

## Terms of Use for Digital Extras

Version 001.036.002.B.24-16

### 1. Scope of Application

The Terms of Use for Digital Extras set out below are an offer of Mercedes-Benz Singapore Pte. Ltd., a company incorporated in Singapore and having its registered address at 1 Gateway Drive #15-01 Westgate Tower S(608531) ("Provider") (hereinafter "Terms of Use"), and apply to the provision of telematics services, to on-demand equipment as well as to other digital content, digital products and digital services that may be purely digital or control certain functionalities of the underlying hardware ("together Digital Extras") by the Provider and their use by the Customer.

### 2. Customer, Owner, Other products

- 2.1 "Customer" is the person who fulfils the requirements of Clause 4.3 and has concluded these Terms of Use successfully and appropriately pursuant to Clause 3.1.  
A "Customer" can be either a consumer or an entrepreneur. A consumer is any natural person who concludes a legally binding transaction for purposes that cannot be attributed primarily to his commercial or independent professional activity.
- 2.2 "Holder" is the person who is registered as the person responsible for the vehicle in the relevant National Vehicle Register.
- 2.3 "Other products" are, in addition to vehicles, other products (if available in Singapore) that can be controlled using Digital Extras or enable additional functionalities.

### 3. Effective Date and Change of the Terms of Use

- 3.1 A precondition for using the Digital Extras is that the Customer has set up a Mercedes me ID and has accepted the Terms of Use online. The Terms of Use shall enter into effect between the Customer and the Provider when the Customer receives confirmation, but no later than on the date on which the Customer is able to use the respective Digital Extras for the first time.
- 3.2 Any terms and conditions of the Customer which deviate from these Terms of Use shall not apply unless the Provider expressly agrees to their validity in writing.
- 3.3 The agreement shall be concluded in English.
- 3.4 The Provider is entitled to make changes to the Terms of Use for valid reasons, in particular if so required by new technical developments, changes in jurisprudence or other equivalent reasons. If the change should lead to significant disruption of the contractual balance between the Parties, it will be waived.
- 3.5 Irrespective of the aforementioned reservation of the right to make changes and amendments to the Terms of Use, the Provider is also entitled to make changes and amendments to the Terms of Use if the Provider notifies the Customer in text form

(including by email, SMS and message in the Mercedes-Benz mailbox) at least two weeks before the date on which the change or amendment takes effect (calculated from the date on which the Customer receives the notification). The amended Terms of Use are deemed to have been accepted if the Customer does not object to them within two weeks of the receipt of the notification. The Provider will inform the Customer separately of this legal consequence in its notification.

### 4. Scope of the Offer

- 4.1 When the respective Terms of Use enter into effect, the Customer may be entitled to use certain Digital Extras free of charge for an initial period of time, provided that they are offered. The Customer can obtain more information on the personal profile on the Mercedes-Benz website specified in Clause 17 ("Customer Portal").
- 4.1A From 7 September 2022 onwards, if (a) a vehicle is linked to a User Account for the first time; or (b) if a vehicle was unlinked and subsequently linked again to a User Account, all free of charge Digital Extras that are technically available for activation at that time will be activated for such vehicles.
- 4.2 The Customer may furthermore acquire the right to use Digital Extras subject to a charge ("chargeable Digital Extras") together with the purchase of the vehicle or via the Mercedes-Benz Store. The additional terms and conditions agreed for the sale of the Digital Extras shall apply to the purchase of the Chargeable Digital Extras and, in the event of purchase via the Mercedes-Benz Store, the General Terms and Conditions of the Mercedes-Benz Store shall apply. These Terms of Use apply to the use of the Digital Extras by the customer.
- 4.3 The Digital Extras are intended for natural persons whose permanent place of residence (registration address) is in Singapore and are either themselves the holder of the vehicle or owner of other products with which the Digital Extras are to be used, or are authorised by the holder for the use of the vehicle or other product including the Digital Extras.
- 4.4 Digital Extras that require a linked vehicle (see Clause 5.3) apply only to the vehicle concerned (e.g. charging services, streaming services) and are not transferable to other vehicles. Furthermore, all of these services may only be used for the purpose shown in the service description. The same applies to other products linked to the user account.
- 4.5 The description of the individual Digital Extras, i.e. the scope of services, usage requirements, availability and any further information, can be found in the Customer Portal, the apps, the vehicle order including Digital Extras or in the Mercedes-Benz Store. The scope of services may differ depending on the vehicle type and equipment, or depending on the type of other product and equipment. The provider reserves the right to

further develop the Digital Extras at any time, and to add, change or remove individual functions. The adjustment will only be made if there is a valid reason and the customer does not incur any additional costs. The following circumstances may lead to an adjustment of the Digital Extras: Adaptation to a new technical environment, adaptation to an increased number of users, adaptation for important operational reasons, further development of Digital Extras, adaptation owing to new legal requirements and supreme court rulings or other equivalent reasons.

- 4.6 Subject to Clause 4.15, the Digital Extras are available geographically in Singapore only. The service description shows which Digital Extras are geographically limited or not available during certain times. If the vehicle or other product is used in a different country from the country of domicile (e.g. cross-border vehicle use), or the vehicle or other product has been imported from a country different from the country of domicile, it is possible that the Digital Extras may be impaired or inoperative due to country-specific technical equipment of the vehicle (e.g. communication module), the country-specific availability of services of third-party companies which are engaged by the Provider for the purposes of, and/or to assist in the provision of, the Digital Extras ("Third-Party Content Providers") or for legal or regulatory reasons.
- 4.7 For the Digital Extras, the provider shall provide the customer with the Customer Portal, the apps or other means of access (cf. Clause 4.9), via which the customer can set up an interface and manage Digital Extras online ("User Account").
- 4.8 The Customer can link up to twenty (20) vehicles with his User Account and may unlink these again at any time. Digital Extras apply to respectively one vehicle and may not be transferred to other vehicles. The linking (connection) and unlinking (disconnection) of the vehicle or other products are regulated by Clause 5.3.
- 4.9 The customer may operate and use the Digital Extras via the means of access listed below (collectively "Means of Access"): a) via the infotainment system in the vehicle, b) online in the Customer Portal and/or c) via mobile applications using compatible devices ("apps" or "App"). The means of access available for each service is indicated in the respective description of the Digital Extras in the Customer Portal, the apps and/or in the Mercedes-Benz Store. The right to make changes to the means of access is reserved, provided that the change is reasonable for the customer.
- 4.10 The customer can delete the apps at any time. In this case, the Digital Extras are no longer available to the customer via the apps. Changes to the compatible end device (e.g. OS updates, jailbreak) may also prevent further use of the apps. Note: Any obligations to the Provider for payment of the fees for chargeable Digital Extras shall

remain unaffected by deletion of the Apps or by the described changes to the compatible end device.

- 4.11 The Customer has the possibility to activate individual Digital Extras or deactivate individual Digital Extras. In the case of an activated Digital Extra the Customer can use the Digital Extra. If a Digital Extra is deactivated, then the Digital Extra will not be available to the Customer during that time. As a rule, new Digital Extras will only become active when they are activated by the Customer.

Note: Any obligations for payment of the fees for chargeable Digital Extras will remain unaffected by a deactivation of the Digital Extras.

- 4.12 If the customer cancels the purchase of a chargeable Digital Extra, if a chargeable Digital Extra expires or if the Digital Extra is terminated, the provider shall be entitled to deactivate the Digital Extras concerned.
- 4.13 The Provider also reserves the right to deactivate the Digital Extras for important reasons (e.g. data security, security problems at Third-Party Content Providers).
- 4.14 The display in the instrument cluster of the vehicle or in the other product's display takes precedence over all other information channels, such as the display of the customer's means of access. The information displayed in the infotainment system or in Apps is not binding, may be incomplete, incorrect or not up-to-date in whole or in part, and applies at the time of retrieval.
- 4.15 The provision and use of the Digital Extras may be subject to limitations and inaccuracies that are beyond the control of the Provider, taking into account the current state of technology. In individual cases, this may result in deviations between the display of vehicle operating data in the vehicle (e.g. in the infotainment system) or, if available, in the display of the other product from those in the customer's respective means of access. This applies in particular to the availability of a wireless data connection, network coverage, GPS and internet access provided by cell phone providers. For example, Digital Extras are spatially restricted to the reception and transmission range of the radio stations operated by the respective mobile communications provider. In individual cases, the unavailability of the mobile network may mean that individual Digital Extras are not available because the necessary data transfer cannot take place. Moreover, Digital Extras can be adversely affected by atmospheric conditions and topographical features or by obstacles (e.g. bridges, tunnels, buildings). The same applies to GPS. Other adverse circumstances, such as network overload, may impair the use of the internet. In addition, short-term capacity bottlenecks may result from peak loads on Digital Extras, mobile and fixed networks, and the internet. The mobile connection between the vehicle and the back end,

which is currently provided via an external telecommunications operator and its roaming partner, is currently based on an annual average service availability of 97.0%. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded.

When using data via the mobile communication services, the users who are logged-on share the available bandwidth ("shared medium") in the mobile communication cells. The transmission rate actually achievable during data usage also depends on the respective technology available on site, the transmission rate of the server selected for providing the corresponding Digital Extras, the occupancy/capacity utilization of the mobile communications network by the number of users in the respective mobile communications cell, the distance to the antenna and the movement of the user. Disruptions may further arise for reasons of force majeure, including strikes, lockouts and official orders, as well as due to technical and other measures (e.g. repair, maintenance, software updates, extensions) that occur at the provider's facilities or those of upstream and downstream service providers, content providers and network operators that are required for the proper or improved provision of the Digital Extras.

The use of the Digital Extras via the apps may also be subject to restrictions and inaccuracies owing to unavailability, or owing to impairments or malfunctions of the apps or the compatible device (e.g. owing to force majeure or to technical and other measures such as maintenance, software updates, enhancements for the apps).

- 4.16 For some Digital Extras (e.g., Internet Radio, Live Traffic, Car-to-X Communication), the information available through the Digital Extra is created by third party content providers and may be incomplete, inaccurate, out of date or unavailable in whole or in part. The Provider assumes no responsibility for checking whether the information is complete, accurate or up-to-date, or for completing, correcting or updating it, or for making sure that the information is available or is made available in a certain quality. The customer shall use the information and make decisions based on it on his/her own responsibility; accordingly, it is incumbent on the customer to review whether or not the information is complete, correct, up-to-date, and available in a quality sufficient for his/her needs.

- 4.17 To prevent malfunctions in the workshop process during a stay in the workshop, Digital Extras may be temporarily unavailable or only available to a limited extent.

Maintenance and repair work carried out on the vehicle during the workshop visit can also generate data that leads to incorrect status and diagnosis messages via different Use Gateways. As a result, the Customer may receive erroneous offers for maintenance services or an erroneous

request to arrange an appointment from the Mercedes-Benz partners who are responsible for providing repair and maintenance services for Mercedes-Benz vehicles. It may be necessary for the Customer to activate the Digital Extras again following the workshop visit.

- 4.18 The Digital Extras require a fully functioning power supply in the vehicle from the vehicle battery or the other product. 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 long periods, this may cause the communication module ("Communication Module") in the vehicle to shut down and thereby disrupt the mobile data connection to the vehicle until the next time the vehicle is manually started up.

- 4.19 The Provider shall provide software updates for the Digital Extras and the functions of the vehicle or other product to maintain safety and conformity with the contract within a reasonable period of time from the effective date of the Terms of Use and the linking of the vehicle or other product. Furthermore, there is no entitlement to software updates that go beyond the maintenance of contractual conformity or security updates, for example by improving or expanding Digital Extras and providing or enabling new functions of the vehicle, the other product and the Digital Extras. The Customer agrees that software updates offered for download via the integrated (vehicle) SIM card or Customer's own data connections will be executed automatically. For this purpose, the automatic download and installation of software updates is preset in the vehicle or other product, as far as technically possible. If a software update is not carried out automatically, it is only carried out after installation by the Customer. The Customer acknowledges that the performance or functionality of Digital Extras, the vehicle or the other product may be impaired if software updates are not installed on time or properly. The Provider is not liable for a defect that is based on the fact that the Customer has not installed software updates or has not installed them properly. With each software update, the Provider will inform customers that a software update is being provided, what it contains, the consequences of failing to install it and how to install it. The Provider reserves the right to make changes to the scope of services of the Digital Extras and functions of the vehicle or other product in accordance with the provisions of Clause 4.5, including by means of software updates.

- 4.20 The software updates are subject to the availability and limitations of the selected data connection and the equipment in the vehicle or

other product. This means that the time it takes to download and install any software can differ from vehicle to vehicle and can take anywhere from a few minutes to several hours. The Customer is aware that downloading software updates via the Customer's own data volume may incur additional costs with the Customer's network providers. For technical reasons, some software updates can only be carried out in the workshop.

- 4.21 The Customer is not entitled to obtain the software updates by other means (e.g. through Mercedes-Benz branches and authorised dealers that participate in the sale of the Digital Extras (both "Participating Partners")). While the software updates are downloading and installing, the functionality of the vehicle or individual components (e.g. the infotainment system or Communication Module) or the other product may be functionally restricted for a certain period of time. In the unlikely event that a fatal technical error occurs during the installation of the software update, the functionality may continue to be restricted and a workshop repair may be needed.

## **5. Requirements for Use**

- 5.1 The use of the Digital Extras requires the permanent acceptance of these Terms of Use and the Mercedes me ID as amended from time to time (Clause [3.1](#)), the permanent linking (Clause [5.3](#)) of the vehicle or the other product with the user account and, where applicable, activation of the Digital Extras (cf. Clause [4.11](#)). After the initial term has expired, the Digital Extras can be extended in the Mercedes-Benz Store for a fee, provided they are still offered for the corresponding vehicle or other product at that time. In addition, further conditions of use may be necessary for the use of some Digital Extras, e.g. the conclusion of a contract with a third party (see Clause [5.5](#)), a compatible product (e.g. smartphone, smartwatch) or the Customer's own data volume. Furthermore, for vehicles, the connection of the communication module to the mobile phone network, including the emergency call system, depends on the respective network coverage and availability of the network provider.
- 5.2 The Digital Extras are available in Mercedes-Benz vehicles of newer model series that are equipped with an integrated communication module. Some of the Digital Extras are based on a hardware component or require additional special equipment in the vehicle or in the other product. The Digital Extras for other products require that pre-installation for remote functions via the Mercedes-Benz App is available. Details and any further requirements for use can be found in the respective service description. For certain functions and Digital Extras, the vehicle must have a mobile data connection between the vehicle and the backend, as well as the customer's compatible

device. In addition, the vehicle must be equipped with an infotainment system.

