as applicable.

9. Contact

The MINI customer service can be reached by e-mail at miniconnecteddrive@mini.co.uk. 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 064 0360.

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.
- 10.3 MINI shall not be liable for the consequences of malfunctions, interruptions and functional impairments of the services, in particular in the cases described in sections 3.3 and 3.4.
- 10.4 Subject always to sections 10.1, 10.2 and 10.4, in no circumstances shall MINI or its employees or agents be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill or loss (whether direct or indirect) of anticipated savings or wasted expenditure in connection with this contract..
- 10.5 Nothing in this section 10 shall exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be unlawful to exclude liability.

11. Data processing and security

- 11.1 The data entered by the customer within the framework of the "MINI Portal" or the "MINI Store" are automatically encrypted using the SSL protocol (Secure Sockets Layer Protocol). SSL is the industry standard for transferring confidential data over the internet.
- 11.2 MINI collects, stores and processes the personal data provided by the customer in accordance with applicable data protection law and to the extent necessary for the performance of the contract and the use and invoicing of the services. Details on the processing of personal or vehicle-related data within the scope of the individual services can be viewed in the service descriptions and at https://www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html.

- 11.3 The customer shall inform MINI immediately of any changes to its personal details relevant to the contractual relationship and the invoicing of services.
- 11.4 Usage data required for the proper billing of services (billing data) may be stored and used by MINI beyond the end of the contract until the billing is completed. To the extent necessary for the purpose of detecting and preventing improper use of services, inventory and traffic data may be processed and, where appropriate, stored beyond the end of the use process.
- 11.5 Data from the use of the services are evaluated solely in a completely anonymous form, for the purpose of quality control.

12. Jurisdiction and applicable law

- 12.1 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.
- 12.2 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.

13. MINI Connect Services (New Vehicle) Subscription Start Date

- 13.1 On newly produced MINI vehicles, the MINI Digital 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.

Last Revised: November 2022

Terms and Conditions of BMW UK for the sale of Service Inclusive in the MINI Store

1. Scope of Application, Contracting Partner

1.1 The sale of Service Inclusive packages via the MINI Store (available at: https://www.mini.co.uk/en_GB/Store/Is/cp/connected-drive) by BMW UK, Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "BMW") shall exclusively be subject to these General Terms and Conditions (hereinafter "Terms") in the version valid at the time of conclusion of the sales contract. In addition to these Terms, the MINI Connected Terms and Conditions, available at https://www.mini.co.uk/en_GB/home/terms-and-conditions/mini-connected-legal-information.html shall apply. In case of discrepancies, these Terms shall prevail with regard to the purchase of Service Inclusive packages.

2. Offer and Conclusion of Contract

2.1 The customer has the option to purchase the following Service Inclusive packages in the MINI Store: "Service Inclusive". The Service Inclusive packages include certain service and maintenance work to which the customer is entitled during the selected term. The details of the available Service Inclusive packages and the runtime-mileage combinations can be found in the descriptions of the MINI Store.

2.2 The Service Inclusive packages displayed in the MINI Store and indicated as available constitute a binding offer by BMW which the customer can accept at the specified fixed price.

2.3 In the MINI Store the customer can select a Service Inclusive package with the desired runtime-mileage combination under "Service Inclusive". The customer can initiate the order process by clicking the button "book now" for the selected Service Inclusive package.

2.4 If the customer has not yet registered at "MINI Portal" and/or has not yet entered any valid address and payment information, the customer first has to do this before he can place an order.

2.5 Provided the customer has registered at "MINI Portal" and has entered his valid address and payment information, the customer proceeds directly to an overview page displaying the complete order with all relevant contractual data. The customer has the option to check the complete data again and correct any possible input errors. By clicking the button "order with obligation to pay", a contract between the customer and BMW is concluded on the basis of the contractual provisions, including these Terms.

2.6 After completion of the order process, the customer receives a confirmation of the contract conclusion, a description of the purchased Service Inclusive package as well as a copy of these Terms via email.

2.7 If the customer is a consumer the customer has a right to withdraw from the contract within 14 days (see section 8 for details).

2.8 The conclusion of the contract is offered in English language.

2.9 The order is saved by MINI in the user account "MINI Portal". The customer can view, save and print the order there.

2.10 The purchased Service Inclusive package will be activated as soon as BMW has received the purchase price.

3. Availability and Term of Service Inclusive Packages

3.1 For MINI vehicles for which the first service was not due yet, the customer can choose "Service Inclusive". The customer can check the availability of the individual Service Inclusive packages for a MINI vehicle by entering the vehicle identification number in the MINI Store.

3.2 The individual Service Inclusive packages have fixed terms which are measured by runtime in months and mileage of the vehicle in km; relevant for the expiry of the term is whichever threshold is reached first.

