

General Terms and Conditions of Service for ConnectedDrive

1. BMW ConnectedDrive Services and BMW ConnectedDrive Contracts

- 1.1 BMW Vertriebs GmbH, a company incorporated under Austrian law, having its registered office at Siegfried-Marcus-Strasse 24, 5021, Salzburg, Austria, registered with District Court of Salzburg under number FN 63069z, acting in the Slovak Republic through BMW Vertriebs GmbH – organizačná zložka Slovenská republika, having its registered office at Karadžičova 8, 821 08 Bratislava, ID No. 36 367 354, registered in the Commercial Register maintained by District Court Bratislava I, Section Po, Insert 1380/B (“**BMW**”) provides to customers vehicle-specific information and support services (the “**Services**”) under the name “**BMW ConnectedDrive**” in accordance with these General Terms and Conditions of Service.
- 1.2 To ensure that a specific Service can be made available to the customer, it is necessary to enter into a BMW ConnectedDrive agreement between the customer and BMW (the “**BMW ConnectedDrive Agreement**” or the “**Agreement**”). BMW ConnectedDrive Agreement constitutes a framework agreement between BMW and the customer and does not, as such, establish any rights and obligations unless the customer orders individual Services. Unless stated otherwise, the individual Services can be ordered only together with the purchase of a new BMW vehicle and not later than in the moment of the customer ordering from a sales person (authorised BMW dealer or regional BMW branch) a new BMW vehicle that features the series or optional equipment required for a specific Service. Ordering of the personalised Services, which includes but is not limited to “Remote Services” is not possible before the launch of the BMW ConnectedDrive Customer Portal (“**My BMW ConnectedDrive**”) in Slovakia.
- 1.3 By concluding the sales agreement in respect of a new BMW vehicle that features the series or optional equipment required for a specific Service with a sales person (authorised BMW dealer or regional BMW branch), the customer shall be deemed to accept these Terms and Conditions of Service and the BMW ConnectedDrive Agreement between the customer and BMW in respect of such Service shall be deemed to be concluded at the time of entering into the sales agreement between the customer and the sales person, subject to the customer confirming the acceptance of these Terms and Conditions of Service in writing and subject to further conditions and limitations under Article 1.4 below.
- 1.4 Unless stated otherwise, the BMW ConnectedDrive Agreement shall become effective as of the day of delivery of the respective vehicle to the customer, but not before the day of the official launch of the provision of the Services “BMW ConnectedDrive” in Slovakia. The preliminary day of the official launch of the provision of the Services “BMW ConnectedDrive” in Slovakia is July 2015 – November 2015. BMW reserved the right to change such date for any reason by publishing information about the new date on the website: www.bmw.sk. Provision of the personalised Services is subject to activation of such Services at the BMW ConnectedDrive Customer Portal.
- 1.5 BMW may accept the proposal for execution of the BMW ConnectedDrive Agreement and ordering of the Services in circumstances other than those described under Clause 1.2 through 1.4 above, provided that a vehicle which is equipped with the equipment necessary for a specific Service was purchased in Slovakia in the period before the official launch of the BMW ConnectedDrive in Slovakia or a vehicle which was benefitting from the provision of Services under the agreement with another regional BMW branch is imported to and registered in Slovakia. In such cases, the BMW ConnectedDrive Agreement is executed when the customer delivers to BMW,

authorised BMW dealer or authorised BMW workshop the proposal for execution of the Agreement in the form as approved by BMW and BMW accepts such proposal by starting to deliver the Services ordered.

- 1.6 The current version of these Terms and Conditions of Service may be viewed at, stored at and printed out from the following website: www.bmw.sk. BMW reserves the right to amend these Terms and Conditions of Service. The amendment shall be delivered to the postal or e-mail address provided by the customer when concluding the BMW ConnectedDrive Agreement. Unless the amendment proposed by BMW results in any changes to the detriment of the customer, the customer shall not be entitled to terminate the BMW ConnectedDrive Agreement; in other cases, the customer shall be entitled to terminate the BMW ConnectedDrive Agreement - with a notice period of six (6) weeks - within 14 days of its receipt (if delivered by postal services) or of electronic dispatch by BMW (if delivered by email) of the amended wording of the General Terms and Conditions. If the customer does not exercise the right to terminate the BMW ConnectedDrive Agreement within the above time limit, the amendment shall be deemed valid and enforceable. If an amendment of the Terms and Conditions of Services results in changes to the detriment of the customer only insofar as provision of a particular Service or Services is concerned, the customer’s right to terminate the BMW ConnectedDrive Agreement shall apply only in respect of that part of the BMW ConnectedDrive Agreement which deals with provision of such Service or Services.