For data transmission to the CAC, it is necessary that the customer's compatible device is GPS-enabled and GPS is activated. Additional usage requirements or deviations may result from the description of the respective Digital Extras.

- 5.3 In order to use the Digital Extras for a vehicle, the vehicle must be linked to the user account and remain linked ("Linking"). The same applies to other products. Linking is carried out locally by Participating Partners or online via the user account. The Customer can find further information on this in the Customer Portal or from Participating Partners

Only one customer can be assigned to each vehicle and each other product as the main user at any one time. However if the customer is an entrepreneur, several main users can be created for each vehicle. Additional vehicle users may be registered as "co-users" as defined in Clause 11.1. The unlinking of a vehicle or other product takes place by the Customer either removing the vehicle or other product from his user account, or requesting unlinking in text form (including e-mail) by a Participating Partner or the CAC ("CAC") referred to in Clause 17.2. With the unlinking, the Digital Extras in the affected vehicle or other products are deactivated for the customer.

- 5.4 Note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by any unlinking.-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 Participating Partners or online via the App. The Customer will be informed of the necessity of the identity check when activating all Digital Extras or the corresponding Digital Extra. The Digital Extras 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.

- 5.5 In order to use Digital Extras which integrate services of other companies ("Third-Party Content Provider"), the Customer shall conclude a separate agreement with the respective Third-Party Content Provider at the terms and conditions of the respective Third-Party Content Provider. Under certain circumstances the Customer must set up a personal user account ("Third-Party Content Provider Account"). Furthermore, for certain services, the Customer must conclude an agreement with a mobile communications provider independent from the Provider. The Provider assumes no responsibility for the services of the Third-Party Content Provider and mobile communications provider.

- 5.6 Use of the Digital Extras via Apps requires a compatible end device and a mobile data connection, and the App must be obtained and installed on the compatible end device.

- 5.7 In addition, use of the Digital Extras also requires regular updates of the Apps when such updates are available.

5.8 Not Used

## **6. Not Used**

## **7. Fees and Costs**

- 7.1 The conclusion of the Terms of Use is not associated with any fees. The fees for the chargeable Digital Extras apply to the order for vehicles incl. Digital Extras or are those displayed in the Mercedes-Benz Store.

To be able to use the Digital Extras in the vehicle which are based on a hardware component in the vehicle, special equipment for the vehicle 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 of the Digital Extras and/or the order for vehicles incl. Digital Extras. Apps are provided to the customer free of charge.

- 7.2 Any costs for the mobile data connection between the vehicle and the backend will generally be borne by the Provider.

The foregoing paragraph does not apply to Digital Extras for which the Customer must purchase a volume of data separately from a mobile service provider. The costs for the purchase of the data volume depend on the respective mobile service provider's tariffs; higher fees may be incurred abroad.

- 7.3 Any costs for the mobile data connection that are incurred when the Customer using his compatible end-device or other media and telecommunications equipment accesses the Customer Portal or his User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by his own service provider.

- 7.4 Any costs for the use of services from Third-Party Content Providers shall be borne by the Customer.

## **8. Obligations of the Customer**

- 8.1 The Customer warrants that he is either the owner of the vehicle or that the vehicle's owner has permitted him to use the vehicle and thus also to use the Digital Extras in the vehicle (e.g. driver of a company car). In the case of other products, the Customer warrants that he is either the owner of the other product or that the owner has authorized him to use the other product and the available Digital Extras.

The Customer warrants that his profile data, specifically the name, address (and email address or mobile telephone number) and date of birth, reported to the Participating Partner and entered in his User Account, are always true and complete and comply with all legal requirements and the applicable contractual provisions. The Customer

shall inform the Provider of any changes to these data without undue delay. The same applies to all other data, which has been posted voluntarily. For certain vehicles, a pin-protected profile of the Customer is created automatically when the vehicle is linked.

If the data are incorrect and communication with the Customer is therefore not possible, the Provider reserves the right to block the Digital Extras.

Note: Any obligations for payment of the fees for chargeable Digital Extras will remain unaffected by the disconnection.

- 8.2 To receive notifications via the Apps for individual Digital Extras (e.g. theft and collision monitoring, charging), the customer must be logged into the corresponding App and have activated the notification function.

- 8.3 The Customer shall without undue delay have the vehicle disconnected from the Digital Extras in accordance with Clause 5.3, if he is no longer entitled to use the vehicle (e.g. because it is sold or he has lost his right to continue using the company or leased car) or if this vehicle has been destroyed. The same applies to other products that are linked to the user account.

If the Customer does not fulfil his obligation to disconnect the vehicle or other linked products and another person successfully authenticates himself in accordance with Clause 5.3, or if the holder or Owner of the vehicle reports that the Customer is no longer authorised to use the vehicle, then the Provider will disconnect the vehicle in accordance with Clause 5.3 without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under Clause 8.8 shall remain unaffected.

- 8.4 The Customer shall keep all access details and passwords necessary to use the Digital Extras safe, not disclose them to third parties, and prevent them from being misused. In particular, the Customer shall not use the same combination of email address and password for accessing the User Account that he uses for other online services. The Customer shall also impose the above obligation on any "Co-Users" as defined by Clause 11.1.

- 8.5 The Customer will be entitled to use the Digital Extras only if he complies with all legal requirements and does not pursue any purposes in breach of the Terms of Use or applicable law.

- 8.6 If the Customer establishes that the Digital Extras have been used in breach of the Terms of Use or that an unauthorised third party has carried out an inadmissible activity on the mobile network provided for the Digital Extras, the Customer must inform the Provider accordingly without undue delay via his User Account or by contacting the CAC using one of the methods described in Clause 17.

- 8.7 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 reproduced.
- 8.8 The Customer shall be liable to the Provider for any loss or damage arising from his violation of the obligations under the Terms of Use in accordance with the statutory provisions.
- 8.9 To the maximum extent permitted by applicable laws, the Customer shall indemnify the Provider from and against any and all claims (including but not limited to third party claims), damages, demands, losses, actions, judgments, costs (including costs on an indemnity basis), fines and/or levies, paid or incurred, directly or indirectly, in connection with, arising from or in relation to a breach of statutory provisions, third-party rights, or the Terms of Use by the Customer.
- 8.10 The Customer is responsible for storing any data as needed on its compatible end-devices.
- 8.11 If the Customer provides the vehicle to another vehicle user for their use, the Customer is obliged (i) to inform the other vehicle user about the Digital Extras and the associated data collection, use, disclosure and transmission prior to the start of the journey, obtaining the other user's consent and advising them of the option to deactivate the Digital Extras, and (ii) to deregister from his connected Third-Party Content Provider Account or deactivate the Digital Extras in order, for example, to prevent any misuse by another vehicle user. Prior to the drive, the Customer must check whether the Digital Extras and function needed by him are activated.

## **9. Provisions on Digital Extras that constitute intermediary services**

- 9.1 The Provider may provide individual digital extras and functions which are intermediary services. This applies, for example, to such Digital Extras and functions in which information provided by customers or third parties is stored and/or published on their behalf. In this case, the following provisions apply.
- 9.2 The Provider reserves the right to block the Customer or take other appropriate measures if there are signs of misuse of the respective Digital Extras or functions or use that violates the provisions of these Terms of Use. In particular, use shall be deemed improper if the Customer uses the Digital Extras and functions or information provided therein for purposes other than the intended use, uses the Digital Extras and functions for illegal purposes or purposes that infringe the rights of the Provider or third parties, or uses them in non-compliance with other guidelines provided by the Provider.
- 9.3 The Customer may only transmit content that he has created himself or for which he holds all necessary rights.
- 9.4 In particular, such Digital Extras and functions may not be used to disseminate information that meets

the following criteria: racist, hateful slogans; the provision of false or otherwise incorrect information; insulting, abusive, harassing, hateful, obscene, threatening or otherwise offensive information; political discussions and campaigns; note on encouragement and incitement to criminal offenses and violations of the law; promotional appeals; information about competitors, in particular about other car manufacturers; information that violates legal requirements or does not adequately comply e.g. with or implement applicable requirements (in the case of labeling or transparency obligations); information whose provision violates legal requirements or does not adequately comply with or implement applicable requirements (e.g. in the case of labeling or transparency obligations); information whose provision is a criminal offense or misdemeanor.

9.5 Not used.

9.6 If the Customer uses Digital Extras to transmit information described in Clause 9.4, the Provider reserves the right to block or delete such content immediately (even temporarily if necessary) and to take all other necessary steps. Where necessary or appropriate, the following measures will be taken, possibly cumulatively, depending on the severity, frequency and number of the violation(s):

- 9.6.1 temporary or permanent deletion of corresponding content;
- 9.6.2 temporary blocking of the respective Digital Extra or function for the respective Customer in connection with which the respective violation occurred, and inactivation of the associated content; depending on the severity, frequency and number of the violation(s), the blocking will take place for a period of 1 month, but possibly also for a longer period of up to several months.
- 9.6.3 in the case of particularly serious violations, the permanent blocking of the respective Digital Extras or the function for the respective Customer in connection with which the Terms of Use have been violated, if the continued provision is not reasonable for the Provider, taking into account the interests of both parties;
- 9.6.4 temporary blocking of the user account or user access to the entire range of Digital Extras offered under these Terms of Use and inactivation of the associated content if this is necessary owing to the type, severity, frequency and number of the violation(s); the blocking shall take place for a period of 1 month, depending on the type, severity, frequency and number of the violation(s), but possibly also for a longer period of several months;
- 9.6.5 in the event of particularly serious violations, the permanent blocking of access to the entire range of Digital

Extras offered under these Terms of Use for the respective Customer, if further provision is not reasonable for the Provider after weighing up the interests of both parties, including the inclusion of access data, in particular the e-mail address provided and other master data for identifying customers, on a blacklist with the consequence that new access to use or content cannot be created.

- 9.7 Any obligations to pay fees for chargeable Digital Extras remain unaffected by the measures taken in accordance with Clause 9.6.
- 9.8 In cases of Clause 9.6.5, the Provider has an extraordinary right of termination with regard to these Terms of Use and thus the Customer's access to the Digital Extras included therein. The provisions on termination in Clause 10 shall otherwise remain unaffected.
- 9.9 Where legally required, the Customer will be informed of the decision by the Provider and given the opportunity to comment. After further comment, the Provider will review the decision again and has the sole discretion to make a final decision on how to deal with the content concerned. Depending on the case, the moderation measures mentioned in Clause 9.6 will be taken. The Customer may receive a notification/email about the moderation decision made, including a justification.
- 9.10 Not used.

## **10. Term and Termination**

- 10.1 The Terms of Use have an unlimited term. The term of the Digital Extras is set forth in the respective description of the Digital Extras or the agreement between the Customer and the seller of the chargeable Digital Extras. Digital Extras that can be subscribed to for a specific term will end at the end of the term and will be deactivated.
- 10.2 The Provider may terminate the Terms of Use at any time with a notice period of 30 days, but at the earliest on expiry of the last chargeable Digital Extra. Chargeable Digital Extras shall end with the expiration of the posted term of use. Free Digital Extras can be terminated by the Provider at any time with a reasonable period of notice. The Provider will give notice of termination in text form (including by email, SMS and a message in the Mercedes-Benz mailbox). The Customer may terminate the Terms of Use at any time without notice. The Customer can issue the termination by clicking on the Terms of Use in the User Account, by deleting the User Account or in text form (including by email) addressed to the CAC. If the Customer cancels the Mercedes Me ID, this will also lead to a termination of these Terms of Use.
- Note: Any obligations to the Provider for payment of fees for chargeable Digital Extras will remain unaffected by a termination of the Terms of Use or individual Digital Extras by the Customer.

Note: The deletion of Apps in accordance with Clause 4.10 and the deactivation of the Digital Extras in accordance with Clause 4.11 do not constitute termination. Instead, notice of termination must be given via the Customer's User Account or in text form (including email) to the CAC.

- 10.3 If a Customer who uses the Digital Extras via the Apps moves his/her domicile to a country in which the Apps are not available, the Customer can no longer use the Digital Extras via the Apps.
- Note: Any obligations for payment of fees for chargeable Digital Extras will remain unaffected by any change of domicile.
- 10.4 A cancellation of the Terms of Use for an important reason remains unaffected. Important reasons for termination by the Provider particularly include contravention of these Terms of Use and misuse of Digital Extras. The Provider shall give notice of termination for good cause in text form (including email, SMS and message in the Mercedes-Benz mailbox), and the Customer shall do so via his User Account or in text form (including email) to the CAC.
- Note: Any obligations for payment of fees for chargeable Digital Extras will remain unaffected by a termination of the Terms of Use or individual Digital Extras for cause by the Provider.
- 10.5 In the event of a termination of the Terms of Use or individual Digital Extras, the relevant Digital Extras will be deactivated in the affected vehicles or for the other products. The Customer's User Account shall continue to exist even after the termination of the Terms of Use until it is deleted.
- 10.6 The Provider may transfer all rights and obligations arising from the contract to a third party or another Mercedes Benz Group AG affiliate located in Singapore ("Contract Transfer"). The Provider shall notify the Customer of the Transfer of Contract in advance in text form (including e-mail, SMS and message in the Mercedes-Benz mailbox) with a notice period of one month. In this case, the Customer is entitled to terminate the contract with immediate effect within this period of two months after the announcement of the Contract Transfer. The Customer will give the notice of termination via his User Account or in text form (including email) to the CAC.

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

- 11.1 To enable other persons to access Digital Extras, the Customer may authorise these other persons as co-users ('Co-Users') in his User Account. To use the Digital Extras as Co-Users, these other persons must also hold a User Account and confirm online that the Customer has authorised them.
- To use the Digital Extras as Co-Users via Apps, these persons must also purchase Apps and install them on a compatible device.
- 11.2 Co-Users can view, operate and use certain Digital Extras in exactly the same way as the Customer via

their Use Gateways (e.g. to query as to the vehicle's status, program the auxiliary heating). However, only the Customer is able to purchase Digital Extras, terminate the Digital Extras, activate and deactivate the Digital Extras, and link and delink the vehicle or other product.

When functions are being programmed, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or the Co-User. However, Co-Users cannot activate or deactivate the Digital Extras. The scope of the Digital Extras may vary for the Co-User.

- 11.3 The Customer can revoke the authorisation of a Co-User at any time via his User Account.

