

# Terms of Use for the Mercedes me connect Services

(Version 001.006.002.A.24-04)

## <Note>

(1) For customers who have accepted the Terms of Use by Mar 24, 2024, the effective date of the amendment of the Terms of Use (Version 001.006.002.A.24-04) will be Apr 1, 2024.

(2) For customers who have accepted the Terms of Use after Mar 25, 2024, the agreement based on the Terms of Use (Version 001.006.002.A.24-04) will take effect as at the time specified in Section 3.1 of the General Part of the Terms of Use.

## I. General Part

### 1. Scope of Application

- 1.1 The following terms and conditions for using the Mercedes me connect services, the “**Terms of Use**”), issued by Mercedes-Benz Japan G.K. (“**MBJ**”) apply to MBJ’s provision of Mercedes me connect telematics services, temporary activation of on-demand equipment as well as other digital contents, digital products and digital services (the “**Digital Extra(s)**”) and to the use of the Services by the Customer (as defined in Section 2.1).
- 1.2 Details of each Digital Extra are set forth in the Further Notes for the Mercedes me connect Services of the Terms of Use and the Website (as defined in Section 3.1, hereinafter the same).
- 1.3 The General Part and Further Notes for the Mercedes me connect Services of the Terms of Use may contain references to Digital Extras that is not offered. The detailed scope of the Digital Extras currently available is set out in the Website.  
  
Please note MBJ may change or discontinue the provision of all or part of the services listed on the Website in accordance with the Terms of Use.
- 1.4 In the event of any conflict between any provisions in the Terms of Use and descriptions in the Website, the provisions in the Term of Use shall prevail. The Digital Extras shall be provided to the extent specified in the Terms of Use, and MBJ shall not warrant that all Digital Extras described on the Website are provided as of the date hereof.
- 1.5 The Digital Extras are available for vehicles set forth in Section 5.1 (the “**Vehicles**”). For details, please refer to Section 5.1.

### 2. Customer, Vehicle Owner and Other Eligible User

- 2.1 “**Customer**” means a person who has met the conditions under Section 4.3 and has entered into the Service Agreement (as defined in Section 3.1) by accepting the Terms of Use in accordance with Section 3.1.
- 2.2 “**Vehicle Owner**” means a person whose name is specified in the Automobile Inspection Certificate (*Jidousha Kensasho*) as an owner or a user of the Vehicle.
- 2.3 “**Other Eligible User**” means a person who is lawfully and validly granted the right to use the Vehicle as a company car, or for other purposes, by the Vehicle Owner. Any short-term hirer or user of a rental car, shared car, etc. shall not, in principle, be Other Eligible User.

### 3. Effectiveness of the Terms of Use and Service Agreement

- 3.1 A precondition for using the Digital Extras is to satisfy all of the following requirements:
  - (i) The user has created a user account on websites of MBJ visited via web-browser or applications (the “**Website**”) (the “**User Account**”) and has filled out an online form designated by MBJ with necessary information via the Website;
  - (ii) The user has had his/her Vehicle connected to the User Account in accordance with Section 5.2; and
  - (iii) The Terms of Use has been accepted by the user via the Website, which acceptance shall not be withdrawn at the time of use of any Digital Extra.

The agreement relating to the use of the

Digital Extras between the user and MBJ (the “**Service Agreement**”), which is based on the Terms of Use, shall take effect between the user and MBJ when the user receives from MBJ a notice to the effect that MBJ has confirmed the acceptance of the Terms of Use by the user. Notwithstanding the foregoing, the Terms of Use shall take effect no later than the date on which the user is able to use any of the Digital Extras for the first time.

- 3.2 Intentionally left blank.
- 3.3 Unless otherwise provided in the Terms of Use, MBJ provides the Terms of Use in Japanese and English. In cases of doubt with regard to the interpretation of the Terms of Use, those specified in the Japanese language shall prevail.
- 3.4 MBJ may, in its sole discretion, amend the Terms of Use if (i) the amendment conforms to the general interest of the Customers or (ii) it does not run afoul of the purpose of the contract, and it is reasonable in light of the circumstances concerning the amendment such as the necessity of the amendment, the appropriateness of the details of the amended conditions. In particular, MBJ may expand the functions of the Digital Extras and add new Digital Extras, and amend the Terms of Use accordingly.
- 3.5 If MBJ intends to amend the Terms of Use, it shall specify the date when the amendment will become effective, and notify the Customers of the intention to amend the Terms of Use, the content of the amended Terms of Use and the time when the amended Terms of Use will become effective by means of displaying the notice on the Website, or via e-mail, SMS or the App etc. The amended Terms of Use shall become effective as of the date in the notice by MBJ.

A Customer who does not accept the amendment to the Terms of Use shall not use any Digital Extras thereafter.

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

- 4.1 The Customer will be entitled to use certain Digital Extras free of charge for the period separately determined by MBJ. Reference information will be posted on

the Website set forth in the Section 16.2 (“Mercedes me connect website”).

The reference information provided on the Website is information as of the date of posting, and all or part of the information may have been changed.

- 4.2 The Customer may purchase Digital Extras or the rights to use Digital Extras (such rights, the “**Licenses**”) as follows:

The Customer may obtain some of the Digital Extras initially free of charge for the period separately determined by MBJ. MBJ may, at its sole discretion, extend the free service period of a Digital Extra without consideration payable by the Customer upon the expiration of its initial free service period. MBJ may also provide the Customer, in exchange for a License fee, with Licenses to extend other Digital Extras for which the free service period was not extended on an online shopping website to be separately provided by MBJ pursuant to the General Terms and Conditions of Purchase for Digital Extras (“**Mercedes me Store GTC**”). Please contact authorized dealers of Mercedes-Benz for further information.

Moreover, MBJ may provide, in exchange for a License fee, Licenses (i) to use, or extend the service period of, the Digital Extras with no free service period (the “**Fee-based Digital Extras**”) on an online shopping website to be separately provided by MBJ pursuant to the Mercedes me Store GTC. Notwithstanding above, in the case that a License to use, or extend the service period of, Fee-based Digital Extras have already been obtained with respect to the relevant Vehicle at the time of your obtaining the status of the Customer, Section 17 shall apply to the service period of that Fee-based Digital Extras.

**Note:** If a Digital Extra requires a License, the License can be used only for one Vehicle and thus the Customer must obtain another License for another Vehicle. The Terms of Use shall apply to the Customer’s use of both the Digital Extras during the free service period and paid use of the Digital Extras.

- 4.3 In order to use any Digital Extra, the user is required to be (i) an individual who is a

resident of Japan and (ii) a Vehicle Owner or Other Eligible User with regard to the Vehicle. Regardless of whether the user has been provided Digital Extras similar to the Digital Extras outside Japan by Mercedes-Benz Group AG (“**Mercedes-Benz**”) or any member of Mercedes-Benz group (which means parent companies, subsidiaries and affiliated companies of Mercedes-Benz, and Mercedes-Benz and members of Mercedes-Benz group shall be collectively referred to as the “**Mercedes-Benz Group**”), the user must comply with the Terms of Use in order to use the Digital Extra.

- 4.4 Digital Extras are associated with each vehicle; the Digital Extras used for a vehicle cannot be transferred to other vehicles. All Digital Extras may only be used for the purpose described in Terms of Use.
- 4.5 The scope of services of the individual Digital Extra, conditions of use, availability and, where applicable, further information are set out in the Terms of Use (Further Notes for the Mercedes me connect Services) and the Website. The scope of Digital Extra may vary depending on the vehicle type and equipment. MBJ reserves the right to further develop the Digital Extra at any time and to add, change or remove individual functions. The adjustment is only made insofar as it is reasonable for the Customer with regard to the overall scope of the Digital Extra.
- 4.6 The Digital Extras are available geographically in all areas within Japan; however, the provision and use of the Digital Extras may be obstructed as described in Sections 4.15, 9.4, 19.3 and 19.4, as well as Sections 2.7, 2.9, 3.10, and 3.21 of Further Notes for the Mercedes me connect Services.
- 4.7 MBJ makes the Website and/or the App (defined in Section 4.9) as the Use Gateways (defined in Section 4.9) available to the Customer through which the Customer may manage the Digital Extras he/she uses online.
- 4.8 The Customer may at any time select any Vehicles for which he/she would like to use the Digital Extras and have such Vehicles (up to a maximum of 20) connected to the User Account, and may

also at any time disconnect the Vehicles from the User Account. Sections 5.2 shall apply to the connection and disconnection of Vehicles.

- 4.9 The Customer may operate and use the Digital Extras via the use gateways set forth below (collectively, the “**Use Gateways**”). The scope of Digital Extras available via each Use Gateway varies depending on the Use Gateways.

(a) Infotainment System\*

The Customer may operate and use certain Digital Extras via the Vehicle’s infotainment system.

\*Infotainment system means the COMAND system and other functions relating to information and entertainment.

(b) Website

The Customer may also operate and use certain Digital Extras via the Website. Some Digital Extras can be operated and used only via the Website.