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

Service Inclusive Package	Availability	Commencement of the Term
“Service Inclusive“	As of the first registration of the vehicle up to a maximum of 2 years after the first registration or until the vehicle’s first service.	“Service Inclusive” (runtime and mileage) begins with the first registration of the vehicle

For example, if the customer purchases “Service Inclusive“ in December 2018 for a MINI vehicle initially registered on October 1, 2018 for a term of 5 years / 62,000 miles, the term of the Service Inclusive package begins on October 1, 2018. It ends on September 30, 2023 or on the day on which the vehicle reaches a mileage of 62,000 miles, whichever is reached first.

3.4 Upon expiry of the chosen term in years or mileage in miles (whichever is reached first), the entitlement to the services of the Service Inclusive package ends.

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 the customer sells the vehicle, the vehicle suffers a total loss or the customer can no longer use the vehicle for other reasons, the customer is not entitled to claim (partial) reimbursement of the purchase price for the Service Inclusive package.

5. Security

All information provided in the MINI 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 Store. All prices are indicated in GBP.

6.2 Payments can only be affected by the means of payment provided in the user account “MINI Portal“. The purchase price shall be due and payable immediately upon conclusion of the contract.

7. Redemption of Service Inclusive Packages; Scope of Services

7.1 The customer can redeem the Service Inclusive packages at all participating MINI service partners worldwide. Further information on the participating MINI service partners are available at https://www.mini.co.uk/en_GB/home/find-a-mini-centre.html

7.2 The customer is entitled to any services included in the respective Service Inclusive package, regardless of how often services are due during the term.

7.3 Service Inclusive services can only be requested if the intelligent maintenance system (Condition Based Service / CBS) in the vehicle indicates the service requirement.

7.4 “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 (gasoline)
- 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 (gasoline)
- Service air filter
- Service spark plugs
- Service brake fluids
- Service door hinge*

7.5 The customer is 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 motor oil change, air filter, fuel filter, micro filter, spark plugs and brake fluid) or the time / mileage requirements specified by MINI (for vehicle check and standard scopes) have not been complied with.

8. Right of cancellation for consumers

Right of cancellation:

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 revocation, you must notify us (MINI Customer Information Centre, Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN or by email to miniconnecteddrive@mini.co.uk) by means of a clear statement (e.g. a letter sent by post or e-mail) about 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.)

By post to: MINI Customer Information Centre, Phoenix One, 59-63 Farnham Road, Slough, SL1 3TN

Or via e-mail to: miniconnecteddrive@mini.co.uk

- I/we (*) hereby give notice that we cancel our contract for the provision of the following service (*)
 - Ordered on (*)/received on (*)
 - Vehicle VIN number
 - Name of the consumer(s)
 - Address of the consumer(s)
 - Signature of the consumer(s) (only in case of communication by paper)
 - Date
-

(*) Delete as applicable.

9. Customer Service

The MINI customer service can be reached by e-mail at miniconnecteddrive@mini.co.uk. 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 +44 (0)800 0836 464.

10. Liability

10.1 BMW accepts no liability for the accuracy and currency of the data and information transmitted via the services.

10.2 BMW shall not be liable for the consequences of malfunctions, interruptions and functional impairments of the services.

10.3 Subject always to Sections 10.1, 10.2 and 10.4, in no circumstances shall BMW or its employees or agents be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill or loss (whether direct or indirect) of anticipated savings or wasted expenditure in connection with this contract.

10.4 Nothing in this Section 10 shall exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be unlawful to exclude liability.

11. Jurisdiction / Applicable law

11.1 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

11.2 Each of the customer and BMW 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.

Last Revised: **November 2021**

BMW Digital Services / MINI Digital Services

Date Revised: 22-June-2022; Version: Release 11/22

Please note: Each Service and its functions depend on availability. Depending on the vehicle 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. The runtime of a Service refers to regular bookings, trial offers are handled separately. The term “lifetime” of a Service in the Service Description List means the lifetime of the vehicle, in this case other information on its durations (e.g., on invoices) do not apply.

