

## Terms of Use for the Mercedes me connect and smart control Digital Extras

Version 001.025.002.A.23-16

### KEY TERMS THE CUSTOMER SHOULD BE AWARE OF:

Pursuant to section 47A of the *Fair Trading Act* 1987 (NSW), please note that the following provisions are contained within the Terms of Use below. We recommend that you read the full terms before proceeding with any order or purchase.

#### **The Provider has limited liability under these Terms (see clauses 5.8, 6.6, 8.1(d), 9.9, 13.9, 14.7, 14.10, 17.4 and 17.5)**

- The Provider is not responsible for the Digital Extras of any Third-Party Provider.
- The Provider will not pay for any indirect loss, regardless of how it is caused.
- The Provider is not liable to the Customer, or responsible for paying for any loss, costs or damages resulting from:
  - the Customer making changes to the Compatible End Device which could render the Apps unusable;
  - the Customer's failure to carry out required maintenance and repairs on the Vehicle;
  - acts or omissions in relation to Third Party Contracts including the acts or omissions of the Seller or Payment Processor;
  - the Customer's inability to access the Digital Extras as a result of the Customer's refusal to consent to Software Updates;
  - the Customer's inability to access Digital Extras as a result of the Customer's deactivation of the Digital Extras;
  - the Customer's inability to access Digital Extras because the Provider has rightfully deactivated, reduced or limited the Digital Extras;
  - inaccurate details provided by the Customer;
  - misuse of the Customer's ID, password or Vehicle security by anyone other than the Provider;
  - the Customer granting a third party access to the Vehicle;
  - third party acts or omissions and third party software;
  - Force Majeure Events
  - modifications of the Digital Extras made by anyone other than the Provider;
  - use of the Digital Extras in a manner not contemplated by these Terms
  - a failure by the Customer to comply with these Terms, or misuse of the Digital Extras by the Customer; or
  - an act or omission directly within the Customer's responsibility or control.
- The Customer must pay the Provider for any loss resulting from:
  - the Customer using, or allowing anyone else to use the Vehicle, Use Gateways or the Digital Extras in an unlawful manner;
  - any breach or violation of applicable laws, third party rights, or the Terms by the Customer's acts or omissions; or

- any attempt by the Customer to modify the Applications, Software or Data Content if the modification infringes the Intellectual Property Rights of a third party.

**The Provider may deactivate or make changes to the Digital Extras at any time (see clauses 13.3, 13.4, 13.5, 14.8, and 14.9)**

- The Provider can deactivate or limit the Free Digital Extras without notice, at any time, for any reason.
- The Provider can deactivate or limit the Chargeable Digital Extras for good cause without notice, or for other critical reasons, at any time, by providing 30 days' prior written notice to the Customer.
- The Provider can develop the Chargeable Digital Extras at any time to add or remove functions, by providing 14 days' prior written notice to the Customer. The Customer has one calendar month to discontinue the Service, or they are deemed to have accepted the amended Service.
- The Provider can make changes to the Chargeable Digital Extras without prior written notice if there is a change to the Provider's Third-Party Providers, there are new technical developments, a change in law, or if the changes are required to make improvements.

**The Provider may vary these Terms at any time (see clause 13.1)**

- The Provider can amend these Terms without notice if the change is required by new technical developments, further development of the Digital Extras, judicial rulings or a change in law.
- The Provider can make changes to these Terms at any time if it considers the changes to be necessary and the Provider gives 14 days' notice. The Customer has one calendar month to discontinue the Service, or they are deemed to have accepted the updated Terms of Use.

**Additional terms & conditions may apply to some Digital Extras (see clause 1.2)**

- Additional terms & conditions may apply to some Digital Extras and must be accepted by the Customer before the relevant Digital Extra can be accessed.
- Where there is inconsistency between these general terms & conditions and additional terms & conditions applicable to a Service, the terms & conditions applicable to the Digital Extra will prevail.

**The Customer may also be subject to the Terms and Conditions of Third Party Providers (see clauses 4.12 and 5.8)**

- Some of the Digital Extras may be provided by Third Party Providers, the use of those Digital Extras by the Customer is subject to the Terms and Conditions set out by the Third Party Provider.

**The Digital Extras may be subject to inaccuracies, interruptions or technical difficulties (see clauses 4.13, 8.1(g) and (v), 17.3 and 17.4)**

- The Provider cannot guarantee ongoing or uninterrupted supply or availability of its Digital Extras.
- The Provider does not guarantee its Digital Extras will be absolutely secure from unauthorised access.
- The Customer acknowledges that:

- The provision and use of some Digital Extras will be subject to restrictions and inaccuracies outside of the Provider's control;

- The availability of the Digital Extras is dependent on conditions and performance beyond the control of the Provider, including Third Party Providers and software and technical applications that the Digital Extras rely on;
- The information provided by Third Party Providers may be incomplete, incorrect or not current, and the Customer is responsible for verifying this;
- It is technically impossible to make the Digital Extras available all the time and free of disruption, interruption, unavailability or errors of any kind; and
- Errors can lead to temporary shutdowns of the Digital Extras, which can impact the operation of Customer vehicles.

**By agreeing to these Terms, the Customer acknowledges that the Digital Extras may be impaired or may not function in some circumstances (see clauses 4.11 and 10.2)**

- If a Vehicle has not been directly imported into Australia by the Provider, or if the Customer moves the Vehicle outside Australia, the Digital Extras may be impaired, cease to function or may otherwise not work at all due to country-dependent technical equipment of the vehicle (e.g. communication module) or the country-dependent availability of third-party providers and content providers.
- In some cases a Customer will be required to purchase optional equipment in order to use the Digital Extras.

**The Customer's obligation to pay for their Digital Extras survives deactivation of the Digital Extras and deletion of the Mercedes me Apps or Adapter App (see clauses 6.7, 8.1(u), 13.7, 14.6 and 15.11)**

- Any obligations of the Customer for payment of Chargeable Digital Extras remain unaffected by:
  - deletion of the Mercedes me Apps or Adapter App;
  - deactivation of all, or part of the Digital Extras;
  - a change of residence by the Customer; and
  - the Customer's termination of these Terms or the Digital Extras.

**In some cases, the Customer will be required to pay for the costs of mobile data connection between the Vehicle and the Backend (see clause 10.4(a))**

- If the Customer uses the Digital Extras via the Adapter and Adapter App, they may be required to pay the costs of mobile data connection.

**Data about or provided by the Customer may be provided to a third party in a form that may enable the third party to identify the Customer (see clauses 1.5, 20 and the Privacy Policy)**

- Details concerning data processing, data protection and data security as they relate to the Digital Extras are provided in the Privacy Policy. [Note: I was having trouble with the Privacy Policy links so please update/check all links in the final.]
- If the Customer uses Digital Extras from providers and other third parties with the Mercedes Me App or Adapter App, the Customer's personal data will be shared with those third parties.
- Customer personal data can be transferred to government institutions or agencies pursuant to mandatory legal requirements.

## 1. Scope of Application

- 1.1. The following terms of use ("**Terms of Use**") apply to all aspects of the provision of Mercedes me connect and smart control and telematics services, to the temporary activation of on-demand features and to the provision of other digital content, digital products and digital services that may be purely digital or control certain functionalities of the underlying hardware and Digital Extras by Mercedes-Benz Australia/Pacific Pty Ltd (ACN 004 411 410) of 44 Lexia Place, Mulgrave Victoria 3170 ("**Provider**"), and to the use of the Digital Extras by each Customer.
- 1.2. Additional terms & conditions may apply to some Digital Extras (including Free Digital Extras and Chargeable Digital Extras) and must be accepted by the Customer before the relevant Digital Extra can be accessed, where the Customer has the right to access or use the Service. Where additional terms & conditions apply to a Service, this will be set out in the Description available via the [Customer Portal](#), as updated from time to time. Where there is inconsistency between these general terms & conditions and additional terms & conditions applicable to a Service, the terms & conditions applicable to the Digital Extra will prevail.
- 1.3. Some Digital Extras noted in these Terms of Use may not be available in Australia (for example, smart control Digital Extras) or applicable to your Vehicle. The range of Digital Extras available in Australia or applicable to your Vehicle may also be subject to change (e.g. in response to availability of third party inputs required for the provision of a particular Service). Please refer to the [Customer Portal](#) or [Mercedes Me App](#) for particular details on which Digital Extras are applicable to Australia and your Vehicle.
- 1.4. Some data services and functions for some Digital Extras may be provided by Third Party Providers, or may be based on technical applications from Third Party Providers, and may be subject to the Third Party Providers terms and conditions. The terms and conditions of the Third-Party Providers can be found [here](#). In addition, in some circumstances, specific features of the Digital Extras may no longer be able to be supplied or will need to be supplied in a different form, for example, where there is a change to our Third-Party Providers on which the feature or Digital Extra relies. Further detail about when the Digital Extras may be changed, or no longer be supplied is set out in clause 13 below.
- 1.5. Use of the Digital Extras by each Customer is also subject to the Provider's Privacy Policy. A copy of the Privacy Policy is available [here](#).

## 2. Definitions

The following terms used throughout these Terms of Use shall have the following meaning:

- 2.1. "**Adapter**" has the meaning given in clause 6.3;
- 2.2. "**Adapter App**" has the meaning given in clause 6.3;
- 2.3. "**Applications, Software and Data Content**" has the meaning given to it under clause 12;
- 2.4. "**Agreement**" has the meaning given to it under clause 3.1;
- 2.5. "**Applicable Laws**" means all laws, statutes, regulations, rules or codes applying directly or indirectly to the Digital Extras or Terms of Use as amended from time to time and shall include but not be limited to road rules, surveillance laws, and privacy and data protection laws;
- 2.6. "**Automated Driving Functions**" means if the Customer's Vehicle contains optional equipment which can be utilised for highly automated driving functions;
- 2.7. "**Backend**" means the aspects/parts of the Digital Extras, Use Gateways and/or any ancillary solutions which are not visible or accessible by the Customer;
- 2.8. "**Chargeable Digital Extras**" means Digital Extras that incur a fee or charge (as noted in the [Customer Portal](#) and the Mercedes me Store as updated from time to time)
- 2.9. "**Co-Users**" means other persons who have been authorised by the Customer in their User Account as co-users in accordance with clause 8;
- 2.10. "**Compatible End Device**" means a third party device that is able to connect to and operate with the Use

Gateways and the Digital Extras;

- 2.1.1. **“Communication Module”** means the module owned by the Provider which is located in the Vehicle that enables communications and mobile data to be transmitted to and from the Vehicle;
- 2.1.2. **“Connected”** means the Vehicle being effectively paired to a Mercedes me user account to enable use of the Digital Extras by the Customer within the Vehicle;
- 2.1.3. **“Customer”** mean an individual consumer who fulfils the requirements of clause 4.8;
- 2.1.4. **“CAC”** means the Customer Assistance Centre of the Provider the details of which are set out [here](#);
- 2.1.5. **“Customer Portal”** means the Customer Portal as defined [here](#) in these Terms of Use;
- 2.1.6. **Description**” means the description of the Digital Extra as set out in the Customer Portal, in the Mercedes me Store and/or the Mercedes Me App (as applicable and as updated from time to time);
- 2.1.7. **“Developed Intellectual Property”** means any Intellectual Property discovered, developed or which has otherwise come into existence as a result of, for the purposes of, or in connection with the performance of the Digital Extras or these Terms of Use;
- 2.1.8. **“Digital Extras”** means Digital Extras as defined in clause 1 above that are available to the Customer in respect of the Vehicle (as set out in the Customer Portal as updated from time to time), and includes the Free Digital Extras and Chargeable Digital Extras;
- 2.1.9. **“Fee”** means the amount payable by the Customer for a Chargeable Digital Extra as set out in the Mercedes me Store;
- 2.2.0. **“Free Digital Extras”** means Digital Extras which are provided to the Customer for use for a specified period (as noted in the [Customer Portal](#) as updated from time to time) without cost;
- 2.2.1. **“Force Majeure Events”** means anything outside the reasonable control of a party, including:
  - (a) The failure, fault, defect, malfunction, degradation, suspension, discontinuance, maintenance or unavailability of third party Digital Extras, hardware, software or applications including but not limited to telecommunications failures and faults, defective network or internet connections and the malfunction, degradation, suspension, discontinuance, maintenance or unavailability of any third party materials, cloud environments or software;
  - (b) an act of God, lightning, fire, storm, explosion, flood, landslide, peril of sea or air, bushfire, volcano or earthquake;
  - (c) strikes or other industrial action whether in Australia or overseas;
  - (d) an act of public enemy, war (declared or undeclared), terrorism, piracy, sabotage, blockade, revolution, riot, insurrection, civil commotion, pandemics, epidemic;
  - (e) any act or omission of a wharf or port authority, a government authority or agency or a shipping or transportation company;
  - (f) the effect of any change in Applicable Laws; and
  - (g) an embargo or power shortage;
- 2.2.2. **“Infotainment System”** means the infotainment system located within the Vehicle;
- 2.2.3. **“Intellectual Property/Intellectual Property Rights”** means any present and future rights, title and interests in and to any industrial or intellectual property rights, whether registrable or not, including but not limited to any confidential information, copyright, moral rights, patents, ideas, concepts, methods, processes, procedures, systems, reports, computer programs, Applications, Software and Data Content, software, techniques (including function, process, system and data models), templates, generalised features of the structure, sequence and organisation of software, user interfaces and screen designs, consulting and software tools, utilities and routines, logic, coherence and methods of operations of systems, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, data, databases, plant varieties, trade marks, brand names, business names, domain names, internet addresses, applications for any of the foregoing and any improvements, enhancements or modifications to any of the foregoing;

- 2.24. **“Holder”** means the person who is registered as the person responsible for the Vehicle with the relevant state or territory vehicle authority;
- 2.25. **“Mercedes me Apps”** means the Mercedes me applications that are available for use with mobile compatible devices;
- 2.26. **“Mercedes me ID”** means the central user account which can be used for subscription to and/or the use of various Digital Extras issued by Mercedes-Benz AG;
- 2.27. **“Mercedes me Mailbox”** means the mailbox located within the Mercedes me App and the Customer Portal;
- 2.28. **“Mercedes me Store”** means the store that can be used to purchase certain Chargeable Digital Extras;
- 2.29. **“Network Operator”** means a Third Party Provider that provides wired and wireless communications services;
- 2.30. **“Participating Partners”** means an authorised Mercedes-Benz Retailer or Autobody who have been authorised by the Provider to be a “participating partner” in respect of the Digital Extras;
- 2.31. **“Provider”** means Mercedes-Benz Australia/Pacific Pty Ltd ACN 004 411 410 of 44 Lexia Place, Mulgrave Victoria 3170;
- 2.32. **“Service Partners”** means authorised Mercedes-Benz Retailer or Autobody who are authorised to provide repair and maintenance services for Mercedes-Benz vehicles;
- 2.33. **“Software Update”** means the replacement, enhancement, modification, upgrade, variation, patch, workaround and/or correction of or to the Digital Extras and/or the components of the Vehicle;
- 2.34. **“Support and Maintenance”** means ongoing support provided by MBAuP (directly or via MBAG or a Third Party Provider) to the Customer in relation to incidents arising from the Digital Extras and maintenance to enable the ongoing unimpeded performance of the Digital Extras;
- 2.35. **“Term”** has the meaning given to it by clause 15;
- 2.36. **“Third-Party Providers/Content Providers”** means third parties who provide, sell or contribute goods or services including but not limited to internet providers, music streaming providers, mobile phone companies, Network Operators and telecommunications providers, GPS and global satellite navigation system providers;
- 2.37. **“User Account”** has the meaning given to it under clause 6.1;
- 2.38. **“Use Gateways”** means the Customer Portal, the Mercedes me Apps, and the Adapter App;
- 2.39. **“Vehicle”** means the Mercedes-Benz passenger vehicle or smart car of the Holder that is effectively paired with the Mmc App to enable the provision of the Digital Extras;
- 2.40. **“Workshop”** means the workshop of a Participating Partner.

### **3. Acceptance of these Terms of Use**

- 3.1. Use of the Digital Extras requires that the Customer sets up a Mercedes me ID and registers and accepts these Terms of Use. The Terms of Use shall be effective and form a binding agreement between the Customer and the Provider (**“Agreement”**) on the earlier of when the Customer receives confirmation of an Agreement, or the date on which the Customer uses the respective Digital Extras for the first time.
- 3.2. The Agreement shall be concluded in English.

### **4. Scope of Digital Extras**

- 4.1. Each of the Digital Extras are supplied by the Provider to the Customer on an individual basis, subject to these Terms of Use and any additional terms & conditions applicable to a particular Digital Extra.
- 4.2. The scope of Digital Extras may vary depending on the Vehicle type and equipment.