(c) Applications for Compatible End Devices

The Customer may operate and use certain Digital Extras via applications for a compatible end device (the “**Apps**”, and respectively, the “**App**”), which MBJ or Mercedes-Benz separately provide, downloaded and installed on an end device (which must be compatible with the respective App, hereinafter the same). However, the respective Digital Extras available via the Apps may be limited as compared to those available via other Use Gateways. Additional Digital Extras may be available to the Customer via the Apps, which can be operated and used only via the relevant Apps. The Customer may obtain further information regarding the Apps (including how to download the Apps) via the Website.

- 4.10 The Customer may delete any of the Apps and the Adapter App at any time from the end device. In that case, the Customer will no longer be able to operate or use the Digital Extras via the Apps or the Adapter

App. Furthermore, any changes made to the end device (e.g., updates to the operating system of the end device, modifications to the end device) could render the Apps or the Adapter App unusable.

**Important:** *The acceptance of the Terms of Use by the Customer shall not be deemed to be withdrawn and the License between the Customer and MBJ shall not be automatically terminated only by the deletion of any App or changes to the end device.*

*If the App is deleted from the end device or any changes to the compatible end device is implemented, MBJ will not refund any fees for the License that the Customer has already paid.*

- 4.11 The Customer may activate and deactivate the respective Digital Extras via the User Account. The Customer may also select the Vehicle(s) for which he/she wishes to use a Digital Extra. If a Digital Extra is activated, the Customer can use that Digital Extra as described in the applicable Terms of Use. If a Digital Extra is deactivated, then that Digital Extra will not be available to the Customer during the time period of that Digital Extra being deactivated.

**Important:** *The acceptance of the Terms of Use by the Customer shall not be deemed to be withdrawn and the License shall not be automatically terminated only by the deactivation of the Digital Extra. By reactivating the relevant Digital Extra via the User Account, the Customer may use that Digital Extra again for the term of the applicable Digital Extra or License. If all or part of the Digital Extras are deactivated in accordance with this Section 4.11, MBJ will not refund any fees for the License that the Customer has already paid.*

- 4.12 If the Customer terminates the License, then MBJ will be entitled to deactivate the Digital Extra that has been provided based on such terminated License. Notwithstanding anything contrary contained in the Terms of Use, neither MBJ nor any other member of the Mercedes-Benz Group shall assume any liability in respect of any Losses (as defined in Section 8.9) incurred by the Customer or any third party (including a Sub-User (defined in Section 10.1)) in connection

with MBJ's deactivation of the relevant Digital Extras in accordance with this Section 4.12 caused by reasons attributable to MBJ or other members of the Mercedes-Benz Group, but only to the extent of the actual amount paid by the Customer, except in the case of wilful misconduct or negligence by MBJ or other members of the Mercedes-Benz Group.

**Important:** *If all or part of the Digital Extras are deactivated in accordance with this Section 4.12, MBJ will not refund any fees for the License that the Customer has already paid, excluding cases where MBJ failed to perform its obligations.*

- 4.13 MBJ also reserves the right to deactivate or limit any Digital Extra for security reasons or for other good reasons (e.g. data security, security problems at Third-Party Providers (as defined in Section 4.15)).

Notwithstanding anything contrary contained in the Terms of Use, neither MBJ nor any other member of the Mercedes-Benz Group shall assume any liability in respect of any Losses (as defined in Section 8.9) incurred by the Customer or any third party (including a Sub-User (defined in Section 10.1)) in connection with MBJ's deactivation of the relevant Digital Extras in accordance with this Section 4.13. Notwithstanding the above, however, this shall not apply to Losses arising out of default attributable to MBJ or tortious acts committed by MBJ.

**Important:** *If all or part of the Digital Extras are deactivated in accordance with this Section 4.13, MBJ will not refund any fees for the License that the Customer has already paid.*

- 4.14 Notifications appearing on the Vehicle's multi-function display take precedence over all other information channels, such as notifications appearing via the Use Gateways of the Customer. Information displayed in the infotainment system or in Apps may be, either in whole or in part, revised after the provision and it may be incomplete, incorrect, or not current. More extensive notices regarding notifications and information about the Digital Extras are set forth in the Further Notes for the Mercedes me connect Services Terms of Use and the Website.

4.15 Due to the currently available technology, the provision and use of the Digital Extras may be subject to certain restrictions or inaccuracies beyond the control of MBJ. In individual cases there may be discrepancies between the vehicle operating data displayed in the Vehicle (e.g. in the infotainment system) and that in the Customer's respective Use Gateway. This applies in particular to the availability of the mobile data connection provided by mobile phone companies, the mobile network, global navigation satellite system geolocation services and internet access. The geographical area where the Digital Extras are available is therefore limited to the transmission and reception areas of the transmission stations operated by the relevant mobile phone companies. The unavailability of a mobile network can in some cases mean that individual Digital Extras are unavailable because the necessary data transfer cannot take place. The Digital Extras may also be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g., bridges, tunnels, buildings). The GPS coordinates determined on the basis of global navigation satellite systems may also be adversely impacted by such conditions, etc. Network overload or other disruptions may restrict the use of the internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Digital Extras, mobile or landline networks, or the internet.

The mobile communications connection between the Vehicle and the Mercedes-Benz AG's vehicle Backend (the "**Backend**") is currently provided by an external operator or its roaming partners. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded.

When using data via the mobile telecommunication Digital Extras, the logged-on users share the available bandwidth (so-called shared medium) in the mobile radio cells. The actual achievable transmission rate during the data usage is also dependent on the total availability of the respective technology, the transmission rate of the server selected for the provision of the relevant Digital Extra, the occupancy/capacity utilization of the mobile network by the

number of users in the respective mobile radio cell, the distance to the antenna and the movement of the user.

Disruptions to the Digital Extras may also be caused by force majeure, including strikes, lockouts, and administrative orders, or may result from technical or other measures (e.g., repairs, maintenance, software updates, enhancements) which need to be carried out on the systems of Mercedes-Benz Group or MBJ, or on the systems of third-party service providers (the "**Service Providers**"), third-party content providers (the "**Content Providers**" and, together with the Service Providers, the "**Third-Party Providers**") or network operators who provide services to MBJ or the Customers in order to ensure that the Digital Extras are properly provided or improved.

The use of the Digital Extras via the Apps may also be subject to limitations and inaccuracies because of the unavailability of, disruptions to, or faults in, the Apps or end devices (e.g., for reasons of force majeure or technical and other measures such as maintenance, software updates, enhancements to the Apps).

4.16 The information available through certain Digital Extras (e.g. Weather and Parking) is provided by Content Providers and may be, either in whole or in part, incomplete, inaccurate, not current or unavailable. The information is also generated by various Content Providers and can be of different quality depending on the relevant Content Provider. MBJ and Mercedes-Benz Group shall not assume any responsibility for checking whether the information is complete, accurate or current, or for completing, correcting or updating such information, or for ensuring that the information is available or is made available at a certain quality level. The Customer is independently responsible for his/her use of the information and his/her 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 at a certain quality level suitable for his/her purposes.

4.17 In order to prevent disruptions to the

repair work at an auto repair shop designated by MBJ (“**Mercedes-Benz Auto Repair Shop**”) during a visit to the Mercedes-Benz Auto Repair Shop, the Digital Extras may be temporarily unavailable or only available to a limited extent.

Maintenance and repair work carried out on the Vehicle during the visit to the Mercedes-Benz Auto Repair Shop may also generate data that leads to erroneous status and diagnostic reports via different Use Gateways due to various maintenance and repair-related activities, including access to Vehicle systems. These errors in data may result in the Customer receiving erroneous offers for maintenance services or requests to arrange an appointment from the Mercedes-Benz Auto Repair Shop, due to erroneous identification of a need for repairs.

The Customer may need to re-activate the Digital Extras following a visit to Mercedes-Benz Auto Repair Shop.

- 4.18 The Digital Extras require a fully functioning power supply within the Vehicle supplied by the vehicle battery. If the Digital Extras are used excessively or 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 not used for a considerable period, then the Communication Module in the Vehicle may automatically switch itself off, which may shut down the mobile data connection to the Vehicle and require a manual reactivation the next time the Customer uses the Digital Extras.
- 4.19 Once the Service Agreement comes into effect and the Vehicle is connected to the User Account, software updates for vehicle components (which mean the infotainment system or the Communication Module) (“**Software Update**”) will be downloaded via a mobile data network and automatically installed in the Vehicle. Thus, the Customer is not required to visit the Mercedes-Benz Auto Repair Shop for the Software Update. The Software Update can be initiated from the Vehicle or from the Backend and may change the functions of the Vehicle and

the Digital Extras (e.g., improvement, enhancement, change or deletion of existing functions, or addition of new functions).

The Software Update cannot be deactivated by the Customer. Depending on its type and scope, the Software Update will either be carried out automatically without requiring any additional consent from the Customer, or the Customer will be given the option of confirming or rejecting individual Software Updates; the Customer may reject changes or removals relating to the Software Updates if they are not advantageous to the Customer or if the Customer could not be reasonably expected to accept them, taking the interests of MBJ into account. However, rejection of Software Updates may limit the scope of the Digital Extras available for the relevant Vehicle. The timing of each Software Update shall be determined by MBJ at its sole discretion. The Customer shall not have any right to demand Software Updates.