## 12. Liability

- 12.1 Notwithstanding any other provision of these Terms of Use, to the maximum extent permitted under applicable law, in no event shall the Provider be liable to the Customer for:

- 12.1.1 any loss, damages or expense caused by or attributable in whole or in part to the Customer's own act, omission, default or failure to perform its obligations hereunder;
- 12.1.2 any indirect, incidental, consequential, special or exemplary costs, claims, expenses, loss or damages, even if informed of the possibility of such costs, claims, expenses, loss and damage; or
- 12.1.3 any loss of revenue or business opportunities, lost profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment.

- 12.2 In the event that the Provider is liable in accordance with applicable laws for damages caused by negligence, the liability of the Provider shall, to the fullest extent permitted by applicable laws, be excluded unless material immanent obligations arising from the use of the Digital Extras have been violated, in particular those which are imposed upon the Provider in accordance with the spirit and purpose of the Terms of Use or whose performance is a prerequisite for the due and proper performance of the Digital Extras, where the Customer regularly relies and ought to be able to rely upon compliance with such obligations. This liability is limited to typical damage foreseeable at the time the Terms of Use take effect.

- 12.3 Regardless of the issue of fault, this shall not prejudice the liability of the Provider if the Provider has provided a guarantee or accepted a procurement risk.

- 12.4 Personal liability on the part of the legal representatives, vicarious agents and employees of the Provider shall, to the fullest extent permitted by applicable laws, be excluded in cases of damage resulting from the Provider's negligence.

- 12.5 The limitations of liability set forth in this clause do not apply to damages resulting from a grossly

negligent or intentional breach of obligations by the Provider, or in the event of death or personal injury.

## 13. Data Protection and Data Security

- 13.1 The Provider takes the protection of the personal data of the users of the Digital Extras seriously and gives due consideration to the protection of the user's privacy when collecting, using and disclosing such personal data.

- 13.2 Further details concerning the data processing, data protection and data security are provided for the Customer in the Privacy Notice for Digital Extras. The Customer hereby consents to the Provider, its related corporations and their respective business partners and agents collecting, using and disclosing the Customer's personal data for the purposes set out in the aforesaid privacy notices, which the Customer has read and understood.

## 13.3 Not Used

## 14. Final Provisions

- 14.1 The exclusive place of jurisdiction for all present and future claims arising from or connected with the Terms of Use is Singapore.

- 14.2 This relationship between the Customer and the Provider is governed and construed in accordance with the laws of the Singapore.

- 14.3 Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions herein will not be affected thereby.

## 15. Not Used

## 16. Not Used

## 17. Identity of the Provider; Contact Details

- 17.1 The Digital Extras are an offer of, and the responsible party is, Mercedes-Benz Singapore Pte. Ltd., 1 Gateway Drive #15-01 Westgate Tower, Singapore (608531).

- 17.2 Contact details of the CAC:

Contact support form	Phone No.*
<a href="https://www.mercedes-benz.com.sg/passengercars/content-pool/marketing-pool/contact-forms/mercedes-me-support.html">https://www.mercedes-benz.com.sg/passengercars/content-pool/marketing-pool/contact-forms/mercedes-me-support.html</a>	(+65) 18003297540

\*Free of charge from landline, mobile phone charges may differ.

Customer Portal: Please visit <https://www.mercedes-benz.com.sg/passengercars/buy/digital-extras-overview/id.html> and click "Go to Mercedes me ID" to access the Customer Portal.

Mercedes-Benz Singapore Pte. Ltd.  
UEN: 199000355E



The data services and functions for some Digital Extras are based on technical applications and data from Third-Party Content Providers. The (licence) terms and conditions of the Third-Party Content Providers can be found under:

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

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

<https://opendatacommons.org/licenses/odbl/1-0/> (OpenStreetMap database)

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

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

## Further Notes for Digital Extras

### 1. Preamble

The Provider has high standards in respect of the quality and safety of its products. As a result it has developed, among others, appropriate measures and safety precautions for each individual Service. This however does not release the Customer from personal responsibility for proper behaviour in road traffic and lawful conduct, especially in the view of the fact that accident events in road traffic are frequently caused by excessive visual distractions from information, communication, and entertainment media and devices while driving.

### 2. General Notices

- 2.1 If Customers operate and use integrated information systems and communication devices in the vehicle, they can be distracted from the surrounding traffic and lose control of their vehicle. Therefore, only use these systems and devices if the traffic situation allows it. If this cannot be ensured, stop the vehicle in accordance with traffic regulations and make the entries in the stationary vehicle – in accordance with the road traffic regulations.
- 2.2 The Digital Extras being offered do not release the driver from the responsibility to continuously control their own behaviour, in particular in consideration of the safety of others, and to conduct himself in a manner that does not hurt, jeopardise or impair and harass others more than is unavoidable under the circumstances. Moreover, these Digital Extras do not relieve the Customer from their responsibility and accountability for ensuring the roadworthiness and road safety of the vehicle. The same applies to any requirements for maintenance and repair work. The Provider does not accept any liability for failure to carry out required maintenance and repair measures.
- 2.3 There is a risk of accident and injury for unsupervised children and animals in the vehicle.
- 2.4 Legal country-specific regulations must be observed at all times. Use of mobile phones and smartphones (and the corresponding Apps) is subject to the regulations of the Road Traffic Act and regulations, among others.
- 2.5 To the extent possible, voice control actions and/or read-aloud functions are to be given preference during the trip.
- 2.6 The Provider refers expressly to the operating instruction, including all warnings contained therein, which must be observed. Please also refer to the App and/or the operating instructions for further information about the Digital Extras.
- 2.7 Involvement of Third-Party Content Providers  
The Provider is not responsible or liable for the services of third parties.  
Where the information available about the individual Service comes from Third-Party Content Providers, the Provider gives no guarantee of their content, accuracy, current validity, completeness and availability. The Provider also accepts no obligation to check the information for accuracy, current validity, completeness and availability, to correct, update or complete the

information or to ensure that the information is available or provided at a specific level of quality. The Provider has no influence on the operation or functionality of the corresponding Third-Party Content Provider technical applications. The Third-Party Content Providers may change or discontinue the functionality or individual functions of their services. Some of the functions of the Third-Party Content Providers may not be available everywhere. Therefore, the Customer has independent responsibility for the use of the information and their 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 Content Providers. The Customer is obliged to withdraw the Third-Party Content Provider's activation on the Customer Portal if he learns of security problems with the Third-Party Content Provider or in the event of loss of their access data at the Third-Party Content Provider.

2.8 False or incorrect messages as well as disturbances and loss of a connection to the server due to force majeure, technical conditions or other reasons cannot be excluded. Please also note the displayed time stamp of the last update for this purpose.

2.9 Vehicle status queries by means of "Geofencing" are not always 100% reliable despite the available standard of technology. Under certain circumstances, it may not be possible to transmit data in full or in part (e.g. in a multi-storey car park). 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 their responsibility to recheck.

2.10 The display in the vehicle's instrument cluster has precedence over all other information channels. The information displayed in the infotainment system or in Apps is not definitive and may in full or in part be incomplete or incorrect or not up to date.

2.11 Only approved and technically perfect adapter cables are recommended.

2.12 The Provider reserves the right to restrict or deactivate individual Digital Extras in justified cases (in particular in the event that a security problem with the Third Party Content 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 content 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 not up-to-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 "parking brake applied" status information does not provide information as to whether the parking brake is sufficiently tight.

## Privacy Notice for Digital Extras

Mercedes-Benz Singapore Pte. Ltd. appreciates your interest in our company and our products and services. The protection of your private data is important to us and we want you to feel at ease when using our products and services. The protection of your privacy when collecting, using and disclosing your personal data is an important concern to which we pay special attention in our business processes. We collect, use, disclose and/or process personal data in accordance with the Singapore Personal Data Protection Act (No. 26 of 2012) ("PDPA").

This Privacy Notice informs you about the ways in which we will collect, use, disclose and/or process your data if you use our Digital Extras. Our data protection policy is based on the PDPA.

Insofar only as the Singapore PDPA applies, by registering for the Digital Extras and using the same, you agree and consent to Mercedes-Benz Singapore Pte. Ltd. and its respective representatives and/or agents (collectively referred to herein as "Provider", "us", "we" or "our") collecting, using, disclosing and sharing amongst ourselves your personal data (as defined in the PDPA), and disclosing such personal data to the Companies' authorised service providers and relevant third parties in the manner set forth in this Privacy Notice.

This Privacy Notice supplements but does not supersede nor replace any other consents you may have previously provided to Provider in respect of your personal data, and your consents herein are additional to any rights which any of the Companies may have at law to collect, use, disclose and/or process your personal data.

### 1. When does this Privacy Notice apply?

- 1.1 This Privacy Notice applies for the provision of the Digital Extras by the Provider and their use by the Customer and other drivers who the Customer allows to use the vehicle or individual functions.
- 1.2 The "Customer" (also referred to as "you" or "your") is the vehicle user, within the meaning of Clause 2.1 of the Terms of Use, who has registered with the Provider and accepted the Terms of Use. "Co-Users" are any other vehicle users who have been registered as co-users by the Customer within the meaning of Clause 11.1 of the Terms of Use.
- 1.3 **If you allow another driver to use the vehicle, you are responsible for informing the other driver about the data processing on the terms contained in this Privacy Notice before the start of the journey and securing his consent thereto, and this Privacy Notice shall apply to him as if he were a Customer.** If you provide us with any personal data relating to a third party (e.g. information on your customers, spouse, children, parents, and/or employees), by submitting such information to us, you represent to us that you have obtained the consent of such third party to you providing us with their personal data for the respective purposes.

- 1.4 We may from time to time update this Privacy Notice to ensure that they are consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of this Privacy Notice as updated from time to time on our website [www.mercedes-benz.com.sg/privacy-notice](http://www.mercedes-benz.com.sg/privacy-notice) and/or <https://www.group.mercedes-benz.com/privacy>.

### 2. What constitutes personal data?

For the purposes of this Privacy Notice, "personal data" means data, whether true or not, about an individual who can be identified:

- (a) from that data; or
- (b) from that data and other information to which the organisation has or is likely to have access.

### 3. How is personal data collected and who is responsible for the processing of data?

- 3.1 The Digital Extras are provided by the Provider.
- 3.2 In order to provide the Digital Extras, the Provider uses Mercedes-Benz AG, Mercedesstraße 137, D-70327 Stuttgart, Germany ("Mercedes-Benz") as the technical service provider for operating the backend (as defined respectively in the General Part of the Terms of Use for Digital Extras) and the associated storage, provision and collecting, using and disclosing of your personal data.
- 3.3 Generally, we collect personal data in the following ways:
  - 3.3.1 when you submit any form;
  - 3.3.2 when you interact with our staff;
  - 3.3.3 when you enter into any agreement or provide other information in respect of your interactions and transactions with us;
  - 3.3.4 when you use the Digital Extras;
  - 3.3.5 when you use our technology platforms, such as websites and apps, including when you establish any online accounts with us; and
  - 3.3.6 when you submitted your personal data to us for any other reason.

### 4. What are the purposes for the collection, use and disclosure of personal data?

- 4.1 Generally, we collect, use, disclose and/or process your personal data, including the driver-related usage and vehicle data, for the following purposes:
  - 4.1.1 to provide the Digital Extras;
  - 4.1.2 to perform any of our contractual obligations to you;
  - 4.1.3 verifying your identity;
  - 4.1.4 managing the safety and security of the Digital Extras;
  - 4.1.5 responding to, processing and handling your complaints, queries, requests, feedback and suggestions;
  - 4.1.6 managing our administrative and business operations and complying with internal policies and procedures;

- 4.1.7 to optimise your vehicle's functions;
- 4.1.8 complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities; such other purposes as set out in Clauses 4.4 to 4.14;
- 4.1.9 the purposes set out in Clauses 4.15 to 4.62;
- 4.1.10 any other purposes you have agreed to; and
- 4.1.11 any purposes relating to the above.
- 4.2 Upon registration with Mercedes-Benz, personal data (e.g. name and address) of the Customer is processed for fulfilment of the contract. The linking of the User Account with the vehicle identification number (VIN), enables the use of the Mercedes-Benz Digital Extras and functions. The Customer and Co-User are able to enter voluntary data (e.g. (e.g. body height) in their User Account. The Customer can delete such data in the Customer Portal at any time.
- 4.3 In vehicle model 3, a Mercedes me ID profile is automatically created for the Customer and transferred to the vehicle once the vehicle is linked. The purpose of the profile is to store the Customer's user-based settings. The Customer's name, Mercedes me ID and, if applicable, a profile image are processed for the profile. Access to the profile is protected by a PIN. If the link to the vehicle is disconnected, the profile will be deleted from the vehicle.
- 4.4 If the Customer has a Mercedes me ID, the Customer's master data maintained as part of the Mercedes me ID as well as data from Mercedes-Benz Digital Extras the Customer has activated (e.g. settings and information from the Personalization Service such as preferred radio stations, most recent navigation destinations, etc.) will be mutually exchanged and updated for the purpose of fulfilling the respective contracts between the Provider and the Provider of the Mercedes me ID.
- 4.5 In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use, disclose and/or process your personal data. If so, we will collect, use, disclose and/or process your personal data for these additional purposes as well, unless we have specifically notified you otherwise.
- 4.6 Technical data on the vehicle conditions according to Clauses 4.15.6 and 4.17.9 of this Privacy Notice are collected, used, disclosed and/or processed by the Provider for the purposes of 12ptimizati vehicle functions, product liability obligations, and support in identifying errors and product and quality improvement.
- 4.7 Data outlined in Clause 4.17.3 is processed by the Provider to assert, exercise, and defend legal claims; to protect the data, the vehicles, the backend, and/or other information processing systems required to provide the Digital Extras.
- 4.8 In addition, the Provider may collect, use, disclose and/or process personal data of the vehicle user, which the Provider receives in connection with the provision of the Digital Extras:
- 4.8.1 to provide customer support, in particular processing of customer concerns by a service provider commissioned by the Provider and/or Service Partners. Communication usually takes place via the channel chosen by the customer when contacting us, e.g. by e-mail, in writing, by telephone;
- 4.8.2 to ensure proper system operation, especially with respect to information security and data protection; including the protection of customers and customer data, third parties, vehicles, vehicle systems and backend systems as well as other IT infrastructure (e.g. detecting, analysing, and defending against unauthorized attempts at access or manipulation, possible attacks, and malfunctions);
- 4.8.3 to prevent and investigate violations against the Terms of Use and misuse of Digital Extras or functions (e.g. unauthorized activation or use of Digital Extras, unauthorized use to disrupt the functionality of Digital Extras or functions), and may make the data available to third parties (in particular government agencies), if applicable, in order to clarify breaches of the Terms of Use, abuse of Digital Extras or attempts to access data of other Customers and/or vehicle users without 12ptimization12;
- 4.8.4 to assert, exercise and defend legal claims (e.g. document proper functioning of services and fulfil contractual obligations and other legal requirements); or
- 4.8.5 to fulfil a legal obligation.  
The data processed within the scope of the provision of the overall offering and the respective Digital Extras are also processed for the purposes stated in this clause, as well as additional data concerning information security-related events from vehicles (e.g. data on attempted access or manipulation). This processing will take place for the purpose of the contractual fulfilment (e.g. to ensure proper functioning of the offering), protection of the legitimate interests of the Provider and third parties and the fulfilment of legal obligations.
- 4.9 Furthermore, the Provider may collect, use, disclose and/or process the personal data and the usage behaviour of drivers in a pseudonymized or anonymized form for the purposes of tailoring and improving the quality of the entire range of Digital Extras, for product development (optimization and development of vehicle functions), for scientific purposes and for informing the public about the Digital Extras.
- 4.10 The Provider may disclose data, which is processed within the scope of Mercedes-Benz Digital Extras, in anonymised form to third parties or use the anonymised data for the development and realization of the Digital Extras, and may also offer to third parties (e.g. for Digital Extras that facilitate traffic safety). The Customer has the right to object

