

Terms of Use for the Mercedes me connect and smart control Services

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1. Scope of Application

The following terms of use for the Mercedes me connect and smart control services are an offer of Mercedes-Benz Cars UK Limited (Co Reg No 02448457) Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8BA ("Provider") (hereinafter "Terms of Use") and apply to the provision of Mercedes me connect and smart control information and telematics services as well as for the temporary activation of on-demand features and to the provision of other digital content and digital services ("Services") by the Provider and their use by the Customer.

2. Customer, Holder

- 2.1 "Customer" is the person who fulfils the requirements of Clause 4.3 and has concluded these Terms of Use successfully and appropriately pursuant to Clause 3.1.
A "Customer" can be either a consumer or a business user. A consumer is any natural person who concludes a legally binding transaction for purposes that cannot be attributed primarily to his commercial or independent professional activity. A business user is a natural or legal person or partnership with legal capacity that, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.
- 2.2 "Holder" is the person who is named as the registered keeper of the vehicle on the V5C document issued by the Driver and Vehicle Licensing Agency in the United Kingdom

3. Effective Date and Change of the Terms of Use

- 3.1 Use of the Services requires that the Customer sets up a Mercedes me ID, registers and accepts these Terms of Use online. The Terms of Use shall enter into effect between the Customer and the Provider when the Customer receives a confirmation, but no later than on the date on which the Customer is able to use the respective Services for the first time.
If the Customer is a business user pursuant to Clause 2.1, he must additionally conclude an agreement for contract data processing agreement with the Provider before the Terms of Use become effective.
- 3.2 Any terms and conditions of the Customer which deviate from these Terms of Use shall not apply unless the Provider expressly agrees to their validity in writing.
- 3.3 The Agreement shall be concluded in the respective national language.

- 3.4 The Provider is entitled to make changes to the Terms of Use, immediately and without consent of the Customer, for valid reasons, in particular if so required by new technical developments, further development of the services specified in the contract, changes in legislation, regulation or case law or other equivalent reasons. If the change should lead to significant disruption of the contractual balance between the Parties, it will be waived.
- 3.5 Irrespective of the aforementioned reservation of the right to make changes and amendments to the Terms of Use, the Provider is also entitled to make changes and amendments to the Terms of Use if the Provider notifies the Customer in text form (including by email, SMS and message in the Mercedes me mailbox) at least one month before the effective date of the change or amendment (calculated from the date on which the Customer receives the notification). The amended Terms of Use are deemed as accepted if the Customer does not object to them within one month of the receipt of the notification. The Provider will inform the Customer separately of this legal consequence in its notification.

4. Scope of Services

- 4.1 When the respective Terms of Use enter into effect, the Customer will be entitled to use certain services free of charge. The Customer may obtain additional information in this regard on the customer portal referred to in Clause 20.6 ("Customer Portal").
- 4.2 The Customer may furthermore acquire the right to use paid services ("Fee-based Services"). The purchase of Fee-based Services is subject to the additionally agreed terms for the sale of the Services, including the General Terms and Conditions of the Mercedes me Store. The use of the Fee-based Services by the Customer through Mercedes me connect and smart control are subject to these Terms of Use.
- 4.3 The use of the Services is intended for consumers or business users entrepreneurs according to Clause 2.1¹, who are either holders of the vehicle with which the Services are to be used, or are authorised by the Holder to use the vehicle including the Services. Furthermore, (i) consumers must have their permanent place of residence (registered address) in the United Kingdom and (ii) business customers must¹ be domiciled in the United Kingdom. The place of residence and place of business establishment will hereinafter be referred to as the "residence".
- 4.4 Services that require a linked vehicle (see Clause 5.2) apply exclusively to the respective vehicle (e.g. charging services, streaming services, "convenience data volume" service) and are not transferable to other vehicles. Furthermore, all services may only be used for the purpose specified in the service description.
- 4.5 The scope of the individual services, conditions of use, availability and, where applicable, further information are set out in the respective Service Description in the Customer Portal or in the Mercedes me Store. The scope of Services may vary depending on the vehicle type and equipment. The Provider reserves the right to further develop the Services at any time and to add, change or remove individual functions. Changes will only be made if there is a valid reason and no additional costs are incurred by the Customer. The following circumstances can lead to a change in the services: adaptation to a new technical environment, adaptation to an increased number of users, adaptation due to important operational reasons, further development of the services, adaptation due to new legal requirements and rulings of the supreme court or other equivalent reasons. The Provider will inform the Customer of impending changes and the possible legal consequences.
- 4.6 Subject to Clause 4.14, the Services are generally available in the United Kingdom. All European overseas territories are excluded. The Service Description shows which Services are geographically limited or are not yet available. If a vehicle has been imported from a country other than the Customer's country of residence, or if the Customer moves with the vehicle to another country, the Services may be impaired or not function at all due to country-specific technical equipment of the vehicle (e.g. communication module) or the country-specific availability of Third-Party Providers and Content Providers.
- 4.7 For the Services, the Provider shall provide the Customer with the use of the Customer Portal and other Use Gateways, on which the Customer may set up a private domain and manage his Services online himself ("User Account").
- 4.8 The Customer can operate and use the services via the use gateways listed below (together "Use Gateways"): a) via the infotainment system in the vehicle, b) online in the Customer Portal, c) via mobile applications by means of compatible end devices ("Apps" or "App"), d) by means of an adapter for vehicles of older series ("Adapter") along with the corresponding App for the adapter ("Adapter App"). Which Use Gateway is available for each Service is determined by the respective description of the Service in the Customer Portal and/or the Mercedes me Store. We reserve the right to make changes to the Use Gateway insofar as the change is reasonable for the Customer. The Services that are available via the Adapter may differ in some regards from the Services that are available through the other Use Gateways. Further information regarding the Adapter and its purchase can be obtained by the Customer in the Customer Portal or from the branches and authorised dealers of the Provider, which are involved in sales of the Services (both "Participating Partners"). The Provider does not assume any obligation to provide the Customer with the Adapter. The

¹ For business users, the contractual offer is not available in every country. If no selection option for business users is provided during the registration or in the existing account, the offer is intended only for consumers.

purchase of the Adapter will, if applicable, be governed by the terms and conditions agreed between the Customer and the Participating Partner.