BRAND	SERVICE	DURATION	
		Ex-Factory	ONLINE / STORE
- BMW; MINI	Amazon Alexa Car Integration		
BMW; MINI	Amazon Alexa Car Integration	3Y	1Y
- BMW; MINI	Concierge Services		
BMW; MINI	Concierge Services	3Y	1Y
- BMW; MINI	Connected E-Mobility		
BMW	eDrive Zone	LT	
BMW; MINI	Charging Management	LT	1Y
BMW	Public Charging	3Y	1Y
BMW; MINI	eDrive Services	LT (BMW) / 3Y (MINI)	1Y
- BMW	Connected Music		
BMW	Connected Music	3Y	1Y
BMW	Online Entertainment	1Y	1Y
- BMW	Connected Parking		
BMW	On-Street Parking Information (OSPI)	3Y	1Y
BMW	Parking Situation at Destination	3Y	1Y
BMW	Parking Space Assistant (Parking Finder)	3Y	1Y
BMW	Parking Payment	3Y	1Y
- BMW	Digital Key		
BMW	Comfort Access with BMW Digital Key	LT	
- BMW; MINI	Intelligent eCall and Legal eCall		
BMW; MINI	Intelligent eCall	LT	
BMW; MINI	EU eCall		
- BMW	Intelligent Personal Assistant		
BMW	BMW Intelligent Personal Assistant	LT	1Y
BMW	Intelligent Functions	LT	1Y
BMW	InCar Experience	LT	1Y
- BMW	Interior Camera		
BMW	Interior Camera	LT	1Y
- BMW	BMW Snapshot	LT	1Y
- BMW; MINI	Maps		
BMW; MINI	Map Update	3Y	1Y
BMW; MINI	Routing	3Y	1Y

	BMW; MINI	Real Time Traffic Information (RTTI)	3Y	1Y
-	BMW	Personalization		
	BMW	Personalization with ID7/ID8	LT	
-	BMW; MINI	Remote Control		
	BMW; MINI	Remote Services (MINI)	LT	1Y (BMW) / LT
	BMW	Remote Engine Start	LT	LT
-	BMW	Remote Software Upgrade		
	BMW	Remote Software Upgrade		
-	BMW	Remote Surveillance		
	BMW	Drive Recorder	LT	1M / LT
	BMW	Remote 3D View	LT	1Y
-	BMW; MINI	Repair & Maintenance		
	BMW; MINI	RMI Services*	LT	
	BMW	Smart Maintenance*	LT	
	BMW; MINI	Teleservices	LT	
-	BMW; MINI	Smartphone Integration		
	BMW; MINI	Smartphone Integration	LT	LT
-	BMW; MINI	Technical Basis		
	BMW; MINI	Customer Hotline*	LT	
	BMW	eSIM	LT	
	BMW; MINI	Evaluation of Diagnostics Data*	LT	
	BMW	Extendable Car Communications (xCC)*	LT	
	BMW; MINI	Future Mobility Solutions*	LT	
	BMW; MINI	MyInfo*	LT	
	BMW	Sensor Data Usage Information*	LT	
	BMW	WLAN Hotspot	LT	
-	BMW	Safety Camera Information		
	BMW	Safety Camera Information		1Y
-	BMW; MINI	Vehicle Apps		
	BMW; MINI	Vehicle Apps	3Y	1Y

*Base Service

Amazon Alexa Car Integration

Date Revised: 01-March-2022; Version: Release 7/22

Service Description

Amazon Alexa Car Integration provides you with access to Amazon's familiar voice service in the car.

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 your question or command to activate Alexa in the car. More than 30,000 skills are currently available for Alexa, including the ability to control your smart home while on the road. You can also find out about the weather, play your favorite song, add entries to your calendar or order products from Amazon 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.

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>	To use Amazon Alexa Car Integration, you need: The Connected Navigation Plus (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.
<u>How-to activate:</u>	Amazon Alexa Car Integration is available if ordered with the required prerequisites. It is activated once the required settings are adjusted.
<u>What data will be stored in the vehicle?</u>	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. For MINI Alexa Skill, no personal data will be stored in the vehicle.
<u>What data will be processed or stored in MINI IT systems?</u>	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. For MINI Alexa Skill, user and vehicle related data are stored within the IT systems. Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely pseudonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	For Amazon Alexa Car Integration, once the keyword "Alexa" has been detected, audio data, authentication data and location data are shared with Amazon. For MINI Alexa Skill, Voice input from the user is handled by Alexa and therefore will be handled according to Amazon's Terms & Conditions.
<u>When will data processed be deleted?</u>	All data will be deleted immediately after processing. Data exchanged with Amazon will be handled according to Amazon's Terms & Conditions. For MINI Alexa Skill, some user data will only be deleted if user is requesting this.

Data stored in BMW systems for analysis purposes will be deleted after 2 years.

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>	For Concierge Services, no prerequisites are required.
<u>How-to activate:</u>	Concierge Services are automatically active once the product is purchased.
<u>What data will be stored in the vehicle?</u>	For Concierge Services, requested POIs including details are stored (location and movement, account, and vehicle information).
<u>What data will be processed or stored in MINI IT systems?</u>	For Concierge Services, you are connected to the call center when you push the call button in your vehicle. The vehicle's identification, location, and if route guidance is activated, the selected route may be transmitted to the service providers commissioned by us to provide the service. Location and movement data and account and vehicle information are stored. Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	Data may be transmitted to the service providers commissioned by us to provide the service.
<u>When will data processed be deleted?</u>	For Concierge Services, personal data in our IT systems will only be used to provide the service and will then be deleted. You may delete the data stored in the vehicle at any time.

