

BMW ConnectedDrive Services - General Terms and Conditions

1. BMW ConnectedDrive Services and BMW ConnectedDrive Agreement

1.1 BMW Slovenská republika s.r.o., having its registered office at Karadžičova 8, 821 08 Bratislava, Slovak Republic, Company ID: 51 112 736, registered in the Commercial Register maintained by District Court Bratislava I, Section Sro, Insert 122411/B (hereinafter "BMW"), shall provide the customer with vehicle-related informational and support services (hereinafter "Services") known as "BMW ConnectedDrive," as defined by these General commercial Terms and Conditions of usage (hereinafter „commercial Terms“).

1.2 The current version of these General Terms and Conditions can be reviewed, saved and printed at any time at www.bmw.sk/ConnectedDrive. Any changes to these General Terms and Conditions shall be published no later than six weeks before their intended effective date, and communicated to the customer to the extent that BMW is able to contact the customer. If the customer has agreed an electronic communication channel with BMW (e.g. via the BMW ConnectedDrive customer portal "My BMW ConnectedDrive"), the changes can also be reported via this channel. The General Terms and Conditions shall become part of the Agreement as long as the customer does not object before the planned date when the changes are to take effect.

1.3 In order to provide the customer with the Services, a BMW Connected Drive agreement must be concluded between the customer and BMW. The BMW ConnectedDrive agreement represents the framework agreement between BMW and the customer; by itself, without booking individual Services, it shall not constitute an acceptance or payment obligation for the Customer. However, based on this framework agreement, the customer is entitled to use the basic BMW ConnectedDrive Services as laid down in the Description of the Services (Point 2.1). The basic BMW ConnectedDrive Services include in particular the "Intelligent Emergency Call". Additional BMW ConnectedDrive Services under the BMW ConnectedDrive agreement (depending on the selected vehicle equipment) may be booked upon purchasing the vehicle, or retroactively through the BMW ConnectedDrive Store.

1.4 If the customer orders a new BMW vehicle from a seller (authorized BMW dealer or BMW branch) that features necessary standard or optional equipment for a specific Service, this shall be at the same time deemed as an offer to conclude a BMW ConnectedDrive agreement with BMW for the use of this Service.

- a) If the respective Service is part of the standard equipment for the new BMW vehicle, the BMW ConnectedDrive agreement shall be concluded between the customer and BMW at the same time when the purchase agreement for the new BMW vehicle is concluded between the customer and the seller.
- b) If the respective Service is exclusively part of the optional equipment for the new BMW vehicle, the customer shall be bound to his/ her offer to conclude the BMW ConnectedDrive agreement only from such time when the customer can no longer deselect the optional equipment ordered for the new BMW vehicle. The BMW

ConnectedDrive agreement shall be concluded between the customer and BMW when the Service is activated by BMW upon initial registration of the new BMW vehicle.

1.5 If the customer decides not to use the BMW ConnectedDrive Services, and if the built-in SIM card in the vehicle is deactivated at the customer's request before the new vehicle is handed over, this shall be considered a withdrawal from the ConnectedDrive agreement concluded as per Point 1.4.

2. Description, term and availability of the Services

2.1 The scope of the individual Services, their terms and availability are described in detail during the booking process as well as at www.bmw.sk/ConnectedDrive (hereinafter "Description of Services"). BMW shall specify the costs for these Services individually, or jointly in the context of the ordering process for multiple Services.

2.2 The term of the BMW ConnectedDrive agreement as per Point 1.3 is open-ended. The term for other Services booked in addition to the basic Services shall be based on the respective Description of Services. In general, a fixed-term, fee-based Service shall have a maximum term of two years and shall be automatically extended by a maximum of one additional year unless the customer terminates it with six weeks' notice to the end of the agreed term.

2.3 The Services are provided via a SIM card installed in the vehicle. Consequently, the Services are to some extent geographically limited by the reception and transmission range of the communication station operated by the respective network operator, and can particularly be impaired by atmospheric conditions, topographical circumstances, the vehicle's position, and obstacles (e.g. bridges and buildings). In addition, the provision of Services requires the mobile communication network needed for the installed SIM card to be functional and ready for operation.