- 4.9 The Customer may delete the Apps and the Adapter App at any time. In this case, the Customer will no longer have any access to the Services via the Apps or the Adapter. Furthermore, unauthorised changes made to the compatible end device (e.g. update of the operating system, jail-breaking) could render the Apps or the Adapter App unusable.

Note: Any obligations for payment of the fees for Fee-based Services will remain unaffected by deletion of the Apps or Adapter App or by the described changes to the compatible end device.

- 4.10 The Customer has the possibility to activate individual Services and to deactivate such Services. In the case of an activated Service the Customer can use the Service. If a Service is deactivated, then the Service will not be available to the Customer during that time. New Services will only become active when they are activated by the Customer.

Note: Any obligations for payment of the fees for Fee-based Services or contractual agreements with Third-Party Providers remain unaffected by a deactivation of the Services.

- 4.11 If the Customer revokes a Fee-based Service, the Provider is entitled to deactivate the affected Services.

- 4.12 In addition, the Provider also reserves the right to deactivate or limit the services for good cause (e.g. data security, security problems at Content Providers/Third-Party Providers, where required by law or other contractual arrangements).

- 4.13 The display in the instrument cluster of the vehicle takes precedence over all other information channels, for example, the display via the Customer's Use Gateways. The information displayed in the infotainment system or in Apps or in the Adapter App is not definitive and may in full or in part be incomplete or incorrect or not up to date; in addition, it only applies as of the time it is queried.

- 4.14 Due to the currently available technology, the provision and use of the Services may be subject to certain restrictions and inaccuracies which are beyond the Provider's control. In individual cases there may be discrepancies between the vehicle operating data displayed in the vehicle (e.g. in the infotainment system) and that in the Customer's respective Use Gateway. This applies in particular to the availability of the mobile data connection provided by mobile phone companies, the mobile network, GPS location services via a global navigation satellite system and Internet access. The Services are therefore geographically limited to the transmission and reception areas of the transmission stations operated by the relevant mobile phone companies. The unavailability of the mobile network can in some cases mean that individual Services are not available because the necessary data transfer cannot take place. Accordingly the Provider does not guarantee the availability of the Services. The Services may also be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g. bridges, tunnels, buildings). The same applies to the GPS coordinates determined on the basis of global navigation satellite systems. Other disruptions, such as network overload, may restrict use of the Internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Services, the mobile and landline networks or the Internet. The mobile communications connection between the vehicle and the back end, which is currently provided by an external German telecommunications operator or its roaming partners outside Germany, currently has a service availability of 97.0% on an annual average. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded.

When using data via the mobile telecommunication services, the logged-on users share the available bandwidth (so-called shared medium) in the mobile radio cells. The actually achievable transmission rate during the data usage is also dependent on the total availability of the respective technology, the transmission rate of the server selected for the provision of the relevant Service, the occupancy/capacity utilisation of the mobile network by the number of users in the respective mobile radio cell, the distance to the antenna and the movement of the user. Disruptions may also be caused by force majeure, including strikes, lockouts or administrative orders, or result from technical or other measures (e.g. repairs, maintenance, software updates, enhancements) which need to be carried out on the systems of the Provider or on those of upstream or downstream Service Providers, Content Providers or network operators which are necessary in order to ensure that the Services are properly provided or improved.

The use of the Services via the Apps or the Adapter and the Adapter App may also be subject to limitations and inaccuracies due to the unavailability of or disruptions in the Apps, Adapter App or the compatible end device (e.g. for reasons of force majeure or due to technical and other measures such as maintenance, software updates, enhancements to the Apps or Adapter App).

- 4.15 For certain Services (e.g. Internet Radio, Petrol Station Prices, Live Traffic, Car-to-X Communication), the information available via the Service is supplied by Content Providers and may be incomplete, incorrect, not current or unavailable in whole or in part. The Provider assumes no responsibility for checking whether the information is complete, accurate or current, or for completing, correcting or updating such information, or for making sure that the information is available or is made available in a certain quality. The Customer is independently responsible for his use of the information and decisions made on the basis of the information;

accordingly, the Customer is responsible for checking whether the information is complete, accurate or current and is available or is made available in a quality suitable for his purposes.

- 4.16 To prevent malfunctions in the workshop process during a stay in the workshop, Services may be temporarily unavailable or only available to a limited extent.

In addition, maintenance and repair work carried out on the vehicle during the workshop visit can generate data that lead to incorrect status messages and diagnosis messages via different Use Gateways. As a result, the Customer may receive faulty offers for maintenance services or a faulty request for an appointment due to a recognised need for repair by the Service Partner. Under certain circumstances, it may be necessary for the Customer to reactivate the services after the workshop visit.