Connected E-Mobility

Date Revised: 02.06.2022; Version: Release 11/22

Service Description

Connected E-Mobility services provide you with various E-Mobility functions: Charging Management and eDrive Services. 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 **Charging 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 **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">• Charging Management is only available for electrified vehicles in combination with active eDrive Remote Services.• eDrive services are available for electrified vehicles only.
<u>How-to activate:</u>	<ul style="list-style-type: none">• The use of Charging 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 My BMW/ MINI App by any user. Otherwise, no charging history entry is created. To make full use of Charging Management, it is also necessary to provide specific data for each individual charging point of the customer.• 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).
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">• For Charging Management, GPS position, state of charge and charging settings (charge mode, departure time, pre-climatization) are stored.• For eDrive Services, data will be stored regarding charging map, range map, the latest/current range map and charging POI information.

<p><u>What data will be processed or stored in MINI IT systems?</u></p>	<ul style="list-style-type: none"> • For Charging Management, we process your contract number, vehicle, and location data (can be seen within the charging history in the My BMW/ MINI App from all current users of this vehicle). • For eDrive Services, we process data regarding charging map, range map and regarding analyzing your driving style. <p>Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a pseudonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> • For Charging Management, no data will be transferred to 3rd parties. • 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.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For Charging 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. • 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.
<p><u>Liability Charging Management</u></p>	<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 Charging 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>

Intelligent eCall & Legal eCall

Date Revised: 06-April-2022; Version: Release 11/22

Service Description

The service Intelligent eCall & Legal eCall provide you with help in case of an emergency. It contains two functions: Intelligent Emergency Call and Legal Emergency Call.

In case of an accident, the Intelligent Emergency Call, and the Legal Emergency Call care for assistance.

In Detail

In case of an emergency, **Intelligent Emergency Call** automatically sends necessary and helpful information to the accident call center and emergency services. Additionally, the severity of the accident and the probability of injury to passengers are calculated. All the information is analyzed in order to provide the best help as quickly as possible. The emergency services can reach the scene directly with GPS support, are already informed about the situation and are able to provide first aid where it is needed most. The SIM card installed in the car is fixed and crash-proof, so the service is always on standby – even in other countries, where you will of course always be looked after by our call center agents in your own language. Until rescue teams arrive, you and your passengers will be supported by a specially trained member of staff in the accident call center, if necessary, while information is passed on to the emergency services. The service can also be activated manually using the SOS, if you or other road users need assistance. Furthermore, it can be activated manually to help other road users and works independently of mobile phones.

Depending on market regulations, it may not be feasible to operate a BMW call center infrastructure. In these markets only the BMW Intelligent Emergency Call subservice "PSAP eCall" will be offered. "PSAP eCall" is a direct voice connection from the vehicle to the PSAP (Public Safety Answering Point) with no data transmission and collection. The PSAP eCall can also serve as fallback solution for the Intelligent Emergency Call.

The **Legal Emergency Call** is a statutory emergency assistance system regulated by the European Union. As of March 31st, 2018, all new vehicle and light truck models homologated in the European Union must be equipped with this emergency call. Vehicle integrated sensors when activated (air bag deployment, front seat belt tensioners, etc.) automatically trigger the emergency call to the Public Safety Answering Point (PSAP). You can also manually activate the function to summon assistance for other road users. The function will also act as a fallback solution to the Intelligent Emergency Call, in case the Intelligent Emergency Call fails, has not been purchased or has expired. The Legal Emergency Call cannot be deactivated.

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

Further Information

<u>Prerequisites:</u>	For Intelligent Emergency Call and Legal Emergency, no prerequisites are necessary.
<u>How-to activate:</u>	Intelligent Emergency Call and Legal Emergency Call are already activated when the vehicle is handed over to the customer.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">• For Intelligent Emergency Call, location data and crash details are stored.

	<ul style="list-style-type: none"> For Legal Emergency Call, 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.
<u>What data will be processed or stored in MINI IT systems?</u>	<ul style="list-style-type: none"> For Intelligent Emergency Call, the MINI Call Center agent automatically receives location data, vehicle, and passenger information. The comprehensive technical information about the Intelligent Emergency Call will be stored for 30 days in the IT systems to enable customer support. The call center may store voice recordings for 24 hours to be able to carry out quality assurance measures. For Legal Emergency Call, no data is processed in MINI IT Systems. All data will be sent directly from the vehicle to the 112 Emergency Service (PSAP). <p>Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	<ul style="list-style-type: none"> For Intelligent Emergency Call, 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. For Legal Emergency Call, no data is transferred to 3rd parties.
<u>When will data processed be deleted?</u>	<ul style="list-style-type: none"> For Intelligent Emergency Call, data will be retained until all procedures have been completed. The data stored will then be deleted. Data stored in the vehicle will automatically be overwritten with the next start of the vehicle. For Legal Emergency Call, data is processed based on the regulation applying to PSAP operation only.