- 4.3. The scope of the Digital Extras, conditions of use, availability and, where applicable, further information are set out in the respective Description.
- 4.4. The Customer acknowledges that the Digital Extras are not an integrated part of the Vehicle and do not affect the operation, use or enjoyment of the Vehicle itself and that the supply of the Digital Extras by the Provider is separate and distinct from the supply of any other product or services that might be provided from time to time by the Provider to the Customer.
- 4.5. Digital Extras that require a linked vehicle apply exclusively to the respective vehicle (e.g. charging Digital Extras, streaming Digital Extras, “convenience data volume” Digital Extras) and are not transferable to other vehicles. In addition, all Digital Extras may only be used for the purpose specified in the description of the respective Digital Extras. The same applies to other products linked to the user account (e.g. Mercedes-Benz Wallbox).
- 4.6. When these Terms of Use come into effect, the Customer will be entitled to use certain Free Digital Extras for a limited duration the details of which (including the duration of these Free Digital Extras) are set out in the Description available via the [Customer Portal](#) (as updated from time to time) and subject to these Terms of Use.
- 4.7. The Customer may also acquire the right to purchase and use Chargeable Digital Extras the details of which (including the duration of these On Demand Digital Extras) are set out in the Description available via the [Customer Portal](#), as updated from time to time, subject to these Terms of Use. The purchase of Chargeable Digital Extras is subject to additionally agreed terms for the sale of the Chargeable Digital Extras, including the General Terms and Conditions of the Mercedes me Store and any terms & conditions applicable to the Chargeable Digital Extra purchased.
- 4.8. The Digital Extras are intended for natural persons who will utilise the Digital Extras within Australia and who is either:
- (a) a consumers with a permanent residence (registered address) in Australia;
  - (b) the Holder of an suitable Vehicle; or
  - (c) have been authorised by the Holder to use the Vehicle.
- 4.9. The Digital Extras are generally only available in Australia. If certain Digital Extras are geographically limited or not available during certain times, this shall be stated in the Description.
- 4.10. If a Vehicle has not been directly imported into Australia by the Provider (eg: grey import) or if the Customer moves with the Vehicle to another country outside of Australia, the Digital Extras may be impaired or not function at all due to country-specific equipment within the Vehicle (e.g. Communication Module) or the country-specific availability of Third-Party Providers/Content Providers.
- 4.11. Some data services and functions for some Digital Extras may be provided by Third Party Providers, or based on technical applications from Third Party Providers, and may be subject to the Third Party Providers terms and conditions some of which can be found [here](#).
- 4.12. The Provider shall use its reasonable endeavours, but cannot guarantee ongoing or uninterrupted supply of the Digital Extras, noting that the Digital Extras may be subject to interruption, change, discontinuance or limitations.

## **5. Requirements for Use**

- 5.1. The Digital Extras are available in Mercedes-Benz or smart model series Vehicles that are fitted with an integrated Communication Module. Some Digital Extras require additional optional equipment in the Vehicle in order to operate. The Digital Extras for the Mercedes-Benz Wallbox require pre-installation for remote functions via the Mercedes me App. Details and any further conditions of use are set out in the respective Description. Certain Digital Extras are also available for older Mercedes-Benz or smart model series Vehicles. The Customer can obtain information about the model series in which the Digital Extras are available from the Participating Partners.
- 5.2. For certain functions and Digital Extras, the Vehicle requires a mobile data connection between the Vehicle and the Backend as well as the Compatible End Device of the Customer. In addition, the Vehicle must have

an Infotainment System. To use the Digital Extras for the Mercedes-Benz Wallbox, the wallbox must have an Internet connection (e.g. WLAN, SIM).

- 5.3. To enable use of the Digital Extras for a Vehicle, the Vehicle must be Connected.
- 5.4. In order to use the Digital Extras with the Mercedes-Benz Wallbox, the Mercedes-Benz Wallbox must be Connected.
- 5.5. Connection can take place at a Participating Partner's Workshop or online via the Customer's User Account. The Customer can obtain more information on the [Customer Portal](#) or from Participating Partners.
- 5.6. Digital Extras in the Vehicle and/or for the Mercedes-Benz Wallbox cannot be activated or used until the Vehicle is Connected. Each Vehicle can only be assigned to one Customer as the main user. Additional Vehicle users may be registered as Co-Users.
- 5.7. For security reasons, an identity check is required for the use of some Digital Extras. This can be done by the Customer presenting an identification document to a Participating Partners at their Workshop, or online via the Mercedes me Apps. The Customer will be informed of the necessity of an identity check when activating a Digital Extra. The Digital Extra 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.
- 5.8. In order to use Services, the Customer may be required to enter into a contract and/or create a user account with a Third-Party Provider ("**Third-Party Provider Account**"). To use the services of the Third-Party Provider, the Customer's Third Party Provider Account must be linked to the Third-Party Provider's service. The use of the services of the Third-Party Provider by the Customer is subject to the conditions agreed between the Customer and the Third-Party Provider. The Customer acknowledges and agrees that the Provider is not a party to this Third-Party Provider Contract and unless otherwise expressly stated, assumes no responsibility to the Customer or any other person for the services of the Third-Party Provider.
- 5.9. Use of the Digital Extras or Mercedes-Benz Wallbox via the Mercedes me 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 Digital Extras via the Adapter requires the installation of the Adapter at a Participating Partner, a Compatible End Device and a mobile data connection, as well as the installation of the Adapter App on the Compatible End Device.
- 5.10. In addition, use of the Digital Extras also requires regular Software Updates of the Mercedes me Apps when such Software Updates are available. The period between individual software updates is variable. There is no entitlement to software updates beyond the maintenance of contractual conformity or security updates.

## **6. Use of the Digital Extras**

- 6.1. The Provider shall provide the Customer with access to and the use of the Use Gateways on which the Customer may set up a private area and manage their Digital Extras ("**User Account**").
- 6.2. The Customer can link several Vehicles (up to a maximum of 20) and up to three Mercedes-Benz Wallboxes with their User Account and may unlink these again at any time. Notwithstanding the above, the Free Digital Extras and Chargeable Digital Extras are supplied on a per Vehicle basis and may not be transferred to other Vehicles. The linking (connection) and unlinking (disconnection) of the Vehicle is regulated by clause 13 below.
- 6.3. The Customer can operate and use the Digital Extras via the Use Gateways, including through a Compatible End Device or the Mercedes me Apps. Which Use Gateway is available for each Digital Extra is determined by the respective Description as set out in the [Customer Portal](#).
- 6.4. The customer may activate and deactivate individual Digital Extras. When a Digital Extra is activated, the customer can use the service. If a Digital Extra is deactivated, it is not available for the customer's use during this period. New Digital Extras do not become effective for the customer until the customer activates them.
- 6.5. The Customer may delete the Mercedes me Apps at any time. In this case, the Customer will no longer have any access to the Digital Extras via the Mercedes me Apps.
- 6.6. Changes to the Compatible End Device (e.g. update of the operating system, jail-breaking) could render the Mercedes me Apps unusable. To the fullest extent permitted by law, the Provider shall not be liable to



the Customer if the Customer is not able to access or use the Digital Extras or Mercedes me Apps as a result of the above.

- 6.7. Any obligations to pay the fees for Chargeable Digital Extras or for contracts with third-party providers shall remain unaffected by deactivation of the relevant Digital Extra, deletion of the Mercedes me Apps or as a result of any changes to the Compatible End Device noted in clause 6.6 above. To the extent of any inconsistency between the information contained within the display in the instrument cluster of the Vehicle, and the display via the Use Gateways (being, the information displayed in the Infotainment System, in the Mercedes me Apps, or in the Adapter App), the information contained within the display in the instrument cluster of the Vehicle will prevail.

## **7. Obligations of the Customer**

- 7.1. The Customer undertakes and agrees or otherwise represents and warrants that:

- (a) they are either the lawful owner and Holder of the Vehicle, or that the Vehicle's lawful owner and Holder has permitted them to use the Vehicle, and to use the Digital Extras in the Vehicle.
- (b) In the case of the Mercedes-Benz Wallbox, the customer warrants that they are either the lawful owner of the Mercedes-Benz Wallbox or that the owner has permitted them to use the Mercedes-Benz Wallbox and the available Digital Extras.
- (c) any information or data provided to the Provider (directly or via a Participating Partner or Service Partner) including but not limited to a Customer's profile data (e.g. name, address, email address, mobile phone no., date of birth), ("Data") are true and correct. The Customer shall inform the Provider of any changes to the Data without undue delay. For Customers with certain Vehicles, a profile is automatically created for the Customer using the Data at or around the time of Connection and is protected with a PIN;
- (d) The customer shall immediately disconnect the vehicle from the Digital Extras if they are no longer entitled to use the vehicle (e.g. owing to sale or discontinuation of the right to use a company or leased vehicle), or if the vehicle is destroyed. The same applies to other products that are linked to the user account (e.g. Mercedes-Benz Wallbox).
- (e) the Customer shall keep all access details and passwords necessary to use the Digital Extras (including but limited to their User Account) safe, not disclose them to third parties, and prevent them from being misused. In particular, the Customer must not use the same combination of email address and password for accessing the User Account which they use for any other online Digital Extras;
- (f) if the Customer allows another person to use the Vehicle ("Third Party User"), the Customer shall ensure that the Third Party User is made aware of and agrees to comply with these Terms of Use as if they were the Customer. The Customer is responsible for:
  - i. informing the Third Party User about the Digital Extras and the associated data collection, processing and transmission prior to use including providing the Third Party User with a copy of the applicable [Privacy Policy](#);
  - ii. informing the Third Party User about these Terms of Use and the obligations and rights contained therein to the extent that they apply to the Third Party User;
  - iii. obtaining the Third Party User's consent as required under these Terms of Use, the applicable [Privacy Policy](#) or as otherwise required by law;
  - iv. advising the Third Party User of the option to deactivate the Digital Extras; and
  - v. advising the Third Party User that it is their responsibility to determine which Digital Extras and/or Third Party Provider Digital Extras are required/not required by the Third Party User and are activated/registered or deactivated/deregistered accordingly.
- (g) The Customer (and all third parties including but not limited to Co Users and Third Party Users) will at all times comply with all Applicable Laws and these Terms of Use and will not, by act or omission, cause the Provider to infringe or otherwise breach these Terms of Use and any Applicable Law;

- (h) The Customer will not to use, or allow or permit anyone else to use, the Use Gateways and/or the Digital Extras in a unlawful manner or for an unlawful purpose including but not limited to using the optical and/or listening features of the Vehicle and/or the Digital Extras to observe or record private conversations or acts where such recordings are not permitted by law;

7.2. If the Customer determines that the Digital Extras have been used (directly by themselves or by a third party including but not limited to any Co-Users and Third Party Users) in breach of the Terms of Use or in violation of any applicable law, the Customer must immediately inform the Provider accordingly via their User Account or by contacting the CAC; and

- (a) The Customer is solely responsible for storing any data as needed on their Compatible End-Device(s).
- (b) The Customer will not modify, edit, decompile (including by way of reverse engineering), store or otherwise reproduce the software applications provided for the use of the Digital Extras.

## **8. Customer Acknowledgements**

8.1. The Customer acknowledges and agrees that:

- (a) the Digital Extras are not an integrated part of the Vehicle and do not affect the operation, use or enjoyment of the Vehicle itself;
- (b) the supply of the Digital Extras is provided by the Provider on a standalone basis, and is separate and distinct from the supply of any other product or service by the Provider to the Customer, including the supply of the Vehicle;
- (c) the Customer is personally responsible for lawful conduct in accordance with any State and country-specific laws, regulations and rules, including those governing the use of mobile phones and smartphones (and the corresponding Mercedes me Apps or Adapter App). If a Customer operates or uses integrated information systems and communication devices (such as Compatible End Devices) in the Vehicle, the Customer can be distracted from the surrounding traffic and may lose control of the Vehicle. Therefore, the Customer must only use the Digital Extras and these systems or devices if it is legally permissible and safe to do so. If this cannot be ensured, the Customer must not use or operate the Digital Extras or these systems/devices or otherwise must safely and lawfully stop the Vehicle before using the Digital Extras, these systems or devices;
- (d) Some of the Digital Extras may provide the Customer with technical information about the Vehicle or assist the Customer with identifying when certain repair, servicing or maintenance is required on the Vehicle however these Digital Extras are intended as a guide only and the Customer is solely responsible for ensuring the roadworthiness and road safety of the Vehicle. The same applies to any requirements for maintenance, servicing and repair work. The Provider does not accept any liability for failure to carry out required servicing, maintenance and repair measures on the Vehicle;
- (e) Compatible End Devices and other objects brought into the Vehicle must always be kept in a manner that prevents injury of any Vehicle passengers, among others, in the event of an accident.
- (f) the provision and use of the Digital Extras may be subject to certain restrictions and inaccuracies which are beyond the Provider's reasonable control;
- (g) there may be discrepancies between the data displayed in the Vehicle (e.g. within the display in the instrument cluster of the Vehicle) and that in the Customer's respective Use Gateway or Mercedes-Benz Wallbox which may arise from matters outside of the reasonable control of the Provider including, but not limited to, the acts or omissions or Third Party Providers;
- (h) Vehicle status queries (for instance, by means of "Geofencing") are not always accurate despite the available standard of technology and some inaccuracies may exist. For example, under certain circumstances, it may not be possible to transmit data in whole or in part (e.g. in a multi-storey car park). As a result, it is possible that stored commands will not be activated because the Vehicle's status is not received by the Backend correctly or on time. The Customer therefore should not solely rely on the Digital Extras to determine the Vehicle status and the Customer should conduct their own manual verification;
- (i) the Digital Extras are geographically limited to the transmission and reception areas of the

transmission stations operated by the relevant Third Party Providers/Content Providers;

- (j) The unavailability of the mobile network (as provided by Third Party Providers/Content Providers) can in some cases mean that the Digital Extras are not available because the necessary data transfer cannot take place;
- (k) the Digital Extras may be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g. bridges, tunnels, buildings);
- (l) GPS coordinates may be adversely impacted by global navigation satellite systems;
- (m) Other disruptions, such as network overload, may restrict use of the internet and therefore the Digital Extras;
- (n) Sudden capacity bottlenecks may arise from spikes in the use of the Digital Extras, the mobile and landline networks or the Internet which may adversely impact the Digital Extras;
- (o) the mobile communications connection between the Vehicle and the Backend is currently provided by an external German telecommunications operator or its roaming partners outside Germany. This operator currently has a service availability of approximately 97.0% on an annual average meaning disruptions and unavailability of the Digital Extras may arise;
- (p) when using data via mobile telecommunication Digital Extras, the Customer will share the available bandwidth with other users (so-called shared medium) in the mobile radio cells;
- (q) the actual achievable transmission rate during data usage is dependent on the 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 Customer;
- (r) the on-board status queries and controls (e.g. switching smart plugs on/off) may not always be reliable or error free due to the technology available at the time of supply and dependencies on Third Party Provider Digital Extras and components outside the Vehicle (e.g. backend Digital Extras, smart home devices and smart home bridges/hubs)
- (s) disruptions, discontinuances, unavailability and/or limitation of the Digital Extras may also be caused by a Force Majeure Event, 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 Third Party Providers/Content Providers which are necessary in order to ensure that the Digital Extras are properly provided or improved;
- (t) the use of the Digital Extras via the Mercedes me Apps may also be subject to limitations and inaccuracies due to the unavailability of or disruptions in the Mercedes me Apps, Adapter App or the Compatible End Device including but not limited to by reason of a Force Majeure Event or due to technical and other measures such as maintenance, software updates, enhancements to the Mercedes me Apps or Adapter App. If a Customer who uses the Digital Extras via the Apps or the Adapter relocates to a country in which the Apps, the Adapter App as well as the Adapter are not available, the Customer can no longer use the Digital Extras via the Apps, the Adapter App or the Adapter. Please note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by a change of residence;
- (u) for certain Digital Extras the information available via the Digital Extra is prepared by Third-Party Providers/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 their 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 their purposes;
- (v) that Digital Extras may be temporarily unavailable or only available to a limited extent when a Vehicle is delivered up to a Workshop;
- (w) maintenance, servicing and repair work carried out on the Vehicle during a Workshop visit can

generate data that leads to incorrect status messages and diagnosis messages via different Use Gateways. As a result, the Customer may receive faulty offers for maintenance Digital Extras 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 Digital Extras after a Workshop visit;

- (x) the Digital Extras require a fully functioning power supply in the Vehicle from the Vehicle battery. If the Digital Extras 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 in the Vehicle to shut down and thereby disrupt the mobile data connection to the Vehicle and the availability of the Digital Extras until the next time the Vehicle is manually started up;
- (y) data on a Vehicle's 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;
- (aa) the Provider maintains all title, interest and rights in the Communication Module in the Vehicle and any use by the Customer of the Digital Extras via the Communication Module shall be taken as the Customer directing the Communication Module on behalf of the Provider, so that the Digital Extras may subsequently be provided by the Provider to the Customer;
- (bb) 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;
- (cc) 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 on the Customer Portal if they learn of security problems with the Third-Party Provider or in the event of loss of their access data via the Third-Party Provider.