- 4.17 The Services require a fully functioning power supply in the vehicle from the vehicle battery. If the Services are used excessively and the vehicle's battery is not intermittently charged by running the engine, or connecting the battery to a power supply (in the case of electric vehicles), then this may result in the battery becoming depleted. If the vehicle is left stationary for longer periods, this may cause the communication module ("Communication Module") in the vehicle to shut down and thereby disrupt the mobile data connection to the vehicle until the next time the vehicle is manually started up.
- 4.18 When these Terms of Use enter into effect and the vehicle is connected, a download will occur via mobile data connection and software updates for vehicle components, e.g. comfort systems, locking & security systems, driver assistance systems, chassis & drive systems as well as the vehicle's infotainment system, will be installed automatically without the need for a workshop visit ("Software Update"). The Software Update can be initiated from the vehicle or from the back end and can improve and enhance functions of the vehicle and the Services, as well as provide or facilitate new functions of the vehicle and the Services, or modify or remove functions of the vehicle and the Services. The display of the Software Update availability cannot be deactivated by the Customer. Depending on its type and scope, the Software Update will either be carried out automatically without any additional consent required from the Customer, or the Customer will be given the option of confirming or rejecting individual Software Updates; the Customer may always reject changes or removals if they are not advantageous to the Customer or if the Customer could not be reasonably expected to accept them, taking the interests of the Provider into account. The period of time between the individual Software Updates can vary. There is no right to demand Software Updates that go beyond the contractual terms or security updates.
- 4.19 The Software Updates are subject to the availability and limitations of the mobile network and the equipment in the vehicle. This means that the time it takes to download and install any software can differ from vehicle to vehicle and can take anywhere from a few minutes to several hours. The status is stored in the back end and shown to the Customer via his Use Gateways.
- 4.20 Under certain circumstances, the Software Updates may be required for the unimpeded performance and operation of the Services. The Customer is not entitled to obtain the Software Updates by other means (e.g. through the Participating Partners). As part of servicing by Mercedes-Benz or smart partners who are responsible for providing repair and maintenance services for Mercedes-Benz or smart vehicles ("Service Partners") or Participating Partners, other measures may be carried out instead of or in addition to the Software Updates. While the Software Updates are downloading and installing, the functionality of the vehicle or individual components (e.g. infotainment system or communication module) may be restricted for a limited period of time. In the unlikely event that a fatal technical error occurs during the installation of the Software Update, the functionality may continue to be restricted and a workshop repair may be needed.

5. Requirements for Use

- 5.1 The Services are available in vehicles from newer Mercedes-Benz or smart model series that are fitted with an integrated Communication Module. Some Services require additional optional equipment in the vehicle which may require payment of a fee by the Customer. Details and any further conditions of use are provided in the respective Service description. Moreover, certain Services are also available for vehicles from older model series. The Customer can obtain information about the model series in which the Services are available from the Participating Partners. For certain functions and Services, the vehicle requires a mobile data connection between the vehicle and the back end as well as the compatible end device of the Customer. In addition, the vehicle must have an infotainment system. The use of the Services via the Adapter additionally requires an active Bluetooth connection between the Adapter and the compatible end device.

To use the navigation options of certain Adapter Services and for the data transmission to the CAC, the Customer's compatible end device must have GPS, and the GPS must be activated. Further conditions of use or deviations can be specified in the description of the respective Service.

- 5.2 To enable using the Services for a vehicle, the vehicle must be connected. Connection takes place at a Participating Partner's premises or online via the User Account. The Customer can obtain more information in the Customer Portal or from Participating Partners.

Services in the vehicle cannot be activated and used until the vehicle is connected. It is only possible to assign one customer per vehicle as the main user. In a variation to this, in the case of business user

customers it is possible to set up several main users per vehicle. Additional vehicle users can be registered as "Co-Users" within the meaning of Clause 10.1.

The Customer may disconnect (delink) a vehicle either by removing the vehicle from his User Account or by sending a request concerning the disconnection in text form (including by email) to the Mercedes-Benz or smart Customer Assistance Centre (CAC) referred to in Clause 20.6. The disconnection will deactivate the Services in the relevant vehicle for the Customer.

Note: Any obligations for payment of the fees for Fee-based Services will remain unaffected by the disconnection.

- 5.3 For security reasons, an identity check is required for the use of some Services. This can be done with an identification document on site at the Participating Partners or online via the App. The Customer will be informed of the necessity of the identity check when activating all Services or the corresponding Service. The Service can only be used by the Customer after a positive identity check. The Provider reserves the right to repeat the identity check at a later date.
- 5.4 For the utilisation of Services that involve services from other companies ("Third-Party Providers") (e.g. streaming services, parking), the Customer concludes a separate agreement with the respective Third-Party Provider, under the conditions of the respective Third-Party Provider. The Customer may have to create a separate user account with the Third-Party Provider ("Third-Party Provider Account") (e.g. streaming services). Furthermore, for certain Services, the Customer must conclude an agreement with a mobile service provider, independent from the Provider. The Provider assumes no responsibility for the services of the Third-Party and the Mobile Service Providers.
- 5.5 Use of the Services via Apps requires a compatible end device and a mobile data connection, and the App must be obtained and installed on the compatible end device. Using the Services via the Adapter requires the purchase and installation of the Adapter at a Participating Partner, a compatible end device and a mobile data connection, and the purchase and installation of the Adapter App on the compatible end device.
- 5.6 In addition, use of the Services also requires regular updates of the Apps and the Adapter App when such updates are available.
- 5.7 For customers with a vehicle, which has optional equipment for highly automated driving functions ("System"), the following applies: To use of the system, Services must be activated and available during use. Despite activation of these services, it is possible that the system will not be available or will only be available to a limited extent. Indeed, the availability and activation of the system depend on additional system requirements and system limitations and are subject to functional, spatial, regional and temporal limitations. The availability of the system thus depends, among other things, on suitable weather conditions, the currently available route network, an existing route clearance and/or the respective traffic situation. The availability of the system can also be curtailed for security reasons. The availability of the system also depends in particular on the currently valid laws of the country in which the vehicle is to be used. Further information on system requirements and system limits as well as on data processing in vehicles with highly automated driving functions can be found in the operating instructions.