Maps

Date Revised: 28-May-2022; Version: Release 11/22

Service Description

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

With Maps and its multiple services, you can always experience the best journey, before, during and after your travel. It makes your journey safer, faster, and more predictable.

In Detail

The **Map Display** presents you a map with all information you need before, during and after your drive. Information is being presented according to your personal needs and habits and coming from various sources, including – with your consent – from promotional partners. Depending on your driving situation, additional information can be displayed.

Via **Map Updates**, you can update your navigation system. Problem-free navigation to your destination and the insertion of traffic jam warnings can be ensured only if the maps are up to date. Therefore, 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 the pre-selected region). The update incurs neither license fees nor transmission costs. Without the need to register or log in to a portal, the navigation system is always 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).

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, optionally being enriched by content of promotional partners.

Routing calculates the routes to facilitate predicative and lane level traffic information with a much more efficient routing algorithm. This leads to faster calculation, better routes, and more accurate estimations of the arrival time.

RTTI keeps an eye on the current traffic situation for you at all times. You will receive suggested alternative routes to save time – a prompt and automatic service. As a result, you are always kept up to date on the traffic situation. RTTI always knows the best and fastest route to your destination. Whatever the road conditions, RTTI will inform you in almost real-time about any traffic delays and their likely duration, calculating when you will reach your planned destination. Hazard Preview is an additional feature that alerts you, as well as other vehicles equipped with RTTI, in advance in the event of an accident or adverse weather conditions such as heavy rain, black ice or fog. Hazard Preview draws on anonymous vehicle sensor data gathered from other road users.

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

<p><u>Prerequisites:</u></p>	<ul style="list-style-type: none"> • Map Updates: Over-the-Air Map Update requires the vehicle’s identification and online communication during the update process. For USB Map Update, the vehicle must be enabled for ma update and a valid activation code for a new map must be available. USB Map Update Portal requires an account, a vehicle which is mapped to the account and an USB Stick. • For Destination input using the full amount of available data and the enrichment of Map Display, you need an active RTTI contract, Live Cockpit Plus (6U2) or Professional (6U3). • For Routing, you need an active RTTI contract, Navigation Professional (6U3) or Navigation Business (6U2) and software version later than 07/20. • RTTI requires a subscription.
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> • 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 requested tasks. New map versions need so be copied to an external USB stick and via the stick in the car. • The enrichment of the Map Display and the Destination input with data from promotional partners can be activated and deactivated via the privacy menu in the vehicle. • Routing can be activated and deactivated via the privacy menu in the vehicle. • RTTI is automatically activated once you have purchased the subscription.
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • Map Updates: For Over-the-Air Map Update downloaded map material is stored. For USB Map Update and USB Map Portal, no personal data is stored (only new map material). • For Routing, personal route settings are persistent in the vehicle. • For RTTI, no personal data is stored in the vehicle.
<p><u>What data will be processed or stored in MINI IT systems?</u></p>	<ul style="list-style-type: none"> • Map Updates: For Over-the-Air Map Update, USB Map Update and the USB Map Update Portal, the vehicle identification number (VIN) and country are stored. • For Destination Input, the search entry, vehicle and location data, including the planned route in case of an active route calculation, is sent to the relevant IT systems. • For Routing, vehicle and location data, position and movement, customer configurations and sensor data are stored. The data is sent to the relevant IT systems in case a route calculation was started by the customer. • The enrichment of the Map Display and the Destination input sends additionally a temporary pseudomized identifier including your interaction (selecting, taking it as destination reaching the destination, vehicle state before and after stop at destination) with it. • For RTTI, position and movement data, sensor data measuring vehicle state and environmental conditions is stored. Data used to display traffic and parking information are processed at regular intervals. 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 and the general position and movement data is collected continuously and technically inhibited from mapping the data to a certain individual. <p>Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<p>For Map Display, Map Updates, 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 pseudonymized in a way, that external partners are unable to re-identify a BMW customer.</p>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • Map Updates: For Over-the-Air Map Update, USB Map Update Portal and USB Map Update, personal data will be deleted automatically.

- | | |
|--|---|
| | <ul style="list-style-type: none">• The temporary pseudonymized identifier and the data linked to it for enrichment of the Map Display and the Destination input is deleted after 30days or when deactivating the service in the data privacy menu. |
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For Routing and RTTI, data will be stored in pseudonymized form and deleted automatically after 30 days.

Remote Control

Date Revised: 02-March-2022; Version: Release 07/22

Service Description

Remote Control offers the function Remote Services. This function enables you to control the environment of your vehicle, check its settings and to ensure that everything is fine with your vehicle from any perspective.