- 4.20 The Software Updates are affected by the availability of, and limitations on the use of, the mobile network and the equipment in the Vehicle. That means that the time it takes to download and install any software will be different from vehicle to vehicle and it may take anywhere from a few minutes to several hours. The status of the Software Updates will be stored in the Backend and shown to the Customer via his/her Use Gateways.
- 4.21 In some circumstances, the Software Updates may be required to enable certain Digital Extras to be performed or operated properly. The Customer is not entitled to obtain Software Updates by any means other than those set forth above. The Mercedes-Benz Auto Repair Shop may provide certain additional Digital Extras, instead of, or in addition to, the Software Updates.

While downloading and installing the Software Updates, the functionality of the Vehicle or individual components (e.g., infotainment system or Communication Module) may be restricted for a certain period of time. In case that a fatal technical error occurs during the download or installation of the Software

Update, any restriction on function may need to be addressed at a Mercedes-Benz Auto Repair Shop.

## 5. Requirements of Use

- 5.1 The Digital Extras are available for vehicles that are manufactured by Mercedes-Benz or other manufacturer designated by Mercedes-Benz, imported by MBJ, and distributed by MBJ or authorized dealers of Mercedes-Benz under the umbrella brand name of “Mercedes-Benz” (“**Mercedes-Benz Vehicle**”), and are fitted with Communication Modules. Some Digital Extras require additional optional equipment in the Vehicle in order to be used. The Customer may obtain information about the models, for which the Digital Extras are available, from authorized dealers of Mercedes-Benz. Some functions are not available for certain Vehicle models.

For the use of certain Digital Extras or functions of Digital Extras, a mobile data connection between the Vehicle and the Backend as well as the compatible end device of the Customer, and an infotainment system in the Vehicle are required.

- 5.2 In order to use the Digital Extras with regard to a Vehicle, the Customer must have the Vehicle connected to the Digital Extras in accordance with this Section 5.2. Vehicles can be connected by authorized dealers of Mercedes-Benz. Please contact authorized dealers of Mercedes-Benz for details on connecting the Vehicles.

If the connection is established by an authorized dealer of Mercedes-Benz, the Customer must submit his/her driver's license or other identification documents that MBJ deems appropriate, and the Automobile Inspection Certificate. Based on these documentations, the authorized dealer of Mercedes-Benz confirms the Customer data (name, address, date of birth) and that the Customer, as Vehicle Owner, is entitled to use his/her Vehicle. In the case where the Customer is an Other Eligible User, the Customer is required to submit documentation in a form designated by MBJ where the relevant Vehicle Owner grants a right to use the Vehicle to the Customer in

addition to the identification documents set forth above and the Automobile Inspection Certificate.

No Digital Extra may be activated or used until the Vehicle is connected to the Digital Extras. Every Vehicle connected to the Digital Extras must always be allocated to one Customer as the “**Main User**”; additional vehicle users other than the Main User may be registered as “**Sub-Users**”. For details of Sub-Users, please refer to Section 10.1. The Customer may disconnect a Vehicle in any manner set forth below. If the Vehicle is disconnected, all Digital Extras with regard to that Vehicle will be deactivated.

- (i) By removing the Vehicle from the User Account
- (ii) By submitting to an authorized dealer of Mercedes-Benz a written request in a form designated by MBJ

**Important:** The acceptance of the Terms of Use by the Customer shall not be deemed to be withdrawn and the License shall not be terminated only by the Vehicle being disconnected. By reconnecting the Vehicle in accordance with this Section 5.2, the Customer may use the applicable Digital Extra again for the term of the applicable Digital Extra or License. If the Vehicle is disconnected in accordance with this Section 5.2, MBJ will not refund any fees for the License that the Customer has already paid.

- 5.3 For security reasons, an identity check is required for the use of some Digital Extras. This can be done with an identification document on site at the authorized dealers of MBJ. The Customer will be informed of the necessity of the identity check when activating all Digital Extras or the corresponding Digital Extra. The Digital Extra can only be used by the Customer after a positive identity check. MBJ reserves the right to repeat the identity check at a later date.
- 5.4 For the use of the Digital Extras, which utilize Digital Extras of Third-Party Providers (e.g. streaming services), the Customer shall conclude a separate agreement with the respective Third-Party Provider at the terms and conditions of the respective Third-Party Provider. The

Customer may have to set up a separate personal user account with the Third-Party Provider ("Third-Party Provider Account"). To use the service of the Third-Party Provider, the Customer's Third Party Provider Account must be linked to the Digital Extra. MBJ shall assume no liability for the Digital Extras of the Third-Party Provider.

- 5.5 Some of the Digital Extras may require an end device compatible with the Digital Extras. In this case, the Customer must obtain an end device at his/her own responsibility and cost. In order to use the Digital Extras through the Apps, there must be an end device and a mobile data connection therein, and the Apps installed on the end device.

Details are set forth in the Terms of Use (Further Notes for the Mercedes me connect Services) and the Website.

- 5.6 In order to use the Digital Extras through the respective Apps, regular updates of the relevant Apps are required whenever such updates are available.
- 5.7 Intentionally left blank.

## 6. Intentionally left blank.

## 7. Fees and Costs

- 7.1 No fees are charged only by accepting the Terms of Use.

The Digital Extras with free service period are initially provided free of charge for the term separately determined by MBJ. The Customer needs to pay License fees listed in the online shopping website to MBJ pursuant to the Mercedes me Store GTC with regard to the Licenses for using any Fee-based Digital Extras or extending the service period of the Digital Extras with free service period (if applicable).

Some of the Digital Extras require optional equipment to be used with regard to the Vehicle.

- 7.2. Any costs for the mobile data connection between the Vehicle and the Backend shall be, in principle, borne by MBJ. Such costs

borne by the Customer shall be the rates charged by the respective mobile service provider used by the Customer.

- 7.3. Any costs for the data connection to be incurred when the Customer accesses the Website or the User Account using the end device or other communication equipment shall be borne by the Customer in accordance with the rates charged by Service Providers that provide such data connection.
- 7.4 Any costs for the use of services from Third-Party Providers shall be borne by the Customer.

## 8. Obligations of the Customer

- 8.1 The Customer warrants (i) that he/she is the owner of the Vehicle or (ii) that the Vehicle's owner (or any other person who is so authorized by the Vehicle's owner) has permitted him/her to use the Vehicle and thus also to use the Digital Extras with regard to that Vehicle.
- 8.2 The Customer warrants that the profile data (including name, address, date of birth, e-mail address and mobile telephone number) that he/she reported to the authorized dealers of Mercedes-Benz or registered with the User Account is correct. The Customer must inform MBJ of any changes to these data without delay by contacting the authorized dealers of Mercedes-Benz or through the User Account. The same applies to all other data, which has been posted voluntarily.

For certain Vehicle models, a PIN protected profile of the Customer is created automatically when the Vehicle is linked.

If these data are incorrect and therefore MBJ is not able to reach the Customer, then MBJ may cease to provide the Digital Extras to the Customer.

**Important:** *If MBJ ceases to provide the Digital Extras in accordance with this Section 8.2, MBJ will not refund any fees for the License that the Customer has already paid.*

- 8.3. To receive notifications via the apps for individual Digital Extras, the customer must be logged into the corresponding app.
- 8.4 The Customer shall without delay

disconnect the Vehicle from the User Account in accordance with Section 5.2, if he/she loses the status as Vehicle Owner or Other Eligible User of the Vehicle (including the case where the Customer transfers to a third party or disposes the Vehicle). In this case, and if a new Vehicle Owner of the Vehicle (or a person who is delegated to disconnect the Vehicle by such Vehicle Owner) requests authorized dealers of Mercedes-Benz or MBJ to disconnect the Vehicle in the manner separately designated by MBJ, MBJ may disconnect the Vehicle without prior notice to the Customer. Any liability of the Customer under Section 8.9 or 8.10 in respect of any matters that have arisen before the disconnection of the Vehicle shall survive such disconnection. Further, the Customer shall, in accordance with Section 8.9 or 8.10, be liable to any Losses (as defined in Section 8.9) incurred by MBJ or any other member of the Mercedes-Benz Group in connection with his/her intentional or negligent breach of the obligation set forth in this Section 8.3.

- 8.5 The Customer shall (i) keep all access details and passwords necessary to use the Digital Extras secure, (ii) not disclose them to any third party, and (iii) prevent them from being misused. The Customer shall not use the same combination of email address and password that he/she uses to log into other online services to access the User Account. The Customer shall procure that the Sub-Users also comply with the same obligation set forth in this Section 8.4.
- 8.6 The Customer must comply with all laws and regulations applicable to the use of the Digital Extras (including the Road Traffic Act, the Road Trucking Vehicle Act, and prefectural ordinances, hereinafter the same) when using the Digital Extras. The Customer must not use any Digital Extras in any manner or for any purpose that is in breach of the Terms of Use or any applicable laws or regulations.
- 8.7 If the Customer identifies that any Digital Extra has been used in breach of the Terms of Use or applicable laws or regulations, or that an unauthorized third party has carried out a prohibited activity on the mobile network provided for the Digital Extras, then the Customer must inform MBJ thereof without delay (i) via the User

Account or (ii) by calling the Mercedes Call prescribed in Section 16.2 (the “Mercedes Call”).