2. Description, duration, price and availability of Services

- 2.1 The Services available under the BMW Connected Drive Agreement, their scope, duration and availability are described in detail on www.bmw.sk and in the “BMW ConnectedDrive Services – Information” document which forms part of these General Terms and Conditions of Service. Information about the price of the Services is available on www.bmw.sk.
- 2.2 The BMW ConnectedDrive Agreement is concluded for an indefinite period. Duration of the Services, including an option for automatic renewal, is determined individually. If the Services are subject to automatic renewal, the customer has the right to terminate such Service with a notice period of six (6) weeks before the end of the agreed term. The term of fix-term Services starts as of the relevant vehicle’s production day, unless BMW specifies a later date.
- 2.3 Services are provided by means of a SIM card installed in the vehicle. The Services may therefore be restricted in part due to regional reception and transmission areas of radio transmitters operated by respective network providers and may also be particularly impacted by nature of mobile telecommunications services, atmospheric conditions, topographical conditions, position of the vehicle and obstructions (e.g. bridges and buildings). Additionally, it is a necessary condition for the provision of the Services that the mobile communications network required for the installed SIM card is functioning correctly and is ready for operation.
- 2.4 The Services may be disrupted by force majeure as well as by technical and other measures required on BMW facilities or on facilities of traffic information suppliers or network operators for the proper operation or improvement of the service (e.g. maintenance, repair, system-related software updates, expansions of the range of Services). Force majeure shall include strikes, lockouts, official decisions, acts of war, civil unrest, extreme weather conditions (including floods) and other similar events, which are not caused and cannot be influenced

by the seller. The Services may also be disrupted by short-term capacity-related bottlenecks due to peak loads on the Services or by failures in the telecommunications systems of third parties. Such bottlenecks and failures are also considered as force majeure. BMW shall make reasonable efforts to immediately eliminate such disturbances or work towards their elimination.

- 2.5 The customer can report Service disturbances to BMW customer support (see Article 8 below).

3. Use of the Services

- 3.1 The customer shall not be permitted to use the Services for unlawful purposes and shall not allow third parties to do so. The customer shall not be permitted to forward to third parties or process data or information received using the Services for commercial purposes.
- 3.2 The customer shall only be permitted to use the SIM card installed in the vehicle for the provision of the Services.
- 3.3 The customer may at any time, via BMW customer support (see Article 8), lock the activated Services (e.g. in case of theft or unauthorised use of the vehicle by a third party).
- 3.4 The customer shall bear the cost of misuse of the “BMW Intelligent Emergency Call” and/or “BMW Emergency Call” Service.
- 3.5 The Services are vehicle-specific and cannot be transferred to another vehicle nor used in another vehicle.

4. Deactivating the Services, termination of the BMW ConnectedDrive Agreement

- 4.1 The customer may have the Services “TeleServices” and “BMW Intelligent Emergency Call” deactivated at any time at BMW, authorised BMW dealer or authorised BMW workshop. Deactivation of the “TeleServices” and/or “BMW Intelligence Emergency Call” will result in deactivation of the SIM card installed in the vehicle and in deactivation of all other Services except of “BMW Emergency Call”. For the avoidance of doubts, deactivation of individual Services shall not result in the termination of the BMW ConnectedDrive Agreement.
- 4.2 In the period before the launch of the BMW ConnectedDrive Customer Portal, Services other than “TeleServices” and “BMW Intelligent Emergency Call” can be individually deactivated by the customer via the BMW customer support, see Article 8 below. After the launch of the BMW ConnectedDrive Customer Portal deactivation of the Service will be possible only via the BMW ConnectedDrive Customer Portal.
- 4.3 Provision of deactivated Services is interrupted until their re-activation by the customer. Deactivation of the Services shall be without prejudice to customer’s obligation to pay the price for such deactivated Services.
- 4.4 The customer can re-activate any deactivated Services by submitting a duly filled in and signed Get Connected form to an authorised BMW dealer or authorised BMW workshop. After the launch of the BMW ConnectedDrive Customer Portal, the customer will be able to re-activate the deactivated Services also via BMW ConnectedDrive Customer Portal.
- 4.5 The customer may at any time terminate the BMW ConnectedDrive Agreement in part related to the provision of a Service with indefinite duration, by giving a six (6) weeks’ notice.
- 4.6 The customer may terminate the entire BMW ConnectedDrive Agreement by giving a six (6) weeks’ notice. Should any of the fix-