6. Payment Function in the Context of Services

- 6.1 The payment function enables the Customer to conclude and pay for a contract in the context of certain Services.
- 6.2 When using the payment function, the respective Third-Party Provider or its sales partner becomes the contracting party ("Seller") to the Customer. The Provider merely mediates the conclusion of the contract and does not itself become a contracting party. With regard to the contract, the respective general terms and conditions of the Seller shall apply.
- 6.3 In the context of the payment of the price, the Provider shall act as a technical service provider and shall only provide the technical platform for the payment; the Provider may use other service providers for this purpose. The authorization of a payment, the access to a payment account of the Customer as well as the transfer of the price from the payment account of the Customer to the Seller is carried out exclusively by payment service providers commissioned by the respective seller (e.g. payment service provider or acquirer) (hereinafter referred to as "Payment Processor"). During a payment transaction the Provider does not gain possession of the funds to be transferred at any time.
- 6.4 The prices listed by the respective Seller apply to the contract. When the contract is concluded, the price to be paid will be displayed in the corresponding Use Gateway, if applicable. The price falls due immediately upon conclusion of the contract. The Customer must promptly notify the Provider of any discrepancies between the display of the price in the respective Use Gateway and the information of the Seller (e.g. via the communication channel pursuant to Clause 20).
- 6.5 Use of the payment function is possible only if the complete and required payment and customer data are provided and a valid means of payment is posted in the User Account.
- 6.6 When using the payment function, some sellers require that the transaction must first be pre-authorised by the payment processor in consideration of a maximum amount set by the Customer. If the transaction is not pre-authorised by the Payment Processor, the Seller reserves the right to decline the transaction.

- 6.7 On receipt of the Customer's payment confirmation via the payment function, the Provider will forward the information required for the payment of the price to one or more Payment Processors and/or the Seller. The Provider may also use other service providers for the transmission of the required information to one or more payment processors or a seller. The purchase price is debited exclusively by a Payment Processor from the means of payment posted in the User Account and is then transferred to an account of the Seller. A completed payment of the price to the Seller will be displayed as such in the corresponding User Account; in addition, the Seller will be informed about the payment made. The Customer will receive the respective receipt of the Seller for the price paid via the notification option set in the User Account.
- 6.8 Any multiple payments for the same Service will be determined by the Payment Processor and an automatic reversal will be initiated. This reversal will be processed via the means of payment that has been posted in the User Account by the Customer.
- 6.9 Only the Seller is responsible for any claims that arise from or in connection with the contract. The Provider does not become a contracting party to the contract and is therefore not obliged to provide a warranty or to accept any other liability under the contract.

7. Fees and Costs

- 7.1 The conclusion of the Terms of Use is not associated with any fees. The Fee-based Services are subject to the fees listed in the Mercedes me connect Store.
Optional equipment is also necessary in some cases in order to use the Services in the vehicle and could result in a higher vehicle price. Details on the required special equipment are provided in the Service Description.
Apps and the Adapter App are provided to the Customer free of charge. The Customer obtains the Adapter on the terms and conditions agreed upon between him and the Participating Partner.
- 7.2 Any costs for the mobile data connection between the vehicle and the back end are generally borne by the Provider.
The foregoing paragraph does not apply if the Customer uses the Services via the Adapter and the Adapter App. In that case, the Customer bears any costs for the mobile data connection between the vehicle and the back end. These costs are based on the rates charged by the Mobile Service Provider used by the Customer; higher fees may apply abroad.
Likewise, the first paragraph does not apply to Services for which the Customer must purchase a volume of data separately from a Mobile Service Provider. The costs for the purchase of the data volume depend on the respective Mobile Service Provider's tariffs; higher fees may be incurred abroad.
- 7.3 Any costs for the mobile data connection that are incurred when the Customer using his compatible end device or other media and telecommunications equipment accesses the Customer Portal or his User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by his own Service Provider.
- 7.4 Any costs for the use of services from Third-Party Providers shall be borne by the Customer.

8. Obligations of the Customer

- 8.1 The Customer warrants that he is either the holder of the vehicle or that the vehicle's holder has permitted him to use the vehicle and thus also to use the Services in the vehicle (e.g. driver of a company car).
- 8.2 The Customer warrants that his profile data, specifically the name, address (e.g. name, address, email address, mobile phone no., date of birth), which were reported to the Participating Partner and entered in the Customer's User Account, are correct. The Customer shall inform the Provider of any changes to these data without undue delay. The same applies to all other data, which has been posted voluntarily. For certain vehicles, a pin-protected profile of the Customer is created automatically when the vehicle is linked.
If the data are incorrect and communication with the Customer is therefore not possible, the Provider reserves the right to block the Services.
Note: Any obligations for payment of the fees for Fee-based Services will remain unaffected by the disconnection.
- 8.3 **The Customer shall without undue delay have the vehicle disconnected from the Services in accordance with Clause 5.2 if he is no longer entitled to use the vehicle (e.g. because it is sold or he has lost his right to continue using the company or leased car) or if this vehicle has been destroyed.**
If the Customer does not fulfil his obligation to disconnect the vehicle and another person successfully authenticates himself in accordance with Clause 5.2 or if the holder or owner of the vehicle reports that the Customer is no longer authorised to use the vehicle, then the Provider will disconnect the vehicle in accordance with Clause 5.2 without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under Clause 8.8 remains unaffected thereby.
- 8.4 The Customer shall keep all access details and passwords necessary to use the Services safe, not disclose them to third parties, and prevent them from being misused. The Customer shall not use the same

combination of email address and password for accessing the User Account which he uses for other online services. The Customer is obliged to impose the above obligation on any "Co-Users" as defined by Clause 10.1.