- 8.8 The software applications provided for the use of the Digital Extras may not be modified, edited, decompiled (including by means of reverse engineering), stored or otherwise copied.
- 8.9 The Customer shall be liable to MBJ and other members of the Mercedes-Benz Group for any cost, loss or damage, including reasonable attorney fees (the “Losses”) arising from the Customer’s intentional or negligent violation of any laws or regulations or any provision of the Terms of Use (including his/her obligation to cause the Sub-Users to comply with the Terms of Use).
- 8.10 The Customer shall indemnify MBJ and other members of the Mercedes-Benz Group for Losses caused by a third party claim against MBJ or any other member of the Mercedes-Benz Group in connection with the Customer’s intentional or negligent violation of any laws or regulations or any provision of the Terms of Use (including his/her obligation thereunder to cause the Sub-Users to comply with the Terms of Use), or infringement of any third-party rights.
- 8.11 If the Customer preserves any data in connection with the Digital Extras on his/her end device, the Customer shall be solely responsible therefor. MBJ shall not assume any liability in respect to corruption, loss or other events similar thereto of the data saved on the end device, unless MBJ is found wilful or negligent.
- 8.12 If the Customer provides the Vehicle connected to the Digital Extras to another vehicle user for his/her use, he/she is obliged (i) to inform such another vehicle user of the Digital Extras and the associated data collection and processing before the driver commences usage, to obtain such another vehicle user’s consent thereto, and to refer to the possibility to deactivate the individual Digital Extras, and (ii) to log out from his/her connected Third-Party Provider account or deactivate the Digital Extra in order, for example, to prevent from any misuse by such another vehicle user. Also, prior to the drive, the

Customer must check whether the Digital Extras and function needed by him/her are activated.

## 9. Term and Termination

9.1 The Terms of Use are applicable unless otherwise terminated by the procedures set forth in the Terms of Use. The terms for the Digital Extras are set forth in the Further Notes for the Mercedes me connect Services of the Terms of Use and the Mercedes me Store GTC. When terminated, the license period (availability period of the Digital Extra, hereinafter the same) of the Digital Extras that can be subscribed to (with automatic monthly renewal; “**Subscription**”) ends at the end of the billing period of the Subscription.

9.2 The initial free service period of a Digital Extra for a Vehicle shall commence when that particular Digital Extra with an offer of free service period is initially activated with respect to that particular Vehicle (such initial activation of a Digital Extra for a Vehicle, a “**Service Activation**”). A Service Activation shall be completed when (i) the relevant Vehicle is connected to the Digital Extras and (ii) that particular Digital Extra with an offer of free service period is activated on the Website. Notwithstanding the above, the Service Activation of some services including those listed below shall be completed regardless of the above (ii) activation on the Website.

Sound Experience

In-Car app pass

**Note 1:** *If (i) any individual service is added to a package of certain Digital Extras (with an offer of free service period) (such additional service, an “**Additional Service**”) and (ii) the Service Activation of the Digital Extras included in that particular package (other than the Additional Service) has been completed, the initial free service period of the Additional Service shall commence of the completion of the Service Activation of the Additional Service.*

**Note 2:** *If the Service Activation of a Digital Extra (with an offer of free service period) has already been completed before a Vehicle is connected to the Digital Extras, the initial free service period of that*

*particular Digital Extra (with an offer of free service period) with respect to that particular Vehicle shall commence when the Vehicle is initially connected to the Digital Extras.*

**Note 3:** *Excluding “Accident Recovery” and “Information Communication Services”, in order to use the Digital Extra (with an offer of free service period), please complete the Service Activation within 1 year after the initial registration or initial use of the Vehicle (whichever comes first) (“**Day of Initial Registration/Use**”). Regarding the use of Digital Extra (with an offer of free service period) which have been added after the Day of initial Registration/Use, please complete the Service Activation within 1 year after they have been provided by MBJ.*

**Note 4:** *A Service Activation of each Digital Extra (provided free of charge for a certain period) can be made only once for each Vehicle. Once a Service Activation is made, even if the relevant Vehicle is disconnected or the relevant Digital Extra is deactivated with regard to the relevant Vehicle, the initial free service period of each Digital Extra with regard to that particular Vehicle shall never be restart irrespective of the reconnection or reactivation.*

*Unless the Service Agreement is terminated pursuant to this Section 9, the initial free service period of the activated Digital Extras (with an offer of free service period) shall expire on the final day of the initial free service period . The license period of each Digital Extra can be found on the Website.*

*MBJ may, at its sole discretion, extend the free service period of the Digital Extras free of charge by the time period separately set out by MBJ. The term of each of the Licenses (i) extending the service period of the Digital Extras in exchange for License fees and (ii) of the Fee-based Digital Extras shall be separately set out by MBJ.*

**Note 5:** *MBJ may provide the Customer with notice of termination of the respective Digital Extras via email, SMS or the App.*

*Notwithstanding the initial free service period of the Digital Extra, due to the termination of the respective Digital Extras, the free service period of the Digital Extra*

*will be shortened accordingly, depending on the timing of the Service Activation by the Customer.*

- 9.3 The Customer may terminate the Service Agreement (except the agreement for Subscription) at any time with immediate effect by unticking all of the consent buttons for the Terms of Use on the User Account or by deleting the User Account. The Service Agreement will also be terminated if the Customer deletes the User Account.

MBJ may terminate the Service Agreement with prior notice to the Customer in written or electronic form. The termination shall take effect thirty (30) days after the Customer's receipt of the prior notice by MBJ.

**Important:**

- (a) *If the Customer terminates the Service Agreement, MBJ will not refund any fees for the License that the Customer has already paid.*
- (b) *The deletion of the Mercedes me App in accordance with 4.10 or the deactivation of Digital Extras in accordance with Section 4.11 does not constitute a termination of the Service Agreement.*
- (c) *If the Customer unticks all of the consent buttons for the Terms of Use or the User Account is deleted, the Service Agreement shall be terminated. In this case, all of the Digital Extras provided based on such terminated Service Agreement will not be available thereafter. Notwithstanding the above, however, the agreement for Subscription shall remain in effect even after the Digital Extras become unavailable, unless such agreement is terminated separately.*

- 9.4 If the Customer intends to change his/her country of residence to any country other than Japan, the Customer shall inform MBJ thereof (including the scheduled date of such change in residence) in advance. If the Customer changes his/her country of residence to any country other than Japan, the Service Agreement shall be automatically terminated without prior

notice to the Customer. If a Customer who uses the Digital Extras via the Apps has his/her residence in a country in which the Apps are not available, the Customer can no longer use the Digital Extras via the Apps.

**Important:** *If the Service Agreement is terminated pursuant to this Section 9.4, MBJ will not refund any fees for the License that the Customer has already paid.*

- 9.5 Notwithstanding the foregoing, MBJ may terminate the Service Agreement upon any of the following events:

- (a) the Customer provides MBJ with false information;
- (b) the Customer abuses any Digital Extra or obstructs the operation of any Digital Extra;
- (c) the Customer delays payment of any fees for the License;
- (d) the Customer breaches any provision of the Terms of Use;
- (e) the Information Communication Services (as defined in Section 19.1) are suspended pursuant to a request from the Vehicle Owner, or the Information Communication Services are otherwise terminated;
- (f) the Customer loses the granted right to use the Vehicle as a company car, or for other purposes, by the Vehicle Owner;
- (g) the Customer loses the status of a Vehicle Owner; or
- (h) MBJ otherwise deems the Customer to be inappropriate as a user of the Digital Extras on reasonable grounds.

**Important:** *If the Service Agreement is terminated pursuant to this Section 9.4, MBJ will not refund any fees for the License that the Customer has already paid and the period for such fee has passed. Notwithstanding the above, however, in case where MBJ permanently terminates the provision of the Digital Extras for its convenience or only for reasons attributable to MBJ, the fees for the License may be granted back pursuant to Mercedes me Store GTC.*

- 9.6 In the event the Service Agreement is terminated, all of the Digital Extras provided with regard to the Vehicle in accordance with such terminated Service Agreement will be deactivated. Please refer to Section 9.9 for the deactivation of

the respective Service. Even after the termination of the Service Agreement, the Customer's User Account will remain active until his/her User Account has been deleted.