term Services not be expired before the end the six weeks’ notice period, the BMW ConnectedDrive Agreement shall terminate upon expiry of that fix-term Service which has the longest term. The termination becomes effective only after the SIM card is deactivated with BMW, authorised BMW dealer or authorised BMW workshop.

- 4.7 In case a SIM card is deactivated for any reason, the customer shall inform any and all third parties using the vehicle that the BMW ConnectedDrive Services, including the “BMW Intelligent Emergency Call”, are inactive.

5. BMW ConnectedDrive Customer Portal (“My BMW ConnectedDrive”)

IMPORTANT NOTE: BMW CONNECTEDDRIVE CUSTOMER PORTAL IS NOT AVAILABLE ON THE SLOVAK MARKET AT THE MOMENT. THIS ARTICLE 5 WILL BECOME EFFECTIVE ONLY AS OF THE DATE ON WHICH BMW CONNECTEDDRIVE CUSTOMER PORTAL IS FORMALLY LAUNCHED IN SLOVAKIA. BMW WILL INFORM ABOUT SUCH DATE ON THE WEBSITE WWW.BMW.SK FOR THE AVOIDANCE OF ANY DOUBTS, THE FACT THAT NO BMW CONNECTEDDRIVE CUSTOMER PORTAL IS AVAILABLE IN SLOVAKIA SHALL HAVE NO IMPACT ON VALIDITY AND EFFECTIVENESS OF THE BMW CONNECTEDDRIVE AGREEMENTS.

- 5.1 BMW has made the BMW ConnectedDrive Customer Portal (“My BMW ConnectedDrive”) available for the customer on the website: www.bmw.sk. It is necessary for the user to set up a user account and to log in with user name and password before using “My BMW ConnectedDrive”.
- 5.2 The customer can view and manage the status of Services activated for their vehicle via “My BMW ConnectedDrive”. For this purpose, the customer’s user account must be linked to the vehicle for which the customer ordered the Services and which is to be used to access the Services. To set up this link, the customer must enter the vehicle identification number and individually selectable identification features via “My BMW ConnectedDrive”.

6. The consumer’s right to withdrawal from the BMW ConnectedDrive Agreement

Provided that the customer is a consumer, that he/she is an individual concluding this Agreement outside the scope of his or her business activity or self-dependent exercise of work, then he/she is entitled to withdraw from the Agreement within 14 days of its conclusion without a need to state any reasons.

The instructions for the customer regarding his or her right for withdrawal from the Agreement are stated below:

Instructions on withdrawal from the Agreement

Right of withdrawal from the BMW ConnectedDrive Agreement

You may withdraw from this Agreement without stating any reasons within 14 days of the day after the conclusion of this Agreement. To exercise your right to withdrawal from this Agreement, you have to inform BMW about your withdrawal by an unilateral legal act (e.g. by a letter sent through a postal services provider, via fax or by e-mail). You may but are not obliged to use a withdrawal form available on the following website: www.bmw.sk. If you use the form, we will send you an acknowledgement of your withdrawal. If the declaration of withdrawal is sent in good time, this shall be deemed sufficient for compliance with the withdrawal period. Declarations of withdrawal should be addressed to:

BMW Vertriebs GmbH - organizačná zložka Slovenská republika
Karadžičova 8
Bratislava 821 08

Consequences of withdrawal

In case of an effective withdrawal from this Agreement, you will be promptly (within 14 days of receipt of your withdrawal declaration at the latest) reimbursed for all your payments received by us. You will be reimbursed using the same means of payment that you used in the initial transaction, unless you explicitly state otherwise. You will suffer no extra costs whatsoever.