8.2. In respect of the following specific individual Digital Extras, the Customer acknowledges and agrees that:

- (a) Some of the following features may not be available in Australia;
- (b) **Remote Door Locking and Unlocking:** unattended remote opening of the Vehicle increases the risk of theft of the Vehicle and of items located inside the Vehicle and therefore the Vehicle key should not be left in the Vehicle when the Vehicle doors are locked;
- (c) **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, and therefore all soft top parts must be locked as described in the operating instructions;
- (d) **Parking:** only available and non-binding parking options are displayed, the Customer is solely responsible for observing any parking conditions, such as Vehicle height in the parking garage;
- (e) **Remote Parking Assist:** the Remote Parking Assist is a driving assistance aid only and the Customer/driver at all times remains solely responsible for maintaining proper control of the Vehicle, ensuring safety, monitoring the driving environment and complying with all Applicable Laws, regulations and road rules;
- (f) **Theft notification and parking damage detection:** 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 help prevent this, the tow-away protection can be disabled, however this also deactivates the parking collision detection. Detection may also be restricted or limited 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 Digital Extra triggers a false alarm or does not detect an impact on the Vehicle. Detailed information can be found in the operating instructions. The Customer at all times remains responsible for ensuring that their Vehicle is roadworthy and free from damage. No guarantee can be made that the Vehicle can still be driven safely or properly;
- (g) **Digital Handover for Vehicle Key:** The Mercedes-Benz Digital Handover for Vehicle Key Digital Extras are facilitation and assistance Digital Extras which are intended to facilitate the sharing and

borrowing of the Vehicle only. Any granting of access to the Vehicle and/or handing over of possession of the Vehicle (including any Vehicle hire/rental/borrowing Digital Extras) are at all times deemed to be provided by the Customer to the third party under a separate contract, the terms of which are informed by these Terms of Use (Third Party Contract). The Provider is not a party to or in any way liable for the Third Party Contract. The Customer provides access to the Vehicle and/or hands over possession of the Vehicle to a third party at their absolute risk. The Digital Handover for Vehicle Key Digital Extra is intended to allow the Customer to easily share their Vehicle within a trusted community, i.e. family & friends. This Digital Extra is not intended for community based car sharing. For the purposes of utilising this Service, the Customer must place a deactivated physical key in the locked Vehicle. Additionally, the Vehicle and Customer's phone must have a cellular signal. The Customer acknowledges and agrees that (a) by activating the key, the Vehicle may be used by anyone who obtains access to the key; and (b) in the event of any system errors and/or loss of connection to the server, this Digital Extra and its associated features (such as activating and deactivating the key) may not be possible.

If the Customer elects to utilise the Digital Handover for Vehicle Key Digital Extras, the Customer is responsible for anything other than what is expressly stated as being the Provider's responsibility in accordance with these Terms of Use. Such Customer responsibilities include but are not limited to:

- i. Establishing an agreement to govern the granting of access to the Vehicle to a third party and/or the Customer handing over possession of the Vehicle to a third party including any terms which the Customer deems necessary to protect their rights and interest in the Vehicle and the Vehicle itself;
  - ii. handing over the Vehicle to the third party in a roadworthy and functional condition;
  - iii. ensuring the Vehicle is only locked and the key is only deactivated in safe circumstances (eg: not on railroad tracks, in a intersection etc.)
  - iv. ensuring that no persons or animals are in the Vehicle at the time of locking the Vehicle;
  - v. ensuring that the third party is authorised to drive the Vehicle (including but not limited to ensuring that the third party holds a valid driver's license) before being granted access to or possession of the Vehicle;
  - vi. ensuring that the third party complies with all rules, regulations and laws when they have access to or possession of the Vehicle;
  - vii. Ensuring that the key is at all times deactivated whilst it is located within the locked Vehicle (keeping an activated key in a locked Vehicle is not permitted);
  - viii. Ensuring that the third party is aware of these Digital Extras and the associated data collection, processing and transmission prior to departure;
  - ix. obtaining the third party's consent and authorisations; and
  - x. Notifying and obligating the third party to: (i) comply with these Terms of Use including any obligations and rights contained therein to the extent that they apply to the third party; (ii) to ensure that the Vehicle is returned to the Customer in the same condition as it was delivered to them by the Customer; and (iii) at the end of the borrowing period, when closing and locking the Vehicle, ensure that no animals or people are inside the Vehicle.
- (h) **Remote Engine Start and Auxiliary Heating/Ventilation:** before activating Remote Engine Start, or the auxiliary heating/ventilation, the Customer must ensure 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;
- (i) **Emergency Key Deactivation:** the 'Emergency Key Deactivation' should only be used by the Customer in emergency situations and subject to the following conditions: (a) at the time of activating the 'Emergency Key Deactivation' the Vehicle is parked in a safe and secure manner;

and (b) at the time of activating the 'Emergency Key Deactivation' there are no persons or animals inside the Vehicle. The Customer further acknowledges that: (a) after the 'Emergency Key Deactivation' is activated, no Vehicle access and no engine start is possible with the Vehicle keys. Unlocking and locking with a locked Vehicle key is only possible with the emergency key or via a specialised remote key; (b) If the 'Emergency Key Deactivation' is active for more than approx. 30 days, the keys of the Vehicle can only be activated in a qualified specialist Workshop; (c) For the purposes of the above, the Customer can elect to receive a reminder message via SMS or the Customer Portal by making this selection and (d) in rare cases of technical restrictions, the activation of the keys must be carried out in a qualified specialist Workshop;

- (j) **Smart Home:** the on-board status queries and controls (e.g. switching smart plugs on/off) may not always be reliable or error free due to the technology available at the time of supply, dependencies of Third Party Provider Digital Extras and components outside the Vehicle (e.g. backend Digital Extras, smart home devices and smart home bridges/hubs). It is possible that data will not be exchanged in whole or in part between the Vehicle and the relevant components. As a result of this, activation or delivery of the Digital Extras may be delayed, not actuated or actuated despite a deactivation because information transmitted from the Vehicle is not received or is received incorrectly or not in time. The Customer, Co-User and/or Third Party User (and not any Third Party Provider or the Provider) are responsible for all security-related functions, as well as for the correct connection, installation and use of any systems and component. The Customer, Co-User and/or Third Party User are solely responsible for ensuring that their use of this Digital Extra does not endanger or cause harm or loss of any kind to any person or property including but not limited to notifying any person who may be impacted for the use of the Digital Extras (eg: advising any person located in the relevant property that the lights will be switched off via the Digital Extras so that the person at the location does not endanger themselves by descending stairs at the time that the lights are switched off).
- (k) **Voice Assistance Functions:** the use and operation of all Voice Assistance Functions in the Vehicle are subject to matters outside of the reasonable control of the Provider including: false notifications, misinterpretations and transmission errors. Therefore, the use of Voice Assistance Functions does not obviate the need to ascertain the actual conditions. The Customer will at times observe and comply with any notifications or messages of the Voice Assistance Functions (including but not limited to warning messages);
- (l) **Beginner Driver and Parking Service Mode:** the Vehicle speed and acceleration are reduced when Beginner Driving and Park Service modes are activated. The Customer undertakes to the Provider to inform any Third Party User or user of the Beginner Driver and Parking Service Mode (including the reduced speed and acceleration) before any third party drives or uses the Customer's Vehicle;
- (m) **Accident detection in the Smartphone:** If an accident is detected, the Customer can dial emergency by clicking on the accordingly designated button. To the extent permitted by law, the Mercedes-Benz team will support the Customer in the subsequent claims processing. The completeness and correctness of the automatic accident detection function cannot be guaranteed and the driver retains full responsibility, among other things, for the road safety of the Vehicle;
- (n) **Energising 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 and are only informational in nature. Therefore the correctness of any pulse values cannot be guaranteed;
- (o) **Automated Driving Functions:**
  - i. To use of the Automated Driving Functions, the Digital Extras must be activated and available;
  - ii. Notwithstanding the activation of the Digital Extras pursuant to sub-clause i above, the Automated Driving Functions may not be available or may only be available to a limited extent as the availability and activation of the Automated Driving Functions is dependent on additional system requirements, system limitations and is subject to functional, spatial, regional and temporal limitations;

- iii. The availability of the Automated Driving Functions is dependent on matters outside of the Provider's reasonable control which includes, among other things, suitable weather conditions, the currently available route network, an existing route clearance, the respective traffic situation and/or access being granted by Third Party Providers to the Provider in relation to certain Third Party Provider goods and Digital Extras;
- iv. The availability of the Automated Driving Functions is dependent on the laws in place at the time in the country where Vehicle is to be used; and
- v. It has reviewed and accepts the Automated Driving Functions requirements, Automated Driving Functions limitations and the data processing information applicable to the System as set out in the [Privacy](#) documents and Vehicle's operating instructions.

## 9. Payment Function in the Context of Third Party Services

- 9.1. The payment function enables the Customer to conclude and pay for a Third-Party Provider contract ("**Third Party Contract**") in relation to certain Services ("**Payment Function**").
- 9.2. When using the Payment Function, the respective Third-Party Provider or its sales partner become the contracting party ("**Seller**") with the Customer. The Provider merely facilitates the conclusion of the Third Party 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.
- 9.3. In relation to the payment for the Third Party Contract, the Provider shall act as a technical service provider only and shall provide the technical platform for the payment. The Provider may use other Third Party Providers for this purpose. The authorisation of a payment, the access to a payment account of the Customer, and the transfer of the price from the payment account of the Customer to the Seller is carried out exclusively by the payment service providers or acquirers commissioned by the respective seller ("**Payment Processor(s)**"). During a payment transaction the Provider does not gain possession of the funds to be transferred at any time.
- 9.4. The prices listed by the respective Seller apply to the Third Party Contract. When the Third Party 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 Third Party 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. by the communication channel pursuant to clause 23 ).
- 9.5. 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.
- 9.6. When using the Payment Function, some Sellers require that the transaction is first pre-authorised by the Payment Processor. If the transaction is not pre-authorised by the Payment Processor, the Seller reserves the right to decline the transaction.
- 9.7. On receipt of notice of the Customer's payment via the Payment Function, the Provider will forward the information required by one or more Payment Processors and/or the Seller to enable the Payment Processors and/or the Seller to process the transaction. The Provider may also use other Third Party 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.
- 9.8. Any multiple payments for the same Digital Extra 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.
- 9.9. To the fullest extent permitted by law, the Provider shall not be liable whatsoever for (a) Third Party Contract and any goods or services supplied thereunder or (b) the actions or omissions of the Seller or Payment Processor. Seller is solely responsible for any claims that arise from or in connection with the Third Party

Contract and any goods or services supplied thereunder. The Provider does not become a contracting party to the Third Party Contract and is therefore not obliged to provide a warranty or to accept any other liability under the Third Party Contract.

## **10. Fees and Costs**

- 10.1. The Chargeable Digital Extras are subject to the Fees listed in the Mercedes me Store.
- 10.2. Optional equipment is also necessary in some cases in order to use the Digital Extras in the Vehicle and could result in a higher Vehicle price. Details on the required special equipment are provided in the Description.
- 10.3. Unless otherwise stated, the Mercedes me Apps are provided to the Customer free of charge.
- 10.4. Any costs for the mobile data connection between the Vehicle and the Backend are generally borne by the Provider, subject to the following:
  - (a) this does not apply to Digital Extras for which the Customer must purchase a volume of data separately from a Third Party Provider. The costs for the purchase of the data volume depend on the respective Third Party Provider's tariffs and higher fees may be incurred when used abroad.
- 10.5. Any costs for the mobile data connection that are incurred by the Customer using their Compatible End Device, using other media and telecommunications equipment or accessing the Customer Portal or their User Account outside the Vehicle, shall be borne by the Customer in accordance with the rates charged by the applicable Third Party Provider.
- 10.6. Any costs associated with the use of Digital Extras from Third-Party Providers shall be borne by the Customer.

## **11. Other Users and Co-user Authorisation**

- 11.1. To allow other persons to access Digital Extras, the Customer may authorise these other persons as co-users ("Co-Users") on their user account. To use the Digital Extras as co-users, these persons must also have a user account and confirm the activation by the customer online.
- 11.2. To use the Digital Extras as co-users via apps, these persons must also purchase apps and install them on a compatible device.
- 11.3. The co-user is able to view, operate and use certain Digital Extras in the same way as the Customer (e.g. to query the vehicle status and program the auxiliary heating). However, the purchase or subscription (if available) of Digital Extras, cancellations, activation and deactivation of Digital Extras, as well as linking and unlinking of the vehicle or Mercedes-Benz Wallbox, remain at the Customer's discretion.
- 11.4. In the case of programming, the last command received always applies, regardless of whether the command originates from the Customer or the co-user. However, co-users cannot activate and deactivate the Digital Extras themselves. The scope of services of the Digital Extras for the co-user may vary.
- 11.5. The Customer can delete the authorisation of co-users on his user account at any time.

## **12. Intellectual Property**

- 12.1. The Provider/MBAG or any Third Party Providers (as applicable) retains ownership of all rights, title and interest including but not limited to Intellectual Property Rights (including without limitation moral rights) in the Digital Extras, the Use Gateways, Software Updates, data and related documentation provided or made available to the Customer (including without limitation the detailed specifications and the source code) whether in its original form or as modified by the Customer including Developed Intellectual Property ("**Applications, Software and Data Content**").
- 12.2. The Customer acknowledges that the granting of access to the Applications, Software and Data Content to the Customer pursuant to these Terms of Use in no way constitutes any assignment by the Provider/MBAG or any Third Party Provider (as applicable) of any rights, title or interests in the Applications, Software and Data Content (including Intellectual Property Rights).
- 12.3. The Customer must not and must not attempt, directly or indirectly, to copy, reproduce, adapt, modify, reverse engineer, decompile or transmit the Applications, Software and Data Content or any related documentation (including without limitation the detailed specifications and the source code), in whole or in part without the Provider's prior written consent.



- 12.4. The Customer shall immediately notify the Provider on becoming aware of any breach of clause 12.3 or any attack or threatened attack on the validity of any Intellectual Property rights in the whole or any part of the Applications, Software and Data Content or any related documentation.
- 12.5. Without prejudice to clause 12.3, if the Customer does or attempts to adapt or modify the Applications, Software and Data Content or any related documentation, the Customer shall fully indemnify and hold harmless the Provider, MBAG or the third party (as applicable) against any liability incurred if the said adaptation or modification infringes the Intellectual Property Rights of a third party. The Applications, Software and Data Content or documentation as adapted or modified (as the case may be) shall in the Provider absolute discretion be deemed the property of the Provider.
- 12.6. In the event of any breach of this section or other misuse of the Provider's, MBAG's or a Third Party Provider's (as applicable) Intellectual Property Rights, the Provider, MBAG or the Third Party Provider (as applicable) shall, in addition to their other rights, be entitled to equitable relief against the Customer including injunctive relief.
- 12.7. Any changes to or reworking of the Applications, Software and Data Content are done at the Customer's own risk.

### **13. Changes to the Terms of Use, Digital Extras and Use**

#### **Gateways Terms of Use**

- 13.1. The Provider is entitled to make changes and amendments to the Terms of Use at any time if:
- (a) required by new technical developments, further development of the Digital Extras specified in the contract, introduction of new Digital Extras or change in law, judicial rulings or other equivalent reason making such a change necessary; or
  - (b) the Provider, in its discretion, considers the change or amendments to be necessary, and the Provider gives 14 days' notice (or such other period as required by law or that is reasonable having regard to the amendments) to the Customer in writing, including by email, SMS (in accordance with any details provided by the Customer), or via message to the Customer's Mercedes me Mailbox, prior to the change or amendment taking effect. The amended Terms of Use are deemed to have been accepted if the Customer does not discontinue the Digital Extras within one calendar month of the date of notice of the change (or such other period as stated in any notice as required by law or that is reasonable having regard to the amendments). The Provider shall draw the Customer's attention to this legal consequence separately in the notice.

#### **Digital Extras**

- 13.2. The scope of the individual Digital Extras, usage requirements, availability and, if applicable, additional terms and conditions or further information can be found in the respective Description in the Customer Portal or in the Mercedes me Store. The scope of Digital Extras may vary depending on the vehicle, model and equipment, or on the Mercedes-Benz Wallbox type.
- 13.3. The Provider reserves the right to further develop the Free Digital Extras at any time and to add, change or remove individual functions without notice to the Customer, provided that the adjustment is only made insofar as the changes do not materially impact the ability of the Customer to utilise the Service.
- 13.4. The Provider reserves the right to further develop the Chargeable Digital Extras at any time and to add or change individual functions on providing 14 days' prior written notice to the Customer (or such other period as required by law or that is reasonable having regard to the overall scope of the Chargeable Digital Extras). The adjustment will only be made if there is a valid reason and the customer does not incur any additional costs
- 13.5. The amended Chargeable Digital Extras are deemed to have been accepted if the Customer does not discontinue the Chargeable Digital Extras within one calendar month of the date of notice of the change (or such other period as stated in any notice as required by law or that is reasonable having regard to the amendments). The Provider will inform the Customer separately of this legal consequence in its notification.
- 13.6. The Provider may make changes to the Chargeable Digital Extras without prior written notice in the

following circumstances:

- (a) where there is a change to the Provider's Third-Party Providers;
- (b) where required by new technical developments or increased user numbers;
- (c) where there is a regulatory change or a change in law which requires the Provider to make changes to the Digital Extras
- (d) adaptation for important operational reasons;
- (e) further development of the Digital Extras; and /or
- (f) to amend functionality and to make improvements to the Digital.