- 8.5 The Customer will be entitled to use the Services only if he complies with all legal requirements and does not pursue any purposes which breach the Terms of Use or applicable law. In addition the Customer shall comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Service.
- 8.6 If the Customer establishes that the Services have been used in breach of the Terms of Use or that an unauthorised third party has carried out an inadmissible activity on the mobile network provided for the Services, the Customer must inform the Provider accordingly without undue delay via his User Account or by contacting the CAC using one of the methods described in Clause 20.6.
- 8.7 The Customer shall not disassemble, store, edit, amend, de-compile, reverse engineer or create derivative works based on the whole or any part of the Services and/or software applications provided for use nor attempt to do any such things. Furthermore, the Customer shall not translate, merge, adapt, vary, alter, or modify, the whole or any part of the software applications or Services nor permit any part of them to be combined with, or become incorporated in any other programs. Any changes to or reworking of the Adapter are done at the Customer's own risk.
- 8.8 The Customer shall be liable to the Provider for any loss or damage arising from his violation of the obligations under the Terms of Use in accordance with the legal provisions.
- 8.9 If a third-party claim is asserted against the Provider in connection with a violation of statutory provisions, third-party rights, or the Terms of Use by the Customer, the Customer liable under Clause 8.8 shall indemnify the Provider from all claims, costs, damage and losses (including the costs of reasonable legal proceedings), insofar as the Customer is responsible for the infringement.
- 8.10 The Customer is responsible for storing any data as needed on his compatible end-devices.
- 8.11 If the Customer makes the vehicle available to another vehicle user for use, the Customer is obligated (i) to inform the other vehicle user, prior to driving, of the Services and the related data collection and processing, as well as to obtain their consent if needed and to point out the possibility of deactivating individual Services and (ii) to log out of their connected Third-Party Provider Account or to deactivate the Service, in order to avoid potential misuse by another vehicle user, for instance. Prior to driving, the Customer must check whether the Services and functions they need are activated.
- 8.12 The Customer shall not rent, lease, sub-license, loan, provide, or otherwise make available, the Services in any form, in whole or in part to any person (save for Co-Users) without prior written consent from the Provider.

9. Term and Termination

- 9.1 The Terms of Use have an unlimited term. The term of the Services is set forth in the respective Service Description or in the agreement between the Customer and the seller of the Fee-based Services.
- 9.2 The Provider may terminate the Terms of Use at any time with a notice period of 30 days, but at the earliest on expiry of the last Fee-based Service. Fee-based Services shall end with the expiration of the agreed term of use. Free Services can be terminated by the Provider at any time with a reasonable period of notice. The Provider will give notice of termination in text form (including by email, SMS and a message in the Mercedes me mailbox).

The Customer may terminate the Terms of Use at any time without notice. The Customer can issue the termination by clicking on the Terms of Use in the User Account, by deleting the User Account or in text form (including email) addressed to the CAC. If the Customer cancels the Mercedes me ID, this will also lead to a termination of these Terms of Use.

Note: Any obligations for payment of fees for Fee-based Services shall remain unaffected by a cancellation of the Terms of Use or individual Services by the Customer.

Note: The deletion of the App or Adapter App in accordance with Clause 4.9 and the deactivation of the Services in accordance with Clause 4.10 do not constitute a termination. Notice of termination must be given via the Customer's User Account or in text form (including email) to the CAC.

- 9.3 If a Customer changes his residence to another country, the Services will be terminated and deactivated automatically without notice.
- 9.4 If a Customer who uses the Services via the Apps or the Adapter relocates in a country in which the Apps, the Adapter App and the Adapter are not available, the Customer can no longer use the Services via the Apps, the Adapter App or the Adapter.
Note: Any obligations for payment of fees for Fee-based Services will remain unaffected by a change of residence.
- 9.5 A cancellation of the Terms of Use for a breach remains unaffected. Good cause for termination by the Provider particularly includes, but is not limited to, contravention of these Terms of Use and misuse of Services. The Provider shall give notice of termination for a breach in text form (including email, SMS and

message in the Mercedes me mailbox), and the Customer shall do so via his User Account or in text form (including email) to the CAC.

Note: Any obligations for payment of fees for Fee-based Services will remain unaffected by a termination of the Terms of Use for a breach by the Provider.

- 9.6 In the event of a termination of the Terms of Use or individual Services, the relevant Services will be deactivated in the affected vehicles. The Customer's User Account shall continue to exist even after the termination of the Terms of Use until it is deleted.
- 9.7 The Provider may transfer all rights and obligations arising from the Agreement to a third party or to the local Mercedes-Benz Group AG group company located in the target countries ("Contract Transfer"). The Provider shall notify the Customer of the Contract Transfer with advance notice of one month in text form (including email, SMS and message in the Mercedes me mailbox). In this case, the Customer is entitled to terminate the contract with immediate effect within this one-month period after the announcement of the Contract Transfer. The Customer can give the notice of termination via his User Account or in text form (including email) to the CAC.

10. Other Users and Co-User Authorisation

- 10.1 To enable other persons to access Services, the Customer may authorise these other persons as co-users ("Co-Users") in his User Account. To use the Services as Co-Users, these other persons must also hold a User Account and confirm online that the Customer has authorised them.
To use the Services as Co-Users via Apps or the Adapter App, these persons must also purchase Apps or the Adapter App and install them on a compatible end device.
- 10.2 Co-Users can view, operate and use certain Services in the same way as the Customer (e.g. query the vehicle status and program the auxiliary heating). However, the purchase and termination of Services, as well as their activation and de-activation and the linking and delinking of the vehicle are still reserved for the Customer only.
When functions are being programmed, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or the Co-User. However, Co-Users cannot activate or deactivate the Services. The scope of the Services available for the Co-User can vary.
- 10.3 The Customer can revoke the authorisation of a Co-User at any time via his User Account.