7. Sale or permanent transfer of the vehicle

- 7.1 In the event that the vehicle is sold or transferred for long-term use to a third party ("transfer of the vehicle" and "new user"), the customer must inform the new user about all Services which remain active. In case the SIM card is deactivated for any reason, the customer must inform the new user that the Services, including BMW Intelligent Emergency Call, have been disabled.
- 7.2 The customer must either assign the BMW ConnectedDrive Agreement to the new user or deactivate all Services before the transfer. The transfer of the vehicle shall be deemed to include the customer's consent with such assignment. The assignment of the BMW ConnectedDrive Agreement shall be effective towards BMW upon delivery to BMW, authorised BMW dealer or authorised BMW workshop of the Get Connected – Assignment Notice in the form as stipulated by BMW and signed by the customer and the new user. Customer is not required to sign the Get Connected – Assignment Notice if the new user provides documents evidencing the ownership title to the vehicle.
- 7.3 The assignment of the BMW ConnectedDrive Agreement in relation to personalised Services shall take effect after the registration of the new user via My BMW ConnectedDrive and the activation of the Services employing the procedure which will be laid down on the website www.bmw.sk.
- 7.4 For the avoidance of doubts, in the event that the customer fails to meet his obligations under this Article 7, he shall indemnify BMW for any costs or damage which BMW may suffer as a result of or in connection with the provision of the Services in the period after the transfer of the vehicle to the new user or as a result or in connection with the new user using the vehicle in reliance that certain Services continue to be provided.

8. Contacts

BMW customer support is available at www.bmw.sk. The BMW ConnectedDrive Hotline is available on telephone number +421 850 269 835 from Monday to Friday, 8.00 – 18.00, except of the public holidays.

9. Warranty

The statutory warranty regulations shall apply.

10. Liability

- 10.1 BMW is not the content provider and therefore shall assume no liability that the data and information transmitted via the Services are accurate and most recent, nor for damage resulting from such data and information being inaccurate and outdated. This liability limitation shall also apply to the consequences of disturbances, interruptions and functional impairments of the Service, particularly in the cases described in Articles 2.3 and 2.4 above.
- 10.2 BMW shall not be liable for damage incurred as a result of use of a device not approved by BMW for the Services, or use of the device in violation of installation instructions contained in the description of the Services (available on www.bmw.sk)
- 10.3 The liability of BMW for negligent damage or damage caused without fault of BMW by a breach of the BMW ConnectedDrive Agreement is limited to the amount paid as the price for the Services. Any liability for indirect, unforeseeable or economic loss, for loss of profit or goodwill and for immaterial harm is hereby explicitly excluded. This liability limitation does not apply in cases of wilful intent, gross negligence or in case of injury to life, body or health. The rights of consumers are not affected by this Article.

11. Data collection, storage, use and security

- 11.1 After the launch of the BMW ConnectedDrive Customer Portal in Slovakia, all data provided by the customer in "My BMW ConnectedDrive" will be automatically encrypted using the SSL (Secure Sockets Layer) protocol. SSL is the industry standard for the transfer of confidential data via the Internet.
- 11.2 BMW collects, stores and uses personal data provided by customers, location data of vehicle as well as vehicle related technical data, insofar as it is necessary for the conclusion, substantive organisation or modification of the contractual relationship and performance and billing of the Services. Further information about the processing of personal data, location data and vehicle related technical data in connection with the provision of individual Services is available on www.bmw.sk and in the "BMW ConnectedDrive Services – Information" document which forms part of these General Terms and Conditions of Service. The customer is obliged to inform BMW about any change of personal data related to the performance of this Agreement.
- 11.3 BMW, as data controller, is further entitled to transfer the customer's personal data for the above mentioned purposes to other companies within the BMW group, sales representatives and other contractual partners providing call centre services, BMW assistance services and maintenance services. The above mentioned persons shall act as processors of customer's personal data including Bayerische Motoren Werke Aktiengesellschaft, with its registered seat at Petuelring 130, 80788 Munich, Germany, registered in the Commercial Register at the local court of Munich under HRB 42243.



11.4 The customer consents with the processing of his or her personal data, location data and vehicle related technical data to the extent and for the purposes as described in Article 11.1 and 11.2 above.

12. Final provisions

12.1 The Slovak courts shall have exclusive jurisdiction over all disputes which arise under or in connection with the BMW ConnectedDrive Agreement with the customers who are not consumers.

12.2 The BMW ConnectedDrive Agreement shall be governed by Slovak law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.