- 13.7. The Provider will use its reasonable efforts to inform the Customer of any changes where they materially affect the Digital Extras the Customer receives. Where a change materially disadvantages the Customer, the Customer may terminate the Digital Extras in accordance with clause 15 below.

#### **Software Updates**

- 13.8. The Provider uses software in connection with the Service. The Customer consents and otherwise acknowledges and agrees that, from time to time, in the absolute discretion of the Provider, the Provider may initiate a Software Update without notifying the Customer or seeking the Customer's consent. Software Updates may be installed automatically without the need for a Workshop visit. The Software Update can be initiated from the Vehicle or from the Backend and can improve and enhance functions of the Vehicle and the Digital Extras, as well as provide or facilitate new functions of the Vehicle and the Digital Extras, or modify or remove functions of the Vehicle and the Digital Extras. The Software Update cannot be deactivated by the Customer, and the Customer is not entitled to demand or receive Software Updates. The period of time between individual Software Updates can vary.
- 13.9. Where a Software Update will materially affect the Digital Extras the Customer receives, the Provider will use reasonable endeavours to notify the Customer and seek the Customer's consent to the Software Update. The Customer may refuse to consent to the Software Update 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. However, the Customer must not unreasonably withhold or delay consent to the Software Update. To the fullest extent permitted by law, the Provider shall not be liable to the Customer if the Customer is not able to access or use all or any part of the Digital Extras as a result of refusing to consent to the Software Update.
- 13.10. The Software Updates are subject to the availability and limitations of the Third Parties (such as the mobile network) and the equipment in the Vehicle and as such, the time it takes to download and install any Software Update may differ from Vehicle to Vehicle, and can take anywhere from a few minutes to several hours. The status of a Software Updates is stored in the Backend and shown to the Customer via their Use Gateways.
- 13.11. In some circumstances, the Software Updates may be required for the unimpeded performance and operation of the Digital Extras. The Customer is not entitled to obtain the Software Updates by other means (e.g. through the Participating Partners). As part of Vehicle servicing provided by Service Partners or Participating Partners, other measures may be carried out instead of or in addition to the Software Updates (including hardware updates).
- 13.12. While the Software Updates are downloading and installing, the functionality of the Vehicle or individual components (e.g. the Infotainment System or Communication Module) may be restricted for a certain period of time. In the unlikely event that a technical error occurs during the installation of the Software Update, the functionality may continue to be restricted and a Workshop repair may be needed.

#### **Use Gateways**

- 13.13. The Provider reserves the right to make changes to the Use Gateways from time to time without notice to the Customer, including to add, vary or remove the Use Gateways, insofar as the changes do not materially impact the ability of the Customer to utilise the Digital Extras.

### **14. Deactivation or limitation of the Digital Extras**

- 14.1. The Customer can activate and deactivate certain individual Digital Extras (other than those which cannot be deactivated as noted in the [Customer Portal](#)) at any time via the Use Gateways during the applicable Term.
- 14.2. The Customer may disconnect (unlink) a Vehicle and deactivate all Digital Extras by removing the Vehicle from their User Account. The disconnection will deactivate the Digital Extras in the relevant Vehicle for the Customer.
- 14.3. The Customer may also deactivate the Digital Extras at any time by rejecting/unaccepting the Terms of Use during the applicable Term or by deleting the Customer's User Account.
- 14.4. Unless these Terms of Use are also terminated in accordance with clause 15 below, then the Customer shall be entitled to reactivate the Digital Extras (see section 6 for more information on activation and use of the Digital Extras).
- 14.5. The Customer acknowledges and agrees that to use a Digital Extra, the Digital Extra must be activated. If a Digital Extra is deactivated, then the Digital Extra will not be available to the Customer during the period of deactivation. New Digital Extras will only become active when they are activated by the Customer.
- 14.6. Where the Customer has deactivated all or part of the Digital Extras, any obligations of payment for Chargeable Digital Extra or contractual agreements with Third-Party Providers remain unaffected by such deactivation.
- 14.7. To the fullest extent permitted by law, the Provider shall not be liable to the Customer if the Customer is not able to access or use the Digital Extras, as a result of the Customer deactivating the Digital Extras.
- 14.8. The Provider reserves the right to deactivate or limit the Free Digital Extras without notice to the Customer, at any time and for any reason, in the Provider's discretion.
- 14.9. The Provider also reserves the right to:
- (a) deactivate or limit the Chargeable Digital Extras for good cause (including but not limited to data security such as those arising from Content Providers and/or Third-Party Providers) or
  - (b) deactivate or limit the Chargeable Digital Extras for other critical reasons at any time on providing 30 days' prior written notice to the Customer (or such other period as required by law or that is reasonable).
- 14.10. To the fullest extent permitted by law, the Provider shall not be liable to the Customer if the Customer is not able to access or use the Digital Extras, or use of the Digital Extras is reduced or limited, as a result of the above.

## **15. Term and Termination**

### **Term**

- 15.1. The Term of the individual Digital Extras is set forth in the respective Description in the [Customer Portal](#) or in the Third Party Contract between the Customer and the Seller (whichever is applicable) and shall apply unless terminated earlier in accordance with these Terms of Use or the applicable Third Party Contract.
- 15.2. These Terms of Use continue indefinitely unless terminated earlier in accordance with these Terms of Use.

### **Termination by the Provider**

- 15.3. The provider may terminate these Terms of Use at any time with 30 days' notice, but no earlier than the expiration of the last Chargeable Digital Extra. Chargeable Digital Extras end when the booked term expires.
- 15.4. The Provider may terminate an individual Free Digital Extra (or multiple Free Digital Extras) on reasonable written notice to the Customer, at any time and for any reason, at the Provider's sole discretion. The Parties agree that if the Provider terminates an individual Free Digital Extra (or multiple Free Digital Extras) under this clause, it will not be a breach of any implied duty of good faith.
- 15.5. The Provider may, in the Provider's discretion, immediately terminate an individual Chargeable Digital Extra (or multiple Chargeable Digital Extras) and/or these Terms of Use on written notice to the Customer if:

- (a) The Customer is in breach of these Terms of Use and if the breach is capable of remedy by the Customer, the Customer has not remedied the breach within 30 days' (or such other period as required by law or that is reasonable) after receiving a written notice from the Provider requiring it to do so; or
  - (b) The Customer is in breach of these Terms of Use and the breach is not capable of remedy by the Customer; or
  - (c) the Customer has breached any warranty given to the Provider under these Terms of Use;
  - (d) the Provider has terminated the General Terms and Conditions of the Mercedes me Store for cause; or
  - (e) the Customer is no longer entitled to use the Vehicle (other than a valid assignment of the Vehicle in accordance with the General Terms and Conditions of the Mercedes me Store and/or clause 16.2 below) or if the Vehicle has been destroyed.
- 15.6. For the avoidance of doubt, if the Terms of Use are terminated in accordance with the above, all Digital Extras applicable to the Customer and the Vehicle are also deemed terminated.
- 15.7. Where the Terms of Use are terminated pursuant to clause 15.4, any recurring payment obligations will cease at the end of the payment period in which the Terms of Use are terminated.
- 15.8. On termination, the Customer shall without undue delay disconnect (unlink) the Vehicle. If the Customer does not fulfil their obligation to disconnect the Vehicle and another person successfully authenticates themselves or if the Holder of the Vehicle and reports that the Customer is no longer authorised to use the Vehicle, then the Provider will disconnect the Vehicle without further warning to the Customer and will then inform the Customer that the disconnection has taken place.
- 15.9. Any notice provided under this clause shall be in writing (including by email, or SMS or via message to the Customer's Mercedes me mailbox) and shall be sent to the Customer in accordance with any details provided by the Customer.

#### **Termination by the Customer**

- 15.10. The customer may terminate the Terms of Use at any time without notice. The customer may terminate the Terms of Use by clicking on the Terms of Use in the user account or by deleting the user account. If the customer terminates the Mercedes Me ID, this shall also result in the termination of these Terms of Use. Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by any termination of the Terms of Use or deactivation of individual Digital Extras by the customer.
- 15.11. The Customer may terminate individual or all of the Digital Extras, at any time and for any reason. The Customer may notify the Provider of the termination by deactivating the Digital Extra via the customer portal. .
- 15.12. The Customer may terminate the Terms of Use at any time by discontinuing the Service.
- 15.13. If the customer terminates the Mercedes Me ID, this shall also result in the termination of these Terms of Use.
- 15.14. In the event of termination of the Terms of Use, the Digital Extras will be deactivated in the affected vehicles or for the affected Mercedes-Benz Wallboxes.
- 15.15. For the avoidance of doubt, if the Terms of Use are terminated in accordance with the above, all Digital Extras applicable to the Customer and the Vehicle are also deemed terminated.
- 15.16. Where the Terms of Use are terminated pursuant to clause 15.9-15.11, any recurring payment obligations will cease at the end of the payment period in which the Terms of Use are terminated.
- 15.17. The Customer may, in the Customer's discretion, terminate an individual Chargeable Digital Extra (or multiple Chargeable Digital Extras) and/or these Terms of Use on written notice to the Provider if:
- (a) the Provider is in breach of these Terms of Use and if the breach is capable of remedy by the Provider, the Provider has not remedied the breach within 30 days' (or such other period as required by law or that is reasonable) after receiving a written notice from the Customer requiring it to do so; or

- (b) the Provider is in breach of these Terms of Use and the breach is not capable of remedy by the Provider;
  - (c) the Customer has terminated the General Terms and Conditions of the Mercedes me Store for cause.
- 15.18. For the avoidance of doubt, deactivation of the Digital Extras in accordance with Clause 14 does not constitute a termination.
- 15.19. In the event of a termination of the Terms of Use and/or the Digital Extras, the relevant Digital Extras 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.

## 16. Assignment

### Chargeable Digital Extras

- 16.1. The Customer may only validly sell, assign or otherwise transfer ownership in any individual Chargeable Digital Extra (or multiple Chargeable Digital Extras to a third party (**New Vehicle Owner**) in accordance with section 7 [Assignment] the General Terms and Conditions of the Mercedes me Store.

### Free Digital Extras

- 16.2. In the event that the Customer sells, assigns or otherwise transfers ownership in the Vehicle to a New Vehicle Owner, the Customer shall be entitled to sell/assign/transfer (as applicable) their rights, liabilities and obligations under these Terms of Use and any active Free Digital Extras to the New Vehicle Owner without the consent of the Provider subject to the following:
- (a) The Customer not being in breach of these Terms of Use;
  - (b) The Customer notifying the Provider of the sale/assignment/transfer in ownership and title in the Vehicle and providing all reasonably necessary details of the New Vehicle Owner (with the requisite New Vehicle Owner's consent) to the Provider prior to the New Vehicle Owner's use of the Free Digital Extras;
  - (c) The Customer, without undue delay, disconnects/unlinks the Vehicle from their Mercedes me Customer account. If the Customer does not fulfil their obligation to disconnect/unlink the Vehicle and another person successfully authenticates themselves as the New Vehicle Owner, then the Provider shall be entitled to disconnect the Vehicle without further warning to the Customer however will inform the Customer that the disconnection has taken place;
  - (d) The New Vehicle Owner is an individual, natural person who shall use the Free Digital Extras for the sole purpose of personal, domestic or household use or consumption;
  - (e) the New Vehicle Owner accepts these Terms of Use and agree to be bound by as if they were the Customer;
  - (f) The New Vehicle Owner has or will have prior to using the Free Digital Extras:
    - i. a current and valid Mm Customer account which is actively paired with the Vehicle; and
    - ii. a valid email address or a mobile phone number saved in their Mercedes me Customer account.

### General

- 16.3. Any sale/assignment/transfer under clause 16.1 and 16.2 shall only be effective on and from the sale/assignment/transfer date to the New Vehicle Owner ("**Effective Date**") however shall not limit or exclude any rights or interests of the Customer which have accrued prior to the Effective Date or relieve the Customer of any obligations or liabilities arising prior to the Effective Date.
- 16.4. Once validly sold/assigned/transferred under clause 16.1 and 16.2, the New Vehicle Owner shall be entitled to use any active Free Digital Extras or Chargeable Digital Extras for any duration remaining of Free Digital Service or Chargeable Digital Extra Term on and from the Effective Date, subject to these Terms of Use as if they were the Customer.

- 16.5. Subject to clauses 16.1 and 16.2, the Customer must not otherwise sell, assign or transfer, in whole or in part, its rights and interests and/or obligations and liabilities under these Terms of Use or in any Free Digital Extra or Chargeable Digital Extra without the Provider's prior written consent which consent shall not be unreasonably withheld. The Provider's consent may be subject to any conditions that the Provider, acting reasonably, considers appropriate.
- 16.6. The Provider may transfer, novate or assign all rights and obligations arising from the Agreement to a third party or to the local Mercedes-Benz AG Group company ("**Contract Transfer**") by providing the Customer with one (1) months' written notice (which may be sent via email, SMS or via message to the Customer's Mercedes me mailbox in accordance with any details provided by the Customer).
- 16.7. If the Provider exercises its rights under 16.6 above, the Customer shall be entitled to terminate these Terms of Use within the 1 (one) months' notice period. The Customer can give the notice of termination via their User Account or in writing (including email) to the CAC. The Contract Transfer shall be deemed to have been accepted if the Customer does not terminate the Terms of Use within one (1) month notice period.

## **17. Liability and indemnity**

- 17.1. The Free Digital Extras and/or Chargeable Digital Extras come with guarantees that cannot be excluded under Schedule 2 of the Competition and Consumer Act 2021 ("Australian Consumer Law") and nothing in this section intends to limit, restrict, exclude or modify the Australian Consumer Law guarantees or any other rights or interests that the Customer may have at law that cannot be limited, restricted, excluded or modified. For major failures with the service, you are entitled to cancel your service contract with us or to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 17.2. The Provider shall use its reasonable endeavours to provide uninterrupted availability and supply of the Free Digital Extras, Chargeable Digital Extras however such availability is subject to disruption, interruption and unavailability arising from various matters including maintenance and updates and matters beyond the reasonable control of the Provider.
- 17.3. For the purposes of clause 17.2 above, the Customer expressly acknowledges and agrees that:
- (a) it is technically impossible to make the Free Digital Extras, Chargeable Digital Extras available 24 hours a day and 365 days a year and free of disruption, interruption, unavailability or errors of any kind;
  - (b) errors can lead to a temporary shutdown of the Free Digital Extras and/or Chargeable Digital Extras Features and may impact the operation of the Vehicle; and
  - (c) the availability of the Free Digital Extras, and/or Chargeable Digital Extras is dependent on conditions and performance beyond the reasonable control of the Provider, including but not limited to transmission capacities and Third-Party Providers/Content Providers making available their networks as well as any software or technical applications that the Free Digital Extras, and/or Chargeable Digital Extras are based on or rely on.
  - (d) Subject always to clause 17.1 above, and to the fullest extent permitted by law:
  - (e) The Provider excludes all express or implied terms and warranties whether statutory or otherwise, including but not limited to any warranty that:
    - i. the Free Digital Extras, and/or Chargeable Digital Extras will be error free or complete in all instances;
    - ii. the use of the Free Digital Extras, and/or Chargeable Digital Extras will be uninterrupted and free from failure;
    - iii. the Free Digital Extras, and/or Chargeable Digital Extras will absolutely secure from

- unauthorised access;
  - iv. unless otherwise agreed, the Free Digital Extras, and/or Chargeable Digital Extras will meet the Customer's specific requirements; or
  - v. the Free Digital Extras, and/or Chargeable Digital Extras will provide any functionality or performance not expressly stated and agreed to by the Provider;
  - vi. any information, data or software arising from Third-Party Providers/Content Providers which is made by made available to the Customer via the Free Digital Extras, and/or Chargeable Digital Extras (including third party websites) is accurate, complete or of any quality.
- (f) The Provider will not be liable for any loss, costs, expenses, damages, actions, claims and demands, including under any warranty or indemnity, however arising from or in relation to:
- i. inaccurate or incomplete details provided by the Customer;
  - ii. misuse of the Customer's ID, password or Vehicle security by anyone other than the Provider and its Affiliates;
  - iii. the Customer granting access to the Vehicle to a third party and/or the Customer handing over possession of the Vehicle to a third party;
  - iv. third party acts or omissions and third party software including but not limited to telecommunications failures and faults or defective network or internet connections and the malfunction, degradation, suspension, discontinuance, maintenance or unavailability of any third party Digital Extras, materials, cloud environments or software;
  - v. all documentation, material, software, hardware, content or goods not provided by the Provider;
  - vi. Force Majeure Events (as defined in section 18);
  - vii. enhancements, adaptations, translations or modifications of the Free Digital Extras, and/or Chargeable Digital Extras (including any source code) by anyone other than the Provider or its Affiliates (unless permitted in writing by the Provider);
  - viii. a failure by the Customer to comply with these Terms of Use or the General Terms and Conditions of Purchase or the Provider's Mmc Digital Extras;
  - ix. use of the Free Digital Extras, and/or Chargeable Digital Extras in a manner not contemplated by these Terms of Use and/or the General Terms and Conditions of Purchase or the Provider's Mmc Digital Extras;
  - x. misuse, negligent use or abuse of the Free Digital Extras, and/or Chargeable Digital Extras by the Customer; or
  - xi. any act or omission directly within the Customer's responsibility or control.
- (g) Each parties liability for loss or damage of any kind arising out of these General Terms and Conditions of Purchase will be reduced or limited to the extent (if any) that the other party caused or contributed to the loss or damage;
- (h) The Provider will not be liable to the extent that the loss or damage is for indirect loss however caused, including economic loss, loss or corruption of data, loss of production or operating time, or loss of anticipated savings, opportunity, revenue, profit or goodwill.

