

General Terms and Conditions for Ordering of Digital Extras

Mercedes-Benz Malaysia Sdn. Bhd.

A. Scope of Application, Identity of the Provider

These General Terms and Conditions for Mercedes me connect information and telematics services and the on-demand features for Mercedes-Benz vehicles (collectively referred to as “Digital Extras”) of Mercedes-Benz Malaysia Sdn. Bhd. (hereinafter referred to as “Provider”) apply to the purchase of the rights to use Digital Extras via the Mercedes me Store.

B. Conclusion of a Contract when Ordering Digital Extras; Activation

1. By completing the ordering process in the Mercedes me Store, the Customer makes the Provider a legally binding offer to enter into a contract.
2. The Provider will confirm its receipt of the order by sending the order confirmation to the Customer. The order confirmation is sent merely as a notice to the Customer about the receipt of the Customer’s offer and will not yet lead to the creation of a contract, i.e. it will not be considered as an acceptance of the Customer’s offer. The General Terms and Conditions and all legal texts applicable to the order are also attached to order confirmation. The Customer will receive the order confirmation via his/her chosen channel of communication, either directly to his/her email address or in the “My messages” inbox of the Mercedes me user account, along with a text to his/her mobile phone number provided to the Provider.
3. The contract for the Digital Extras shall be created upon acceptance by the Provider, by issuance of an invoice to the Customer.
4. After the Customer has successfully made payment for the order, the Provider will activate the Digital Extras. Permanent activation takes place for certain Digital Extras. To enable full use the Digital Extras, further steps may be required by the Customer (e.g. connection of the vehicle to the vehicle back-end infrastructure after starting the engine).

C. Right of Cancellation, Effects of Cancellation

Cancellation Policy

Right to Cancel

1. The Customer has the right to cancel the contract within 14 days from the date of invoice ("Cancellation Period") without giving any reason.
2. To exercise the right to cancel, the Customer must notify the Provider of the Customer's decision to cancel the contract via one of the following methods:

Post – Mercedes-Benz Malaysia Sdn. Bhd., Customer Care Centre, Wisma Mercedes-Benz, 16A Jalan BK 1/13, Taman Perindustrian Bandar Kinrara, 47180, Puchong, Selangor

Email – me-connect.mys@cac.mercedes-benz.com

Telephone – toll-free number: 1-800-88-1133

For this purpose, the Customer may use the attached sample cancellation form; however, it is not obligatory.

3. To meet the cancellation deadline, it is sufficient for the Provider to be notified of the Customer's decision within the Cancellation Period. Any notification received after the Cancellation Period shall be invalid.

Effects of the Cancellation

4. In the event of a valid cancellation, the Provider shall reimburse to the Customer all payments received from the Customer within 14 working days from the day on which the Provider is informed about the Customer's decision to cancel the contract. The Provider will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction.

Sample Cancellation Form

Sample Cancellation Form

(Please complete this form and return it to us if you wish to withdraw from the contract):

- To Mercedes-Benz Malaysia Sdn. Bhd.
- I/we hereby give notice that I/we withdraw from the contract concerning the purchase of the following Mercedes me Services:
[insert name of Mercedes me Services purchased that wishes to be withdrawn from]
- Ordered on/received on *[insert date]*
- *[Insert name of consumer(s)]*
- *[Insert address(es) of consumer(s)]*
- *[Insert Consumer signature(s) (only for notification in writing)]*
- Date: *[insert date]*

D. Prices

1. The prices stated are the final prices for the right to use the Digital Extras for a selected vehicle with activation for the agreed term or one-time activation for an indefinite period.
2. All price information shown is current at the time of publication and are subject to change without notice to the Customers.

E. Payment

1. The individual steps and options for payment are explained and described during the ordering process in the Mercedes me Store.
2. Payment for the Digital Extras is always due in advance.

F. Right of Use/Term, Conditions of Use, Termination

1. There are Digital Extras which the Customer can **activate** for a certain period, and Digital Extras that are **permanently enabled** without a fixed term. All Digital Extras are vehicle-specific and can only be activated or enabled for the selected vehicle.
2. For the entire term of an activated Digital Extras, the Customer must possess a Mercedes me user account and a vehicle paired to it, and must have given consent to the "Terms of use for Mercedes me connect Services" of the Provider in latest applicable version. If the Customer deletes his/her Mercedes me user account, unpair his/her vehicle, objects to the "Terms of Use for Mercedes me connect Services" of the Provider in its latest applicable version (including for good cause) or relocates his/her residence outside the respective Mercedes me connect contractual area, this shall not release him/her from his/her obligation to pay for the use of Digital Extras. In this case, there will also be no pro rata refund of payment already made.
3. For Digital Extras with a **limited term**, the right of use will end automatically at the end of the contractual term. An extension of use is possible via the Mercedes me Store and requires a new order. The Provider is entitled to alert the Customer about the forthcoming expiration of the term either by email or via a message to the "My messages" in-box of the Mercedes me user account, along with a text to his/her mobile phone number provided to the Provider.
4. Should the Provider terminate its "Terms of use for Mercedes me connect Services", or end its "Terms of use for Mercedes me connect Services" for an important reason (e.g data security, security problems at the content providers/third party providers), the Customer will receive no pro rata refund of the payment he/she has made for the relevant Digital Extras to the Provider. Should the Customer delete his/her user account, unpair the vehicle or change his/her place of residence to outside Malaysia, there is likewise no entitlement to a pro rata refund of payment already made.
5. In the case of Digital Extras which are **permanently activated**, the Customer is entitled to permanent use for an indefinite period of time over the lifetime of the vehicle after the vehicle purchase. For the activation, the Customer must pair his/her vehicle to the

Mercedes me user account for the duration of the activation. For the activation, the vehicle must be started once and a connection to the vehicle back-end infrastructure of Mercedes-Benz Group AG must be established. The Customer can find further information in his/her Mercedes me user account. In order to be able to check whether the Digital Extras has been activated, the vehicle regularly establishes a connection to the vehicle back-end infrastructure of Mercedes-Benz Group AG and transmits the vehicle identification number in the process. In addition, this connection regularly transmits information about which Digital Extras is activated in the vehicle. The permanently activated Digital Extras can continue to be used after the activation even if the vehicle is unpaired from the Mercedes me user account after the activation.

