

Last revised: July 2023

Terms of Use of Fee-Based Digital Extras

PLEASE READ THESE GENERAL TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS. BY PURCHASING THE FEE-BASED SERVICES (AS DEFINED BELOW) YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT PURCHASE OR USE THE SERVICES.

Mercedes me Connect+ services are digital, on-demand upgrades for Mercedes-Benz vehicles (individually, a “**Fee-Based Service**”, and collectively the “**Fee-Based Services**”). These Fee-Based Services are provided to you (hereinafter referred to as “**you**”) by Mercedes-Benz Canada Inc. (hereinafter referred to as “**we**” or “**us**”).

All Fee-Based Services are subject to the General Terms and Conditions for the Mercedes me connect Services (“**Terms of Use**”) at <https://www.mercedes-benz.ca/mmcterms> and these Fee-Based Services Terms of Use and these Fee-Based Services Terms of Use (“**Fee-Based Terms of Use**”). Any terms that are not defined within the Fee-Based Terms of Use will have the meaning given to them in the Terms of Use. In the event of any conflict between the Terms of Use and these Fee-Based Terms of Use in relation to Fee-Based Services, the Fee-Based Terms of Use shall prevail.

1. Requirements.

Purchases must be made through the Mercedes me Store at <https://shop.mercedes-benz.com/en-ca/connect/> (the “**Store**”).

To use the Fee-Based Services for the applicable Subscription Term (as defined in Section 3), you must:

- i) maintain a valid User Account that contains an email address or a mobile phone number;
- ii) download the App;
- iii) pair the User Account to one or more Mercedes-Benz vehicles that were purchased in Canada;
- iv) have accepted the Terms of Use, Fee-Based Terms of Use, our Privacy Policy, and the terms of use applicable to payment processing; <https://www.mercedes-benz.ca/en/legal-notice/connected-vehicle>; and
- v) pay for all Fee-Based Services, in advance, using a valid payment method specified in the Store, as may be amended from time to time. You may be required to save a credit card to your User Account.

Certain Fee-Based Services may require that you: purchase additional equipment at your cost (e.g. external hard-drive), obtain third-party subscriptions (e.g. a streaming service), complete in-vehicle activation, or have the vehicle within cellular service range; please review individual product descriptions and Technical Requirements within the Store for detailed information. You are responsible for ensuring that you are able to satisfy all requirements and understand all limitations before proceeding with a purchase.

Persons who use your vehicle can make use of the Fee-Based Services accessible via the vehicle.

2. Products, Purchases.

You must be logged in to your User Account to see the exact Fee-Based Services available for purchase for each vehicle, which may vary depending upon installed equipment. Not all Fee-Based Services will be available for every vehicle. Fee-Based Services are displayed for individual product purchase or as bundled products, exclusive of applicable taxes, levies or duties. Sales tax will be calculated and charged as required by law, using the province of residence you specify.

We will, no later than fifteen (15) days following the date of the purchase, send a confirmation to you via email or in the “My messages” User Account inbox, or by activating the selected Fee-Based Services in the vehicle selected by you. Order history is stored within the Store and User Account.

Should you pay by credit card, certain information may be shared with our payment processor as described in <https://shop.mercedes-benz.com/en-ca/connect/service/payment>.

3. Subscription Term, Charges.

Certain Fee-Based Services are available for purchase by annual pre-paid subscription valid for one (1) calendar year from the date of purchase (an “**Annual Subscription**”); others by way of monthly pre-paid subscription valid for thirty (30) days from the date of purchase (a “**Monthly Subscription**”) (the duration of the respective subscriptions being the “**Subscription Term**”). The Annual Subscription and Monthly Subscription are collectively, a “**Subscription**”.

By subscribing to a Fee-Based Service, you agree to pay the charges for the Subscription in advance, as shown at the time of purchase, plus applicable taxes, levies or duties. Once purchased, all Fee-Based Services will continue until the end of the Subscription Term, unless cancelled earlier in accordance with the Terms of Use or the Fee-Based Terms of Use.

Once a Subscription purchase is completed, the price for those Fee-Based Services will remain in effect throughout the Subscription Term. Upon renewal, the new fee for the Fee-Based Services will display in the Store and will be payable for any Subscription renewal.

We will advise you of the forthcoming expiration of the term via email or message to the “My messages” in-box of the User Account.

4. Renewals; Automatic Renewals.

Annual Subscriptions require you to re-subscribe on or before the end of the Subscription Term for uninterrupted service. Monthly Subscriptions **automatically renew** for a further thirty (30) days at the end of Subscription Term, unless the Monthly Subscription is cancelled in accordance with Section 6.

If you purchase a Monthly Subscription for the Fee-Based Services, you understand and agree that your payment method will be automatically charged for the then-applicable cost for a Monthly Subscription at the end of the Monthly Subscription Term unless you contact us at least seven (7) days prior to the renewal date and complete the steps described in Section 6.

5. Limitations

When our Terms of Use change, you must accept the then-current Terms of Use before you will be able to access any Fee-Based Services.