- 17.4. The Customer shall indemnify and hold the Provider harmless from and against any and all claims, liabilities, costs, expenses, losses, damages and settlement expenses, including reasonable legal costs, that the Provider incurs, whether directly or indirectly, resulting from, in connection with or arising out of:
- (a) The Customer using, or allowing or permitting anyone else to use or take possession of the Vehicle, the Use Gateways and/or the Digital Extras in an unlawful manner or for an unlawful purpose or otherwise not in accordance with these Terms of Use; and
  - (b) A third-party claim against the Provider in connection with the a breach or violation of Applicable Laws, third-party rights, or the Terms of Use to the extent that the breach or violation is attributable to the acts or omissions of the Customer; and
  - (c) Clause 12.5.

## **18. Force Majeure**

- 18.1. A party is excused from performing its obligations under these Terms of Use (other than the payment of money) to the extent that it is prevented by a Force Majeure Event (other than lack of funds for any reason) pursuant to this section 18. Notwithstanding any other provision in these Terms of Use, during a Force Majeure Event, these Terms of Use will remain in effect and that party will not be in default under these Terms of Use in respect of those obligations it is prevented from performing by a Force Majeure Event.
- 18.2. A party affected by a Force Majeure Event must:
- (a) use reasonable endeavours during the period of the Force Majeure Event to limit the effect of the Force Majeure Event;
  - (b) promptly notify the other party of the nature of the Force Majeure Event and the way in which, and the extent to which, that party's ability to perform its obligations under these Terms of Use has been affected;
  - (c) promptly notify the other party of any material changes to the Force Majeure Event; and
  - (d) recommence performing its obligations in accordance with these Terms of Use as soon as reasonably possible.
- 18.3. If a party is unable to wholly or partially perform any obligation in accordance with these Terms of Use due to a Force Majeure Event for a continuing period exceeding 30 days, the party affected by such non-performance may terminate these Terms of Use with immediate effect by serving notice on the non-performing party.

## **19. Support and Maintenance**

- 19.1. Subject at all times to the Customer complying with these Terms of Use including but not limited to the Customer having installed all required updates and/or maintaining and utilising the Digital Extras, Use Gateways and Vehicle in accordance with all reasonable directions provided by the Provider, the Provider agrees to supply the Customer with Support and Maintenance in relation to the Digital Extras.
- 19.2. For the purposes of the above, the Customer agrees to do and provide all things reasonably required to enable the Provider to provide the Support and Maintenance Digital Extras including but not limited to:
- (a) Access to the Vehicle, Customer's Compatible End Device, hardware, systems or IT environment;
  - (b) User names and password; and
  - (c) Any relevant information or documentation.

## **20. Data Protection and Data Security**

- 20.1. The Provider takes the protection of the personal data of Customers of the Digital Extras seriously and gives due consideration to the protection of the Customer's privacy when processing personal data.



- 20.2. The provider will ensure that it collects and handles the personal data of Customers in accordance with the terms of its [Privacy Policy](#). Further details concerning data processing, data protection and data security as they relate to the Digital Extras are also provided for you in the [Privacy Policy](#) for the Mercedes me connect and smart Control Digital Extras.

## **21. Governing Law & Jurisdiction**

- 21.1. These Terms of Use are governed by and are to be construed in accordance with the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria, and courts competent to hear appeals from such courts and tribunals, and waives any right to object to proceedings being brought in those courts.

## **22. Final Provisions**

- 22.1. No forbearance, delay or indulgence by a party in enforcing the provisions of these Terms of Use shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.
- 22.2. If a provision in these Terms of Use is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms of Use, and the rest of these Terms of Use remains in full force and effect.
- 22.3. These Terms of Use may be executed in any number of counterparts which, when taken together, constitute one instrument.
- 22.4. The rights, powers, and remedies of a party provided in these Terms of Use are cumulative with, and not exclusive of, any right, power, or remedy provided by Law. It is not necessary for a party to incur expense or make payment before enforcing an indemnity under these Terms of Use.

## **23. Identity of the Provider; Contact Details**

### **The Digital Extras are an offer of:**

Mercedes-Benz Australia/Pacific Pty Ltd  
44 Lexia Place, Mulgrave, Victoria, Australia, 3170

### **Contact details for CAC:**

Mercedes-Benz  
Customer Assistance Centre Maastricht N.V (CAC)  
P.O. Box 1456,  
6201 BL - Maastricht  
The Netherlands

Email Address

[me-connect.aus@cac.mercedes-benz.com](mailto:me-connect.aus@cac.mercedes-benz.com)

Telephone

1300 762 718

### Customer Portal:

Mercedes me connect: [www.mercedes.me](http://www.mercedes.me)

smart connected: n/a for Australia

### Third-Party Providers terms & conditions:

The data Digital Extras for some Digital Extras and functions for Mercedes me connect and smart control are based on technical applications from Third-Party Providers. The terms and conditions of the Third-Party Providers can be found under:

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

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

[https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html)

<https://www.google.com/policies/privacy/> (Google Maps)

The data Digital Extras for some Digital Extras 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)

[https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) (Google Maps)

<https://www.google.com/policies/privacy/> (Google Maps)

### Privacy

Mercedes-Benz      Australia/Pacific      Pty      Ltd      [Provider]:

<https://www.mercedes-benz.com.au/content/australia/en/passengercars/content-pool/tool-pages/legal/copyright.html>

Please note, items shown as available in the below Overview of Digital Extras are only available in Australia through Mercedes Me Connect Digital Extras and subject to relevant terms and conditions. Items struck out in the below Overview of Digital Extras are not currently available in Australia.

Items 30) to 30.10) are the only Digital Extras available through the Mercedes Me Adapter.

Mercedes me connect Overview of Digital Extras	Term	Necessary special equipment and/or apps <sup>9)</sup>	Availability for the following model series from manufacturing date
Further information			
1) Maintenance Management <sup>50)</sup>	Unlimited, subject to market availability.		<p><b>Transmission mode 1:</b>  A-Class (09/2015 to 12/2017), AMG GT (06/2015 to 12/2017),  B-Class Sports Tourer (11/2014 to 12/2017),  C-Class Saloon/Estate (09/2014 to 12/2017), CLA Coupé (11/2014 to 12/2017),  CLA Shooting Brake (03/2015 to 12/2017), CLS Coupé (09/2014 to 12/2017),  CLS Shooting Brake (09/2014 to 07/2018),  E-Class Saloon/Estate (03/2015 to 12/2017), E-Class Coupé (03/2015 to 12/2017),  E-Class Cabriolet (03/2015 to 12/2017),  G-Class (09/2017 to 04/2018), GLA Coupé (09/2015 to 12/2017), GLC (09/2015 to 12/2017),  GLC Coupé (09/2016 to 12/2017), GLE (09/2015 to 12/2017), GLE Coupé (07/2015 to 12/2017), GLS (12/2015 to 12/2017),  S-Class (09/2014 to 12/2017), S-Class Coupé (09/2014 to 12/2017),  S-Class Cabriolet (03/2016 to 12/2017), SL Roadster (03/2016 to 12/2017),  SLC Roadster (03/2016 to 12/2017),  V-Class (09/2016 to 04/2019),  X-Class (11/2017 to 08/2019).</p> <p><b>Transmission mode 2:</b>  A-Class (12/2017), AMG GT (12/2017),  B-Class (12/2017),  C-Class (12/2017), CLA (12/2017), CLS (12/2017), Citan (08/2021)  E-Class (12/2017), EQA (01/2021), EQB, EQC (06/2019), EQE (12/2021), EQV (06/2020), EQS (06/2021)  G-Class (04/2018), GLA (12/2017), GLB (07/2019), GLC (12/2017), GLE (12/2017), GLS (12/2017),  S-Class (12/2017), SL Roadster (12/2017), SLC Roadster (12/2017), Sprinter (06/2018),  eSprinter (03/2020),  V-Class (05/2019), Vito (05/2019), eVito (09/2020), T-Class (04/2022),  X-Class (09/2019).</p>
2) Telediagnosics	Unlimited, subject to market availability.		<p>A-Class (09/2015), A-Class Saloon (05/2018), AMG GT (06/2015),  B-Class Sports Tourer (11/2014),  C-Class Saloon/Estate (09/2014), C-Class Cabriolet (03/2016), C-Class Coupé (06/2016),  CLA Coupé (11/2014), CLA Shooting Brake (03/2015), CLS (09/2014),  CLS Shooting Brake (09/2014),  E-Class Saloon/Estate (03/2015), E-Class Coupé/Cabriolet (03/2015),  EQA (01/2021), EQB, EQC (06/2019), EQE (12/2021), EQV (06/2020), EQS (06/2021)  GLA (09/2015), GLB, GLC (09/2015), GLC Coupé (09/2016), GLE (09/2015),  GLE Coupé (07/2015), GLS (12/2015),  S-Class Saloon (09/2014), S-Class Cabriolet (03/2016), S-Class Coupé (09/2014),  SL Roadster (03/2016), SLC Roadster (03/2016), Sprinter (06/2018), eSprinter (03/2020),  V-Class (09/2016), Vito (05/2019), eVito (03/2019), Citan (06/2022), T-Class (06/2022).</p> <p><b>Transmission mode 2:</b>  A-Class (12/2017), AMG GT (12/2017), AMG ONE (06/2021)  B-Class (12/2017),  C-Class (12/2017), CLA (12/2017), CLS (12/2017), Citan (08/2021)  E-Class (12/2017), EQA (01/2021), EQB, EQC (06/2019), <b>EQE (12/2021)</b>, EQV (06/2020), EQS (06/2021)  G-Class (04/2018), GLA (12/2017), GLB (07/2019), GLC (12/2017), GLE (12/2017), GLS (12/2017),  S-Class (12/2017), SL Roadster (12/2017), SLC Roadster (12/2017), Sprinter (06/2018),  eSprinter (03/2020)  V-Class (05/2019), Vito (05/2019), eVito (09/2020), T-Class (04/2022),  X-Class (09/2019).</p>
3) Accident Recovery and Breakdown Management <sup>50)</sup>	Unlimited, subject to market availability.		<p><b>Transmission mode 1:</b>  A-Class (09/2015 to 12/2017), AMG GT (06/2015 to 12/2017),  B-Class Sports Tourer (11/2014 to 12/2017),  C-Class Saloon (09/2014 to 12/2017), C-Class Estate (09/2014 to 12/2017),  CLA Coupé (11/2014 to 12/2017), CLA Shooting Brake (03/2015 to 12/2017),  CLS Coupé (09/2014 to 12/2017), CLS Shooting Brake (09/2014 to 07/2018),  E-Class Saloon (03/2015 to 12/2017), E-Class Estate (03/2015 to 12/2017),  E-Class Coupé (03/2015 to 12/2017), E-Class Cabriolet (03/2015 to 12/2017),  G-Class (09/2016 to 04/2018), GLA Coupé (09/2015 to 12/2017),  GLC (09/2015 to 12/2017), GLC Coupé (09/2016 to 12/2017), GLE Coupé (07/2015 to 12/2017),  GLE (09/2015 to 12/2017), GLS (12/2015 to 12/2017),  S-Class Coupé (09/2014 to 12/2017), S-Class (09/2014 to 12/2017),  S-Class Cabriolet (03/2016 to 12/2017), SL Roadster (03/2016 to 12/2017),  SLC Roadster (03/2016 to 12/2017),  V-Class (09/2016-04/2019),  X-Class (05/2018-08/2019).</p>

5) Breakdown Management	Unlimited, subject to market availability.		<b>Transmission mode 1:</b> A-Class (09/2015 to 12/2017), AMG GT (06/2015 to 12/2017), B-Class Sports Tourer (11/2014 to 12/2017), C-Class Saloon (09/2014 to 12/2017), C-Class Estate (09/2014 to 12/2017), CLA Coupé (11/2014 to 12/2017), CLA Shooting Brake (03/2015 to 12/2017), CLS Coupé (09/2014 to 12/2017), CLS Shooting Brake (09/2014 to 07/2018), E-Class Saloon (03/2015 to 12/2017), E-Class Estate (03/2015 to 12/2017), E-Class Coupé (03/2015 to 12/2017), E-Class Cabriolet (03/2015 to 12/2017), G-Class (09/2016 to 04/2018), GLA Coupé (09/2015 to 12/2017), GLC (09/2015 to 12/2017), GLC Coupé (09/2016 to 12/2017), GLE Coupé (07/2015 to 12/2017), GLE (09/2015 to 12/2017), GLS (12/2015 to 12/2017), S-Class Coupé (09/2014 to 12/2017), S-Class (09/2014 to 12/2017), S-Class Cabriolet (03/2016 to 12/2017), SL Roadster (03/2016 to 12/2017), SLC Roadster (03/2016 to 12/2017), V-Class (09/2016-04/2019), X-Class (05/2018-08/2019).
6) Remote vehicle diagnostics <sup>26)</sup>	Unlimited, subject to market availability.		A-Class (09/2015), B-Class (11/2014), C-Class Saloon/Estate (09/2014), C-Class Cabriolet (03/2016), C-Class Coupé (06/2016), CLA Coupé (11/2014), CLA Shooting Brake (03/2015), CLS (09/2014), E-Class (03/2015), EQC (05/2019) EQV (06/2020), EQA, EQB, <b>EQE (12/2021)</b> , <b>EQS</b> GLA (09/2015), GLB (07/2019), GLC (09/2015), GLC Coupé (09/2016), GLE (09/2015), GLE Coupé (07/2015), GLS (12/2015), S-Class Saloon/Coupé (09/2014), S-Class Cabriolet (03/2016), S-Class Coupé (09/2014), SL Roadster (03/2016), SLC Roadster (03/2016), Sprinter (06/2018), eSprinter (03/2020) V-Class (09/2016), Vito (05/2019), eVito (09/2020)
7) Remote Retrieval of Vehicle Status/Remote Status	3 years from activation <sup>1</sup> Term extension via Mercedes me Store		All model series since 09/2014 with Mercedes me connect
8) Programming of Auxiliary Heating		Stationary heater or hot-water auxiliary heating	A-Class (10/2015), A-Class (05/2018), AMG ONE (06/2021) B-Class (10/2015), C-Class Saloon/Estate (09/2014), C-Class Cabriolet (06/2016), C-Class Coupé (01/2016), CLA Coupé (10/2015), CLA Shooting Brake (10/2015), G-Class (09/2017), GLA (10/2015), GLB (07/2019), GLC (09/2015), GLC Coupé (09/2016), GLE (12/2015), GLE Coupé (12/2015), GLS (03/2016), E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), S-Class (09/2014), S-Class Coupé (09/2014), Mercedes-Maybach S-Class (02/2015), Sprinter (06/2018), V-Class (09/2016), Vito (05/2019).
9) Programming of charging settings and Pre-Entry Climate Control		COMAND Online, Audio 20 or MBUX multimedia system	Available for electric and plug-in vehicles as well as for the EQC (05/2019) and EQV (06/2020), eSprinter (03/2020) and eVito (09/2020), EQA (07/2020), EQS (08/2021) and EQB (09/2020) and EQE (04/2022). Excluding AMG ONE <b>The S-Class Hybrid and C-Class Hybrid model series from 06/2022 onward are expected to have some restricted functions in the Mercedes me App until the end of August 2022. These issues will be resolved with an over-the-air update. Alternatively, it will be possible to visit the workshop to install the update from July 2022 onward.</b>
10) Remote Door Locking and Unlocking			All model series with Mercedes me connect (as of 09/2014) except X-Class
11) Remote Sunroof Control, Remote Window Control <sup>22) 25)</sup>		COMAND Online, Audio 20 or MBUX multimedia system and sliding sunroof or panoramic sliding sunroof	<b>Available for the following vehicles:</b> <b>From 06/2019:</b> A-Class, AMG GT 4-Door Coupé, B-Class, C-Class Saloon, C-Class Estate, CLA Coupé, CLA Shooting Brake, CLS Coupé, E-Class Saloon/Estate, EQC, GLB (07/2019), GLC, GLC Coupé, GLE, GLS, S-Class Saloon, From 09/2019: G-Class
12) Remote Window Control <sup>22) 25)</sup>		COMAND Online, Audio 20 or MBUX multimedia system	<b>Available for the following vehicles:</b> <b>From 06/2019:</b> A-Class, AMG GT 4-Door Coupé, AMG ONE (06/2021) B-Class, C-Class Saloon, C-Class Estate, CLA Coupé, CLA Shooting Brake, CLS Coupé, E-Class Saloon/Estate, EQC, GLB (07/2019), GLC, GLC Coupé, GLE, GLS, S-Class Saloon (09/2014) From 09/2019: G-Class
13) Personalisation		COMAND Online, Audio 20 or MBUX multimedia system	A-Class (06/2018), AMG GT (06/2018), C-Class Saloon/Coupé/Estate (06/2018), Citan (08/2021) E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), EQC (06/2019), EQV (06/2020), G-Class (04/2018), GLB (07/2019) S-Class (06/2017), S-Class Saloon (09/2017), S-Class Cabriolet (09/2017), S-Class Coupé (09/2017), Sprinter (06/2018), T-Class (04/2022), V-Class (03/2020), B-Class (02/2019), CLA Saloon (05/2019) and CLA Shooting Brake (09/2019), EQA (12/2020), EQB (11/2021), GLA (01/2020), GLE (02/2019), GLS (07/2019) GLE Coupé (01/2020)