2.4 Disruptions in service may result from force majeure, including strikes, lockouts and official requirements, as well as on the basis of technical or other measures, for instance as performed on systems belonging to BMW, suppliers of transit data or the network operator to ensure proper operations or to improve service (e.g. maintenance, repairs, system-related software updates, expansions). Disruptions in service may also result from short-term capacity shortfalls caused by demand peaks for the Services, or from disruptions in third-party telecommunications systems. BMW shall take all reasonable efforts to rectify such disruptions immediately or to work towards their rectification.

2.5 The customer can inform BMW Customer Service (see Point 7) about any disruptions in service.

2.6 BMW reserves the right to modify the scope of a Service if and to the extent that this modification is reasonable for the customer with regard to the total scope of the agreed Service. In the event of a further modification of the scope of a Service that can be reported to the customer in writing or via an electronic communication path (e.g. via "My BMW ConnectedDrive"), the customer can extraordinarily terminate this Service within six weeks of receiving the change notification, and have it deactivated free of charge via the BMW ConnectedDrive Hotline (see Point 7).

3. Using the Services

3.1 The customer may not use the Services for illegal purposes, and shall ensure that third parties do not do this either. The customer is not authorized to share the data and information received in the context of using the Services with third parties for commercial purposes, or to further process these.

3.2 The customer shall bear the costs of any misuse of the Emergency Call Service.

3.3 The BMW ConnectedDrive agreement between BMW and the customer, as well as the Services booked by the customer, are linked to the vehicle and cannot be transferred to another vehicle or be used in another vehicle.

4. Deactivating the Services, terminating the BMW ConnectedDrive agreement

4.1 The customer can have the SIM card installed in the vehicle deactivated at any time by an authorized BMW retailer, a BMW branch or an authorized BMW repair shop. Deactivating the SIM card deactivates all of the booked ConnectedDrive Services, including the basic Services. Deactivation will also cause the Intelligent Emergency Call function in the vehicle to be deactivated, if available. The "Legal Emergency Call", cannot be disabled at the request of the customer.

4.2 BMW and the customer can terminate the BMW ConnectedDrive agreement (to the extent that an open-ended term applies to this agreement as per 2.2) as well as any open-ended Service at any time, with six weeks' notice. Otherwise, for fixed terms, termination is possible with six weeks' notice to the end of the term if the term would otherwise be automatically renewed, by stating the lack of will to continue the agreement.

4.3 BMW may refuse, suspend, cancel or terminate all or some services or the BMW 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, BMW 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, Her Majesty's Treasury (HMT)). To the extent the respective services have already been paid by the customer, the customer is entitled to claim an adequate refund regarding the unused/cancelled service provided that BMW has received the approval from the competent authority (to the extent required under the applicable Sanctions).

5. Sale or permanent transfer of the vehicle

5.1 The customer is not entitled to transfer its existing BMW ConnectedDrive agreement with BMW to a third party without BMW's permission. This also applies in the event that the customer sells to or transfers the vehicle for a permanent use to a third party.

5.2 In the event of a sale to or transfer of the vehicle for a permanent use by a third party, the customer shall ensure that all personal data saved in the vehicle have been deleted. In addition, the customer must remove the link between the vehicle and the customer's user account via "My BMW ConnectedDrive."

5.3 The customer must inform the third party to whom he/she is selling or transferring the vehicle about all active and deactivated services.

5.4 In the event of a sale to or transfer of a vehicle for a permanent use by a third party, the customer shall also have the right, in addition to the termination option as per point 4.2, to terminate a fixed-term Service with six weeks' notice. If the customer terminates a fixed-term Service before the end of the term, the price already paid for this Service shall not be refunded on a pro rata basis.

6. Cancellation right for consumers

If the customer is a consumer in the sense of Civil Code, the customer shall have a 14-day cancellation right in the event of a contract conclusion as per Point 1 as well as if individual Services are booked, if the contract was concluded as a distance contract.

The following section informs the customer about this cancellation right:

Cancellation policy

You have the right to cancel this contract within fourteen days without any explanation.

The cancellation period is fourteen days from the date when the contract is concluded.

In order to exercise your cancellation right, you must inform us (BMW Slovenská republika s.r.o., having its registered office at Karadžičova 8, 821 08 Bratislava, Slovak Republic, Company ID: 51 112 736, registered in the Commercial Register maintained by District Court Bratislava I, Section Sro, Insert 122411/B) via an unambiguous declaration (e.g. a letter sent by mail, fax or email) of your decision to cancel this contract. You may use the attached sample cancellation form, but this is not required.