- 9.7 MBJ is authorized by Mercedes-Benz to provide the Digital Extras. In case of termination of the relevant agreements between MBJ and Mercedes-Benz for whatever reason, MBJ may assign or transfer all agreements on the Digital Extras between the Customers and MBJ (including all rights and obligation of MBJ thereunder) to Mercedes-Benz or another party as determined by Mercedes-Benz. The Customer hereby gives a prior consent thereto. For the avoidance of doubt, after the assignment or the transfer of agreements, the Digital Extras will be provided by Mercedes-Benz or another party as determined by Mercedes-Benz, as the case may be, instead of MBJ.
- 9.8 MBJ may temporarily suspend or permanently terminate all or part of the Digital Extras in certain cases (e.g. suspension of service provision by external operators). In such cases, MBJ shall notify the Customer in advance of the contents of such suspension or termination to the extent possible. Except as provided for in Section 19.5, MBJ may terminate any of the respective Services without prior notice to the Customer. If MBJ permanently ceases to provide the Fee-based Services only for its convenience or only for reasons attributable to MBJ, the fees for the License may be granted back pursuant to Mercedes me Store GTC.
- 9.9 The Customer may deactivate the respective Digital Extras via the User Account in accordance with Section 4.11. The Customer may also select the Vehicle(s) for which he/she wishes to deactivate the relevant Digital Extra.

**Important:** *If the respective Digital Extra is deactivated pursuant to this Section 9.9, MBJ will not refund any License fees for the respective Digital Extra that the Customer has already paid.*

## 10. Sub-User

- 10.1 The Customer may register individuals

other than him/herself as sub-users ("**Sub-Users**") on the User Account to enable them to use the Digital Extras. In order for a Sub-User to use any Digital Extra, the Sub-User is required to have the User Account and accept the Sub-User registration by the Customer via the User Account.

The Customer shall adequately inform the Sub-User of any and all Terms of Use and procure that the Sub-User complies with obligations equivalent to the Customer's obligations under the Terms of Use. Concurrently with the Sub-User's acceptance of the authorization by the Customer, the Sub-User shall be deemed to have accepted any and all Terms of Use and to have assumed obligations equivalent to the Customer's obligations under the Terms of Use.

The Sub-User must comply with all Terms of Use and laws and regulations applicable to the use of the Digital Extras by him/herself when using the Digital Extras. The Sub-User shall not use any Digital Extras in any manner or for any purpose that is in breach of the Terms of Use or any applicable laws or regulations.

If a Sub-User wishes to use the Digital Extras through an App or the Adapter App, he/she is required to obtain the App or Adapter App and install it on his/her end device in the same way as the Customer is.

- 10.2 Sub-Users can view, operate and use certain Digital Extras in exactly the same way as the Customer via their Use Gateways (e.g., they can inquire as to the Vehicle's status). However, in principle, only the Customer is able to (i) purchase of Digital Products and Subscription of Digital Extras (if applicable), (ii) obtain Licenses, (iii) terminate the Service Agreement, (iv) activate and deactivate any Digital Extra and (v) connect and disconnect the Vehicle.

When functions are being programmed, the most recently received command in the Vehicle always remains in effect, regardless of whether it came from the Customer or the Sub-User. However, Sub-Users cannot activate or deactivate the Digital Extras.

The scope of the Digital Extras can vary for the Sub-User depending on which Use

Gateway is used to access the Digital Extras.

- 10.3 The Customer can revoke any Sub-User registration at any time via the User Account.

## 11. Liability of MBJ and Other Members of Mercedes-Benz Group

- 11.1 MBJ and other members of the Mercedes-Benz Group shall not assume any liability in respect of any Losses incurred by the Customer or any third party (including any Sub-User) in connection with the Digital Extras. However, if the Service Agreement constitutes a consumer contract (“*shohisya-keiyaku*”) set forth in the Consumer Contract Act of Japan (“*shohisya-keiyaku-hou*”), MBJ and other members of the Mercedes-Benz Group shall be liable for the Losses caused by reasons attributable to MBJ or other members of the Mercedes-Benz Group, but only to the extent of the actual amount paid by the Customer, except in the case of wilful misconduct or negligence by MBJ or other members of the Mercedes-Benz Group.

11.2 Intentionally left blank.

11.3 Intentionally left blank.

11.4 Intentionally left blank.

11.5 Intentionally left blank.

11.6 Intentionally left blank.

## 12. Data Protection and Data Security

- 12.1 MBJ takes the protection of the personal data of the users of the Digital Extras seriously and take into consideration the protection of the users’ privacy when processing personal data.

- 12.2 Further details concerning the data processing, data protection and data security are provided in “**Processing of Personal Data for the Mercedes me connect Services**”.

12.3 Intentionally left blank.

## 13. Miscellaneous

- 13.1 All disputes in connection with the Terms of Use or the Digital Extras shall be subject

to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

- 13.2 The Terms of Use shall be governed by and construed in accordance with the laws of Japan.

- 13.3 Should one or more of the provisions of the Terms of Use be or become invalid, the validity of the other provisions will not be affected.

- 13.4 Notices given in accordance with the Terms of Use shall be deemed to have been received upon the date of delivery in the case of email, SMS or the App, upon the date of facsimile transmission in the case of fax, and upon three (3) business days after mailing in the case of mail.

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15. Intentionally left blank.

## 16. Identity of the Provider of the Digital Extras and Contact Details

- 16.1 The Digital Extras are provided by MBJ.

- 16.2 Contact details

Mercedes Call:

Tel (English): 0120-009-927

Tel (Japanese): 0120-190-610

(Operating hours: 8:00~20:00/365 days  
\*excluding temporary downtime for planned maintenance and power outages etc.)

Mercedes me connect website:

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

A part of the data and Mercedes me connect smart control information functions used for Digital Projects are based on the usage of third-party providers’ technology and data. Third-party providers’ terms of use are provided below:

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

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

## 17. Transferee, Etc., of the Vehicle

- 17.1 A person who newly becomes a Vehicle

Owner or an Other Eligible User with respect to a Vehicle (the “**Transferee**”) must obtain the status of the Customer pursuant to the Terms of Use to use any Digital Extra with regard to the Vehicle regardless of whether the Vehicle was connected to the Digital Extras in the past.

- 17.2 The initial free service period of the Digital Extras (with an offer of free service period) with respect to the Transferee shall commence upon Service Activation of the Complimentary Digital Extras for the relevant Vehicle regardless of when the Transferee obtains the status of the Customer and shall expire on the final day of the initial free period. The license period of each Digital Extra can be found on the Website. For details of Service Activation, please refer to Section 9.1.

**Note:** *A Service Activation of each Digital Extra (with an offer of free service period) can be made only once for each Vehicle. Once a Service Activation is made by any person with regard to a Vehicle, the initial free service period of that activated Digital Extra (with an offer of free service period) for that particular Vehicle has commenced at the time of Service Activation and shall never be restarted upon the Transferee beginning to use that particular Digital Extra (with an offer of free service period).*

- 17.3 In the case where the Licenses (i) for using or extending the Fee-based Digital Extras or (ii) for extending the Digital Extras (with an offer of free service period) in exchange for the License fees are applicable to the Vehicle of the Transferee, the Transferee may use the Digital Extras provided based on those Licenses without additional payment; provided, however, that the Transferee must comply with all requirements necessary for the use of such Digital Extras. In this case, the service period of such Digital Extras shall be the remaining validity term of those Licenses regardless of when the Transferee obtains the status of the Customer or when the Vehicle is connected to the Digital Extras. The remaining period of each Digital Extra can be found on the Website.

- 17.4 This Section 17 shall apply mutatis mutandis to the case where a person who lost the status of the Customer obtains the status of the Customer again.

## 18. Accident Recovery

- 18.1 The Customer may use Accident Recovery (the “**Accident Recovery Service**”) offered by Bosch Service Solutions Corporation (“**Bosch**”) (3-6-7 Shibuya, Shibuya-ku, Tokyo) without making additional payment, for the Vehicle to which a service agreement for using the Accident Recovery Service (the “**Accident Recovery Agreement**”) applies. The Accident Recovery Agreement shall be entered into between the Vehicle Owner and Bosch in accordance with the terms and conditions determined by Bosch. The Accident Recovery Service shall be provided by Bosch directly to the Vehicle Owner who entered into the Accident Recovery Service Agreement. MBJ shall not have any obligation or liability with respect to any services or information provided by Bosch in connection with the Accident Recovery Service.

### Important:

- (a) *If the Vehicle Owner does not wish to enter into the Accident Recovery Agreement with respect to a Vehicle, for technical reasons, the Customer cannot use all functions of the Communication Module in that Vehicle. If the Accident Recovery Agreement is terminated for any reason after the commencement of the Accident Recovery Service with respect to a Vehicle, all functions of the Communication Module of that Vehicle will be deactivated as well. After the deactivation of the Communication Module, no Digital Extra will be available with respect to that Vehicle. MBJ shall not have any obligation or liability in these cases. However, this shall not apply to the Losses arising out of default attributable to MBJ or tortious acts committed by MBJ.*
- (b) *If the Customer who is a party to the Accident Recovery Agreement loses the status of a Vehicle Owner or disposes the Vehicle, such Customer must cancel the relevant Accident Recovery Agreement. In this case, and if a person who newly becomes a Vehicle Owner of the same Vehicle*

wishes to use the Accident Recovery Service, he/she needs to enter into a new Accident Recovery Agreement with Bosch in accordance with the terms of use determined by Bosch.