11. Liability

- 11.1 Nothing in these Terms shall limit or exclude the Providers liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents and subcontractors (as applicable), (b) fraud or fraudulent misrepresentation, (c) breach of the terms implied by section 12 of the Sales of Goods Act 1979, (d) defective products under the Consumer Protection Act 1987 and (e) any matter in respect of which it would be unlawful for the Provider to exclude or restrict liability.
- 11.2 Subject to the Clause 11.1 above, the Provider shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, consequential loss arising under or in connection with these Terms.
- 11.3 The Provider is responsible to the Customer for foreseeable loss and damage caused by the Provider. If the Provider fails to comply with these Terms, it is responsible for loss or damage the Customer suffers that is a foreseeable result of the Provider breaking these Terms or it failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Customer accepted these Terms, both the Provider and the Customer knew it might happen.

12. Intellectual Property

- 12.5 The Customer acknowledges that all intellectual property rights in the software applications used for the provision of the Services and any further releases and/or updates shall belong to the Provider and the Customer shall have no rights in or to the software applications used for the provision of the Services other than the right to use it in accordance with these Terms of Use.

13. Data Protection and Data Security

- 13.1 The Provider takes the protection of the personal data of the users of the Services seriously and gives due consideration to the protection of the user's privacy when processing personal data.
- 13.2 Further details concerning the data processing, data protection and data security can be found in the data protection notices for the Mercedes me connect and smart Control Services.
- 13.3 In the relationship between the business customer (cf. Clause 4.3) and the Provider, the provisions of the contract data processing agreement shall apply (with the exception of the Van Uptime Service). If the Customer is a business user an entrepreneur and uses Services in the exercise of his commercial or independent business activity and provides the vehicle for use by another vehicle user, the business user entrepreneur must be aware that he may obtain access to personal data of the respective vehicle user via

the Services. In this case, the business user entrepreneur is the data controller for the processing of personal data of the relevant vehicle users. As data controller, the Customer or business user entrepreneur is obliged to protect the legal rights of the relevant vehicle users (cf. in particular also Clause 8.11).

14. Entire Agreement

14.1 These Terms of Use, the Special Part, any terms and conditions for the purchase of Fee-based Services and the Privacy Statement annexed as appendices to these Terms of Use or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

15. Severance

15.1 If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms of Use and both parties shall agree a replacement provision to the full extent permitted by law by conducting good faith negotiations.

16. Third-party rights

16.1 A person who is not a party to these terms and conditions of use shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

17. Force Majeure

17.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Use if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17.2 Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions herein will not be affected thereby.

18. Complaints Procedure

18.1 The Provider operates a comprehensive customer complaints procedure, the Customer Service Charter is available at www.mercedes-benz.co.uk or from the Seller upon request.

18.2 If the Customer is unable to resolve their complaint using the Provider's customer complaints process, the Customer can ask The Motor Ombudsman to review the complaint. More information is available at www.themotorombudsman.org. The Customer can make contact with The Motor Ombudsman by writing to 71 Great Peter Street, London, SW1P 2BN or calling 0345 241 3008. Alternatively, if the Goods are subject to a finance agreement, the Customer can ask the Financial Ombudsman Service to review the complaint. More information is available at www.financial-ombudsman.org.uk. The Customer can make contact with the Financial Ombudsman Service by writing to Exchange Tower, Harbour Exchange, London, E14 9SR or by calling 0800 023 4 567 or 0300 123 9 123

19. Final Provisions

19.1 The exclusive place of jurisdiction for all present and future claims arising from or in connection with the Terms of Use is the courts of England. If the Customer is a consumer, who lives in Scotland they may bring legal proceedings in respect of the Terms of Use in either the Scottish or the English courts. If the Customer is a consumer, who lives in Northern Ireland they can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

19.2 This present relationship between the Customer and the Provider and the Terms of Use are governed and construed in accordance with the laws of England.

19.3 Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions herein will not be affected thereby.

20. Identity of the Provider; Contact Details

20.5 The Services are an offer of

Mercedes Benz Cars UK Limited Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8BA

20.6 Contact details for CAC:

Mercedes-Benz

Customer Assistance Centre Maastricht N.V (CAC)

P.O. Box 1456,

6201 BL – Maastricht
The Netherlands

Contact form	Tel. no.*
Link to contact form	00800 9 777777

*Free of charge from landline, mobile phone charges may differ

Customer Portal:

Mercedes me connect: www.mercedes.me

smart connected: <https://portal.smart.com/>

Mercedes Benz Cars UK Limited Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8BA

The data services for some Services and functions for Mercedes me connect and smart control are based on technical applications and data from Third-Party Providers. The (licence) terms of the Third-Party Provider can be found under:

<https://legal.here.com/terms/serviceterms/>

<https://legal.connectedrad.io/tandc/daimler>

<https://opendatacommons.org/licenses/odbl/1-0/> (OpenStreetMap-Datenbank)

Further Notes

for the Mercedes me connect and smart control Services

1. Preamble

The Provider has high standards in respect of the quality and safety of its products. As a result, it has developed, among others, appropriate measures and safety precautions for each individual Service offered. This, however, does not release the Customer from personal responsibility for proper behaviour in road traffic and lawful conduct, especially in the view of the fact that accident events in road traffic are frequently caused by excessive visual distractions from information, communication, and entertainment media and devices while driving.