14) Parked Vehicle Locator	3 years from activation <sup>1</sup>		A-Class (09/2015), A-Class Saloon (05/2018), AMG GT (06/2015), AMG ONE (06/2021) B-Class Sports Tourer (11/2014), CLA Coupé (11/2014), CLA Shooting Brake (03/2015), GLB, C-Class Saloon/Estate (09/2014), C-Class Cabriolet (03/2016), C-Class Coupé (06/2016), CLS (09/2014), CLS Shooting Brake (09/2014), <b>Citan (08/2021)</b> EQV (06/2020), E-Class Saloon/Estate (03/2015), E-Class Coupé/Cabriolet (03/2015), EQC (06/2019) G-Class (09/2017), GLA (09/2015), GLC (09/2015), GLC Coupé (09/2016), GLE (09/2015), GLE Coupé (07/2015), GLS (12/2015), S-Class Saloon (09/2014), S-Class Cabriolet (03/2016), S-Class Coupé (09/2014), Sprinter (06/2018), eSprinter (03/2020), SL Roadster (03/2016), SLC Roadster (03/2016) V-Class (09/2016), Vito (05/2019), eVito (09/2020), T-Class (04/2022), X-Class (11/2017).
15) Vehicle Tracker	Term extension via Mercedes me Store		A-Class (09/2015), A-Class Saloon (05/2018), AMG GT (06/2015), AMG ONE (06/2021) B-Class Sports Tourer (11/2014), CLA Coupé (11/2014), CLA Shooting Brake (03/2015), C-Class Saloon/Estate (09/2014), C-Class Cabriolet (03/2016), C-Class Coupé (06/2016), CLS (09/2014), CLS Shooting Brake (09/2014), Citan (08/2021) E-Class Saloon/Estate (03/2015), E-Class Coupé/Cabriolet (03/2015), EQC (06/2019), EQV, EQV (06/2020), G-Class (09/2017), GLA (09/2015), GLB, GLC (09/2015), GLC Coupé (09/2016), GLE (09/2015), GLE Coupé (07/2015), GLS (12/2015), S-Class Saloon (09/2014), S-Class Cabriolet (03/2016), S-Class Coupé (09/2014), Sprinter (06/2018), eSprinter (03/2020), SL Roadster (03/2016), SLC Roadster (03/2016) V-Class (09/2016), Vito (05/2019), eVito (09/2020), T-Class (04/2022), X-Class (11/2017)
16) Route Planning <sup>2)</sup>			Available for electric and plug-in vehicles (excluding AMG ONE)
		COMAND Online, Audio 20 or MBUX multimedia system and Navigation	
16.2) Trip statistics	3 years from activation <sup>1</sup> Term extension via Mercedes me Store		A-Class Saloon (09/2015), A-Class Saloon (05/2018), AMG GT (06/2015), AMG ONE (06/2021) B-Class Sports Tourer (11/2014), C-Class Saloon/Estate (09/2014), C-Class Cabriolet (03/2016), C-Class Coupé (06/2016), CLA Coupé (11/2014), CLA Shooting Brake (03/2015), CLS (09/2014), CLS Shooting Brake (09/2014), E-Class Saloon/Estate (03/2015), E-Class Coupé/Cabriolet (03/2015), G-Class (09/2016), GLA (09/2015), GLB, GLC (09/2015), GLC Coupé (09/2016), GLE (09/2015), GLE Coupé (07/2015), GLS (12/2015), S-Class Saloon (09/2014), S-Class Cabriolet (03/2016), S-Class Coupé (09/2014), SL Roadster (03/2016), SLC Roadster (03/2016), V-Class (09/2016), X-Class (11/2017)
17) Geofencing		COMAND Online, Audio 20 or MBUX multimedia system	A-Class (09/2015), A-Class Saloon (05/2018), AMG GT (06/2015), AMG ONE (06/2021) B-Class Sports Tourer (11/2014), C-Class Saloon/Estate (09/2014), C-Class Cabriolet (03/2016), C-Class Coupé (06/2016), CLA Coupé (11/2014), CLA Shooting Brake (03/2015), CLS (09/2014), CLS Shooting Brake (09/2014), Citan (08/2021), GLS (12/2015), E-Class Saloon/Estate (03/2015), E-Class Coupé/Cabriolet (03/2015), EQC (06/2019), EQV (06/2020), G-Class (09/2016), GLA (09/2015), GLB (07/2019), GLC (09/2015), GLC Coupé (09/2016), GLE (09/2015), GLE Coupé (07/2015), S-Class Saloon (09/2014), S-Class Cabriolet (03/2016), S-Class Coupé (09/2014), SL Roadster (03/2016), SLC Roadster (03/2016), Sprinter (06/2018), eSprinter (03/2020) V-Class (09/2016), T-Class (04/2022), X-Class (11/2017), Vito (05/2019), eVito (09/2020)
18) Live Traffic Information	3 years from activation <sup>1</sup> Term extension via Mercedes me Store	COMAND Online, Audio 20 or Audio 40 or MBUX multimedia system with Navigation	In the following countries all model series (Vito from 06/2020) are compatible: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom.  The following model series are compatible in Finland, Greece, Ireland, Croatia, Norway, Slovakia, Slovenia, Bulgaria, Romania: A-Class (05/2018), AMG ONE (06/2021) B-Class (06/2019), C-Class all models (06/2018), CLS (03/2018), Citan (08/2021) E-Class (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), EQV (06/2020), GLB, GLE (06/2019), S-Class Saloon (06/2017), S-Class Maybach (06/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017), Sprinter (06/2018), T-Class (04/2022), V-Class (09/2016), Vito (06/2020), eVito (09/2020),

19) Car-to-X Communication	3 years from activation <sup>1</sup> Term extension via Mercedes me Store	COMAND Online or MBUX multimedia system with Navigation	A-Class (05/2018), AMG ONE (06/2021) B-Class (06/2019), C-Class (06/2017), Citan (08/2021) E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), EQV (06/2020), EQE (12/2021) G-Class (05/2018), GLB, GLC (06/2022), GLÉ (06/2019), S-Class Saloon (09/2017), S-Class Cabriolet (09/2017), S-Class Coupé (09/2017), S-Class Maybach (10/2020), T-Class (04/2022), Sprinter (06/2018), V-Class (03/2020)
20) Internet Radio <sup>2), 5)</sup>		MBUX multimedia system	<del>A-Class Saloon (12/2018), AMG ONE (06/2021) B-Class (11/2018), CLA (02/2019), Citan (08/2021) EQC (06/2019), EQV (06/2020), GLB (07/2019), GLÉ (09/2018), Sprinter (06/2018), T-Class (04/2022), V-Class (03/2020)</del>
21.1) Internet Radio with tethering	3 years from activation	MBUX multimedia system & 22U & 853 or 810 or 811	S-Class (10/2020), EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021)
21/2 Internet Radio with third party comfort data volume <sup>53)</sup>	1 year from activation	<del>MBUX multimedia system &amp; 22U &amp; 853 or 810 or 811</del>	<del>C-Class Saloon and C-Class Estate (06/2022), EQS (06/2022) S-Class (06/2022), EQS (06/2022), SL (06/2022)</del>
21) Parking			<b>Vehicle Types 1:</b> Vehicle Types 1: E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), S-Class (06/2017). <b>Vehicle Types 2:</b> A-Class (05/2018), AMG ONE (06/2021) C-Class all models (06/2018), CLS (03/2018), Citan (08/2021) E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), EQV (06/2020) S-Class Saloon (06/2017), S-Class Maybach (06/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017), E-Class (03/2016), T-Class (04/2022), V-Class (09/2017), X-Class (11/2017)
22.1) Available Parking Spaces in public multi-storey car parks <sup>45)</sup>	3 years from activation <sup>1</sup> Term extension via Mercedes me Store		<del>A-Class (05/2018), AMG ONE (06/2021) C-Class all models (06/2018), CLS (03/2018), E-Class (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), G-Class (05/2018), S-Class Saloon (06/2017), S-Class Maybach (06/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017),</del>
22.2) Available Parking Spaces on public roads with probability forecast <sup>15)</sup>	3 years from activation	COMAND Online or MBUX multimedia system with Navigation	A-Class (05/2018), AMG ONE (06/2021) C-Class all models (06/2018), CLS (03/2018), Citan (08/2021) E-Class (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), EQV (06/2020), G-Class (05/2018), S-Class Saloon (06/2017), S-Class Maybach (06/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017), T-Class (04/2022), V-Class (03/2020)
22.3) Payment function for parking spaces on public roads and in public multi-storey car parks <sup>44)</sup>			<del><b>Mercedes-Benz Parking Card (multi-storey car parks):</b> A-Class (05/2018), AMG ONE (06/2021) C-Class all models (06/2018), CLS (03/2018), E-Class (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), S-Class Saloon (06/2017), S-Class Maybach (06/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017)</del>  <b>Payment for on-street parking spaces and reservation directly in the vehicle:</b> Vehicle with MBUX Update 2 – since 02/2019 available for various models since A-Class (03/2018)

22) Online Map Update <sup>2)</sup>	3 years from activation <sup>1)</sup> Term extension via Mercedes me Store	COMAND Online or MBUX multimedia system with Navigation	<p><b>Vehicle Types 1:</b> E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), S-Class (06/2017).</p> <p><b>Vehicle Types 2:</b> A-Class (05/2018), AMG ONE (06/2021) B-Class (06/2019), C-Class all models (06/2018), CLA (06/2019), CLS (03/2018), Citan (08/2021) E-Class (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), EQV (06/2020), G-Class (05/2018) with Code EX6 6 year term, GLE (06/2019), GLS (06/2019), S-Class (03/2016), S-Class Cabriolet (09/2017), S-Class Coupé (03/2017), S-Class Saloon (06/2017), S-Class Maybach (06/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017), Sprinter (06/2018), T-Class (04/2022), V-Class (03/2020)</p> <p><b>Vehicle Types 3:</b> S-Class (10/2020) EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021)</p>
23) e Navigator/Charging Stations <sup>2)</sup>		COMAND Online or MBUX multimedia system with Navigation	Available for electric and plug-in vehicles.
24) Local Search	3 years from activation <sup>1)</sup> Term extension via Mercedes me Store	COMAND Online or MBUX multimedia system with Navigation	<p><b>Vehicle Types 1:</b> E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), S-Class (06/2017).</p> <p><b>Vehicle Types 2:</b> A-Class (05/2018), AMG ONE (06/2021) C-Class all models (06/2018), CLS (03/2018), Citan (08/2021) E-Class (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), EQV (06/2020), G-Class (05/2018), S-Class (09/2017), S-Class Cabriolet (09/2017), S-Class Coupé (09/2017), S-Class Saloon (06/2017), S-Class Maybach (06/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017), Sprinter (06/2018), T-Class (04/2022), V-Class (03/2020).</p> <p><b>Vehicle Types 3:</b> S-Class (10/2020)</p>
24.1) Send2Car (download POI)			All model series with Mercedes me connect, except Vito, eVito and eSprinter
25) Weather	3 years from activation <sup>1)</sup> Term extension via Mercedes me Store		<p><b>Vehicle Types 1:</b> E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), S-Class (06/2017).</p> <p><b>Vehicle Types 2:</b> A-Class (05/2018), AMG ONE (06/2021) C-Class all models (06/2018), CLS (03/2018), Citan (08/2021) E-Class (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), EQV (06/2020), G-Class (05/2018), S-Class (09/2017), S-Class Cabriolet (09/2017), S-Class Coupé (09/2017), S-Class Saloon (06/2017), S-Class Maybach (06/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017), Sprinter (06/2018), T-Class (04/2022), V-Class (03/2020).</p> <p><b>Vehicle Types 3:</b> S-Class (10/2020)</p>
26)			





30) Theft notification and parking damage detection <sup>27)</sup>	3 years from activation <sup>1</sup>	URBAN GUARD vehicle protection (P54)	A-Class (05/2018), AMG ONE (06/2021) B-Class (06/2019), C-Class (06/2018), C-Class Estate (06/2018), C-Class Coupé (06/2018), CLA (06/2019), CLS (04/2018), E-Class Saloon/Estate/Coupé (from 12/2017), EQA, EQB, EQC (06/2019), G-Class (09/2019), GLS/GLE/GLE Coupé (06/2019), S-Class Saloon, S-Class Coupé (12/2017), EQS (06/2021)
32.1) Theft notification and parking damage detection - incl. 360° camera images <sup>27)</sup>		GUARD 360° Vehicle Protection Plus (P82), as well as Parking Package with 360° camera (P47)	C-Class Sedan/Wagon (06/2021) E-Class Sedan (07/2023) GLC (06/2022) S-Class Sedan (06/2021), SL (06/2022), EQE, EQE SUV, EQS, EQS SUV
31) Online Music <sup>21, 5)</sup>	3 years from activation	MBUX multimedia system	<del>Available directly via "Online Music" in infotainment system: A-Class Saloon (12/2018), AMG ONE (06/2021) B-Class (11/2018), CLB (07/2019), CLA (02/2019), Citan (08/2021) EQC (06/2019), GLE (09/2019), Sprinter (06/2019), V-Class (03/2020), T-Class (06/2022)</del>
33.1) Online Music with tethering <sup>22)</sup>		MBUX multimedia system & 22U & 853 or 810 or 811	S-Class (10/2020), EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021)
33.2) Online Music with third-party content data volume	1 year from activation	MBUX multimedia system & 22U & 853 or 810 or 811	C-Class Saloon and C-Class Estate (06/2022), EQE (06/2022) S-Class (06/2022), EQS (06/2022), SL (06/2022)
34.1) In-Car Office <sup>10)</sup>	1 year from activation with COMAND Online  Term extension via Mercedes me Store	COMAND Online	C-Class Saloon, C-Class Coupé, C-Class Estate (06/2016) GLC (12/2017), GLC Coupé (from 12/2017), V-Class (09/2016 to 09/2017),
34.2) In-Car Office <sup>11)</sup>	1 year from activation with COMAND Online  Term extension via Mercedes me Store	COMAND Online	AMG GT Coupé (01/2019), AMG GT Roadster (01/2019), AMG GT 4-Door Coupé (10/2018), C-Class Saloon (06/2018), C-Class Estate (06/2018), CLS (02/2018), E-Class Saloon (12/2017), E-Class Estate (08/2016), E-Class Coupé (12/2017), E-Class Cabriolet (12/2017), G-Class (05/2018), GLC, GLC Coupé (06/2019), S-Class Saloon (12/2017), S-Class Maybach (12/2017), S-Class Coupé (12/2017), S-Class Cabriolet (12/2017),
34.3) In-Car Office <sup>3)</sup>	1 year from activation with PBC and MBUX or can be purchased via the Mercedes me Store. Term extension via Mercedes me Store.	MBUX multimedia system and 10.25 media display (or larger) and Vehicle Setup service	A-Class Compact Saloon (03/2019), A-Class Saloon (08/2018), AMG GT (07/2020), AMG ONE (06/2021) B-Class (11/2018), CLA (02/2019), CLA Shooting Brake (06/2019), CLS Coupé (06/2020), E-Class Coupé and Cabriolet (08/2020), EQC (05/2019), EQV (06/20), E-Class Saloon (07/2020), EQA (07/2020), EQB (09/2020), GLA (02/2020), GLB (07/2019), GLC (06/2019), GLC Coupé (06/2019), GLE (10/2018), GLE Coupé (08/2019), GLS (07/2019), GLS Maybach (01/2020), S-Class Saloon/Maybach (09/2020), Sprinter (06/2018), V-Class (03/2020), EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021)
35) Interface to Third-Party Providers	Unlimited, subject to market availability.	COMAND Online, Audio 20 or MBUX multimedia system	Available for all vehicles compatible with Mercedes Me Connect and with start of production from 2015.