G. Availability and Transfer of Digital Extras

1. If the Provider is unable to transfer the ordered Digital Extras to the Customer through no fault of its own, for example, because Mercedes-Benz Group AG has not transferred the Digital Extras to the Provider despite the existence of an associated contract, the Provider may cancel the contract with the Customer. If Digital Extras that have previously been paid for cannot be transferred, then the Provider must without delay promptly notify the Customer via the communication channel specified by the Customer, by email or via a message to the “My messages” inbox of the Mercedes me user account, along with a text to his/her mobile phone number provided to the Provider, and shall promptly reimburse the Customer for the payments already received for the relevant Digital Extras.
2. Digital Extras that are purchased by the Customer are only valid for utilisation while the vehicle is in Malaysia. The Digital Extras shall not be operational in the event the vehicle is outside of Malaysia.
3. The Digital Extras that are purchased are not transferrable to third parties.
4. Force majeure and operational disruptions that occur at the Provider or Mercedes-Benz Group AG and temporarily prevent the Provider, through no fault of its own, from transferring the Digital Extras, will release the duty of performance during the period of defective performance/default triggered by such circumstances.
5. If similar disruptions should lead to a postponement of the contractual performance for more than fourteen (14) days after the acceptance of the order, or after a missed binding transfer date, the Customer may rescind the contract. Any further rights will not be affected thereby.

H. Complaints about Services

1. Customer can address his/her questions and complaints to the following contact:

Mercedes-Benz Malaysia Sdn. Bhd.
Wisma Mercedes-Benz
16A Jalan BK 1/13
Taman Perindustrian Bandar Kinrara
Malaysia
Email: me-connect.mys@cac.mercedes-benz.com

Toll-free number: 1-800-88-1133

Note: As described in the Provider's "Terms of use for Mercedes me connect Services", restrictions, inaccuracies, impairments and malfunctions may occur with the Digital Extras. In addition, the Mercedes me connect Services could change as described in the agreement concluded between the Customer and the Provider or as described in the Mercedes me Store.

2. The description of the Digital Extras in the Mercedes me Store or in the respective Provider's "Terms of Use for the Mercedes me connect Services" does not give rise to any *guarantee* or any *procurement risk irrespective of fault*.
3. This section does not apply to claims for damages. These are subject to liability.

I. Liability

1. In the event that the Provider is liable in accordance with applicable laws for damages caused by negligence, the liability of the Provider shall be limited as follows: Liability exists only if material, immanent obligations arising from the contract have been violated, for example those which are imposed upon the Provider in accordance with the spirit and purpose of the contract or whose performance is a prerequisite for the due and proper performance of the contract, on which the Customer regularly and ought to be able to rely upon compliance with such obligations. This liability is limited to typical damage foreseeable at the time when the contract comes into being and shall be limited to the total sum paid by the Customer for Digital Extras under such contract.
2. Regardless of the issue of fault, this shall not prejudice the liability of the Provider if the Provider has provided a guarantee or accepted a procurement risk, or under governing laws of Malaysia.
3. Personal liability on the part of the legal representatives, vicarious agents and employees of the Provider is excluded in cases of damage resulting from the Provider's slight negligence.
4. The aforementioned limitations on liability and exclusion of liability do not apply to damages resulting from the grossly negligent or wilful violation of the obligations of the Provider, its legal representatives or its vicarious agents, or in the event of death or personal injury.

J. Final Provisions

1. Any dispute or claim arising out of or in connection with a contract between the Provider and the Customer or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Malaysia and the competent courts of Malaysia shall have exclusive jurisdiction to settle any such dispute or claim.
2. The Provider may transfer all rights and obligations arising from the contract to a third party or to any Mercedes-Benz Group AG company. The Customer may transfer his/her rights or obligations arising from the contract to another person subject to the

Provider's written consent.

3. Subject to Part J Section 2 above, no other party shall have any rights under the contract. This contract is between the Provider and the Customer. No other person shall have any rights to enforce any of its terms.
4. If a court, arbitral tribunal or government authority having jurisdiction declares invalid or unenforceable any part of the contract, the contract will be considered divisible as to that part and that part will be deemed deleted from the contract or to be inapplicable and the remainder of the contract will be valid and binding.
5. No delay by the Provider in exercising any right under the contract will operate or be deemed to be a waiver of or limitation on any such right or an implied consent and no single or partial exercise of such right will preclude the Provider's further exercise of that right or the exercise of any other rights.
6. Address for service of process purposes:

Mercedes-Benz Malaysia Sdn. Bhd., Wisma Mercedes-Benz, 16A Jalan BK1/13, Taman Perindustrian Bandar Kinrara, 47180 Puchong, Selangor Darul Ehsan, Malaysia.

Important: For purposes of the exercise of the right of cancellation, the addresses listed in the information concerning the right of cancellation shall apply. Please direct questions and complaints to the toll-free hotline listed above.