**19. Information Communication Services**

19.1 Pursuant to this Section 19, MBJ provides internet connection services (including data connection with respect to vehicle data, location data, etc.) and voice communication services (limited to the voice communication with the facilities designated by MBJ) necessary for providing the Digital Extras and other functions regarding the Vehicles designated by MBJ (including the Accident Recovery Service) (the “**Information Communication Services**”).

For the following vehicles, on and after Feb 1, 2024, voice call service (Breakdown Management Service) will be unavailable, and the contents of Accident Recovery Service will be changed as shown in the table below.

Affected vehicles	Some of the vehicles of the following models produced from 2017 to 2018  (To determine whether your vehicle is affected, please contact authorized dealers of Mercedes-Benz or the Mercedes Call prescribed in Section 16.2 of the Terms of Use.
Affected models	C-Class Sedan / C-Class Stationwagon / C-Class Coupe / C-Class Cabriolet / GLC / GLC Coupe  E-Class Sedan / E-Class Stationwagon  S-Class Sedan / S-Class Sedan Long / Mercedes-Maybach S-Class
Voice call services to be terminated	Breakdown Management Service  <b>【Contents of the service】</b>  A service that connects to the Touring Support Call Center by pressing the me button, i button, or the breakdown assistance call button in the vehicle. The me button and i button also connect to owner hotlines and other call centers.
Details of Changes of the Accident Recovery Service	<b>【Before】</b>  When SOS button in the vehicle is pressed, or an accident is detected (when airbags or seatbelt tighteners are triggered), it automatically connects to the call center. Subsequently, the call center confirms with

the user if it needs to contact the fire department via voice call.  <b>【After】</b>  When an accident is detected (when airbags or seatbelt tighteners are triggered), information about the location of the accident and the vehicle is automatically transmitted to the call center. The call center contacts the fire department only when it determines there is a possibility of an emergency situation depending on the contents of the information. Dispatch of an ambulance, etc. will be at the discretion of the fire department. The call center will not confirm whether contacting the fire department is necessary.
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19.2 The Information Communication Services provide geolocation services and internet access using the Communication Module and the mobile data connection, the mobile network, and the global navigation satellite system, which are mainly provided by SoftBank Corp.

19.3 The Information Communication Services only provide so-called best-effort services. Network congestion may slow the communication speed or make the internet connection unavailable. The quality of the Internet connection may also depend on the communication equipment (e.g., the Communication Module) that is used for the Information Communication Services, the operating environment, etc. The geographical area where the Information Communication Services are available is limited to the transmission and reception ranges of the transmission stations operated by the mobile phone company. The Information Communication Services may also be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g., bridges, tunnels, buildings). Geolocation based on global navigation satellite systems may also be adversely impacted by such conditions, etc. Network overload or other negative circumstances may hamper the use of the Internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Information Communication Services, mobile or landline networks, or the Internet.

The use of the Digital Extras that requires the Information Communication Service is subject to the same restrictions as the

restrictions on the Information Communication Service as mentioned above.

- 19.4 In the event of an actual or threatened natural disaster or other emergency, MBJ may limit or suspend the Information Communication Services in order to prioritize urgent communications including those necessary for disaster prevention or a rescue, to stabilize traffic, communications or electricity, or to maintain order.

The use of the Digital Extras that requires the Information Communication Service is subject to the same restrictions as the restrictions on the Information Communication Service as mentioned above.

MBJ will identify certain telecommunications which utilize communication procedures that continually and massively occupy certain bandwidth. MBJ may limit the speed or traffic volumes of such telecommunication by limiting the bandwidth allocated thereto.

MBJ may limit the use of the Information Communication Services by a Customer if it places an excessive burden on the facilities used for the Information Communication Services by continually giving rise to certain traffic volumes exceeding the limitation determined by MBJ, or otherwise hinders the use or management of the Information Communication Services.

The use of the Digital Extras that requires the Information Communication Service is subject to the same restrictions as the restrictions on the Information Communication Service as mentioned above.

- 19.5 The maximum duration of the Digital Extras period of the Information Communication Service shall be ten (10) years from the date on which the relevant Vehicle is initially registered (Initial Registration Date).

Notwithstanding the foregoing, MBJ may temporarily suspend or permanently terminate all or part of the Information Communication Services (e.g. suspension of service provision by external operators).

In the case of the suspension or the termination of the Information Communication Services, MBJ shall notify the Customer of details of the Information Communication Services to be suspended or terminated, the date on which the Information Communication Service will be suspended or terminated, and other necessary information at least thirty (30) days prior to the scheduled suspension or termination.

- 19.6 Fees for the use of the Service are subject to the Terms of Use for the Information Communication Service.
- 19.7 The Customer may deactivate the functions of Information Communication Services of a Vehicle pertaining to the Digital Extras by disconnecting the Vehicle from the Digital Extras in accordance with Section 5.2. Further, the Customer may deactivate the functions of the Information Communication Services pertaining to the Digital Extras by termination of the Service Agreement in accordance with Section 9.2. If the Customer wishes to terminate any and all functions of the Information Communication Services, he/she needs to deactivate the Communication Module in the Vehicle at an authorized dealer of Mercedes-Benz. No charges shall be incurred by the Customer for such deactivation of the Communication Module. For details, please contact authorized dealers of Mercedes-Benz.
- 19.8 Please contact the Mercedes Call for inquiries relating to the Information Communication Services.

## **20. Countermeasures against Organized Crime Groups**

- 20.1 MBJ shall not offer the Digital Extras to an organized crime group, a member of an organized crime group, a person who has been a member of an organized crime group within the past five (5) years, a quasi-member of an organized crime group, a related company or association of an organized crime group, a racketeer, etc., a group engaging in criminal activities under the pretext of conducting social campaigns or crime groups specialized in intellectual crimes, a person who performed an illegal act or made an

unreasonable demand in the past regarding civil or administrative matters, etc., or any other person equivalent to those above (an “**Organized Crime Group**”).

20.2 The Customer warrants and undertakes to MBJ that he/she has not fallen or will not fall in the future under any of the following:

- (i) an Organized Crime Group;
- (ii) a person having a relationship that is deemed to be providing funding or other benefits to any Organized Crime Group;
- (iii) a person having a relationship that is deemed to be wrongfully using any Organized Crime Group such as for the purpose of acquiring a wrongful benefit for itself or third party, or for the purpose of harming another person; or
- (iv) any other person who is engaged in a socially condemnable relationship with any Organized Crime Group.

20.3 The Customer undertakes that he/she will not conduct or cause a third party to conduct any of the following:

- (i) a demand accompanied by threat or actual violence;
- (ii) an unreasonable demand beyond its legal entitlement;
- (iii) use of intimidating words or actions regarding the Terms of Use;
- (iv) damaging the credit or obstructing the business of MBJ by spreading false rumours or by the use of fraud or force; or
- (v) any other actions equivalent to the above.

20.4 MBJ shall be entitled to cease to provide all or a part of the Digital Extras without liability or to terminate the Service Agreement without notice if the Customer breaches the warranties or undertakings set out in Section 20.2 or 20.3. Further, the Customer shall, in accordance with Sections 8.9 and 8.10, be liable for any Losses incurred by MBJ or any other member of the Mercedes-Benz Group in connection with his/her breach of the warranties or undertakings set out in Section 20.2 or 20.3.

## II. Further Notes for the Mercedes me connect Services

### 1. Preamble

MBJ pursues high standards in respect of the quality and safety of its products. As a result, it has developed appropriate measures and safety precautions for each Digital Extras. However, this does not release the Customer from personal responsibility to comply with traffic rules and all laws and regulations applicable to the use of the Digital Extras (including the Road Traffic Act, the Road Trucking Vehicle Act, and other prefectural ordinances, hereinafter the same) and to handle its vehicle appropriately. Please pay careful attention to safety while using the Digital Extras taking into account the fact that accident events in road traffic are frequently caused by inattention and operational error, etc. due to the influence from information, communication, and entertainment media and devices during the drive.

### 2. General Notices

- 2.1 If Customers operate and use integrated information systems and communication devices in connection with the Digital Extras in the vehicle, they may be distracted from the surrounding traffic and may lose control over their vehicle. Therefore, please make sure to operate or use these systems and devices only when sufficient safety is ensured in light of the surrounding environment including the traffic situation. If sufficient safety cannot be ensured, please make sure to stop the vehicle in accordance with traffic regulations and applicable laws or park your vehicle in a parking space before operation or use.
- 2.2 The Digital Extras release drivers neither from the responsibility to continuously control their own behaviour, in particular in consideration of the safety of others, nor the obligation not to do any inappropriate acts including those hurt, impair or jeopardise others' lives, bodies or property. Moreover, the Digital Extras do not relieve the Customer from his/her responsibility and accountability for ensuring the

sufficient driving capability and road safety of the vehicle. Similarly, the drivers are not released from the responsibilities and obligations regarding maintenance and repair work of vehicles. Except for any liability under mandatory laws, MBJ does not assume any liability for any failure to carry out required maintenance or repair measures.