36) Links to content providers <sup>2)</sup>	3 years from activation <sup>1</sup> Term extension via Mercedes me Store		A-Class (05/2018), AMG ONE (06/2021) B-Class (06/2019), EQC (06/2019), EQV (06/2020), GLE (06/2019), Sprinter (06/2018) T-Class (04/2022), V-Class (03/2020) EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021), Citan (08/2021)
37) LINGUATRONIC online voice control <sup>12)</sup>	3 years from activation <sup>1</sup> Term extension via Mercedes me Store	MBUX multimedia system with pre-installation for navigation or media display	S-Class (10/2020) EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021) T-Class (04/2022),
38) Global Search <sup>12)</sup>	3 years from activation <sup>1</sup> Term extension via Mercedes me Store	MBUX multimedia system with pre-installation for navigation or media display	A-Class Compact Saloon (07/2018), A-Class Saloon (08/2018), AMG ONE (06/2021) B-Class (11/2018), CLA (02/2019), EQC (06/2019), EQV (06/2020), GLE (09/2018), Sprinter (06/2018), T-Class (04/2022), V-Class (03/2020), EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021)
39) Digital key handover (Car-Sharing) <sup>24)</sup>	2 years from activation Term extension via Mercedes me Store	Pre-installation for Car Sharing / Car Sharing App (iOS and Android)	<del>A-Class Compact Saloon (07/2018), A-Class Saloon (08/2018), B-Class (11/2018), C-Class all models (06/2020), GLS (06/2020), GLC and GLC Coupé (06/2020), GLB (06/2020), GLE (06/2020), CLA (02/2019), GLB, GLE (09/2018), GLS, E-Class (06/2020), E-Class Estate (06/2020), E-Class Coupé (06/2020), E-Class Cabriolet (06/2020), EQC (06/2020), EQS (06/2021), EQA, EQB, EQE S-Class (06/2021) C-Class (06/2020), SL-Class (Roadster) AMG, X200 AMG.</del>
40) Valet Protect <sup>2)</sup>	3 years from activation <sup>1</sup> Term extension via Mercedes me Store	COMAND Online, Audio 20 or MBUX multimedia system	A-Class (05/2018), AMG ONE (06/2021) B-Class (06/2019), C-Class (06/2018), Citan (08/2021) E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019), EQV (06/2020), G-Class (05/2018), GLE (06/2019), S-Class Saloon (09/2017), S-Class Cabriolet (09/2017), S-Class Coupé (09/2017), Sprinter (06/2018), eSprinter (03/2020), T-Class (04/2022), V-Class (05/2019), Vito (05/2019), eVito (03/2019) X-Class (09/2019).
41) Speedfencing <sup>2)</sup>	3 years from activation <sup>1</sup> Term extension via Mercedes me Store	COMAND Online, Audio 20 or MBUX multimedia system	A-Class (05/2018), AMG ONE (06/2021) B-Class (06/2019), C-Class (06/2018), Citan (08/2021) E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017), E-Class Cabriolet (09/2017), EQC (06/2019) G-Class (09/2019), GLE (06/2019), S-Class Saloon (09/2017), S-Class Cabriolet (09/2017), S-Class Coupé (09/2017), Sprinter (06/2018), eSprinter (03/2020), T-Class (04/2022),
42) ENERGIZING COACH <sup>2)</sup>	from activation ENERGIZING COACH	Special equipment PBR, PBP or PBS	A-Class (12/2018), AMG ONE (06/2021) B-Class (02/2019), CLA Saloon (05/2019) and CLA Shooting Brake (09/2019) GLC and GLC Coupé (07/2019), GLB (12/2019), GLE (02/2019), E-Class Saloon (06/2020) and E-Class Estate (09/2020), EQC (06/2019) S-Class (10/2020), EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021) GLA, A-Class Saloon, EQA, EQB, GLE Coupé, GLS, AMG GT and GT Coupé and EQE (04/2022)
43) Navigation with Electric Intelligence <sup>24)</sup>		MBUX multimedia system with pre-installation for navigation eVito by app	<del>EQC, EQV, EQA, EQB, EQS, eVito Tourer (09/2020), EQE (04/2022), eVito Panel Van M8E (03/2022), EQE SUV (04/2023)</del>
44) Display of Charging Stations <sup>24)</sup>		MBUX multimedia system with pre-installation for navigation	<del>EQC, EQV, EQA, EQB, EQS, eVito (03/2019), eSprinter (03/2020), Plug-In Hybrids in the following model series: A-Class (02/2020), B-Class (07/2020), C-Class (09/2021), /CLA Saloon (06/2020) and CLA Shooting Brake (06/2020), GLA (08/2020), GLC and GLC Coupé (09/2019), E-Class (06/2020), GLE (11/2019), GLE Coupé (07/2020), and S-Class (07/2021), EQE (04/2022), EQE SUV (04/2023)</del>
45) Mercedes me Charge <sup>18)</sup>	3 years (EQC, EQS) or 1 year (EQV, EQA, EQB, PHEVs) from activation	MBUX multimedia system with pre-installation for navigation, Remote Navigation Digital Extrae (12U/BW4, BW5)	<del>EQC, EQV, EQA, EQB, EQS, Plug-In Hybrids in the following model series: A-Class (02/2020), B-Class (07/2020), CLA Saloon (06/2020) and CLA Shooting Brake (06/2020), GLA (08/2020), GLC and GLC Coupé (09/2019), C-Class (09/2021), E-Class (06/2020), GLE (11/2019), GLE Coupé (07/2020) and S-Class (07/2021), EQE (04/2022), EQE SUV (04/2023)</del>
46) Individual Consumption <sup>2), 24)</sup>			A-Class (09/2019), C-Class (09/2019), GLE (09/2019), GLS (09/2019),

47) Remote Vehicle Finder <sup>2)</sup> 28)	3 years from activation <sup>1</sup> Term extension via Mercedes me Store		Available from 06/2020 for all model series as of 06/2018 with Mercedes me connect (except V-Class, Vito and X-Class)
48) Digital Assistant <sup>24</sup>		COMAND Online, Audio 20 or MBUX multimedia system	<del>A-Class (05/2018),</del> <del>AMG ONE (06/2021)</del> <del>B-Class (06/2019),</del> <del>C-Class (06/2018), Citan (08/2021)</del> <del>E-Class Saloon (03/2016), E-Class Estate (09/2016), E-Class Coupé (03/2017),</del> <del>E-Class Cabriolet (09/2017), EQC (06/2019), EQV (10/2020)</del> <del>G-Class (05/2018), GLE (06/2019),</del> <del>S-Class Saloon (09/2017), S-Class Cabriolet (09/2017), S-Class Coupé (09/2017),</del> <del>Sprinter (06/2019), T-Class (04/2022)</del> <del>V-Class (09/2016),</del> <del>X-Class (11/2017)</del>
49) GPS-based online information for driving functions		MBUX multimedia system with pre-installation for navigation, Remote Navigation Digital Extra <sup>25</sup> and Driving Assistance Package (23D) or Driving Assistance Package Plus (P20)	A-Class Compact Saloon (06/20), A-Class Saloon (06/20), A-Class Long Saloon (09/20), <del>B-Class (06/20),</del> CLA (06/20), CLA Shooting Brake (06/20), CLB (07/20), CLB electric (01/21), GLA (02/20), GLA electric (09/20), GLC (06/20), GLC Long Saloon (09/20), GLC Coupé (06/20), E-Class Saloon (05/20), E-Class long version (09/20), E-Class Estate (06/20), GLE (01/20), GLE Coupé (02/20), GLS (01/20)
50) Remote Engine Start (for pre-entry climate control) <sup>23)</sup>	3 years from activation Term extension via Mercedes me Store <sup>1</sup>	Automatic transmission without ESL, code 26U and 08U/11U	All model series as of 06/2018 (market launch dates may vary from country to country) current country roll-out USA, Canada, China, Turkey, South Africa, Japan, South Korea, UAE (Dubai, Abu-Dhabi), Taiwan, Australia, New Zealand, Thailand, Mexico, Malaysia
51) Stolen Vehicle Help (After-theft help) <sup>27)</sup>	3 years from activation <sup>1</sup> , Term extension via Mercedes me Store  In addition, vehicles without ex-factory capability may be able to purchase via the Mercedes me Store	Ex factory: P82 or 34U or Z2U (for vans)  Via Mercedes me Store: Communication module	Ex factory: A-Class (06/2020), AMG ONE (06/2021), CLA (06/2020), GLA (06/2020), B-Class (06/2020), GLB (06/2020), C-Class (06/2020), GLC (09/2020), E-Class (06/2020), CLS (06/2020), GLE and GLE Coupé (06/2020), GLS (06/2020), G-Class (06/2020), AMG GT (12/2020) C-Class Saloon and C-Class Estate (06/2021), EQA (2021), EQB (2021), EQC (09/2020), EQS (06/2021), S-Class Saloon (06/2021) V-Class (05/2019), EQV (10/2020), Vito (05/2019), eVito (09/2020), Citan (08/2021) T-Class (04/2022), Via Mercedes me Store: all models with communication module
52) Mercedes me Eco Coach <sup>29)</sup>		MMo App	<del>A-Class Plug-In Hybrid (02/2020),</del> <del>B-Class Plug-In Hybrid (07/2020),</del> <del>CLA Plug-In Hybrid (06/2020), CLA Plug-In Hybrid (09/2020),</del> <del>GLE Plug-In Hybrid (11/19), GLE Plug-In Hybrid (09/2020) GLE Coupé Plug-In Hybrid (10/2020),</del> <del>GLC Plug-In Hybrid (09/2019), GLC Coupé Plug-In Hybrid (09/2019),</del> <del>EQA (01/2021), EQC (06/2019),</del> <del>E-Class Saloon Plug-In Hybrid (12/2019), E-Class Estate Plug-In Hybrid (12/2019),</del> <del>E-Class Estate Plug-In Hybrid (09/20),</del> <del>S-Class Saloon Plug-In Hybrid (10/2019),</del> <del>C-Class Saloon Plug-In Hybrid (06/2019), C-Class Estate Plug-In Hybrid (06/2019),</del> <del>EQS (06/2021), C-Class Saloon and C-Class Estate (06/2021)</del>
53) Online route calculation	3 years from activation	Navigation	<del>S-Class (10/2020)</del> <del>EQS (06/2021),</del> <del>C-Class Saloon and C-Class Estate (06/2021)</del>
54) MBUX voice assistant <sup>31)</sup>	Unlimited term when ordered ex-factory, subject to local market availability.	MBUX multimedia system with pre-installation for navigation or media display	A-Class (05/2018) AMG ONE (06/2021) B-Class (11/2018), C-Class Saloon and C-Class Estate (06/2021), Citan (08/2021) CLA (02/2019), CLA Shooting Brake (06/2019), E-Class, E-Class Saloon/ Estate (06/2020), GLA (02/2020), GLB (07/2019), GLC (06/2019), GLC Coupé (06/2019), GLE (10/2018), GLS (07/2019), GLS Maybach (01/2020), EQC (05/2019), EQV (06/2020), EQS (06/2021) S-Class (10/2020), Sprinter (03/2020), T-Class (04/2022), V-Class (03/2020)
55) Augmented Radio Information with tethering <sup>34)</sup>	3 years from activation	MBUX multimedia system & 22U & 853 or 810 or 811	<del>S-Class (10/2020)</del> <del>EQS (06/2021),</del> <del>C-Class Saloon and C-Class Estate (06/2021)</del>
56) Augmented Radio Information with third-party comfort data volume <sup>34)</sup>	1 year from activation	MBUX multimedia system & 22U & 853 or 810 or 811	<del>C-Class Saloon and C-Class Estate (06/2022), EQE (06/2022)</del> <del>S-Class (06/2022), EQS (06/2022), SL (06/2022)</del>
57) Radio Service Following with tethering <sup>34)</sup>	3 years from activation	MBUX multimedia system & 22U & 853 or 810 or 811	<del>S-Class (10/2020)</del> <del>EQS (06/2021),</del> <del>C-Class Saloon and C-Class Estate (06/2021)</del>

58) Radio Service Following with third-party comfort data volume <sup>44)</sup>	1 year from activation	MBUX multimedia system & 22U & 953 or 910 or 911	C-Class Saloon and C-Class Estate (06/2022), EQE (06/2022), S-Class (06/2022), EQS (06/2022), SL (06/2022)
59) Programming the stationary heater and pre-entry climate control <sup>26)</sup>	2 years from activation	Stationary heater or hot water auxiliary heating	S-Class (10/2020 – 06/2022) (with 48 V on-board electrical system / EQ Boost technology), S-Class (from 06/2022): Stationary heater only, C-Class Saloon and C-Class Estate (06/2021): Stationary heater only. With pre-entry climate control from 2022
60) Fuel & Pay <sup>42)</sup>	2 years from activation	MBUX multimedia system, 365 Hard-disk navigation	A-Class (06/2018), B-Class (02/2019), CLA Saloon (06/2019) and CLA Shooting Brake (09/2019), CLB-Class (12/2019), CLA-Class (02/2020), GLC and GLC Coupé (07/2019), GLE-Class (02/2019), GLE-Class Coupé (04/2020), GLS-Class (06/2019), E-Class Saloon (06/2020) and E-Class Estate (09/2020), E-Class Coupé (08/2020), E-Class Cabriolet (08/2020), S-Class (06/2021), C-Class (06/2021), V-Class (03/2020), Sprinter (06/2019), V-Class (03/2020), Citan (08/2021)
61) Emergency key deactivation <sup>37)</sup>	3 years from activation <sup>1)</sup> Term extension via Mercedes me Store <sup>1)</sup>	P82	A-Class (06/2020), B-Class (06/2020), C-Class Saloon and C-Class Estate (03/2021), CLA Saloon (06/2020) and CLA Shooting Brake (06/2020), GLC and GLC Coupé (06/2020), GLB (06/2020), GLE (06/2020), C-Class all models (06/2020), CLS (06/2020), E-Class (06/2020), E-Class Estate (06/2020), E-Class Coupé (06/2020), E-Class Cabriolet (06/2020), EQC (06/2020), EQS (06/2021), EQA, EQB, EQE, S-Class (06/2021), G-Class (06/2020), SL-Class (Roadster) AMG, AMG GT 4-Door Coupé
62) Traffic Light Information	2 years from activation Term extension via Mercedes me Store	MBUX multimedia system with navigation and Service Bundles (SA-01U)	Available in USA only from 01/2021 in the following model series: A-Class Saloon (06/2020), CLA Saloon (06/2020), CLA (06/2020), CLB (09/2020), GLE (09/2020), GLS (09/2020), GLS Maybach (10/2020), CLS (08/2020), E-Class (08/2020), E-Class Coupé (01/2021), E-Class Cabriolet (01/2021), S-Class (W223-01/2021), S-Class Maybach (03/2021), AMG GT 4-Door Coupé (07/2020)
63) Plug & Charge <sup>38)</sup>	3 years from activation	MBUX navigation system, Mercedes me Charge (30U, 30U, 36U or 35U)	EQS (06/2021), EQE (04/2022), S-Class Plug-In and C-Class Plug-In (09/2021)
64) Traffic restrictions <sup>43)</sup> (Traffic Restriction Zones)	3 years from activation	PBC	S-Class (06/2021), EQS (06/2021), C-Class (06/2021)
65) Temporary activation of on-demand features <sup>41)</sup>	Unlimited Unlimited term when ordered ex-works or can be purchased subsequently for a limited term via the Mercedes me Store or for a limited period when ordered ex-factory or subsequently available for a limited period via the Mercedes me Store		
66.1) Adaptive Highbeam Assist <sup>45)</sup>		LED headlamps (631/632)	C-Class (from 06/2021)
66.2) DIGITAL LIGHT with projection function		DIGITAL LIGHT (216/217/218)	C-Class (from 06/2021)
66.3) DIGITAL LIGHT projection function for animations <sup>44)</sup>		DIGITAL LIGHT (216/217/218) and projection function for animations (43U)	EQS (from 06/2021) C-Class (from 06/2022)
66.4) Rear axle steering with up to 10° steering angle		Rear axle steering with up to 4.6° steering angle (201) and 360° camera (501) and PARKTRONIC (235)	EQS (from 12/2021)
66.5) Beginner driver mode			EQE (from market launch) EQS (from market launch) EQE SUV (from market launch) EQS SUV (from market launch)  GLC (from production date 01.07.2023)
66.6) Valet service mode			EQE (from market launch) EQS (from market launch) EQE SUV (from market launch) EQS SUV (from market launch)