In Detail

Via **Remote Services**, you can check if you have locked your car and secure the doors if necessary. You are pro-actively informed if you left your car unlocked or with windows/doors open. You can also activate the headlight flash, send your next destination directly to the navigation system or check the current state of charge and range of your electrified vehicle within the MINI App. Furthermore, you can set up your preferred charging mode, control the climatization, set up a specific target state of charge you want the car to be charged as well as stop and restart a charging process directly via the app.

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>	Remote Services are standard equipment for vehicles produced after March 2018. Vehicles produced before March 2018 require the Remote Services package (6AP). eDrive features require an electrified vehicle. Use via the MINI App requires registration our portal or in the app.
<u>How-to activate:</u>	Remote Services must be activated in the MINI Portal. GPS must be enabled in the vehicle to see the vehicle location data in the app or portal. For vehicles produced on or after November 2018, the app and MINI Connected setting in the vehicle privacy menu must be enabled.
<u>What data will be stored in the vehicle?</u>	For Remote Services, identification and location data and service alerts will be stored in the vehicle.
<u>What data will be processed or stored in MINI IT systems?</u>	For Remote Services, depending on the type of trigger, data (identification and location, account, vehicle and phone, remote commands, vehicle status, eDrive data or alerts) is transmitted and displayed on your smartphone and stored in our systems. The data is used to display the geographic vehicle position, the route to the vehicle and vehicle condition information in the app or portal. Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	For Remote Services, no data will be transferred to third parties.
<u>When will data processed be deleted?</u>	For Remote Services, the command history and vehicle data is automatically deleted. Transmitting of data can be switched off from inside the vehicle for vehicles built later than at least November 2018.

Repair & Maintenance

Date Revised: 01-June-2022; Version: Release 11/22

Service Description

Repair & Maintenance services provide you with various functions:

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

These functions enable you to receive help in case of an accident, malfunction, or questions regarding our products. You will get information about your vehicle, its status and relevant maintenance requirements. You can easily communicate with the environment via your vehicle.

In Detail

Teleservice Call & Smart Maintenance

Via **Teleservice Call and Smart Maintenance**, you and your preferred service center will be provided with all relevant vehicle information in the event of maintenance requirements, malfunctions or other vehicle needs. Your service center or BMW utilizes this information to take appropriate action, for example to contact you to schedule an appointment. When required, specialists support and contact you quickly and professionally helping you to stay mobile.

The service contains different features:

- Via **Teleservice Call**, BMW can identify the cause of a fault in your vehicle remotely and contact you to take appropriate action, e.g. to organize a service appointment proactively, regardless of whether or not a fault message has already been displayed in your vehicle. Breakdowns can also be reduced by identifying the condition of individual vehicle components. Besides, status information for selected components is displayed in the My BMW App / MINI App if you have connected your vehicle to the My BMW / MINI portal or the My BMW App / MINI App or directly in your vehicle. To prepare a workshop visit, service centers or other specialists can access current vehicle data.
- Via **Smart Maintenance**, maintenance requirements, malfunctions, or other vehicle needs can be identified in addition to Teleservices Call. For that, technical data from your vehicle is evaluated and transmitted to us at regular intervals with your consent. Information about maintenance requirements is communicated directly to you via your vehicle, the My BMW / MINI App or by your service centers or further specialists.

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 the last service appointments in order to route maintenance requirements to the assigned Service Partner who will get in contact with you. The Service Partner is displayed and can be changed in the My BMW App / MINI App, within the My BMW / MINI portal or directly in your vehicle.

Roadside Assistance Call

Via **Roadside Assistance Call**, you can contact our Roadside Assistance directly from the vehicle or the My BMW App / MINI App (e.g. in case of a malfunction). All relevant data on the vehicle status as well as your current position will immediately be transmitted to the mobile service agent and a voice connection will be established. In case you contact Roadside Assistance via a different channel, the agent can also access the relevant data remotely. To provide rapid assistance, vehicle diagnosis and key data will be collected during remote diagnosis session and provided for analysis to the technical specialists. Depending on your market, specialists may contact you proactively.

Accident Assistance Call

Via **BMW Accident Assistance Call**, you receive help in the event of minor accidents. The vehicle identifies the damage and notifies you on the control display via which you can contact a specialist at BMW Accident Assistance as well, which will receive all relevant data regarding the accident. Depending on your market, specialists may contact you proactively.

Repair History

Via Repair history, all information regarding repair work as well as parts that have been used is saved in our systems.

Electronic Service History

Via Electronic service history, the information about all performed services that you have agreed to share is saved in our systems.

Remote Diagnosis

Via Remote Diagnosis BMW is able to remotely perform a diagnosis in order to identify the cause of a malfunction in your vehicle with your consent.

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. The following services can be provided by independent providers, assuming that they are active for your vehicle and that you have given your consent to the service provision by an independent provider.