- 2.3 There is a risk of accident and injury for unsupervised children and animals in the vehicle.
- 2.4 It is prohibited under the Road Traffic Law to look at mobile phones or smart phones, or the Apps or images displayed on infotainment system used through these devices while driving vehicles. Please make sure to always comply with all traffic regulations, and laws and regulations applicable to the use of the Digital Extras when using the Digital Extras.
- 2.5 The Customers may be distracted from the surrounding traffic by the use of voice control functions and read-aloud functions. Please ensure sufficient safety in light of the surrounding environment including the traffic situation before using voice control functions.
- 2.6 The Customer must comply with all operating instructions of, and laws and regulations applicable to, the use of the Digital Extras when using the Digital Extras. The Customer shall not use any Digital Extra in any manner or for any purpose that is in breach of the Terms of Use or any applicable laws or regulations.
- 2.7 **Involvement of Third-Party Providers**

MBJ is not responsible or liable for services provided by third parties.

If information available via an individual Digital Extras comes from Third-Party Providers, MBJ does not make any guarantees as to its content, correctness, topicality, completeness and availability. Furthermore, MBJ does not assume any liability to examine the accuracy, current validity, completeness and availability of information, to correct, update, complete, or ensure the availability of, the information, or to ensure that the information is available or provided at a specific level of quality. MBJ has no influence on the operation or functionality

of the corresponding technical applications of the Third-Party Providers. The Third-Party Providers may change or discontinue the functionality or individual functions of their services. Some of the functions provided by the Third-Party Providers may not be available everywhere. The Customer has independent responsibility for the use of the information and his/her decisions made on the basis of the information.

The execution of commands cannot be guaranteed or may be delayed. The Customer is solely responsible for the definition of commands and links with user accounts of Third-Party Providers.

The Customer is obligated to withdraw the Third-Party Provider's activation in the Website if he/she learns of security problems with the Third-Party Provider or in the event of loss of his/her access to data at the Third-Party Provider.

- 2.8 The risk of false or incorrect messages, or disturbances or loss of connection to the server due to force majeure, technical conditions or other reasons cannot be excluded. Please check the displayed time stamp for the date of the last update of relevant information.
- 2.9 Status queries of the vehicle through so-called geofencing are not always entirely reliable. Under certain circumstances (e.g. in a multi-storey car park), it may not be possible to transmit data in full or in part. As a result of this, it is possible that stored commands are not activated because a vehicle status is not received by the Backend correctly or on time. Status queries in the vehicle therefore do not release the Customer from personal responsibility to check the status of the vehicle.
- 2.10 Notifications displayed on the Vehicle's multi-function display have priority over all other information channels, such as notifications appearing via the Use Gateways of the Customer. Information displayed in the infotainment system or in Apps may be, either in whole or in part, revised after the provision and it may be the incomplete, incorrect, or not current.
- 2.11 Intentionally left blank.
- 2.12 MBJ reserves the right to limit or

deactivate individual Digital Extras for security reasons or for other important reasons (in particular in the event that a security problem with the Third-Party Providers is suspected, in the event of potential dangers due to malware or in the event of incompatibilities) and to change the selection of Third-Party Providers, the available data and the available commands.

- 2.13 Data on the charging progress and charging status may vary from the actual status and may be incomplete, incorrect or out-of-date in full or in part.
- 2.14 Devices and objects in the vehicle must always be kept in a manner that would prevent injury of any vehicle passengers, among others, in the event of an accident.
- 2.15 For vehicles with a mechanical parking brake, the displayed "parking brake applied" status does not mean that the parking brake is sufficiently tight.
- 2.16 The Customer shall be obligated to ensure the roadworthiness of his/her Vehicle. The Digital Extras shall not release the Customer from this obligation. MBJ shall not have any obligation to notify the Customer of any maintenance or repair requirement. The Customer shall be solely responsible for taking any action necessary for the maintenance or repair of the Vehicle. MBJ shall not be liable for any failure of the Customer to undertake necessary maintenance or repair work unless there are reasons attributable to MBJ.
- 2.17 Intentionally left blank.

### **3. Special Notices for Individual Digital Extras**

- 3.1 Intentionally left blank.

#### **3.2 Remote Door Locking and Unlocking**

Any unattended remote unlocking of the Vehicle increases the risk of theft of the Vehicle and objects located inside the Vehicle. MBJ shall not be liable for any Losses incurred by the Customer or any third party in connection with the use of this service by the Customer unless they are attributable to MBJ. Further, please make sure that the vehicle key does not be left in

the Vehicle when the Vehicle doors are locked.

3.3 Intentionally left blank.

3.4 Intentionally left blank.

### 3.5 Parking

The Digital Extra only shows available parking spaces. It is not binding and does not release the driver from the obligation to observe the local conditions (e.g. vehicle height in the car park).

### 3.6 Remote Parking Assist

With this service, the Customer can guide the Vehicle to parking and exit parking spaces remotely using a compatible end device via a Bluetooth and/or wi-fi connection and to manoeuvre the Vehicle in exploration mode (e.g. in tight garages) without sitting in the Vehicle. The Customer can control these operations after activation of the Remote Parking Assist in the infotainment system of his/her Vehicle via the end device. During the operations, the Vehicle key must be situated outside, but within a certain distance from, the Vehicle (normally around three meters).

The operations must be monitored by means of the Remote Parking app (the **“Remote Parking App”**) via a dead-man’s system (which causes the Vehicle to automatically stop if a person becomes incapable of operating the Remote Parking App) on the compatible end device. In the event of a loss of the Bluetooth and/or wifi connection, a detection of obstacles in the Vehicle’s path, a termination of the operation of the end device, or the Vehicle key being taken outside of the maximum allowed distance, the Vehicle will stop automatically. For details, please see the operating instructions for the Remote Parking Assist.

Using the Remote Parking Assist is part of the operation of a vehicle by the Customer and is permitted only if the Customer is in a fit state to drive and is in possession of a valid driver’s license. The Customer must have total control of the entire parking manoeuvre by moving his/her finger on his/her end device to guide the Vehicle.

The Customer shall comply with the warning notices contained in the operating

instructions for the Remote Parking Assist. When using the Remote Parking Assist, the Customer must make sure that no person is in the Vehicle. During the operation, the Customer must pay attention to the surrounding conditions and to the Vehicle itself (not to the end device). In case of emergency, the Customer must cease operating the Remote Parking App so that the Vehicle stops and take measures necessary to avoid any danger.

The Remote Parking Assist is a system to assist the driver on the basis that the driver operates his/her vehicle safely at his/her own responsibility; it is not a fully automated driving system, and its use in no way diminishes the driver’s full responsibility for the operation of the vehicle. In the case of unfavourable weather, diagonal parking, or the existence of any obstacle in a parking space, etc., the Remote Parking Assist may not work properly.

**Note:** A dedicated application is required to use the Remote Parking Assist. Depending on the maker, model or OS version, etc. of the smartphone, the service is not available; especially for Android smartphones, please regard the compatibility.

3.7 Intentionally left blank.

3.8 Intentionally left blank.

3.9 Intentionally left blank.

### 3.10 Remote Engine Start

This service enables the Customer to turn the Vehicle engine on and off remotely via certain Use Gateways. This service allows the Customer to remotely control air conditioning of his/her Vehicle and to charge the Vehicle battery. The engine of the Vehicle runs for a maximum of ten minutes after an engine start.

Remote Engine Start is only available when the doors, windows, and boot and hood of the Vehicle are locked or closed and the gear is in park mode.

Please use Remote Engine Start only when the Customer confirms that the Vehicle is parked in an open space away from flammable materials. Please do not use

Remote Engine Start while the Vehicle is being serviced or repaired. Please make sure that the Vehicle is not on a public road when using Remote Engine Start. In addition, please note that in some regions in Japan (such as Hyogo Prefecture, Saitama Prefecture and Kyoto Prefecture), idling the engine even when the Vehicle is not on a public road might infringe local regulations. Using Remote Engine Start while the Vehicle is on a public road or using it against the local regulations might constitute a criminal offense.

Please ensure, before using Remote Engine Start, that the Vehicle is in an environment enabling safe use of this service (for example, it cannot be used on a public road, within a multi-story car park or garage, within an enclosed environment, within a car wash or any place with poor air circulation, etc.).

Please do not use Remote Engine Start when a person, child or pet is in the Vehicle.

Please do not use Remote Engine Start while the Vehicle is being serviced or repaired. Limbs could be crushed or trapped if the engine is started unintentionally during service or maintenance work.

Please make sure nothing (snow etc.) is blocking the muffler of the Vehicle before using Remote Engine Start.

Please make sure no body cover is being used on the Vehicle when using Remote Engine Start.

Please make sure to inform the Sub-Users of the above messages in advance.

3.12 Intentionally left blank.

### 3.13 ENERGIZING COACH

Heart rate is only displayed in the media display if it falls within a range of 30-140 bpm. Heart rate figures displayed in the media display have no medical value and are provided for informational purposes only. No claim is made, as MBJ is not responsible or liable for their accuracy.