- to the data transfer for the future at any time via the User Account.
- 4.11 If necessary, the Provider may transfer to Mercedes-Benz AG:
- 4.11.1 technical data on the vehicle condition in accordance with Clauses 4.15.6 and 4.17.9 to monitor the product and use of the data to assist in error diagnostics and product and quality improvement;
  - 4.11.2 data under Clause 4.17.3 to assert, exercise and/or to defend against legal claims;
  - 4.11.3 personal data of vehicle users, which the Provider receives in connection with the provision of the Digital Extras and/or in order to fulfil its legal obligations;
  - 4.11.4 personal data of vehicle users, which the Provider receives in a pseudonymised form in connection with the provision of the Digital Extras, for the purposes of tailoring and improving the quality of the Digital Extras, product development, in particular optimisation and further development of vehicle functions, research or scientific purposes, or for informing the public about the Digital Extras; or
  - 4.11.5 if the Customer has consented to contribute to improvement of vehicle functions, data pursuant to Clauses 4.15.4 and 4.22.5 and the aforementioned data will be collected, used, disclosed and/or processed by Mercedes-Benz AG for the aforementioned purposes and on the legal bases described above.
- 4.12 The Provider passes on anonymised data for the purposes of information on parking spaces under Clause 4.31.1 and anonymised data about fuel consumption under Clause 4.49.4 to Mercedes-Benz.
- 4.13 Unless otherwise described in this Privacy Notice, collection, use and/or disclosure of personal data by the Provider is prerequisite for the provision of the respective Digital Extras and functionalities. Where technically feasible, you will be informed in connection with the description of the relevant Digital Extras of how you can prevent the collection, use and/or disclosure of your personal data (e.g. by deactivating certain functions). In such a case, however, it is possible that you will not be able to use the Digital Extras either in full or in part.
- 4.14 In order to provide the Digital Extras, in particular for technical processes such as the transfer of Digital Extra-related information, activation or deactivation of Digital Extras or determination of the connection status as well as installation and updating of onboard apps, depending on the vehicle equipment, the vehicle connects to the backend on a regularly or permanently based on the VIN. The Provider processes the transmitted information (e.g. the connection status of the vehicle) for this purpose.
- 4.15 **Maintenance Management; Telediagnosics; Accident Recovery and Breakdown Management; Accident Recovery; Breakdown Management; Remote Vehicle Diagnostics**
- 4.15.1 For the purposes of providing the above Digital Extras (e.g. for individual non-binding offers for recommended servicing and upcoming service due dates or to contact the Customer in case reports of wear and tear/breakdown/accidents/parking collisions are received), the Provider collects, uses, discloses and/or processes the contact details and contract data of the Customer, GPS data of the vehicle and technical data to determine the vehicle status and condition (e.g. VIN, fault messages, workshop code/service code, wear information on diagnostics-capable components, mileage, and data on accident and parking collision detection). Vehicle information from other systems of Mercedes-Benz AG is used for this, which it receives in part from Mercedes-Benz shops (e.g. about the servicing performed and maintenance status), in order to ensure timely and accurate information on the recommended servicing and upcoming service due dates. The contact details stored by the Customer (in particular the Customer's cell phone number or e-mail address in the event of accident detection) are processed for the purpose of contacting the Customer and sending relevant reminders. The current vehicle position is used only for the Digital Extras "Accident Recovery and Breakdown Management" (for vehicles with mode 2) or "Accident Recovery" and "Breakdown Management" (for vehicles with mode 1). To the extent required for the provision of the Digital Extras, the data will be passed on to third parties, for example to the Mercedes-Benz Partner chosen by the Customer who is entrusted with the performance of the repair and maintenance services for vehicles of the Mercedes-Benz brand, the nearest Service Partner for breakdown assistance or any other road assistance companies. The aforementioned data may be processed (including analyzed) in pseudonymized form for the purpose of market supervision, business/profitability analysis, needs-based design, performance management, customer contact improvement, and quality improvement as well as for determining the range of the maintenance management and telediagnosics services. The corresponding processing actions are taken on the basis of the Provider's legitimate interest. Clause 4.9 remains unaffected.
- 4.15.2 When using the "Remote Vehicle Diagnostics" Digital Extra, diagnostic data (quick test and technical data for determining the vehicle's condition) are processed by the Provider, the Mercedes-Benz Customer Assistance Centre (CAC), the Service Partner chosen by the Customer, and/or an authorised Mercedes-Benz workshop engaged by the Customer for repairs, maintenance or technical queries, or a technician engaged to provide breakdown or accident assistance, to the extent necessary for the performance of this service. The quick test includes a review of the technical status and any defects/errors.

4.15.3 To provide the best possible service, upon activation of the "Accident Recovery or Breakdown Management" Digital Extra after a call is made from the vehicle or when an accident or parking collision is detected, the necessary vehicle data to provide all call services activated by the Customer (e.g. technical data in order to determine the vehicle's condition, whether the call was triggered manually/automatically, the time of the last eCall, information about impact detected by the vehicle) will be transmitted to the backend. If necessary, the vehicle's current position will be transmitted to the Provider so that it can find the accident/breakdown location or to provide location-related information (e.g. the nearest Mercedes-Benz Service centre) to the Customer in response to a request.

Depending on the Customer issue at hand, the vehicle data required for provision of the Digital Extra is made available to the Mercedes-Benz service hotline or the service partner. The transmitted data is stored only for as long as it is needed for processing the damage case. The Customer has the option of deleting the vehicle data transmitted by a call service to the backend by temporarily deactivating and reactivating all previously activated call services ("Accident and Breakdown Management"), to the extent such vehicle data are stored only for call services. While the Digital Extra "Interface to Third-Party Providers" is activated and a collision event was detected, the Controller transmits the VIN to an insurance aggregator to determine whether there is a connection to the insurance. If an active connection to the insurance exists, the Controller transmits data on the collision event, such as the time stamp, geographic coordinates of the collision site and type of damage event, to the insurance for the purpose of claim settlement with the insurance. The Controller passes on the case data received from the insurance, such as the name of the insurance, case number, and type of insurance, to the service partner selected by the Customer for the purpose of further settling the claim.

4.15.4 If the Customer has consented to contribute to the improvement of vehicle functions, the Provider and/or Mercedes-Benz AG will also use personal data on the technical condition and use of certain vehicle components, as well as statistics on the use of certain components for the "Telediagnosics" Digital Extra as well.

4.15.5 The Provider also processes data recorded as part of the "Maintenance Management" Digital Extra for display to the Customer in the Customer Portal(the Vehicle Service Dashboard in particular).

4.15.6 The technical data transmitted as part of the above Digital Extras are also processed and used by the Provider to optimise vehicle functions. Such data are purely technical and relate only to the vehicle and vehicle condition. It is not possible to use such data to track movements based on routes travelled.

#### 4.16 Personalisation

4.16.1 The "Personalization" Digital Extra allows the Customer to manage preferred settings and information such as recent destinations, radio stations, selected light settings and favourites in a profile. This profile can be linked to both the vehicle and the Customer's User Account. In addition, any data which are voluntarily stored in the User Account by the Customer (e.g. body size) are processed whenever required to provide the Digital Extra.

4.16.2 In the case of Vehicle Types 1 and 2 (see Overview of Digital Extras) the following applies: The Customer can synchronise his profile manually in the vehicle; for Vehicle Types 2 this can also be done via other Use Gateways. Profiles that are set up or altered in the User Account and thus in the backend, which have not been transmitted to the vehicle previously, remain stored in the User Account. The vehicle driver can access the synchronised profiles in the vehicle. In addition, the Customer and Co-User can also access their own profile via other Use Gateways. The profiles can be deleted from inside the vehicle. If the automatic synchronisation is deactivated in the vehicle and a profile is deleted in the vehicle, it will not also be automatically deleted in the User Account of Vehicle Types 1 and 2. Furthermore, in the case of Vehicle Type 2, when the Digital Extra is deactivated, when the User Account is deleted or when the profile stored in the User Account is deleted, the profile in the vehicle is also deleted automatically. For vehicle model 3, the synchronization process is not part of the Digital Extra (instead, refer to Clause 4.3).

4.16.3 In the case of Vehicle Type 3, the Customer has the option of transferring the preferred settings to different vehicles, in particular to vehicles acquired subsequently. For this purpose, the Provider stores the settings on the backend for a period of one month, even after the link to the vehicle has been disconnected or the aforementioned Digital Extra has been deactivated. Afterwards, the settings are deleted. The Customer has the option of having the preferred settings deleted earlier via other access channels.

4.17 **Remote Retrieval of Vehicle Status/ Remote Status; Programming of Charging Settings, Pre-Entry Climate Control; AMG One Remote Pre-Heating Power unit; Remote Door Locking and Unlocking; Remote Sunroof/ Window Closing & Opening; Remote Vehicle Finder; Beginner Driver Mode; Valet Service Mode; ECO Display; Theft Notification and Parking Damage Detection**

4.17.1 Where necessary for the provision of the above Digital Extras, the Provider will collect, use, disclose and/or process the command given by the Customer and the retrievable status information (e.g. tank fill level, mileage, average fuel consumption, ECO score, tyre pressure, maintenance interval, preliminary air conditioning programming information, vehicle

- door open status, boot, sunroof, rain sensor status, activation status of Valet and/or Beginner Driver Mode). In addition, the Provider collects, uses and/or discloses additional personal data to the extent described below in relation to the individual Digital Extras.
- 4.17.2 As a rule, data is collected and stored automatically at regular intervals when its status changes. For status information, up to three events are stored and displayed. New status information replaces older status information.
- 4.17.3 To ensure the verifiability of commands executed by the vehicle for the fulfilment of the contract and to maintain records for the purposes of assertion, exercise and defence of the Provider's legal rights, data on the use of the "Remote Door Locking and Unlocking", "Remote Window Opening and Closing" and "Remote Sunroof Opening and Closing" Digital Extras, such as the VIN and executed command, including feedback from the vehicle, are stored for two years.
- 4.17.4 For the "Remote Retrieval of Vehicle Status/Remote Status" Digital Extra and the "Programming of Charging Settings" Digital Extra, which involve informing the Customer about the vehicle status, the Provider also collects, uses, discloses and/or processes data regarding the charging status, charging process and charging prognosis of the battery and, if applicable, location details of the charging station for an overview of the battery charging process for battery powered vehicles. Necessary vehicle data (for example, the pre-set time of next use) is processed to facilitate the remote control functions. To be able to notify the Customer about any hazardous situations, such as a critical thermal battery status, via the selected channels, the Provider will process the corresponding status information along with the Customer's contact information (such as e-mail address).
- 4.17.5 Not Used
- 4.17.6 For the "Theft Notification and Parking Damage Detection" Digital Extra, the Provider processes the information reported by the vehicle about the time and cause of the alarm activation and/or about the time, degree and direction of impact. The most recent event is stored and displayed in the App. The more recent event replaces the older event. To be able to contact the Customer in the event of an alarm being triggered, the Provider also processes the contact data stored by the Customer, such as the email address, as part of the Digital Extra. The Customer has the option to deactivate the display of the event via the App at any time, as well as to delete the events. The aforementioned data as well as the Customer communication that took place may be stored for a period of 2 years to protect the legitimate interests of the Provider (assertion, exercise and defense of legal claims). In the case of vehicle model 3, the vehicle can, at the request of the Customer, take 360° images using the 360° camera upon detecting a collision. Those images are then stored in the vehicle's infotainment system. If the Customer wishes to access the recordings through the App, they are transmitted in encrypted format to the backend of the Provider and then to the Customer's compatible end device. The Customer can access the encrypted imagery through the App for a period of 30 days, and it is stored for that same period in the backend of the Provider. The Provider has no influence on the export of the data and no knowledge of the image data.
- 4.17.7 For the "Pre-entry climate control" Digital Extra, the Provider collects and processes the interior temperature, ignition status, end time and battery voltage.
- 4.17.8 The Provider also processes data collected within the scope of the Digital Extra "Remote Retrieval of Vehicle Status/Remote Status" to display to the Customer on the Customer Portal (in particular Vehicle Digital Extra Dashboard).
- 4.17.9 The technical data on the vehicle condition transmitted as part of the above Digital Extras are also processed and used by the Provider to optimise vehicle functions. This data is of a purely technical nature and relates only to the vehicle and vehicle condition - it is not possible to use this data to track movement based on routes travelled.
- 4.18 **Parked Vehicle Locator; Vehicle Tracker; Route Planning; Geofencing; Trip Statistics; Valet Parking and Curfew Minder (Valet Protect)**
- 4.18.1 To the extent required for the provision of the above Digital Extras the Provider processes personal data, in particular the GPS coordinates of the vehicle. For this purpose the GPS coordinates of the vehicle are transmitted to the Provider and stored for the purposes of display via certain Use Gateways of the Customer and the Co-Users authorised by the Customer.
- 4.18.2 For these Digital Extras, the vehicle's last location will be stored and displayed. Previous vehicle location data will be overwritten by the respectively updated vehicle location data. If the above Digital Extras are deactivated by the Customer or the Provider, all saved GPS data will be deleted. The Provider will neither generate nor store any further journey profiles.
- 4.18.3 In order to ensure transparency for the vehicle user, the Provider has included a location symbol as part of the infotainment system in the vehicles suitable for the above Digital Extras. This symbol appears whenever at least one Digital Extra is activated which can display the vehicle's position to the Customer via the relevant user interface and, depending on the vehicle equipment, when the Transmit Vehicle Position setting in the vehicle's infotainment system is activated, in order to make clear that GPS data is being collected during the trip.
- 4.18.4 The Customer is drawn to the fact that use of the above Digital Extras and in particular if Co-Users are authorised, allows authorised users to trace the

use of the vehicle by the Customer or by persons who drive or have driven the respective vehicle.