- Via **Service Partner Services**, your confirmed service center will automatically receive Teleservice Calls from your vehicle. If your vehicle needs maintenance, all relevant data will be sent to your service center.
- Via **Breakdown Assistance**, you can contact your chosen service center directly from your vehicle. All relevant vehicle data and current position are transferred to the service center.
- Via **Accident Assistance**, you can contact your chosen service center in case of a minor accident where no automatic emergency call or airbag is triggered.
- Via **Remote Diagnosis**, independent providers are able to remotely perform a diagnosis in order 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. In order to view the entire information, an independent provider will need your approval.
- Via **Repair history**, all information regarding repair work as well as parts that have been used is saved in our systems. In order to view the repair history of your vehicle, an independent provider will need your approval.

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 BMW / MINI CarData Terms of Use. If you have any questions regarding the provision of services or the further processing of data, please contact the independent service 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

<p><u>Prerequisites:</u></p>	<ul style="list-style-type: none"> • For Teleservice Call, Accident Assistance Call, Roadside Assistance Call and Service Partner Assignment, an active ConnectedDrive contract, the equipment OE6AE "Teleservices", and an active SIM card are required. Furthermore, the vehicle must be in standard condition, has been serviced or retrofitted according to the manufacturer's specifications and is not subject to any unusual or rapidly changing conditions of use or ambient conditions. • For Smart Maintenance, your vehicle must feature ConnectedDrive, OE6AE "Teleservices", and an active SIM card installed in the vehicle. Depending on the model and market, your vehicle features the "Smart Maintenance" entry in the data protection menu under the menu item "ConnectedDrive".
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> • Teleservice Call is activated by default. • For Smart Maintenance, data transmission is deactivated by default and can be activated via the data privacy menu that allows activation or deactivation at any time.
<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> • For Teleservice Call, the date the last Teleservice Call was sent will be stored in the vehicle. • For Accident Assistance Call, location data and information about the accident will be stored in the vehicle as well. • 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 crash details will be stored for Accident Assistance.
<p><u>What data will be processed at BMW touchpoints?</u></p>	<ul style="list-style-type: none"> • The Service Partner Assignment can be changed in the My BMW App / MINI App, within the My BMW / MINI portal or directly in your vehicle. • Teleservice Call and Smart Maintenance service demands 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.
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> • For Teleservice Call, Accident Assistance Call, Roadside Assistance Call, vehicle information, status and technical data will be stored. For BMW Roadside Assistance, BMW Accident Assistance, 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). • For Smart Maintenance, vehicle information, status and technical data will be stored. <p>Regarding all services, BMW processes your personal data according to the ConnectedDrive data protection notices. BMW uses data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> • For Teleservices, anonymized data of a BMW 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. • For Smart Maintenance, information about maintenance requirements may be passed on to your preferred service center, which can be selected or commissioned by you.
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • 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.

Smartphone Integration

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

Service Description

Smartphone Integration services enable you to use Apple CarPlay within your vehicle.

This function enables you to connect your smartphone to your vehicle and to use various functions of your smartphone within your vehicle.

In Detail

With **Smartphone Integration** for Apple CarPlay, you can use the control display to access selected apps from your phone, regardless of whether it has an iOS or Android operating system.

You can connect your smartphone wirelessly to your vehicle to make calls, dictate and send messages, and listen to your favorite songs, podcasts, and audiobooks. You can also navigate to your destination with information appearing on the Head-Up Display. By holding down the voice button on the steering wheel, you can also keep your hands on the wheel and use your smartphone's voice assistant. The benefits to you include the following: Siri acts as your traveling co-pilot while driving in your MINI by helping with things like sending messages, placing calls, and making dinner reservations all while being hands-free. Your smartphone's voice assistant is integrated into your MINI in a manner that greatly reduces distractions and allows you to keep your hands on the steering wheel.

For further information about Apple CarPlay, visit <https://www.apple.com/ios/carplay>.

We are responsible for the technical interface within your vehicle. Apple is responsible for all content, maintaining the service and its availability as well as all functionality which is displayed from your smartphone in your vehicle via Smartphone Integration. When using Apple CarPlay, your mobile 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 vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

Further Information

<u>Prerequisites:</u>	For Smartphone Integration, you need a compatible Apple iPhone 5 or later generations. Compatibility may be subject to changes, therefore please check: https://www.apple.com/ios/carplay .
<u>How-to activate:</u>	Configure your device in the "Settings" menu of the vehicle in the Bluetooth menu. On the Smartphone Bluetooth and Wi-Fi must be activated.
<u>What data will be stored in the vehicle?</u>	The Smartphone Integration with support for Apple CarPlay does not generate or store any data in the vehicle.
<u>What data will be processed or stored in MINI IT systems?</u>	No data will be processed in our IT systems, all data is directly processed on the iPhone. Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.

