

## General Terms and Conditions for Ordering of Digital Extras

***Mercedes-Benz Malaysia Sdn. Bhd.***

### **A. Scope of Application, Identity of the Provider**

1. 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. Mercedes me Store**

1. The operator of the Mercedes me Stores is the Provider.
2. Ordering process is as follows:
  - a. To place an order, the Customer must have logged-in to his/her Mercedes me user account and paired his/her vehicle to the account.
  - b. The ordering process consists of the following steps:
    - The Customer selects the type and number of products he/she wants and the desired term.
    - The Customer's personal data needed to process the order (e.g. name, address, payment method) are taken from his/her Mercedes me user account. The Customer may make changes to their personal data only in his/her Mercedes me user account.
    - Next, the Customer selects a payment method and, if applicable, the delivery method.
    - In the final step, the Customer may review all of the information entered and, if necessary, correct it before completing the ordering process by clicking the order button. At this point, the Customer should take note of this General Terms and Conditions for Digital Extras ("**these Terms and Conditions**") as well as view the Provider's other legal texts, such as Cancellation Policy, Legal Notice and Personal Data Protection Notice.
  - c. Before submitting the order, the Customer has the opportunity to check all information entered, including any input errors, and to correct them accordingly.
  - d. Upon payment, the Customer receives an order confirmation from the Provider.
  - e. The order data is stored by the Provider to process the order.

- f. The Customer is also able to view his/her order history in the Mercedes me Store.
3. The available payment options are displayed at the start of the ordering process.

**C. Conclusion of a Contract when Ordering Digital Extras; Activation and Enabling**

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 an 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. These 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 Mercedes me Services shall be created upon acceptance by the Provider, by issuance of an invoice to the Customer.
4. Upon the Customer's completion of the ordering process and the Provider's acceptance of the Customer's offer to enter into a contract, the Provider will activate the Digital Extras. Permanent activation may be applicable 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).

## D. Cancellation : Right of Cancellation and 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 the invoice (for Digital Extras with Fixed-Term subscription) or at any time up to 23:59 hours on the last day of either the free trial period or current billing period (for Digital Extras with Monthly Renewal subscription) ("**Cancellation Period**") without giving any reason.
- (2) The Customer must exercise his/her right to cancel via Mercedes me user account portal or Mercedes me Store. If the Customer is unable to cancel the contract by himself/herself, the Customer can 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](mailto:me-connect.mys@cac.mercedes-benz.com)

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

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

- (3) For Digital Extras with Fixed-Term subscription, to meet the cancellation deadline, it is sufficient for the Provider to be notified of the Customer's decision within the 14 days Cancellation Period. Any notification received after the 14 days Cancellation Period shall be invalid.
- (4) For Digital Extras with Monthly Renewal subscription, if the Customer deletes his/her Mercedes me user account or unpairs his/her vehicle without terminating the monthly subscription, termination by the Customer is only possible by email to [me-connect.mys@cac.mercedes-benz.com](mailto:me-connect.mys@cac.mercedes-benz.com). A seven (7) days' notice prior to the end of the current billing period is required. In this case, there will be no pro rata refund of payments already paid.

#### Effects of the Cancellation

- (5) In the event of a valid cancellation of a contract with Fixed-Term subscription, the Provider will refund 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 refund using the same means of payment as the Customer used for the initial transaction.

- (6) In the event of a valid cancellation of a contract for Monthly Renewal subscription, the cancellation shall take effect at the end of period of the relevant monthly subscription.

### Sample Cancellation Form

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

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

### E. Prices

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

### F. Payment

1. The individual steps and options for payment are explained and described during the ordering process in the Mercedes me Store.
2. When ordering certain Digital Extras, the Customer can choose between **one-time payment** (for Fixed-Term subscription) or **monthly payment** (for Monthly Renewal subscription). Payment is always due in advance in each case.
3. When ordering a Digital Extra with Monthly Renewal subscription for the first time, the Customer receives a free **trial month** for the Digital Extra in the selected vehicle and can use the Digital Extra for one month free of charge. The

respective **billing period** for the monthly payment always begins on the day of the month corresponding to the day of the contract conclusion and ends on the day preceding the day of the contract conclusion in the following month. The next billing date of the monthly billing period for the respective Digital Extra can be viewed by the Customer in his/her Mercedes me user account.

4. In the case of Monthly Renewal subscription, if the Customer fails to meet his/her payment obligation for one (1) billing period, the Provider will re-bill the outstanding amount in the next billing period. If the Customer fails to meet his/her payment obligations for two (2) consecutive billing periods, the Provider reserve the right to cancel the subscription and terminate the contract for good cause in accordance with Part G Section 5 below.