4.18.5 In the "Parked Vehicle Locator" Digital Extra, for data protection reasons, the Customer is only able to call up the location of the vehicle if the vehicle is within a distance of approximately 1.5 km or 1 mile. When a request is made, the location of the compatible device being used to make the request is also tracked in order to calculate the distance between the vehicle and the Customer. The compatible device must allow tracking of its GPS location for this purpose.

4.18.6 For the "Vehicle Tracker" and "Geofencing" Digital Extra, collection and storage of the geoposition by the Provider takes place at regular intervals during the journey. For the Digital Extra "Parked Vehicle Locator", the location data for the vehicle will be collected and stored at the end of the journey.

4.18.7 For the Digital Extra "Valet Parking", the GPS location and ignition status at the start and end of the respective trip are collected and stored.

4.18.8 Not Used

4.18.9 Not Used

4.18.10 When using the "Trip Statistics" function, the Provider processes the status information which is retrievable from the vehicle (e.g. average speed, distance and time in vehicle) for purposes of generating and displaying trip statistics. The data is automatically collected and updated on a regular basis (where the relevant status changes). The Provider will store the data in aggregated form for no more than one year. The Customer has the option to delete stored trip statistics at any time through his User Account. Furthermore, the collection of data for generation of trip statistics can be prevented at any time if the driver deactivates the "Vehicle Tracker" Digital Extra in accordance with Clause 4.18.12.

If the Customer allows another driver to use the vehicle, according to Clause 8.11 of the General Part of the Terms of Use for Digital Extras, the Customer is obligated to inform the other driver prior to the commencement of the trip about the generation of trip statistics and the related data collection and processing, as well as about the possibility of deactivation pursuant to Clause 4.18.12.

4.18.11 As part of the Route Planning Digital Extra, the Provider transmits data, such as the vehicle's position and the current range of the tank or batteries, from the vehicle to the backend and from there in anonymized form to a third-party Content Provider, which uses the data to provide information for route planning (preparing a drivable range for display on the navigation map). The Provider then transmits the information requested from the backend to the app.

4.18.12 The above Digital Extras can be activated or deactivated by the Customer at any time via his User Account or with assistance from a Participating Partner. The tracking function for Digital Extras that

can display the vehicle's position to the Customer via the relevant user interface can also be disabled at any time from the vehicle. Depending on the model series, the driver can establish a telephone connection with the CAC by pressing the "i" button or the "me" button in the overhead control panel or dialling the "MB Contact" phone book entry, and request deactivation of the Digital Extra. It is not possible to use this method to activate the Digital Extra. Even drivers who are neither the Customer nor Co-Users can have this Digital Extra deactivated. As long as the tracking function for the "Vehicle Tracker" Digital Extra is disabled, no data will be processed to record and update trip statistics. The Digital Extras "Parked Vehicle Locator" and "Route Planning", together with the associated tracking function, cannot be activated or deactivated by contacting the CAC from the vehicle itself. This is done in order to prevent locating the vehicle through deactivation of the Digital Extras.

Depending on the vehicle equipment, the transmission of the vehicle's GPS position for the Digital Extras "Parked Vehicle Locator", "Vehicle Tracker", "Route Planning", "Geofencing", "Valet Parking" and "Curfew Minder" will also be activated and deactivated via the setting "Transmit vehicle position" in the vehicle's infotainment system. The related Digital Extras will not be deactivated.

4.19 Not Used

4.20 Not Used

4.21 Not Used

4.22 **Live Traffic Information; Car-to-X Communication**

4.22.1 Vehicle positioning data is transmitted from the Customer's vehicle to the backend at regular intervals to enable use of the "Live Traffic Information" Digital Extra. There, reference to the vehicle is removed and the position data is transmitted to third-party content providers without reference to the vehicle. This facilitates the transmission of the respective regionally relevant traffic information to the vehicle. At the same time, the data without reference to the vehicle is also used to improve the quality of traffic reports by using the vehicle as a traffic flow sensor.

4.22.2 When using the Car-to-X Communication Digital Extra, automatically collected traffic information on hazardous situations and reports on hazardous situations entered manually by the driver are transmitted to the back end. This data contains the type of traffic information (e.g. heavy rain) and other necessary information on the hazardous situation in question as well as the relevant vehicle position. The Provider processes this data in the back end without reference to the vehicle and, if necessary for the performance of the Service, transmits it to third-party content providers. At the same time, anonymized traffic information and reports of hazardous situations relevant to the vehicle's



- current position are transmitted to the Customer's vehicle.
- 4.22.3 When transmitting the GPS data of the vehicle, traffic information about dangerous situations and reports about dangerous situations manually issued by the driver, that are connected with Live Traffic Information and Car-to-X Communication, to the Third-Party Content Provider, to other third parties or to other vehicles for which the Digital Extra is activated, it is not possible to identify the vehicle or to the Customer or driver.
- 4.22.4 "Live Traffic Information" and "Car-to-X Communication" Digital Extras can be deactivated via the User Account or at a Service Partner workshop.
- 4.22.5 If the Customer has agreed to contribute to improvement of vehicle functions, data from the "Car-to-X Communication" Digital Extra is forwarded to Mercedes-Benz AG for the purposes described in the declaration of consent. The consent is voluntary and can be revoked at any time without affecting the legality of the processing that has already taken place on the basis of the consent prior to the revocation.
- 4.23 Not Used**
- 4.24 Mercedes-Benz Apps**
- 4.24.1 Different personal data is processed for the above Digital Extra depending on the function.
- 4.24.2 When the Internet Radio and Personalized Radio functions are used, the current position of the vehicle and, if applicable, the destination address entered will be collected by the Provider and transmitted in anonymized form to a Third-Party Content Provider for purposes of performing an Internet radio station search in the radius of the vehicle's current position and in the destination area. Moreover, the Provider will store the last ten radio stations in the backend. Furthermore, the Provider will transmit any login that the Customer may have entered to the respective Third-Party Content Provider as long as it is necessary to do so for provision of the requested multimedia service. If the Customer or an additional user stores a login password for a certain multimedia service, the access it enables will also be available to all other users of the vehicle. The password itself will not be visible to the other users, however.
- 4.24.3 For the "Local Search" function, the current location of the vehicle and, if necessary, the destination address entered are collected by the Provider and transmitted in anonymised form to a Third-Party Content Provider, which uses them to provide the information. The last 10 search terms and the favourites selected by the Customer are stored by the Provider in the backend.
- 4.24.4 For the "Send2Car" function, addresses and points of interest (e.g. restaurants, hotels, shops) are processed by the Provider and transmitted to the vehicle's infotainment system.
- 4.24.5 For the "Weather" function, the current location of the vehicle and the selected map section are collected by the Provider and transmitted in anonymised form to a Third-Party Content Provider, which uses them to provide the information in the infotainment system of the vehicle. The favourites selected by the Customer are stored by the Provider in the backend.
- 4.24.6 The transmission of the current location of the vehicle, the map section selected, the destination address input, as well as – depending on the circumstances given – the route selected, the pre-set charging plug type for battery-powered vehicles and the battery charging status in anonymised form to a Third-Party Content Provider will not allow for any inferences regarding the vehicle or the Customer/driver.
- 4.24.7 If the voice control functionality is used within the scope of the above services, the transmission of the audio data files of the spoken search term to the Third-Party Content Provider for purposes of voice recognition may potentially allow for inferences regarding the Customer and/or the respective user and the Customer's vehicle. The audio data, however, are used only as far as necessary to provide the voice control function.
- 4.24.8 To the extent the Customer has acquired data volumes from a mobile communications provider's Customer Portal and the said mobile communications provider is obliged to inform the Provider accordingly, this information will be displayed for the Customer on the Customer Portal.
- 4.25 Online Music**
- 4.25.1 As part of the Online Music Digital Extra, a variety of data is processed in the backend, including data used to authenticate the Customer (e.g. pseudonymized login information for the music account) and information used to search for and select music content. The login information for the music account is first processed by the music provider and then transmitted to the Provider in pseudonymized form. Information, such as that used to search for and select music content, is transmitted from the vehicle to the backend, with a related inquiry being submitted to the music provider selected by the Customer, and transmitted back to the vehicle. The music provider sends the music stream directly to the vehicle. The Provider stores the Customer's pseudonymized login information in the backend. In addition, the song currently being played in the vehicle is stored in the vehicle. Upon logging out of the music account in the vehicle, the data processed as part of this service is deleted. The music account in the vehicle is linked to a user profile in the vehicle, causing the music account to be deleted from the vehicle upon deletion of the user profile.
- 4.25.2 Not used.
- 4.26 Not Used**
- 4.27 Internet Radio**
- 4.27.1 For the Internet Radio Digital Extra, information such as the VIN, country, language, search request, and, when the local radio station search is used, the vehicle's position, plus, if applicable, destination address for navigation from the vehicle is

transmitted to the backend. From there, the data is transmitted in anonymized form to a Third-Party Content Provider, which uses the data to provide the requested information (e.g. results of a search request, internet address of the selected radio station). The vehicle requests logos and other images directly from the Third-Party Content Provider for display in the vehicle. The vehicle plays the chosen radio stations via the radio station's website. The last ten radio stations listened to are stored in the backend so they can be accessed in the vehicle.

- 4.27.2 If the Customer logs on to their User Account in the vehicle, the corresponding login information will be transmitted from the vehicle to the Third-Party Content Provider via the backend. The Third-Party Content Provider stores the link between the vehicle and the User Account to display the favorites in the vehicle. Upon deletion of the User Account from the vehicle, the link to the Third-Party Content Provider will also be deleted from the backend.

#### 4.28 **Expanded Radio Information**

As part of the Digital Extra named above, information, such as the VIN, radio station, and channel, will be transmitted to the Provider's backend. From there, it will be sent in anonymized form to a Third-Party Content Provider, which will use this information to provide the information requested such as song title, artist, and album title. The Provider will then transmit the information requested from the backend to the vehicle.

#### 4.29 **Expanded Broadcast Tracking**

As part of the above Digital Extra, information, such as the radio station currently being listened to, is transmitted from the vehicle to the backend and, from there, in anonymized form to a Third-Party Content Provider, which uses it to provide the requested information (e.g. Internet streaming address of the radio station being listened to, name of the radio station, or radio station logo). The Provider then transmits the requested information and other data on the radio station from the backend to the vehicle so that the radio station being listened to can be provided via the Internet in the event reception is lost. In the vehicle, the data processed will be stored as long as the radio station is being listened to and deleted, at the latest, when the radio station is changed or the radio is turned off.

#### 4.30 **Not Used**

#### 4.31 **Satellite Images; Restaurants; Online Map Update; Local Search; Weather**

- 4.31.1 For the "Parking" Digital Extra, data on the queried position ("Position Data") (e.g. the current vehicle position, the current position of the mobile device, the midpoint between the current vehicle position and the position of the mobile device, the selected map section and/or the selected route) are transmitted through the Customer's chosen mode of access to the backend, where they are anonymised by the Provider and further transmitted

in anonymised form to a Content Provider who uses the data for the provision of information. For the provision of the "Parking" Digital Extra, the Provider additionally uses a Regional backend. The processing in the Regional backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest Regional backend. From this, the Provider determines the nearest Regional backend. The vehicle location determined for this purpose is deleted immediately afterwards.

- 4.31.2 For the use of the Digital Extra, while entering and exiting a parking space the position of the vehicle is transmitted to the backend, where it is anonymised by the Provider and further transmitted in anonymised form to a provider which supplies content, information and materials ("Content Provider"). In addition, when driving at up to 55 km/h the vehicle records available parking spaces and transmits the vehicle position, the measuring accuracy and the size of the parking space identified to the backend, where they are anonymised and transmitted in anonymised form to a Content Provider. These data are also used to transmit information to the vehicle about the parking space situation which is relevant for the current position of the vehicle. On the other hand, with the anonymised data, the vehicle itself contributes to improving the quality of parking information as a sensor for the parking-space situation. The anonymised data are stored by the Provider.

- 4.31.3 If the Customer uses the Mercedes-Benz Parking Card (RFID card) function for the "Park" Digital Extra, the Provider processes the Customer's contact information (such as full name, address) to process the order for the RFID card. If necessary for the purpose of providing the Parking Digital Extra via the Mercedes-Benz Parking Card or via automated access to parking areas, the Provider processes personal data of the Customer (such as RFID card number (user ID), the license plate number of the Customer's vehicle) and shares this data with a third-party parking intermediary (such as Parkopedia) for service performance. The parking intermediary then transmits the data to a Third-Party Parking Space Provider.

For a reservation, the first and last name of the Customer and the license plate number of the Customer's vehicle, as well as additional relevant reservation information (such as the parking space selected and reservation period) are transmitted to a third-party parking intermediary for service performance. The parking intermediary then processes and transmits the first and last name of the Customer, the license plate number and relevant reservation information to Third-Party Parking Space Providers (such as parking garage operators or public and private parking lot

operators), particularly in order to enable entry/exit and payment.

If the Customer uses the street parking rental and payment function, the Provider transmits Customer data (such as the license plate number of the Customer's vehicle) to a parking intermediary for service performance. The parking intermediary processes the license plate number of the Customer's vehicle and transmits it to the Third-Party Parking Space Provider in charge of reservations for service performance, particularly for checking parking authorisation on-site.

The collection and storage of payment data in the Customer Portal takes place directly at the Third-Party Payment Provider. The Provider processes data regarding entries/exits, the associated RFID Card number and, at a later date, the license plate (for car park spaces) or user ID (for street parking) received from the parking intermediary or Third-Party Parking Space Providers to identify the Customer for the Third-Party Parking Space Providers and to enable payment. For this purpose, the Provider transmits the invoice amount and invoice-related payment data to the Third-Party Payment Provider. If the Third-Party Parking Space Provider needs certain personal data of the Customer (such as name, address, e-mail address) for mandatory requirements under tax law in order to generate or issue an invoice, the Provider will send this data to the respective Parking Space Provider through the respective parking intermediary.