2. General Notices

- 2.1 If Customers operate and use integrated information systems and communication devices in the vehicle, they can be distracted from the surrounding traffic and lose control of his vehicle. Therefore, only use these systems and devices if the traffic situation allows it. If this cannot be ensured, stop the vehicle in accordance with traffic regulations and make the entries in the stationary vehicle – in accordance with the road traffic regulations.
- 2.2 The Services being offered do not release the driver from the responsibility to continuously control his own behaviour, in particular in consideration of the safety of others, and to conduct himself in a manner that does not hurt, jeopardise or impair and harass others more than is unavoidable under the circumstances. Moreover, these Services do not relieve the Customer from his responsibility and accountability for ensuring the roadworthiness and road safety of the vehicle. The same applies to any requirements for maintenance and repair work. The Provider does not accept any liability for failure to carry out required maintenance and repair measures.
- 2.3 There is a risk of accident and injury for unsupervised children and animals in the vehicle.
- 2.4 Legal country-specific regulations must be observed at all times. Use of mobile phones and smartphones (and the corresponding Apps) is subject to the regulations of the German Road Traffic Regulations, among others.
- 2.5 To the extent possible, voice control actions and/or read-aloud functions are to be given preference during the trip.
- 2.6 The Provider refers expressly to the operating instruction, including all warnings contained therein, which must be observed.
- 2.7 Involvement of Third-Party Providers/Content Providers
The Provider is not responsible or liable for the services of third parties. Where the information available about the individual Service comes from Third-Party Providers/Content Providers, the Provider gives no guarantee of their content, accuracy, current validity, completeness and availability. The Provider also accepts no obligation to check the information for accuracy, current validity,

completeness and availability, to correct, update or complete the information or to ensure that the information is available or provided at a specific level of quality. The Provider has no influence on the operation or functionality of the corresponding Third-Party Provider technical applications. The Third-Party Providers/Content Providers may change or discontinue the functionality or individual functions of their services. Some of the functions of the Third-Party Providers/Content Providers may not be available everywhere. Therefore, the Customer has independent responsibility for the use of the information and his decisions made on the basis of the information.

The execution of commands cannot be guaranteed or may be delayed. The Customer is solely responsible for the definition of commands and links with user accounts of Third-Party Providers/Content Providers. The Customer is obliged to withdraw the Third-Party Provider's activation in the Customer Portal if he learns of security problems with the Third-Party Provider or in the event of loss of his access data at the Third-Party Provider.

- 2.8 False or incorrect messages as well as disturbances and loss of a connection to the server due to force majeure, technical conditions or other reasons cannot be excluded. Please also note the displayed time stamp of the last update for this purpose.
- 2.9 Vehicle status queries by means of "Geofencing" are not always 100% reliable despite the available standard of technology. Under certain circumstances, it may not be possible to transmit data in full or in part (e.g. in a multi-storey car park). As a result of this, it is possible that stored commands are not activated because a vehicle status is not received by the back end correctly or on time. Status queries in the vehicle therefore do not release the Customer from his responsibility to recheck.
- 2.10 The display in the vehicle's instrument cluster has precedence over all other information channels. The information displayed in the infotainment system or in Apps is not definitive and may in full or in part be incomplete or incorrect or not up to date.
- 2.11 Only approved and technically perfect adapter cables are recommended.
- 2.12 The Provider reserves the right to restrict or deactivate individual Services in justified cases (in particular in the event that a security problem with the Content Providers is suspected, in the event of potential dangers due to malware or in the event of incompatibilities) and to change the selection of Third-Party Providers, the available data and the available commands.
- 2.13 Data on the charging progress and charging status may vary from the actual status and may be incomplete, incorrect or not up to date in full or in part.
- 2.14 Devices and objects in the vehicle must always be kept in a manner that prevents injury of any vehicle passengers, among others, in the event of an accident.
- 2.15 For vehicles with a mechanical parking brake, the "parking brake applied" status information does not provide information as to whether the parking brake is sufficiently tight.

3. Special Notices for Individual Services (if not covered by the General Notices)

3.1 Live Traffic Information and Car-to-X Communication

Not all relevant traffic information or dangerous situations are collected and reported through Live Traffic Information and Car-to-X Communication. The information available through the Services is also generated by other Customers or drivers and a Content Provider, respectively, and the information could be incorrect or not up to date in whole or in part. The Provider does not assume any obligation to check the information with regard to completeness, accuracy or current validity, or to complete, correct or update the information. The use of the information by the Customer or driver and any decisions by the Customer or driver based on the said information are made under his own responsibility; accordingly, the Customer and/or driver are responsible for checking whether the information is complete, correct and up to date.

3.2 Remote Door Locking and Unlocking

The unattended remote opening of the vehicle increases the risk of theft of the vehicle and of items located inside the vehicle.

The Provider expressly advises that the vehicle key should not be left in the vehicle when the vehicle doors are locked.

3.3 Emergency Key Deactivation

A key blocking should be done only in emergencies and only under the following conditions:

- Park the vehicle in a traffic-compliant, secure manner.
- Do not leave any persons or animals in the vehicle.
- After a key blocking, no vehicle access and no engine start via vehicle key are possible. Unlocking/locking with a blocked vehicle key is only possible via the emergency key or via "Remote".

- For key blockings longer than approximately 30 days, activation of the key is only possible in a qualified workshop. If you wish to receive a reminder via SMS or PushUp, you should accordingly select this "in the back-end".
- In the rare event of technical restrictions, activation must be done in a qualified workshop.