SHOULD YOU FAIL TO ACCEPT THE TERMS OF USE, YOUR ACCESS TO FEE-BASED SERVICES WILL BE TERMINATED UNTIL SUCH TIME AS ACCEPTANCE OF THE TERMS OF USE IS COMPLETED.

FOR MONTHLY SUBSCRIPTIONS, YOU WILL CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS UNTIL YOU COMPLETE THE CANCELLATION PROCESS DESCRIBED IN SECTION 6.

All Fee-Based Services are entirely non-transferrable.

Fee-Based Services sold within a package cannot be individually terminated or removed. No adjustments to fees will be made for any Fee-Based Services that are not available due to a vehicle’s equipment.

6. Cancellations, Refunds.

Subject to any rights you may have in accordance with applicable law, you have the right to withdraw from a Subscription within fourteen (14) days from the first day your Subscription commences. This cancellation right does not apply to any renewal of a Subscription. You may cancel by notifying us of your decision by letter, email or phone:

Mercedes-Benz Canada Inc.
c/o Mercedes-Benz Customer Assistance Centre Canada (CAC)
2680 Matheson Blvd. East, Suite 400, Mississauga, ON L4W 0A5.
Phone: 1-800-387-0100 (Option 4)
Email: me-connect.can@cac.mercedes-benz.com

If you cancel a Subscription as described herein, we will reimburse for all payments received from you, including any costs for delivery, without undue delay and not later than fourteen (14) days from the day on which we are informed about your decision to cancel your Subscription. Refunds shall be provided to the original form of payment or such other payment method as we determine in our sole discretion.

Except as required by law, if we terminate a Subscription for breach of the Terms of Use or Fee-Based Terms of Use, or you cancel a Subscription more than fourteen (14) days after the day your Subscription commences, no refund will be provided for any Fee-Based Services. You will continue to receive and have access to the Fee-Based Services that you subscribed to until the end of the applicable Term. Where a refund is required by law, it shall be pro-rated over the Term.

7. Modifications.

Modifications may result from, but are not limited to: (i) where there are new technical developments; (ii) a functional expansion or addition of new Fee-Based Services; (iii) changes to the components of the Fee-Based Services, including the discontinuance, substitution or availability of certain components of the Fee-Based Services; (iv) an increased number of users of the Fee-Based Services; or (v) new legal requirements or standards require changes to the Fee-Based Services.

We reserve the right to deactivate the Fee-Based Services at our discretion, for reasons including but not limited to data security or when the underlying technology is no longer supported.

You acknowledge and agrees that we may make modifications at any time by providing notice of or otherwise posting the amended Terms of Use or Fee-Based Terms of Use via the User Gateway, as required by applicable law. You may cancel the Fee-Based Services if you do not agree with the modification by notifying us of this intention within thirty (30) days after the modification comes into effect. Unless such notice is received by us, your continued use of the Fee-Based Services following any modifications to the Fee-Based Services will constitute their acceptance of such modification (to the maximum extent permitted by law). Further, you acknowledge and agrees that if a modification results in a decrease in the price of the Fee-Based Services, such a decrease will not take effect until the current Term expires, unless prohibited by applicable law. If a modification results in a material decrease in the Fee-Based Services available to you (as determined by us in our sole discretion), you may be entitled to a prorated refund for the portion of the Fee-Based Services that are no longer available. The value of such refund to be determined by us in our sole and absolute discretion.

8. Limitation of Liability

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, MAY NOT ALLOW FOR THE EXCLUSION OF LIMITATION OF CERTAIN TYPES OF DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW LIMITATIONS MIGHT NOT APPLY TO YOU.

In addition to any other limitations, in no event shall we or our parent company, or any of our affiliates be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs, or other data) that are related to the use of, or the inability to use, the content, materials and functions of the Fee-Based Services or On-Demand Feature, even if we are expressly advised of the possibility of such damages. To the extent the foregoing limitation of liability is, in whole or in part, held to be inapplicable or unenforceable for any reason, then our aggregate liability or our parent company or any of our affiliates, for any reason and upon any cause of action (including, without limitation, negligence, strict liability, and other actions in contract or tort) arising out of or in any way related to the Fee-Based Services or these Fee-Based Terms of Use, shall be limited to the fees paid to us by you during the twelve (12) months' immediately prior to the occurrence of the event giving rise to the claim.

You agree to indemnify and hold us, our parent company and our affiliates (collectively, the "Indemnitees") harmless, and to defend the Indemnitees from and against any claim, demand, cause of action, debt, loss or liability, including reasonable legal fees, to the extent that such action is based upon, arises out of, or relates to: (i) your use of (or inability to use) the Fee-Based Services or On-Demand Feature; (ii) your violation of these Fee-Based Terms of Use; (iii) the infringement by you, or any other person using your account, or any right of any person or entity; or (iv) any other activities you accomplish using the Fee-Based Services or On-Demand Features. This indemnity shall be in addition to and not limited by any other indemnity.