Invoices and/or information on past reservations and parking processes that the Provider receives from parking intermediaries and/or Third-Party Parking Space Providers are delivered to the Customer by the Provider via certain access modes, such as with a notification to the vehicle, e-mail or the Mercedes-Benz App.

For the function to display available parking spaces based on certain filter criteria in the head unit and/or Mercedes-Benz App (off-street/on-street), the Provider will process the filter criteria selected by the Customer and the current vehicle position in the back end, depending on the vehicle equipment.

4.31.4 Not Used

4.31.5 As part of the "Fuel Station Prices", "Satellite Images" and "Restaurants" Digital Extras, the section of the map selected and possibly the default system language will be transmitted by the Provider from the vehicle to the backend and processed there. If necessary, the map section will be transmitted in anonymized form to a Third-Party Content Provider, which will use it to supply the requested information (fuel station prices, satellite images, restaurants) to the Provider. The Provider will then transmit the information requested from the backend to the vehicle. When the Satellite Image Digital Extra is used, the anonymized images are stored in the backend.

4.31.6 As part of the "Online Map Update" Digital Extra, the navigation map data in the vehicle's

infotainment system are updated according to its position and/or route guidance. For this purpose, the Provider collects information, such as the VIN and region where the vehicle is located (e.g. state), and processes the data in the backend. Assignment of the GPS coordinates to a region and calculation of which regions need to be updated take place exclusively within the vehicle. The GPS coordinates are not transmitted to the Provider as part of the Digital Extra. The data collected is stored by the Provider for a period of 14 days in pseudonymized form in the backend and then deleted.

4.31.7 For the "Local Search" Digital Extra, the search request and search term, as well as the current vehicle position, are transmitted to the backend, from where they are further transmitted in anonymised form to a Third Party Content Provider, which uses them to provide the requested information. The Provider then transmits the information back to the vehicle.

4.31.8 Not used.

4.31.9 For Vehicle Type 1, the last 10 search terms and the favourites selected by the Customer are stored by the Provider in the backend. For Vehicle Type 2, the (intermediate) destinations and the current route may also be transmitted to the Content Provider in anonymised form, upon request.

4.31.10 As part of the "Weather" Digital Extra, when the App is opened, the current location of the vehicle is transmitted from the vehicle to the backend by the Provider, anonymised and then transmitted in this form to a Content Provider, which uses them to provide the weather information. The Provider then transmits the queried information back into the vehicle from the backend. The favourites selected by the Customer are stored by the Provider in the backend. In the case of voice search, the audio data for the spoken search terms are also transmitted to a Third-Party Content Provider for the purposes of speech recognition.

4.31.11 In the transmission of the current location of the vehicle and of the mobile device, the mid-point between the vehicle's current location and the location of the mobile device, the chosen map extract, the destination addresses that have been entered and, as appropriate, the chosen route, the type of charge cable pre-set by the Customer for vehicles with battery-electric drive and the battery charge state in anonymised form to the Third-Party Content Provider, it is not possible to identify the vehicle or the Customer or the driver.

4.31.12 For Vehicle Type 1 (see Overview of Digital Extras): If the voice command function is used, the transmission of the audio data to the Third-Party Content Provider for purposes of voice recognition may make it possible to identify the Customer or respective user and the Customer's vehicle. However, the audio data is used only as far as necessary to provide the voice command function.

4.32 **Not Used**

4.33 **Mercedes-Benz Logbook**

4.33.1 To provide the above Digital Extra, for the creation of individual trips, for example, the time, odometer reading, vehicle location as well as - in the case of business travel - name of company, persons visited and drivers are processed in conjunction with the VIN. Furthermore, the Customer can optionally store notes on the journey. The data are transferred from the vehicle to the backend. The Customer can process a given trip via the App within one week. The individual data categories for the creation of the trip are generally stored in the backend for one week, up to a maximum of 31 days. The trips created from the data categories are stored in the backend for a maximum of 15 months. The Customer can delete the entire Digital Driver's Log at any time via the App. If the Customer has activated the Digital Extra, the location symbol is displayed in the vehicle's infotainment system.

#### 4.34 Not Used

#### 4.35 Interface to Third-Party Content Providers

4.35.1 As part of this Digital Extra, the Customer can use the Customer Portal to determine which of the Third-Party Content Providers listed there should receive which type of data and whether the Third-Party Content Providers is permitted to transfer data to the Provider ("Data Release").

No data will be collected or stored independently from the vehicle for this Digital Extra. Only existing data from other activated Digital Extras may be shared as long as the Provider has enabled this on a case-by-case basis and the Customer approves the Data Release. Examples include the "Remote Retrieval of Vehicle Status" Digital Extra for data on the vehicle's condition and the "Geofencing" Digital Extra for vehicle position data.

4.35.2 For communication between the Provider and the Third-Party Content Provider, as part of this Digital Extra, data processing is carried out by the Provider in a cloud environment, operated by a service provider on behalf of the Provider. Depending on the Third-Party Content Provider, this may be Microsoft Azure, Google Cloud and/or Amazon Web Digital Extras.

4.35.3 For certain Third-Party Content Providers, communication between the Provider and the Third-Party Content Provider is not direct, but takes place as part of a transmission via a Mercedes-Benz group company, which will be indicated on the Data Release dialogue if applicable. To this end, data is exchanged on a regular or event-driven manner.

4.35.4 After setup, the Third-Party Content Provider selected by the Customer will receive derived access data for access to the data stored by the Provider. The derived access data transmitted to the Third-Party Content Provider provides the Third-Party Content Provider with a read or write access to the Customer's data, depending on the Data Release issued by the Customer.

4.35.5 The Provider has no influence on the processing of personal data by Third-Party Content Providers

and is not responsible for this under data protection law. It is possible that Third-Party Content Providers carry out data processing outside of Singapore. The Third-Party Content Provider is independently responsible under the PDPA and/or any other applicable data protection laws for the data transmitted to it by the Provider at the Customer's request. The Third-Party Content Provider's terms of use and privacy notice can be accessed on the Third-Party Content Provider's website. Depending on the Third-Party Content Provider and the Customer's settings, it is possible that the Third-Party Content Provider makes the sent data publicly accessible to third parties on the Internet.

4.35.6 The Provider collects, uses, disclose and/or processes personal data, in particular the current vehicle location, the Customer's derived access data and the data released by the Customer to the extent necessary for the provision of the above Digital Extra. In particular the Provider makes the data released in accordance with Clause 4.35.1 available via the interface. Since only existing data from other activated Digital Extras is shared, the processing of personal data is also oriented based on the Privacy Notice. The Customer is advised that in order to provide the above Digital Extra upon Data Release by the Customer, the GPS coordinates of the vehicle will be transmitted to the Third-Party Content Provider selected by the Customer. Transmission can be terminated by appropriate configuration of the Data Release or deactivation of the above Digital Extra.

4.35.7 If the Customer allows the vehicle to be used by another driver, pursuant to Clause 8.11 of the General Part of the Terms of Use, the Customer shall inform the other driver prior to the start of the trip about the Digital Extras and the related data processing and data transmission as well as about the possibility to deactivate the Digital Extras. The Customer must inform the other driver that the driver can disable the "Geofencing" Digital Extra at any time by establishing a telephone connection with the CAC by pressing the "i" button or the "me" button in the overhead control panel or dialling the "MB Contact" phone book entry, depending on the vehicle model series, and requesting deactivation of the Digital Extra. It is not possible to use this method to activate the Digital Extra. Even drivers who are neither the Customer nor Co-Users can have this Digital Extra deactivated.

#### 4.36 Connection to Third-Party Content Providers

4.36.1 With this Digital Extra, information from Content Providers can be accessed within the vehicle. For this, the current vehicle position or selected map section, search term, pre-set search radius and the language pre-set in the infotainment system of the Customer's vehicle are transmitted in anonymised form to the respective Third-Party Content Provider, which uses these for the provision of information.

4.36.2 In the transmission of the current position of the vehicle and the selected section of map in

anonymised form to the Third-Party Content Provider, it is not possible to draw any inferences concerning the vehicle, the Customer or the driver.

4.36.3 In order to provide the above Digital Extra, the Provider additionally uses a regional backend. The processing in the Regional backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest Regional backend. From this, the Provider determines the nearest Regional backend. The vehicle location determined for this purpose is deleted immediately afterwards.

4.36.4 If the Customer makes the vehicle available to another driver to use, pursuant to Clause 8.11 of the General Part of the Terms of Use for the Mercedes-Benz Digital Extras, the Customer shall inform the other driver prior to the commencement of the trip about the Digital Extras and the related data processing, as well as about the possibility to deactivate the Digital Extra.

#### **4.37 Not Used**

#### **4.38 Global Search**

4.38.1 For this Digital Extra, the search term and context data (the current vehicle position, the destination entered and the language set in the infotainment system of the Customer's vehicle) are transmitted to the backend.

4.38.2 Depending on the topic, the search term, together with other context data necessary for carrying out the search (e.g. for location-related requests for information from the Customer), will be transmitted to a Third-Party Content Provider who uses this data in order to provide the information.

4.38.3 To carry out the search, the Provider processes and uses stored personal data from other customer-activated Digital Extras.

4.38.4 To speed up similar searches by the Customer, the Provider stores and processes results of past searches for no more than two hours after a search is carried out.

4.38.5 For the above Digital Extra, the Provider uses a regional backend. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional backend. From this, the Provider determines the nearest regional backend. The vehicle location determined for this purpose is deleted immediately afterwards.

4.38.6 If the Customer makes the vehicle available to another driver for use, in accordance with Clause 8.11 of the General Part of the Terms of Use for Digital Extras, the Customer must inform the other driver before departure about the Digital Extra and the associated data processing as well as the option to deactivate the above Digital Extra.

#### **4.39 Not Used**

#### **4.40 Not Used**

#### **4.41 ENERGIZING COACH**

4.41.1 The Provider processes personal data, in particular vehicle data (e.g. driving time since start,

time since last ENERGIZING Comfort program and, on vehicle model 3, information such as the interior and exterior temperature of the vehicle).

4.41.2 If the Customer has activated the feature in the App and linked the App to his compatible wearable device, the Provider also accesses wearable data (e.g. sleep data and stress levels) from the Third-Party Content Provider on behalf of the Customer and/or Co-Users and process these data in the backend, insofar as necessary for the provision of the Digital Extra, in particular for the optimization of the individual recommendation of ENERGIZING Comfort Programmes for the Customer.

4.41.3 In addition, for the performance of the above Digital Extra, the Provider weather data stored from the "Car-to-X Communication" Digital Extra if the Customer has activated this Digital Extra in the Customer Portal.

4.41.4 If the Customer has activated the feature in the App, the pulse rate data will be displayed within the App and can also be transmitted to the vehicle's infotainment system via a Bluetooth connection and displayed there. The pulse data is processed only locally on the Customer's compatible end device and in the Customer's vehicle.

4.41.5 The personal data processed for the above Digital Extra is stored by the provider for a maximum of one month. The vehicle data is deleted after one day. Data on stress levels is deleted after one hour. The Customer or Co-User has the option of deleting the data stored for the above Digital Extra by logging out of the User Account in the App.

4.41.6 After the Customer has set up the Third-Party Content Provider's Digital Extra, the Provider stores the derived log-in information for accessing the user account with the Third-Party Content Provider and uses this for the provision of the Digital Extra. The derived data of Third-Party Content Providers stored in the backend are specific to the Customer or Co-User. The Customer or Co-User has the option of having the stored derived access data deleted in the App by deactivating the link with the Third-Party Content Provider.

4.41.7 The Provider has no influence on the processing of personal data by Third-Party Content Providers and is not responsible for this under data protection law. It is possible that Third-Party Content Providers carry out data processing outside of Singapore. The Third-Party Content Provider has independent responsibility under the PDPA and/or any other applicable data protection laws. The Third-Party Content Provider's terms of use and privacy notice can be accessed on the Third-Party Content Provider's website.

#### **4.42 Not Used**

#### **4.43 Not Used**

#### **4.44 Display Charging Stations**

4.44.1 Where necessary for the provision of the above Digital Extra (displaying charging stations and the number of free charging points with the infotainment system), the current vehicle position, the selected area of the map and the selected route

are transmitted from the vehicle and processed by the Provider, particularly in order to provide information via certain User Gateways. The Provider also processes the vehicle's charging requirements (e.g. type of charging cable connector, maximum charging capacity).

- 4.44.2 If the Customer has activated the Mercedes me Charge Digital Extra, providing the named Digital Extra will also involve accessing the Customer's contract fee data from the mobility service provider and using it to calculate the expected cost of charging at the charging stations displayed. The Provider will also process the charge level to calculate the expected time required to charge the vehicle.
- 4.44.3 If the Customer has also activated the Mercedes me Charge Digital Extra, the Provider will process the Customer's rating for the "rate charging stations" function. In order for the Customer to view, modify and delete the ratings they have provided, the ratings will be processed by the Provider and sent along with the contract and charging station details to the third-party Mobility Service Provider who provides the ratings. These details will not be disclosed to other Customers. The Provider will not store the ratings. The respective third-party Mobility Services Provider processes the data in accordance with its terms and conditions.
- 4.44.4 For the function of storing personal charging stations, information concerning personal charging stations – such as name, address and category – that the Customer has stored on other User Gateways is processed by the Provider in the backend in order to transfer it to the vehicle's infotainment system. If the Customer deletes personal charging station information via the other User Gateways, it will also be deleted from the Provider's backend.
- 4.44.5 For the function to display information about charging stations based on certain filter criteria in the head unit and/or Mercedes-Benz App (such as available charging stations, charging speed), the Provider will process the filter criteria selected by the Customer and the current vehicle position in the backend, depending on the vehicle equipment.
- 4.44.6 The Customer has the option of using other User Gateways at any time to temporarily deactivate the display of personal charging stations in the vehicle.
- 4.44.7 In the event of additional use of the "Charging History" function, the Provider processes the GPS coordinates of the vehicle at regular intervals. Previous GPS coordinates of the vehicle are overwritten by the respectively updated vehicle coordinates. If a charging process takes place at a personal charging station, the last position is stored. In cases of type 3 vehicles, information about the personal charging station is transmitted to the vehicle. GPS coordinates are not transmitted to the back end for these vehicles. The Provider also transmits further vehicle data (e.g. VIN, mileage, ignition status, battery charge

status, battery size, charging capacity) and environmental conditions (e.g. exterior temperature) to the back end from the vehicle.