3.4 **Vehicle Status for smart Cabrio Models**

The "Soft Top Status" display for smart Cabrio models does not include the status of the rear soft top part. Please therefore ensure that all soft top parts are locked as described in the operating instructions.

3.5 **Parking**

Among other things, only available and non-binding parking options are displayed. This does not release the driver from observing the local conditions (e.g. vehicle height in the parking garage).

3.6 **Remote Parking Assist**

The Remote Parking Assist is only an aid. It cannot replace your attention to your environment. The responsibility for safe manoeuvring and entering and leaving parking spaces lies with you at all times. Observe compliance with local regulations and laws. For vehicles with auxiliary heating, please observe the notices in Clause 3.9 "Auxiliary Heating/Ventilation".

3.7 **Theft Notification and Parking Damage Detection**

It must be noted that not every application of force on the vehicle can be recognised and warned against. If the parked vehicle is moved, for example during towing, an incorrect message may be activated. To prevent this, the tow-away protection can be disabled, which however also deactivates the parking collision detection. Detection may be restricted for other reasons, e.g. in case of vehicle damage with no impact, a low-speed impact or if the electric parking brake is not detected. The Provider assumes no liability in the event that the Service triggers a false alarm or does not detect an impact on the vehicle. Detailed information can be found in the operating instructions.

The Customer always remains responsible for ensuring that his vehicle is roadworthy and free from damage. No guarantee can be made that the vehicle can still be driven safely or properly.

3.8 **Car Sharing/Digital Key Handover**

The Vehicle Lender is obliged to hand over the vehicle to the Vehicle Borrower in a roadworthy and functional condition. The Vehicle Lender must notify and obligate the Vehicle Borrower to ensure that, at the end of the vehicle lease, no animals or people are inside the vehicle when closing and locking the vehicle.

The Vehicle Lender is obliged to check the Vehicle Borrower's authorisation to drive (in particular driving licence) before leasing the vehicle. Otherwise, the Vehicle Lender may be liable to prosecution in accordance with Section 87(2) Road Traffic Act 1988.

The Vehicle Borrower is prohibited from using the borrowed vehicle for transporting highly flammable, toxic or otherwise dangerous substances, if they significantly exceed normal domestic quantities. The Vehicle Borrower is responsible for returning the vehicle in a technically perfect condition. Any damage or signs of physical damage to the vehicle must be immediately notified to the vehicle lender. On borrowing the vehicle the Participants conclude a vehicle transfer agreement. The Provider is not party to this agreement. The Provider merely provides the platform and has no influence over the actions of the Participants, third parties or the relevant vehicles.

In the event of any system errors and/or loss of connection to the server, renting or leasing the vehicle is impossible.

3.9 **Auxiliary Heating/Ventilation**

Before activating the auxiliary heating/ventilation, ensure – among other things – that the vehicle is not in an enclosed space without adequate ventilation, the tailpipe is free, the vehicle cannot come into contact with combustible materials and the vehicle is not showing any significant damage.

3.10 **Remote Engine Start**

Before activating Remote Engine Start, ensure – among other things – that the vehicle is not in an enclosed space without adequate ventilation, the exhaust system is unobstructed, the vehicle cannot come into contact with combustible materials and the vehicle is not showing any significant damage.

3.11 **Mercedes me Adapter**

The vehicle values displayed in the Mercedes me Adapter App (e.g. odometer reading or fuel level, temperature value, maintenance data, etc.) may vary from the actual values in the vehicle for certain designs. In the event of a discrepancy, the values displayed in the vehicle always take precedence. Discrepancies in

the App may result – among other things – from the data read from the vehicle and the data transmission. In exceptional cases, it is possible that a vehicle value cannot be read and is thus not available in a current form.

3.12 Accident Detection in the Smartphone (function of the Mercedes me Adapter)

If an accident is detected, you can dial 112 by clicking on the accordingly designated button. The Mercedes-Benz team will support you in the subsequent claims processing.

Please note that we do not provide any guarantee of the completeness and correctness of the automatic accident detection function. The driver retains full responsibility, among other things, for the road safety of the vehicle.

3.13 ENERGIZING COACH

Pulse values are shown in the media display only in the range of 30-140 bpm. The pulse values are not valid for medical purposes but are only informational in nature and therefore lay no claim to correctness.

3.14 Smart Home

Under certain circumstances, vehicle-side status queries and steering (e.g. activation/deactivation of Smart Plugs) are – due to the available state of the art and the dependencies on components outside of the vehicle (e.g. back-end services, Smart Home devices and Smart Home bridges/hubs) – not always 100% reliable. Data may potentially fail to be partially or fully exchanged between the vehicle and the relevant components. This could lead to stored Services being initiated late, not initiated at all, or initiated despite deactivation because information transmitted from the vehicle was not received correctly, on time or at all.

Please always note that you as the vehicle owner or driver (and not the service of a Third-Party Provider or the Provider) are responsible for all safety-relevant functions and for the correct connection, installation and use of any systems and components.

Please also ensure that no persons are endangered nor any property damage caused by the utilisation of "smart Home". Through the utilisation of "smart Home", persons who are at home could be surprised (e.g. lights switching off while climbing the stairs) and thus be in danger.

3.15 Voice Assistance Functions

False notifications, misinterpretations, transmission errors, etc. cannot be ruled out. Therefore, the use of voice assistance functions does not exclude the need to ascertain the actual conditions. In addition, please observe the individual (warning) messages.

3.16 Beginner Driver and Parking Service Mode

The Customer undertakes to inform any vehicle users of this activated service before the start of vehicle use. It must also be noted that the vehicle speed and acceleration are reduced when Beginner Driving and Park Service modes are activated.