**Note:** Available with combination of ENERGIZING COACH App, Infotainment system and wearables. The service is not available to all the wearables. For applicable

*models, please contact authorized dealers of Mercedes-Benz.*

3.14 Intentionally left blank.

### 3.15 Voice Assistant Functions

False notifications, misinterpretations, transmission errors, etc. during the usage of voice assistant functions cannot be ruled out. Therefore, the use of voice assistant functions does not obviate the need for Customers to ascertain the actual road conditions. In addition, please observe the individual (warning) messages.

### 3.16 Beginner Driver and Valet Service Mode

Users should be informed that the Vehicle's speed and acceleration are reduced if beginner driver or valet service mode are activated. Users should also be cautious as such reduction in speed and acceleration may affect the drive such as entry onto expressways and when overtaking another vehicle, as well as potential road rages and rear-end collisions. Users shall make sure to check whether the service is activated before driving. The Customer undertakes to inform any users of the Vehicle about this activated service, including the above cautions, before they start using the Vehicle.

### 3.17 Maintenance Management

By using this Maintenance Management service, in the case where a maintenance need is detected in the Vehicle, Mercedes-Benz Auto Repair Shop, pre-selected by the Customer can send the Customer a proposal in connection with the maintenance of the Vehicle (which shall not be binding on MBJ, the Mercedes-Benz Auto Repair Shop and the Customer).

**Note 1:** *The data transmitted under the Maintenance Management Service varies depending on the Communication Module in the Vehicle.*

**Note 2:** *Both Main User and Sub-user can use this service.*

**Note 3:** *The information necessary for this service is collected from the vehicle regardless of the user.*

### 3.18 Telediagnosics

With this Telediagnosics service, MBJ

records messages concerning wear and tear and failure of the Vehicle's components (brake pads, coolant and other components, which are separately designated by MBJ) to the extent these can be clearly interpreted and available through a diagnostics-based monitoring system. MBJ will transmit this information to the Mercedes-Benz Auto Repair Shop pre-selected by the Customer. This enables the Mercedes-Benz Auto Repair Shop to send the Customer notification regarding the wear and tear and malfunction of the designated components.

**Note 1:** Both Main User and Sub-user can use this service.

**Note 2:** The information necessary for this service is collected from the vehicle regardless of the user.

### 3.19 Remote Vehicle Diagnostics

This service enables the Mercedes-Benz Auto Repair Shop pre-selected by the Customer, the Mercedes-Benz Auto Repair Shop requested by the Customer for repair, maintenance or technical enquiries, or MBJ, to retrieve the technical vehicle status in the form of diagnostic data. Diagnostic data are retrieved as preparation for a reserved servicing or as diagnostic support during the workshop visit. In the event of a breakdown of the Vehicle, the Touring Support Call Center can inform a Mercedes-Benz Auto Repair Shop of the Vehicle status using the diagnostic data to facilitate a faster and more targeted repair.

### 3.20 Breakdown Management

The Vehicle can automatically detect possible breakdowns based on technical data. This Breakdown Management service (the "**Breakdown Management Service**") allows the passengers of a Vehicle for which the Digital Extras are available to call the Touring Support Call Center via the breakdown assistance call button or me button in the event of a breakdown of the Vehicle and to transmit the vehicle data necessary and appropriate for the Breakdown Management Service, which has been recorded in line with its technical design, including the current position of the

Vehicle, to the Touring Support Call Center in order to obtain necessary support.

Fees for touring support such as the fee for tow away will be charged to the Customer (however, if there is a separate agreement regarding touring support with MBJ, that agreement shall apply).

For the vehicles described in Section 19.1 of the General Part of the Terms of Use among the Vehicles, the Breakdown Management Service will be unavailable on and after Feb 1, 2024.

**Note 1:** The data transmitted under the Breakdown Management Service varies depending on the Communication Module in the Vehicle.

**Note 2:** Both Main User and Sub-user can use this service.

**Note 3:** The information necessary for this service is collected from the vehicle regardless of the user.

### 3.21 Parked Vehicle Locator

The Customer has the option of using certain Use Gateways to display a map showing the location where his/her Vehicle is parked. For data protection reasons, the Customer is able to call up the location of the Vehicle only if the Vehicle is within a distance of approximately 1.5 km.

### 3.22 Intentionally left blank.

### 3.23 Internet Radio (including the Internet Radio service of the Mercedes-Benz Apps service)

This service allows the Customer to use certain internet radio stations in the Vehicle. Depending on the infotainment system of the Customer's Vehicle, the Customer must establish a mobile data connection for the streaming of "Internet Radio" via the compatible end device.

### 3.24 Online Music

This Service enables the Customer to access his/her Third-Party Provider Account (e.g. Spotify®) via the infotainment system in the Vehicle and to control the media playback, while the Customer is logged in the User Account.

The Customer must establish a mobile data connection for the streaming of “Online Music” via the compatible end device.

### 3.25 Global Search

This service enables the Customer to receive information via the Backend about vehicle functions, other Mercedes me connect services and information from MBJ or Content Providers using a central search service. The Customer may need to establish a mobile data connection for the streaming of “Global Search” via the compatible end device.

### 3.26 Mercedes me Charge

The services separately provided by MBJ pursuant to the Terms of Use for Mercedes me Charge (the “**Membership-based Mercedes me Charge Service**”) enables the Customer to charge up certain Vehicles designated by MBJ at charging stations managed by e-Mobility Power Co., Inc. which is in alliance with MBJ for a fee, using authorization through a Mercedes me Charge Card issued by MBJ. In order to use the membership-based Mercedes me Charge Service separately provided by MBJ pursuant to the Terms of Use for Mercedes me Charge (the “**Membership-based Mercedes me Charge Service**”), the Customer needs to separately enter into a Mercedes me Charge contract with MBJ in accordance with the Terms of Use for the Mercedes me Charge Service. For details, please refer to the Terms of Use for the Mercedes me Charge Service.

### 3.27 Intentionally left blank

### 3.28 MBUX voice assistant

This service gives the Customer the option of operating various functions in the Vehicle and retrieving information from MBJ or Content Providers using voice control. Any voice control system that may be available in the Vehicle is supplemented by voice recognition outside the vehicle in the Backend.

The operation of certain topic areas may require activation of additional services. Also, for certain topic areas, such as messaging, an active Bluetooth connection between the compatible end device and the vehicle is required.

### 3.29 Map Update

This service enables automatic updates of the map data via the Communication Module in the Vehicle, or enables the Customer to update the map data for the entire country all at once, via the Customer’s operation.

Notwithstanding the above, the automatic updates of the map data are available only for certain vehicles of the Vehicles.

Further, the area to be updated must be selected on Mercedes me Portal for certain vehicles even of the Vehicles for which automatic updates of the map data are available. For details concerning such vehicles, please contact authorized dealers of Mercedes-Benz.

At the time of using the automatic updates of the map data, the second to latest version of the map data must be installed. Even for the Vehicles for which automatic updates of the map data are available, if the map data version currently installed on the Vehicle is old (i.e., the version installed is more than 2 versions prior to the current version), the updated map data may not be installed automatically, even if such updated map data is released. If the map data is not updated automatically, by downloading the latest map data from the Mercedes me portal to a USB stick drive, and then installing such data onto the Vehicle, the map data will be automatically updated, when the updated map data is released next time and later. For details, please refer to the Website.

**Note 1:** In order to update the map data for certain vehicles of the Vehicles for which automatic updates of the map data are not available, the Customer has to download the updated map data from the Mercedes me portal to a USB stick drive, and then install the data onto the Vehicle.

**Note 2:** After the expiration of the initial free service period of the Complimentary Digital Extras, map updates may be available by extending the license period for a fee. Please note that map updates are not available for some vehicles that are incompatible with the Digital Extras (Mercedes me connect), even if they have suitable software installed for map updates.

For details, please refer to the Website.

Amended in Apr 2024

**Note 3:** Information about map updates can be found at the following sites.

<https://www.mercedes-benz.co.jp/passengercars/services/accessories-content/navigation.html>

### 3.30 Accident Recovery

The Accident Recovery Service Agreement shall be entered into between the Vehicle Owner and Bosch in accordance with the terms and conditions determined by Bosch. The Accident Recovery Service shall be provided by Bosch directly to the Vehicle Owner who entered into the Accident Recovery Service Agreement. MBJ shall not have any obligation or liability with respect to any services or information provided by Bosch in connection with the Accident Recovery Service. Please refer to Section 18 of the General Part of the Terms of Use for the other relevant terms.

For the vehicles described in Section 19.1 of the General Part of the Terms of Use among the Vehicles, the contents of the Accident Recovery Service will be changed on and after Feb 1, 2024 in accordance with Section 19.1 of the General Part of the Terms of Use. For the details of the change, please refer to the Terms and Conditions set forth by Bosch.

**Note:** The information necessary for this service is collected from the vehicle regardless of the user.

### 3.31 Minigames

Minigames are the game features available in the vehicle.

The types of Minigames available may differ depending on the vehicle model and the manufacture date, and may increase or decrease at any time.

6-1 Nakase 2-chome, Mihama-ku, Chiba city, Chiba

Mercedes-Benz Japan G.K.

Enacted on July 1, 2017