The Provider processes the aforementioned data in the back end in order to log charging processes at personal charging stations.

Charging processes at personal charging stations are stored for a maximum of 2 years. The transmission of the aforementioned data can be terminated at any time by deactivating the function or canceling the linkage of the vehicle. After deactivating the function or canceling the linkage of the vehicle, charging processes at personal charging stations will be erased after 10 days.

#### **4.45 Mercedes me Charge Digital Extra**

- 4.45.1 When necessary for the provision of the Mercedes me Charge Digital Extra, the Provider processes personal data particularly so that the Customer can charge their vehicle with charging station operators via the third-party mobility service provider they have registered with and can view status information and invoices via certain access channels.
- 4.45.2 In order to simplify conclusion and end of the contract with the third-party Mobility Service Provider that is additionally required as part of the Digital Extra, the Provider shares the contact and address information of the customer, such as first and last name, e-mail address, cell phone number, mailing address and user and vehicle data such as CIAM ID, language setting country of the Customer's user account and the Customer's vehicle identification number (VIN) with the Mobility Service Provider. After the Customer has registered with the Mobility Service Provider, the Provider stores derived login information and processes it to provide the Mercedes me Charge Digital Extra.
- 4.45.3 For the function of starting and ending a charging process via the Mobility Service Provider, the Provider shares the identifier of the selected charging station with the Mobility Service Provider.
- 4.45.4 To show the Customer the charging status via certain access channels, the Provider regularly transmits information on whether the vehicle is undergoing a charging process to the back end and processes it to provide the Mercedes me Charge Digital Extra.
- 4.45.5 The Provider processes status and charging information accessed by the Mobility Service Provider to provide the Mercedes me Charge Digital Extra, particularly for the purpose of displaying that information via certain access channels used by the Customer.
- 4.45.6 Not Used
- 4.45.7 To provide the Digital Extra named above, the Provider also uses a regional back end. Data is processed in the regional back end that is as close as possible to the vehicle's location in order to reduce delays between the retrieval and the display of the data. The vehicle sends the vehicle's current position to the Provider every two hours to enable

location of the closest regional back end. Based on that information, the Provider calculates the position of the nearest back end in the region. The vehicle's position data collected for this purpose is deleted immediately afterwards.

- 4.45.8 If the Customer allows the vehicle to be used by another driver, pursuant to Clause 8.11 of the General Part of the Terms of Use for Digital Extras, the Customer is obligated to inform the other driver about the Digital Extras and the associated data processing before the start of the trip, as well as to refer to the option of deactivating the above Digital Extra.

4.46 **Not Used**

4.47 **Not Used**

4.48 **Not Used**

4.49 **Individual Fuel Consumption Display**

- 4.49.1 Where necessary for the provision of the above Digital Extra, trip data (average speed, fuel consumption and distance driven / vehicle mileage) from the timeframe of the most recent trip, since the last time the trip computer was reset and over the entire lifespan of the vehicle is transmitted and processed by the Provider on a regular basis. In addition, the ECO score for each trip is transmitted and processed. The data collected is supplemented in the backend with stored data on the vehicle equipment.

- 4.49.2 In particular, the personal data is used to enable the Customer to compare the fuel consumption of their vehicle with that of other Mercedes-Benz customers. In addition, the vehicle makes suggestions on how to improve the Customer's individual fuel consumption.

- 4.49.3 The data for the past 30 days is stored to allow an assessment of what suggestions for improving fuel consumption may be relevant to the Customer.

- 4.49.4 The data is also stored by the Providers in anonymized form and used to improve the Digital Extras, to optimize vehicle functions, and for publications.

4.50 **Not Used**

4.51 **Not Used**

4.52 **Notification Center**

- 4.52.1 For Vehicle Type 2 (see Overview of Digital Extras), the Customer has the option of receiving notifications in a notification centre ("Notification Center") in the vehicle's infotainment system from Digital Extras that are activated by the Customer and compatible with the Notification Center ("Notification Center Digital Extra").

- 4.52.2 To access the notifications, the vehicle connects with the back end whenever required by the associated Notification Center Service and messages available for the selected profile are sent to the vehicle. For localized messages with certain Notification Center Services, the sales designation of the vehicle as well as the vehicle's position are transmitted to the back end, where it is stored and processed as an approximate position.

- 4.52.3 In order to synchronise the notifications in the Notification Center across all of the Customer's

Type 2 Vehicles, the use of the Digital Extras by the Customer, i.e. whether a notification has been opened or closed in the vehicle, will be transmitted to the backend and stored there. The use of the notifications will be stored for a maximum of one month.

- 4.52.4 For the "Notification Center" Digital Extra, the Provider uses a regional backend. The processing in the regional backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and display of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional backend. From this, the Provider determines the nearest regional backend. The vehicle location determined for this purpose is deleted immediately afterwards.

- 4.52.5 If the Customer allows another driver to use the vehicle, according to Clause 8.11 of the General Part of the Terms and Conditions for the Mercedes-Benz Digital Extras, the Customer is responsible for informing the other driver about the processing of the vehicle position.

4.53 **On-demand features (when Mercedes-Benz Store is available)**

- 4.53.1 The vehicle regularly connects with the back end using the vehicle identification number (VIN) to check whether the respective on-demand feature has been purchased and transmits information about which on-demand features are currently activated in the vehicle and for what time period.

4.54 **Not Used**

4.55 **Not Used**

4.56 **Not Used**

4.57 **Individual Recommendations Service**

- 4.57.1 Where necessary for the provision of the above Digital Extra (provision of personalized recommendations to supplement the vehicle functions with Digital Extras and/or special features and corresponding user instructions), the Provider processes data on use of the infotainment system (e.g. settings of the air conditioning system, radio, function operation such as touchpad/language), data on technical and/or physical variables concerning the load on the vehicle or vehicle components (e.g. acceleration and fuel economy figures, trip duration) and data on the availability and use of Mercedes (me) products and/or Digital Extras (e.g. activation status, duration and type of use). This data is processed with VIN attribution for the aforementioned purpose in aggregate form over a period of three months, after which it is separated from the VIN and processed further with no direct attribution of the vehicles and the Customer in order to create comparison groups

- 4.57.2 In order to provide the Customer with individual recommendations according to their interests, in addition to the aforementioned data, the contact details (e.g. name, email address), as well as the Customer's reaction to a corresponding recommendation (e.g. purchase/activation of the

- recommended product or Digital Extra, and/or change in usage), are processed by the Provider. This data is known as campaign data and is stored for a period of three years in order to plan for additional recommendations.
- 4.57.3 If the Customer allows the vehicle to be used by another driver, the Customer is obligated, to inform the other driver about the Digital Extra and the associated processing of data before the start of the trip and to inform the Customer that by entering the vehicle, such other driver accepts processing of his data by the Provider.
- 4.57.4 The Customer has the option of deactivating the Digital Extra at any time via various access channels. In such a case, no other vehicle data will be transmitted by the vehicle or processed for the aforementioned purposes and the stored personal data will be deleted within 14 days.
- 4.58 Not Used**
- 4.59 Feedback Service**
- 4.59.1 To the extent necessary for the provision of the above Digital Extra, the Provider processes vehicle data (e.g. vehicle identification number (VIN)) as well as user data (e.g. Mercedes me ID) in order to allow the Customer to participate in surveys on topics such as (software) updates via different access channels. As part of survey participation, Customer feedback is transferred to the Provider's back end, where it is separated from the VIN and stored with no direct attribution to the Customer or the vehicle whatsoever for purposes of survey assessment and during the survey period. The Provider will process the responses with attribution to the Customer if the Customer wishes to be contacted by the Provider and voluntarily supplies the Provider with his or her contact information – an e-mail address, for example – for this purpose in the survey.
- 4.60 AMG Track Pace Service online functions**
- 4.60.1 To the extent necessary for the provision of the above Digital Extra, the Provider processes the commands issued by the Customer via different access channels in conjunction with vehicle data such as the VIN and user data, e.g. Mercedes me ID.
- 4.60.2 In order to be able to provide the racetrack download as part of the above Digital Extra, and particularly to provide racetrack layouts in the vicinity of the vehicle via different access channels, the Provider processes not only the above data, but also the vehicle's current position as well as the identification numbers of previously saved racetrack layouts.
- 4.61 Not Used**
- 4.62 Co-Driver Digital Extra**
- 4.62.1 For the Digital Co-Driver Digital Extra, relevant regional content according to the current vehicle position is downloaded to the vehicle's infotainment system. Audiovisual notifications are displayed via the infotainment system when specific geographic areas are reached and certain requirements are fulfilled (e.g. time of day, day of the week, etc.). The comparison of vehicle position with the areas downloaded in advance is carried out locally in the vehicle in this context.
- 4.62.2 These notices should be viewed as additional information supplementing signage, etc., and do not serve as a replacement for constant prudence in the context of road traffic and adjustment to current circumstances.
- 4.62.3 Information for the use of the Digital Extra is collected from various sources, e.g. cities, specific content providers, or other third parties. These third parties do not receive any information about the driver, the vehicle, or vehicle position.
- 5. Will personal data be shared?**
- 5.1 We will take reasonable steps to protect your personal data against unauthorised disclosure. Subject to the provisions of any applicable law, your personal data may be provided, for the purposes listed in this Privacy Notice (where applicable), to the following entities or parties, whether they are located overseas or in Singapore:
- 5.1.1 the national distribution company;
- 5.1.2 branches and authorised dealers of the Provider which participate in the distribution of the Digital Extras;
- 5.1.3 our business partners or a member of the Mercedes-Benz group;
- 5.1.4 roadside assistance companies;
- 5.1.5 providers of content or materials which are used in and/or related to the Digital Extras, including Third-Party Content Providers and any Service Providers commissioned by the Provider to provide individual Digital Extras (e.g. IT services), in particular, the technical operation which Mercedes-Benz AG provides on behalf of the Provider with regard to the backend;
- 5.1.6 our professional advisers such as our auditors and lawyers;
- 5.1.7 relevant government regulators, government ministries, statutory boards or authorities and/or law enforcement agencies, whether local or overseas;
- 5.1.8 third party providers selected by you;
- 5.1.9 agents, contractors or third party service providers who provide operational services to us; and
- 5.1.10 any other party to whom you authorise us to disclose your personal data to.
- The Provider will ensure that the respective recipients of personal data are subject to the same or equivalent appropriate data protection obligations.
- 5.2 In addition, without prejudice to the foregoing, your personal data will be passed on by the Provider to Mercedes-Benz AG as data controller in the cases listed in Clauses 4.11 and 4.12 and to the extent outlined therein.
- 5.3 In addition, the Provider may make available the personal data of vehicle users, which the Provider receives in connection with the Digital Extras, to third parties (in particular government authorities)



- in order to enable the Provider to assert, exercise or defend its legal rights or to fulfil a legal obligation, to the extent necessary in order to investigate breaches of the Terms of Use, abuse of Digital Extras or unauthorised attempts to access data of other Customers and/or vehicle users.
- 5.4 Otherwise, unless otherwise specified in this Privacy Notice, the Provider will not pass on personal data of the vehicle user from use of the Digital Extras, unless this is necessary for the fulfilment of a contractual agreement, the vehicle user has consented to the passing on of his data, or the Provider is obliged to do so due to a mandatory legal provision, court decision or official order.
- 6. Will data also be transmitted in countries outside of Singapore?**
- 6.1 In the context of the fulfilment of the contract, any recipients of personal data (e.g. Third-Party Content Providers and service providers instructed by the Provider to perform individual Digital Extras as part of contract processing) may be located in countries outside Singapore ("Third Countries"). In order to protect the data appropriately, the Provider has concluded contracts with the recipients of these data, which include appropriate guarantees, unless otherwise provided as presented below. In certain cases the Provider applies binding data protection regulations or other similar instruments in order to protect the data appropriately. To obtain information about the guarantees, please contact the Provider using the contact details listed at the end of this document.
- 6.2 In the interest of fulfilling the contract, the Provider will in some cases use a Microsoft Azure Cloud environment provided by Microsoft on behalf of the Provider. Where this Privacy Notice refers explicitly to data processing in the "backend", the Provider also uses a regional backend, which is provided by Microsoft on behalf of the Provider, to fulfil the contract. The processing in the regional backend takes place in the vicinity of the vehicle location, where possible, in order to reduce any delays between the query and presentation or reproduction of the data.
- In addition, a cloud environment is also used for communication between the Provider and any Third-Party Content Providers in the context of the "Interface to Third-Party Content Providers" Digital Extra for certain Third-Party Content Providers. This is operated by different service providers depending on the Third-Party Content Provider. With respect to the cloud environment, it cannot be ruled out that the respective service providers (Microsoft, Google, Amazon Web Services) will process personal data in Third Countries outside Singapore. In order to protect the personal data appropriately, the Provider has concluded legal agreements with the respective service providers, which include appropriate guarantees. To obtain information about the guarantees, please contact the Provider using the contact details listed at the end of this document.
- 6.3 In the context of fulfilment of the contract, any recipients of personal data (e.g. Participating Partners, Service Partners, roadside assistance companies, Third-Party Content Providers), which receive personal data from the Provider for the purposes of fulfilment of the contract, may be located in Third Countries. The transmission to such recipients is carried out by the Provider at the request of the Customer and is necessary for fulfilment of the contract.
- 7. How long will personal data be stored?**
- 7.1 The master data (e.g. name and address) of the Customer and Co-User will be stored for the duration of the contractual relationship. After the end of the contractual relationship, the data will be retained in conformity with the legal commercial and legal tax record-keeping requirements and will be subsequently deleted.
- 7.2 Unless otherwise specified in these data protection notices, in the context of the recording of data from the vehicle for the provision of the Digital Extra, only the last recorded event from the vehicle will be stored. A newer event replaces the older event, which is then deleted. The Provider will not store any personal data collected in this context any longer than is necessary to provide the respective Digital Extra and will delete data that have not been overwritten by more recent events at the latest upon termination of the contractual relationship. When the individual Digital Extras are deactivated the related data in the backend will also be deleted.
- 7.3 Unless otherwise specified in these data protection notices, other data processed for the performance of the contract in the context of the respective Digital Extras (e.g. the profiles created by the Customer) will be deleted at the latest upon termination of the contractual relationship, unless continued storage is necessary for the execution of the contract, to facilitate the Provider's assertion, exercise and defence of legal claims, or to fulfil statutory retention requirements.
- 8. How will my data be protected?**
- 8.1 The Provider will entrust only staff, who are instructed in accordance with the statutory requirements and obligated to maintain confidentiality, with the processing of the personal data connected with the Digital Extras, and will ensure that appropriate measures are in place in order to ensure that such staff can process personal data only on the instruction of the Provider.
- 8.2 The Provider implements technical and organisational security measures to protect the personal data of the vehicle users adequately, in particular against unintentional or unlawful destruction, loss, alteration, unauthorised disclosure and unauthorised access. The Provider

will carry out regular checks of the technical and organisational measures and will implement a programme of continuous improvement in line with technological developments.