<u>What data will be accessible through Smartphone Integration?</u>	Selected data of the vehicle is transferred to your smartphone, e.g. sensor data, vehicle information and input data.
<u>What data will be transferred to 3rd parties?</u>	Vehicle data accessible through the Apple CarPlay may be transferred to 3rd parties by the accessing apps on your smartphone, including native apps on the device.
<u>When will data processed be deleted?</u>	No data is processed or stored in the vehicle or our IT Systems.
<u>Warranty</u>	Smartphone Integration is permanently available in the vehicle. Support for Apple CarPlay cannot be guaranteed permanently due to potential future technical developments (e.g. of the smartphones and / or smartphone operating systems). Consequently, the warranty is given only to known smartphones and smartphone operating systems that have been known at the point of the vehicle purchase.

Technical Basis

Date Revised: 22-June-2022; Version: Release 11/22

Service Description

Technical Basis services provide you with various functions: Customer Hotline, Evaluation of Diagnostic Data, and MyInfo.

These functions enable you to contact help in case of an accident, malfunction, or questions regarding our products. You will receive information about your vehicle and its status. You can easily communicate with the environment via your vehicle.

In Detail

The service contains different features:

Via **Customer Hotline**, you can ask any question about us or our products or request certain services. The hotline connects you with a customer service agent, who will take care of your requests.

Via **Evaluation of Diagnostic Data**, vehicle diagnostic data is evaluated and transmitted to us to improve product quality and safe operation with regard to security.

MyInfo provides the option of transmitting destination addresses, phone numbers and notes from the PC directly to the vehicle via your ConnectedDrive account. Depending on the technical capabilities of the vehicle, you can send addresses directly to your vehicle from the MINI App. If a phone number is included, the phone number can be dialed directly in the vehicle and a phone call is established the mobile telephone connected to the vehicle, according to the conditions of the mobile phone contract 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">• Customer Hotline is part of the Teleservices package.• For Evaluation of Diagnostic Data, Sensor Data Usage Information and Future Mobility Solutions, the service details may differ depending on the technical equipment and capabilities of the vehicle.• 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.
<u>How-to activate:</u>	<ul style="list-style-type: none">• Evaluation of Diagnostic Data is always active when MINI Connected is active.• MyInfo is activated by default. However, you must activate the Send to Car service in the ConnectedDrive – Remote Cockpit to allow external partner to send requested information directly to your car.
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none">• For Customer Hotline, no data will be stored.• For Evaluation of Diagnostic Data, data for the verification of integrity and security will be stored.• For MyInfo, address data will be stored.

<p><u>What data will be processed or stored in MINI IT systems?</u></p>	<ul style="list-style-type: none"> • For Customer Hotline, voice call may be recorded for quality assurance purposes, if you consent to it. Depending on your request, further data may be stored. Vehicles equipped with Live Cockpit Professional process vehicle information (deleted after the call is complete). • For Evaluation of Diagnostic Data, data collected in the vehicle is transmitted in aggregated form to the back end and analyzed there for anomalies specific to the vehicle (vehicle specific technical campaign necessary to restore integrity and security; continuously improve the safety of products and services with pseudonymized data). • For MyInfo, address data will be transferred to the vehicle. <p>Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> • -
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> • For Customer Hotline, data will be processed and deleted (depending on your request). • For Evaluation of Diagnostic Data, vehicle-specific data, data to perform technical campaigns and to improve products and services will be deleted after completion of the analysis or completion of the campaign. • For MyInfo, address data stored in the vehicle may be deleted at any time in the corresponding in-vehicle menu. Address data stored in our IT systems will be deleted automatically.

Vehicle Apps

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

Service Description

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

In Detail

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

This service may include the following apps:

- Via **News**, you can consume current news from different categories, provided in natural language audio or by text with the option to have them read out to you. With your ConnectedDrive account you can view your personal RSS-feeds in our portal and choose to opt-in to advanced personalization.
- Via **Weather**, you have a detailed daily preview as well as an outlook for the next days (at any location). Weather warnings will notify 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 vehicle, the search will also search phone contacts for matches if the contacts are enabled in the MINI App or vehicle. 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 vehicle.
- 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 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>	For Vehicle Apps, you need the ConnectedDrive Services package (6AK), Connected Package (6C1), Connected Package Plus (6C2) and Connected Package Professional (6C3/6C4).
<u>How-to activate:</u>	You will find this function in your vehicle under apps.
<u>What data will be stored in the vehicle?</u>	For Vehicle Apps, no data will be stored in the vehicle.
<u>What data will be processed or</u>	For Vehicle Apps, identification and account data will be processed and stored as well as data necessary for the performance of each app.

<u>stored in MINI IT systems?</u>	Regarding all services, we process your personal data according to the MINI Connected data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.
<u>What data will be transferred to 3rd parties?</u>	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 3 rd parties.
<u>When will data processed be deleted?</u>	Data processed for the services will either be automatically deleted, deleted at your request or removed by you.