#### **G. 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 Extra, 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 the Mercedes me connect Services of the Provider in latest applicable version. If the Customer deletes his/her Mercedes me user account, unpairs his/her vehicle, objects to the Terms of Use for the 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 payments already paid.
3. For Digital Extras with **Fixed-Term subscription**, 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" inbox of the Mercedes me user account, along with a text to his/her mobile phone number provided to the Provider.
4. For Digital Extras with **Monthly Renewal subscription**, the right of use ends with contract termination. The Customer has the right to terminate a Digital Extra with Monthly Renewal subscription via his/her Mercedes me user account, at any time up to 23:59 hours on the last day of either the free trial period or current billing period. Termination by the Provider will be notified using 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. In the event of termination, the Digital Extras in the vehicle concerned will be deactivated.

5. The right of termination for good cause remains unaffected for the Customer and the Provider. An example of a good cause for the Provider is if the Customer has failed to meet his/her payment obligation for a Digital Extra with Monthly Renewal subscription for two (2) consecutive billing periods. Termination for good cause will be declared by the Provider in text form (including email or message to the "My Messages" inbox in the Mercedes me user account, along with a text to the Customer's mobile phone number provided to the Provider), and by the Customer in text form (including email to the CAC). The sale or permanent transfer or surrender of the vehicle does not entitle the Customer to an extraordinary termination for good cause.
6. For Monthly Renewal subscription, if the Customer deletes his/her Mercedes me user account or unpairs his/her vehicle without terminating the monthly subscription, termination by the Customer is only possible by email to [me-connect.mys@cac.mercedes-benz.com](mailto:me-connect.mys@cac.mercedes-benz.com). A seven (7) days' notice prior to the end of the current billing period is required. In this case, there will be no pro rata refund of payments already paid.
7. Should the Provider terminate its Terms of Use for the Mercedes me connect Services, or end its Terms of Use for the 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 payments he/she has paid 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 payments already paid.
8. In the case of Digital Extras with **permanent activation**, the Customer is entitled to permanent use for an indefinite period of time over the lifetime of the vehicle after the vehicle purchase. For activation, the Customer must pair his/her vehicle to the Mercedes me user account for the duration of the activation. The vehicle must be started once and a connection to the vehicle backend infrastructure of Mercedes-Benz AG must be established. The Customer can find further information in his/her Mercedes me user account. To verify whether the Digital Extras has been activated, the vehicle regularly establishes a connection to the vehicle backend infrastructure of Mercedes-Benz 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 Digital Extras with permanent activation can continue to be used after activation even if the vehicle is unpaired from the Mercedes me user account after activation.

9. In the event incorrect amount has been billed to the Customer for the purchased Digital Extra(s), the entire order will be cancelled and the contract will be rescinded with immediate effect. The Customer will receive a full refund for his/her order and has the option to repurchase the Digital Extras.

## **H. Contract Change**

1. A Customer may change his/her contract from Monthly Renewal subscription to a Fixed-Term subscription. This can be done by first cancelling the existing Monthly Renewal subscription in accordance with Part D and Part G Section 4 above and thereafter the Customer may purchase the Digital Extras with Fixed-Term subscription. The contract for the Digital Extras with Fixed-Term subscription shall take effect upon the expiration of the Monthly Renewal subscription.
2. A Customer may change his/her contract subscription from Fixed-Term subscription to Monthly Renewal subscription by purchasing the Digital Extras with Monthly Renewal subscription before or after the expiry of his/her Fixed-Term subscription. If the Customer purchases the Digital Extras with Monthly Renewal subscription before the expiry of his/her existing Fixed-Term subscription, the Monthly Renewal subscription shall take effect immediately upon purchase and any remaining term of the existing Fixed-Term subscription will be lost.

## **I. Availability and Transfer of Digital Extras**

1. If the Provider is unable to activate the Digital Extras purchased by the Customer through no fault of its own, for example, because Mercedes-Benz AG has not activated the Digital Extras for 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 activated, then the Provider will 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. In the event of force majeure and operational disruptions that occur at the Provider or Mercedes-Benz AG and temporarily prevent the Provider, through no fault of its own, from activating the Digital Extras, the duty of performance no longer applies to the Provider 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 activation date, the Customer may rescind the contract. Any further rights will not be affected thereby.

#### **J. 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](mailto: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 the Mercedes me connect Services, restrictions, inaccuracies, impairments and malfunctions may occur with the Digital Extras. In addition, the Digital Extras 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.



## **K. 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 for the use of the Digital Extras have been violated, for example those which are imposed upon the Provider by the Terms of Use for the Mercedes me connect Services 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 is created 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.

## **L. 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 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 L 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.