You are considered to be within the cancellation period as long as you send the notice exercising your cancellation right before the end of the cancellation period.

Consequences of cancellation

If you cancel this contract, we must refund all payments we received from you – including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery we offered) – immediately, at the latest within fourteen days after we receive the notice of your cancellation of this contract. We shall use the same payment method to refund the payments that you used for your original transaction, unless explicitly agreed otherwise with you. Under no circumstances shall you be charged fees for this refund.

If you requested the Services to start during the cancellation period, you must pay us an appropriate amount that corresponds to the share of Services already provided by the time you informed us that you would be exercising the cancellation right for this contract, in relation to the total scope of Services described in the contract.

Sample cancellation form

(If you wish to cancel the contract, please complete this form and send it back to us.)

To BMW Slovenská republika s.r.o., having its registered office at Karadžičova 8, 821 08 Bratislava, Slovak Republic, Company ID: 51 112 736, registered in the Commercial Register maintained by District Court Bratislava I, Section Sro, Insert 122411/B,
E-Mail: zakaznický.servis.sk@bmw.com :

- I/we (*) hereby cancel the contract that I/we (*) concluded with _____ regard to the purchase of the following goods (*)/the provision _____ of the following Service (*) –
Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notifications on paper)
- Date

(*) Please strike out where not applicable.

7. Contact

BMW Customer Service can be reached by email at zakaznicky.servis.sk@bmw.com.

The BMW ConnectedDrive Hotline is available on the phone number +421 (2) 33 33 10 99.

8. Liability

8.1 BMW does not assume any liability for the accuracy or up-to-date nature of data and information provided as part of provision of the Services.

8.2 BMW shall not be liable for the consequences of disruptions, interruptions and functional impairments to the Services, particularly the cases described under 2.3 and 2.4.

8.3 In the event of unknowing negligence, BMW shall only be liable if significant contractual obligations (cardinal obligations) are violated, for instance those imposed upon BMW in terms of content and purpose or the fulfilment of which allows the contract to be properly executed and upon the fulfilment of which the customer regularly relies and may rely. This liability is limited to the typical foreseeable damages at the time when the contract is concluded.

8.4 The personal liability of BMW's statutory representatives, vicarious agents and employees for damages that they cause through unknowing negligence is also limited to the scope described in the above section.

8.5 BMW's liability in the event of a defect being fraudulently concealed, based on the assumption of a guarantee or procurement risk, and based on the Product Liability Act, shall remain unaffected hereby. Liability limitations shall not apply in the event of intent, gross negligence, or a loss of life, bodily injury or damages to health.

9. Data processing and data privacy

9.1 Data entered by the customer in the context of "My BMW ConnectedDrive" or the "BMW ConnectedDrive Store" is automatically encrypted using the SSL protocol (Secure Sockets Layer protocol). SSL is the industry standard for transmitting confidential data via the internet.

9.2 BMW shall collect, save and use personal data provided by the customer within the scope of the statutory provisions, to the extent that this is necessary for establishing, designing the content of or modifying the contractual relationship, and for using as well as invoicing the Services. Details about the processing of personal or vehicle related data within the scope of

the individual Services can be found in the Description of Services and at www.bmw.sk/ConnectedDrive.

9.3 The customer shall immediately report to BMW any changes to his/ her personal data that will affect the contractual relationship and the invoicing of the Services.

9.4 Usage data required for proper invoicing of the Services (invoicing data) may be saved and used by BMW after the end of the usage transaction until the invoicing is completed. Where necessary for the purpose of discovering and preventing the improper use of Services, customer and traffic data may be processed and also saved after the end of the usage transaction, where applicable.

9.5 Data obtained from the use of the Services may also be analysed for quality control purposes, but only in completely anonymous form.

10. Place of jurisdiction and applicable law

10.1 Slovak courts shall have exclusive jurisdiction for claims resulting from relations with entrepreneurs. Jurisdiction for claims resulting from relations with costumers shall be set in accordance with general provisions of law

10.2 All disputes arising from or on the basis of this contractual relationship shall be subject to Slovak law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall only apply to the extent that it does not deprive the consumer of any binding applicable consumer protection regulations in the state where the consumer has his/her usual place of residence at the time of the order.

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