			GLC (from production date 01.07.2023)
66.7) Remote control for beginner driver mode		Beginner Driver Mode (40U)	EQS (from 06/2021)
66.8) Remote control for valet service mode		Valet Service Mode (41U)	EQS (from 06/2021)
66.9) Minigames*	1 year from activation, term extension via Mercedes me Store	C-Class: PBE/PBG package	EQS (from 07/2021) * TETRIS® available exclusively for EQS) C-Class (06/2022)
66.10) Sound Experience	1 year from activation, term extension via Mercedes me Store	Burmester® surround sound system (810)	EQS (from 07/2021)
66.11) AMG Track Pace online functions	Unlimited term when ordered ex-factory or subsequently available for a limited period via the Mercedes me Store	AMG Track Pace (256)	All vehicles with MBUX multimedia system from 06/2022
66.12) Energizing Package	Unlimited term when ordered ex-factory or subsequently available for a limited period via the Mercedes me Store	Ambient lighting (891), front seat heating (443) and 534	S-Class (06/2022), C-Class (06/2022), EQS (06/2022), EQE (06/2022) and SL (06/2022), GLE (from 06/2023)
66.13) Mode App	1 year from activation, term extension via Mercedes me Store	280 (Individualization Package)	S-Class, EQS, EQS SUV, EQE, EQE SUV, C-Class
66.14) Dashcam <sup>56</sup>	Purchasable in store	U19	A-Class (06/2018), C-Class Sedan/Coupe/Wagon (06/2021), E-Class Sedan (06/2020), E-Class Wagon (06/2020), E-Class Coupe (06/2020), EQC (06/2019), GLB (07/2019) S-Class (12/2020), S-Class Sedan (12/2020), B-Class (02/2019), CLA Sedan (05/2019) and CLA Shooting Brake (09/2019), EQA (12/2020), EQB (11/2021), GLA (01/2020), GLE (02/2019), GLS (07/2019) GLE Coupe (01/2020) GLC/GLC Coupe (06/2019)) EQE EQS
66) IONITY: Unlimited <sup>30)</sup>	1 year from activation	MBUX multimedia system with pre-installation for navigation, Remote & Navigation, Digital Extra, Mercedes me Charge (26U)	EQS (from 06/2021)
67) AMG ONE Remote Pre-Heating Drivetrain <sup>12)</sup>	Unlimited, subject to market availability		AMG ONE
68) Van Uptime (business customers) <sup>40)</sup>	Option available via a ServiceCare service contract	Communication module (H42)	Sprinter (06/2018)
69) Intelligent charging suggestions <sup>44)</sup>		13 U	EQS (06/2021)
70) Individual Recommendation service <sup>47)</sup>	Unlimited, subject to market availability	MBUX multimedia system	A-Class Compact Saloon (03/2018) A-Class Saloon (05/2018) AMG GT (07/2019) AMG ONE (06/2021) B-Class (11/2018) C-Class Saloon and Estate (06/2021) CLA (02/2019) CLA Shooting Brake (06/2019) CLS (06/2020) E-Class Saloon and Estate (07/2020) E-Class Coupé and Cabriolet (08/2020) EQA (07/2020) EQB (09/2020) EQC (06/2019) EQS (06/2021) EQV (06/2020) GLA (02/2020) GLB (12/2019) GLC (06/2019) GLC Coupé (06/2019) GLE (10/2018) GLE Coupé (08/2019) GLS (07/2019) S-Class (09/2020) V-Class (03/2020)

71) Toll service <sup>48)</sup>	<del>1 year with automatic extension by an additional year</del>	Code 943	<del>S-Class expected from 11/2021</del> <del>EOS expected from 11/2021</del>
72) Remote functions for Mercedes-Benz Wallbox <sup>53)</sup>		Mercedes-Benz Wallbox	All electrified Mercedes-Benz vehicles and other makes
73) <del>Navigation for trailers and oversized vehicles<sup>52)</sup></del>	<del>3 years</del>	<del>365 (navigation) + 550 (trailer coupling)</del> <del>For vans: E4M or E3M+E1E</del>	<del>Sprinter (06/2019)</del>
74) <del>Renewable Energy Charging Program<sup>44)</sup></del>		<del>COMAND Online, Audio 20 or MBUX multimedia system</del>	<del>All electrified Mercedes-Benz vehicles</del>
75) Shared Navigation <sup>57)</sup>	Term 3 years (except USA, where a 1-year term applies)	PBG and mobile phone connected via Bluetooth with active Bluetooth message function	E-Class (expected from 07/2023)
76) Learning Assist (LEA) <sup>58)</sup>		App in vehicle	EQE SUV (05/2023)
77) Pre-installation for Digital Vehicle Key on the Smartphone <sup>59)</sup>		896	E-Class (07/2023)

**Please note that the scopes may vary according to model series and year of construction or between private and business customer accounts.**

- Once activated, the Digital Extras can be used free of charge for the specified duration and afterwards they may be extended subject to a fee. The individual Digital Extras may be activated within one (1) year of initial registration of the vehicle or initial use of the vehicle (whichever occurs first).
- The Digital Extras are available in the following destination countries: Abu Dhabi (UAE), Australia, Belgium, Bulgaria, Germany, Denmark, Dubai, Estonia, Finland, France, United Kingdom, Greece, India, Ireland, Italy, Croatia, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Mexico, New Zealand, Netherlands, Norway, Austria, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan, Czech Republic, Hungary, Cyprus. Exception Mercedes me Adapter. See footnote 8). In the case of music-streaming Digital Extras such as TIDAL, Amazon Music or Spotify and others, the app must be available in the particular country.
- This service is available in the following countries: France, Italy, Portugal, Spain, UK.
- This service is not available in: Denmark, Finland, Hungary, Luxembourg, Norway, Poland, Sweden or Switzerland.
- In the case of the designated model series, the Digital Extras require a data allowance from a separate mobile phone contract from a telecommunications service provider, which can be purchased via the customer portal.
- Voice control of these Digital Extras is available only with the optional equipment COMAND Online in 6 languages (German, English, French, Italian, Dutch, Spanish) in 21 European destination countries. Voice control of the Digital Extras Local Search, Weather and Internet Radio is not available in Czech Republic, Denmark, Hungary, Norway, Poland, Portugal, Slovakia or Sweden.
- Available in France, Russia, Italy, Spain, Australia, UK, Japan, Portugal and Turkey.
- The Mercedes me Adapter is available in more than 20 countries: Abu Dhabi, Australia, Austria, Belgium, Cyprus, Czech Republic, Denmark, Dubai, Estonia, Finland, France, Germany, Greece, Hungary, India, Ireland, Italy, Japan, Lithuania, Luxembourg, Malaysia, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russia, Singapore, Slovakia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Turkey and United Kingdom. You can also find information on the supported countries, model series, smartphones and operating systems at [www.mercedes.me/adapter](http://www.mercedes.me/adapter). Availability of Mercedes me Adapter Digital Extras is subject to the Adapter terms and conditions and requires the user to download the association app(s) on a compatible mobile device. Whilst Mercedes-Benz shall use its reasonable endeavours to provide an uninterrupted experience, we cannot guarantee ongoing or uninterrupted supply noting that such Digital Extras may be subject to change, discontinuance or limitations.
- You can find information about the compatible devices and operating systems at [www.mercedes-benz-mobile.com](http://www.mercedes-benz-mobile.com).
- This service is available in: Austria, Belgium, Czech Republic, Denmark, France, Germany, Hungary, Italy, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom.
- This service is available in: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom.
- Available in Germany, Belgium, France, United Kingdom, Ireland, Italy, Malta, Netherlands, Austria, Poland, Portugal, Sweden, Switzerland, Czech Republic, Spain, Italy, Abu Dhabi, Dubai, Bulgaria, Canada, Denmark, Finland, Greece, Hong Kong, Hungary, Croatia, India, Japan, Korea, Lithuania, Luxembourg, Moldova, Mexico, Malaysia, Norway, Romania, Russia, Singapore, Slovakia, Slovenia, Thailand, Taiwan, USA, Australia, New Zealand, South Africa. The following languages are available, according to the given market: German, US English, UK English, Chinese/Mandarin, Dutch, French, Italian, Spanish, Canadian French, Mexican Spanish, Japanese, Korean, Chinese/Cantonese, Portuguese, Swedish, Russian, Czech, Polish, Portuguese (Brazil), Cantonese/Hong Kong, Mandarin/Taiwan, Mandarin/Szechuan; availability of languages is market-specific.
- Required: Remote Parking App (free of charge for iOS and Android). This service is available in the following countries: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom, Russia, South Africa, South Korea, Japan, United Arab Emirates, China.
- Accessing web pages requires a suitable mobile phone (see [www.mercedes-benz.com/connect](http://www.mercedes-benz.com/connect)) and access to a data option as well as use of the mobile phone as a modem (tethering) via a mobile service provider. Additional costs may be incurred during use (depending on the mobile service provider).
- This information is currently available in selected multi-storey car parks and cities in: Abu Dhabi, Austria, Belgium, Bulgaria, Canada, China, Croatia, Czech Republic, Cyprus, Denmark, Dubai, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan, United Kingdom and USA.
- This service is currently only available in selected multi-storey car parks and cities in Germany.
- This service will be available in all European markets except for the UK.
- This service is available in the following countries: Austria, Belgium, Canada, China, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom, USA.
- This service is available in the following countries: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom.
- This service is available in the following countries: Austria, Belgium, Bulgaria, Canada, China, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Liechtenstein, Luxembourg, Malaysia, Malta, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, South Korea, Spain, Sweden, Switzerland, Taiwan, United Kingdom, USA.
- This service is available in the following countries: Austria, Belgium, Canada, China, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Latvia, Italy, Japan, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, South Korea, Sweden, Switzerland, United Kingdom, USA.
- Available in the following countries: Australia, South Korea, South Africa, UAE, Taiwan. This service requires Vehicle Set-Up.
- Available in the USA and Canada.
- Available in Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom.
- Not available in the USA or Canada.
- Not available in China, Hong Kong or Macau.
- Available in: Abu Dhabi, Australia, Austria, Belgium, Bulgaria, Canada, China, Croatia, Cyprus, Czech Republic, Denmark, Dubai, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, India, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Malaysia, Malta, Mexico, New Zealand, Netherlands, Norway, Poland, Portugal, Romania, Russia, Singapore, Slovakia, Slovenia, Spain, South Africa, South Korea, Sweden, Switzerland, Taiwan, Thailand, United Kingdom, USA.
- This service is available in the following countries: Abu Dhabi, Dubai, Austria, Belgium, Bulgaria, Switzerland, China, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Hong Kong, Croatia, Hungary, Ireland, India, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Macau, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Romania, Russia, Sweden, Slovenia, Slovakia, Thailand, USA, South Africa.

The Remote Light function is only available for vehicles produced from 06/2018. The Remote Horn function is only available in the following countries: USA, Canada, India, Abu Dhabi, Dubai, Malaysia, China, Mexico, Australia, New Zealand, Thailand, Taiwan, South Korea, South Africa.

- 30) The service is currently available in Germany, France and Italy. Spain and Belgium will follow from approximately the middle/end of June. The service is available for free download in the Apple App Store and in the Google Play Store.
- 31) This service was only installed until May 2020. The term therefore ends at the latest at the end of May 2023.
- 32) Available in Germany, Belgium, France, United Kingdom, Ireland, Italy, Malta, Netherlands, Austria, Poland, Portugal, Sweden, Switzerland, Czech Republic, Spain, Italy, Abu Dhabi, Dubai, Bulgaria, Canada, Denmark, Finland, Greece, Hong Kong, Hungary, Croatia, India, Japan, Korea, Lithuania, Luxembourg, Moldova, Mexico, Malaysia, Norway, Romania, Russia, Singapore, Slovenia, Slovakia, Thailand, Taiwan, USA, New Zealand, South Africa. The following languages are available, according to the given market: German, US English, UK English, Chinese/Mandarin, Dutch, French, Italian, Spanish, Canadian French, Mexican Spanish, Japanese, Korean, Chinese/Cantonese, Portuguese, Swedish, Russian, Czech, Polish, Portuguese (Brazil), Cantonese/Hong Kong, Mandarin/Taiwan, Mandarin/Szechuan, Turkish, Thai, Danish, Norwegian, Arabic. Availability of languages is market-specific.
- 33) The service can only be used with tethering (customer data volume/ smartphone hotspot). Music streaming Digital Extras such as TIDAL, Amazon Music or Spotify must be available in the respective country. The customer must also have a contract with the respective third-party provider. Expected to be available in: Abu Dhabi, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Dubai, Estonia, Finland, France, Germany, Greece, Hungary, India, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russia, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, United Kingdom, USA.
- 34) The service can only be used with tethering (customer data volume/ smartphone hotspot). Expected to be available in: Abu Dhabi, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Dubai, Estonia, Finland, France, Germany, Greece, Hungary, India, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russia, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, United Kingdom, USA.
- 35) The service can only be used with tethering (customer data volume/ smartphone hotspot). Expected to be available in: Abu Dhabi (UAE), Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Dubai (UAE), Estonia, Finland, France, Germany, Greece, Hungary, India, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russia, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, United Kingdom, USA.
- 36) The service can only be used with tethering (customer data volume/ smartphone hotspot). Expected to be available in: Abu Dhabi (UAE), Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Dubai (UAE), Estonia, Finland, France, Germany, Greece, Hungary, India, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russia, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, United Kingdom, USA.
- 37) Available in Abu Dhabi (UAE), Australia, Belgium, Bulgaria, Germany, Denmark, Estonia, Finland, France, United Kingdom, Greece, India, Ireland, Italy, Croatia, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, New Zealand, Netherlands, Norway, Austria, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan, Czech Republic, Thailand, Hungary, Cyprus.
- 38) .
- 39) Germany, Belgium, Bulgaria, Denmark, Estonia, Russia, Latvia, Lithuania, Finland, France, Greece, Great Britain and Northern Ireland, Ireland, Croatia, Italy, Slovenia, Luxembourg, Malta, Netherlands, Norway, Austria, Poland, Portugal, Romania, Sweden, Switzerland, Liechtenstein, Czech Republic, Spain, Slovakia, Hungary, South Cyprus, Canada, USA, Taiwan, India, South Korea, Malaysia, Singapore, Abu Dhabi, Thailand, Dubai, Australia, New Zealand, Mexico
- 40) Available in: Abu Dhabi, Austria, Belgium, Bulgaria, Canada, China, Croatia, Cyprus, Czech Republic, Denmark, Dubai, Estonia, Finland, France, Germany, Greece, Hungary, India, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, New Zealand, Netherlands, Norway, Poland, Portugal, Romania, Russia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, United Kingdom, USA
- 41) This service is available in the following countries: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom. With the Mercedes me connect service "IONITY: Unlimited tariff", charging costs at IONITY charging stations are covered for one year from activation of the service.
- 42) Available in Germany, Spain, Czech Republic, Italy, Switzerland and Poland
- 43) Available in Germany, Belgium, Austria, Netherlands, Switzerland and Portugal at selected partner filling stations
- 44) Available in: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Japan, Korea, Latvia, Lithuania, Luxembourg, Malta, Hungary, Romania, Netherlands, Poland, Portugal, Slovenia, Spain, Sweden, United Kingdom, USA, Switzerland, Liechtenstein, South Africa, Canada
- 45) Available in Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom, China
- 46) Available in Germany, Austria, Belgium, Czech Republic, Denmark, Finland, France, Greece, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom, Canada, Japan, USA
- 47) Available in: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Korea, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovenia, Spain, Sweden, United Kingdom, USA, Switzerland, Liechtenstein, South Africa, Canada
- 48) Available in: Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovenia, South Korea, Spain, Sweden, Taiwan, United Kingdom, USA. Anticipated to be available in Australia.
- 49) Available in: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, United Kingdom
- 50) Available in USA
- 51) This service is temporarily unavailable for the E-Class (Saloon, Coupé and Estate), the CLS and the Mercedes-Benz GT 4-Door Coupé with manufacturing dates between 01.12.2017 and 01.12.2019 which are fitted with the basic instrument cluster (featuring analogue round dials).
- 52) The transmission of extended technical data to determine the condition of the vehicle is temporarily unavailable for the E-Class (Saloon, Coupé and Estate), the CLS and the Mercedes-AMG GT 4-Door Coupé with manufacturing dates between 01.12.2017 and 01.12.2019 which are fitted with the basic instrument cluster (featuring analogue round dials). The service's basic functions continue to be operational.
- 53) Available in Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom.
- 54) Available in: Austria (AUT), Belgium (BEL), Bulgaria (BGR), Croatia (HRV), Cyprus (EU) (CYP), Czech Republic (CZE), Denmark (DNK), Estonia (EST), Finland (FIN), France (FRA), Germany (GER), Greece (GRC), Hungary (HUN), Ireland (IRL), Italy (ITA), Latvia (LVA), Lithuania (LTU), Luxembourg (LUX), Netherlands (NLD), Norway (NOR), Poland (POL), Portugal (PRT), Romania (ROU), Slovakia (SVK), Slovenia (SVN), Spain (ESP), Sweden (SWE), Switzerland (CHE), Thailand (THA), Mexico (MEX).
- 55) This service can only be used with third-party comfort data volume. Available in Germany, Great Britain, Northern Ireland, France, Italy, Spain, Belgium, Switzerland, Poland, Portugal, Sweden, Austria, Denmark, Norway, Finland, Czech Republic, Romania, Ireland, Greece, Netherlands
- 56) Available in UK, USA (only S-Class, C-Class from 06/21, EQS, EQE), Belgium, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Greece, Hungary, Italy, Latvia, Lithuania, Malta, Netherlands, Poland, Romania, Slovenia, Sweden
- 57) Available in Germany
- 58) Available in Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Hungary, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, Malta, Cyprus, Greece, Romania, Croatia, Slovenia, Latvia, Estonia, Lithuania, Bulgaria
- 59) Available in Abu Dhabi, Belgium, Bulgaria, Austria, Croatia, Denmark, Dubai, Estonia, Finland, France, Germany, Liechtenstein, Greece, Hungary, India, Ireland, Italy, Latvia, Lithuania, China, Australia, Canada, Hong Kong, Japan, Korea