## 9. What rights do I have?

- 9.1 Where the Provider or Mercedes-Benz AG (respectively as independent data controllers) collects, uses, discloses and/or processes your personal data, in accordance with the legal regulations you have the right to:
- 9.1.1 request information about the personal data in possession or under the control of the Provider and/or (if applicable) by Mercedes-Benz AG;
- 9.1.2 submit a request to correct an error or omission in your personal data that is in the possession or under the control of the Provider or Mercedes-Benz AG (the Provider or Mercedes-Benz AG may choose not to make the correction if it is satisfied on reasonable grounds that the correction should not be made);
- 9.1.3 if the legal prerequisites are met, receive the data provided by you in a documentary format (which may be subject to a reasonable fee).

**9.2 Furthermore, you have the right to withdraw your consent to the collection, use and/or disclosure of your personal data, which is carried out for the purposes listed in this Privacy Notice.**

- 9.3 To exercise your rights, please contact the Provider or, if applicable, Mercedes-Benz AG using the contact details listed below. Moreover, you have the right to file a complaint with the Personal Data Protection Commission.

## 10. Governing Law

This Privacy Notice shall be governed in all respects by the laws of Singapore.

## 11. How can I contact the Provider or Mercedes-Benz AG?

- 11.1 The Digital Extras are an offering of the Provider.
- 11.2 Unless otherwise expressly stated in this Privacy Notice, your personal data is processed by Mercedes-Benz AG as a data controller.
- 11.3 If you have any questions about the processing of your personal data by the Provider or Mercedes-Benz AG in connection with the provision of the Digital Extras, you can contact the Provider's customer service centre or, if applicable, Mercedes-Benz AG (respectively as independent responsible parties) at any time using the following contact details:
- Conduent SEA HUB  
Contact support form: <https://www.mercedes-benz.com.sg/passengercars/content-pool/marketing-pool/contact-forms/mercedes-me-support.html>  
Telephone number: (+65) 18003297540

(free of charge from landlines, charges from mobile phones may vary).

- 11.4 The appointed data protection officer is:

Joanne Chia.

Email address: [dpo\\_singapore@mercedes-benz.com](mailto:dpo_singapore@mercedes-benz.com)

Chief Officer Corporate Data Protection,  
Mercedes-Benz Group AG, HPC W079, D -70546  
Stuttgart, Germany  
Email address: [data.protection@mercedes-benz.com](mailto:data.protection@mercedes-benz.com)

Mercedes-Benz Digital Extras Overview of services	<b>Terms</b> <sup>1)</sup>	<b>Necessary special equipment</b> and/or apps <sup>2)</sup>	<b>Availability</b> for the following model series from manufacturing date (except Vans)
	<b>Further information</b>		
1) Maintenance Management			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class),  G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class),  G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
2) Telediagnosics			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class)

3) Accident Recovery and Breakdown Management			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
4) Accident Recovery			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
5) Breakdown Management			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
6) Remote vehicle diagnostics			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class),

7) Remote Retrieval of Vehicle Status/Remote Status	Unlimited		Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
8) Programming of charging settings and Pre-Entry Climate Control	3 years from activation Term extension via Mercedes-Benz Store	MBUX multimedia system	Available for battery electric and plug-in hybrid vehicles with Digital Extras from Mercedes-Benz produced from 12/2019
9) Remote Door Locking and Unlocking			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
10) Remote Sunroof Control, Remote Window Control		MBUX multimedia system and sliding sunroof or panoramic sliding sunroof	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
11) Remote Window Control		MBUX multimedia system	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
12) Personalisation		MBUX multimedia system	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020

13) Parked Vehicle Locator		COMAND Online, Audio 20 or MBUX multimedia system	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
14) Vehicle Tracker	3 years from activation Term extension via Mercedes-Benz Store	COMAND Online, Audio 20 or MBUX multimedia system	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
15) Trip Statistics	3 years from activation	MBUX multimedia system and navigation	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
16) Geofencing	3 years from activation Term extension via Mercedes-Benz Store	MBUX multimedia system	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020

17) Live Traffic Information	3 years from activation Term extension via Mercedes-Benz Store	MBUX multimedia system with navigation	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
18) Car-to-X Communication	3 years from activation Term extension via Mercedes-Benz Store	MBUX multimedia system with navigation	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
19) Internet Radio with tethering <sup>3)</sup>	3 years from activation	MBUX multimedia system with Entertainment Package 49U or 22U & (853 or 810 or 811)	S-Class and C-Class SL-Class AMG EQE GLC SUV EQE SUV (from market launch) EQS SUV (from market launch) EQS
20) Parking / Parking for navigation	3 years from activation Term extension via Mercedes-Benz Store	MBUX multimedia system with navigation	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
20.1) Available Parking Spaces in public multi-storey car parks <sup>4)</sup>			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020

20.2) Available Parking Spaces on public roads with probability forecast <sup>4)</sup>	<p>3 years from activation</p> <p>Term extension via Mercedes-Benz Store</p>		<p>Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class),</p> <p>G-Class with Digital Extras from Mercedes-Benz produced from 04/2020</p>
21) Online Map Update	<p>3 years from activation</p> <p>Term extension via Mercedes-Benz Store</p>	<p>COMAND Online or MBUX multimedia system with Navigation</p>	<p>Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class),</p> <p>G-Class with Digital Extras from Mercedes-Benz produced from 04/2020</p>



22) Local Search	3 years from activation Term extension via Mercedes-Benz Store	MBUX multimedia system with navigation	Vehicle Types 1 & 2: Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020  Vehicle Types 3: S-Class
22.1) Send2Car			Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class)  G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
23) Weather	3 years from activation Term extension via Mercedes-Benz Store		Vehicle Types 1 & 2: Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020  Vehicle Types 3: S-Class

24) Satellite images	3 years from activation Term extension via Mercedes-Benz Store	A navigation system and GPS reception in the vehicle are required for use. Mercedes-Benz Navigation (365)	CLA-Class (06/23), GLE-Class SUV (12/22), GLE-Class Coupe (06/23), GLS-Class SUV (06/23), A-Class Compact Sedan (12/22), A-Class Sedan (12/22), AMG GT (11/23), C-Class Sedan (03/21), E-Class Sedan (06/23), S-Class Sedan long version (10/20), S-Class Maybach (03/21), SL Roadster (03/22), C-Class Coupe (09/23), C-Class Convertible (03/24), EQB-Class (12/23), EQA-Class SUV (12/23), B-Class Sports Tourer (12/22), GLB-Class SUV (06/23), GLA-Class Coupe (06/23), GLC-Class long version (03/23), GLC-Class Coupe (05/23), GLC-Class (08/22), EQE SUV (12/22), EQE Sedan (03/22), EQS SUV (08/22), EQS Sedan Maybach (11/23), EQS Sedan (07/21), EQG-Class (04/24), G-Class (06/24)
25) Dictation function	Can be used up to 2026		C-Class, E-Class Saloon, E-Class Estate, E-Class Coupé, S-Class Saloon
26) Theft notification and parking damage detection	3 years from activation Term extension via Mercedes-Benz Store	Guard 360° Vehicle Protection (P54)	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class),  G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
27) Online Music with tethering <sup>6)</sup>	3 years from activation	MBUX multimedia system & 22U & 853 or 810 or 811	S-Class C-Class EQS EQS SUV (from market launch) SL-Class AMG EQE EQE SUV (from market launch)

28) Interface to Third-Party Providers		MBUX multimedia system	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
29) Links to content providers	3 years from activation Term extension via Mercedes-Benz Store		Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class)
30) Global Search	Unlimited	MBUX multimedia system with pre-installation for navigation or media display	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class)
31) Valet Protect	3 years from activation Term extension via Mercedes-Benz Store	MBUX multimedia system	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
32) ENERGIZING COACH	from activation ENERGIZING COACH	Special equipment PBR or PBP Code	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class)
33) Display of Charging Stations		MBUX multimedia system with pre-installation for navigation	EQA, EQB, EQE, EQS EQE SUV (from market launch) EQS SUV (from market launch)
34) Mercedes me Charge <i>(The "Local Search" service must be active to search for charging stations)</i>		MBUX multimedia system with pre-installation for navigation, Remote & Navigation Services (13U)	EQC, EQA, EQB, EQS, EQE (04/2022); EQS SUV (08/2022), EQE SUV (04/2023), G-Class with EQ technology (04/2024), CLA (when available) Plug-in hybrids of the following model series: GLC and GLC Coupe (09/2019), C-Class (09/2021); E-Class (06/2020), S-Class (07/2021)
35) Individual Consumption			A-Class (09/2019), C-Class (09/2019), GLE (09/2019), GLS (09/2019).

36) Remote Vehicle Finder	3 years from activation		Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
37) Online Route Calculation	3 years from activation	Navigation	S-Class (10/2020) EQS (06/2021), C-Class Sedan and C-Class Wagon (06/2021) A-Class, B-Class, E-Class, CLA, GLA, GLB, GLE, SL and GLC from 09/2023
38) MBUX voice assistant	Unlimited term when ordered ex works <sup>3</sup>	MBUX multimedia system with pre-installation for navigation or media display	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class), G-Class with Digital Extras from Mercedes-Benz produced from 04/2020
39) Radio Service Following with tethering <sup>3)</sup>	3 years from activation	MBUX multimedia system & 22U & 853 or 810 or 811	S-Class (10/2020) EQS (06/2021), C-Class Sedan and C-Class Wagon (06/2021) SL-Class AMG (06/2022) EQE (12/2021)
40) Pre-Entry Climate Control	3 years from activation		S-Class (with 48V on-board electrical system)
41) Temporary activation of on-demand features			
40.1) Adaptive Highbeam Assist	Unlimited term when ordered ex works or can be purchased subsequently for a limited term via the Mercedes-Benz Store	LED headlamps (631)	
40.2) Rear axle steering with steering angle of up to 10°	Unlimited term when ordered ex works, or can be purchased subsequently for a limited term via the Mercedes-Benz Store	Rear axle steering with steering angle of up to 4.5° (201) and 360° camera (501) and PARKTRONIC (235)	EQE and EQS
40.3) Beginner Driver Mode	Unlimited term when ordered ex works or can be purchased subsequently for a limited term via the Mercedes-Benz Store	GLC exclusively for GLC 300	EQE EQS EQE SUV (from market launch) EQS SUV (from market launch)

			GLC (from production date 01.07.2023)
40.4) Valet Service Mode	Unlimited term when ordered ex works or can be purchased subsequently for a limited term via the Mercedes-Benz Store	GLC exclusively for GLC 300	EQE EQS EQE SUV (from market launch) EQS SUV (from market launch)  GLC (from production date 01.07.2023)
40.5) Minigames	1 year from activation, term extension via Mercedes-Benz Store	C-Class Package PBF/PBG	A-Class (from 12/2022) B-Class (from 12/20223) C-Class Sedan & Wagon (from 06/2022) EQE EQS (from 07/2021) GLC SUV (from 09/2022) S-Class (from 06/2022)  EQE (from market launch) EQS (from 07/2021))  * TETRIS® available exclusively for EQS
40.6) Sound Experience	1 year from activation, term extension via Mercedes-Benz Store	Burmester® surround sound system (810) and no AMG (PUF)	EQE and EQS
40.7) AMG TRACK PACE Online Functions / Stories Online Functions		AMG TRACK PACE (256) or Emotion Tour (45U)	All passenger cars with MBUX multimedia system from 06/2022
40.8) Energizing Package	Unlimited term when ordered ex works, or can be purchased subsequently for a limited term via the Mercedes-Benz Store	Ambient lighting (891), front seat heating (873/401/902) and (525/534/535)	C-Class Sedan & Wagon (06/2022) EQE (06/2022) EQS (06/2022) GLC SUV (from 09/2022) S-Class (06/2022) SL (06/2022)
40.9) Active Distance Assist DISTRONIC	Unlimited term when ordered ex works or can be purchased subsequently for a limited term via the Mercedes-Benz Store	Technical pre-installation for DISTRONIC (5B0)	A-Class (from 06/2023) W/V177 B-Class (from 06/2023) W247 C-Class Sedan & Wagon (from 06/2023) W/S206) CLA-Class (from 06/2023) C118 GLA (from 06/2023) GLC (from 06/2023) E-Class Sedan (from 08/2023) W214 GLB (from 08/2023) X247 E-Class Sedan (from 08/2023) W214 GLB (from 08/2023) X247 CLE (from market launch)
42) AMG ONE Remote Pre-Heating Powerunit*	Unlimited		AMG ONE

43) MBUX Augmented Reality for Navigation		Connect 20 high or higher or MBUX multimedia system High, Premium or Premium+ (525/528/529/534/535) for EQE Sedan and EQS Sedan between 12/2022 and 06/2023 additionally 360° camera (501)	A-Class (from 12/2023) B-Class (from 12/2023) C-Class (from 12/2023) CLA-Class (from 12/2023) CLE-Class (from 12/2024) E-Class (from 12/2024) EQA (from 12/2023) EQB (from 12/2023) EQE (from 12/2023) EQS (from 12/2023) GLA (from 06/2023) GLB (from 08/2023) GLC (from 12/2023) GLE/GLS (from 12/2023)
44) Individual recommendations		MBUX multimedia system	Available for all model series with Digital Extras from Mercedes-Benz produced from 12/2019 (except G-Class)

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

- 1) Once activated, the services can be used free of charge for the specified duration and afterwards can be extended subject to a fee. The individual services can be activated within one year of initial registration of the vehicle or initial use of the vehicle (whichever occurs first).
- 2) You can find information about the compatible devices and operating systems at [www.mercedes-benz-mobile.com](http://www.mercedes-benz-mobile.com).
- 3) The service is expected to be available from 12/2020 and can only be used with tethering (the customer's data volume/the smartphone's hotspot).
- 4) This information is currently available in selected car parks.
- 5) The service can only be used with tethering (the customer's data volume/the smartphone's hotspot). Music streaming services such as TIDAL or Spotify must be available in the country. The customer must also have a contract with the respective third-party provider.