

## Processing of Personal Data for the Mercedes me connect Services

(Version 002.006.002.A.24-04)

### <Note>

(1) For customers who have accepted the amendment to Data Protection Notices for the Mercedes me connect Services by Mar 24, 2024, the effective date of the amendment to Data Protection Notices for the Mercedes me connect Services (Version 002.006.002.A.24-04) (these **"Data Protection Notices"**) will be Apr 1, 2024.

(2) Unless otherwise specified herein, the definitions used in these Data Protection Notices have the meanings set forth in the Terms of Use for the Mercedes me connect Services (together with the Mercedes me connect overview of, the **"Terms of Use"**).

(3) For customers who have accepted the Data Protection Notices after Mar 25, 2024, the agreement based on the Data Protection Notices (Version 002.006.002.A.24-04) will take effect as at the time specified in Section 3.1 of the General Part of the Terms of Use.

Mercedes-Benz Group and Mercedes-Benz Japan G.K. ("**MBJ**") are happy about your interest in MBJ, Mercedes-Benz Group and MBJ's products and services. The protection of your private data is important to MBJ and MBJ wants you to feel at ease when using our products and Services. The protection of your privacy when processing your personal data is an important concern to which MBJ pays special attention in our business processes. MBJ processes personal data in accordance with the data protection regulations of the country in which the instance responsible for the data processing is domiciled.

These Data Protection Notices inform you about the ways in which MBJ will process your data if you use MBJ's Mercedes me connect information and telematics services (the "Digital Extras"). MBJ's data protection policy linked below also applies to customers who use the Mercedes me connect Services, but if there is any inconsistency or conflict between MBJ's data protection policy and these Data Protection Notices, the latter shall prevail. However, even in this case, "9. Request for Disclosure, etc. regarding the Handling of Personal Information" of MBJ's data protection policy shall always supersede Article 9.1 of these Data Protection Notices.

<https://www.mercedes-benz.co.jp/passengercars/content-pool/tool-pages/legal/privacy-statement-en.html>

MBJ additionally refers to the Privacy Statement of Mercedes Benz Group AG:

<https://group.mercedes-benz.com/privacy/>

### 1. When do these data protection notices apply?

1.1 These Data Protection Notices apply for the provision of the Digital Extras by MBJ and the use of the Digital Extras by the Customer and other Vehicle users, who are provided with the Vehicle or individual functions for their use by the Customer.

1.2 A "**Customer**" is a Vehicle user within the meaning of Clause 2.1 of the General Part of the Terms of Use, who is registered at MBJ and has accepted the Terms of Use. "**Sub-Users**" are any other Vehicle users who have been registered as Sub-users by the Customer within the meaning of Clause 10.1 of the General Part of the Terms of Use.

1.3 If the Customer allows another driver to use the Vehicle, according to Clause 8.11 of the General Part of the Terms of Use, the Customer is responsible for informing the other driver about the Digital Extras and the associated data collection, processing and transmission prior to departure or usage, to obtain the other driver's consent thereto and advise them of the option to deactivate the Digital Extras.

1.4 MBJ reserves the right to change these Data Protection Notices.

### 2. What is personal data?

Personal data is information relating to an identified or identifiable natural person, for example, your name or your contact details, as well as other information with

which you can be identified directly or indirectly, in particular by a reference to an identifying number, location data, an online identifier, or one or more special attributes, that reflect your physical, physiological, genetic, psychological, economic, cultural or social identity.

### **3. Who is responsible for the processing of my data?**

**3.1** The Digital Extras are provided by MBJ, which will process your personal data as a responsible party.

**3.2** In order to provide the Digital Extras, MBJ uses Mercedes-Benz Group AG as the technical service provider for operating the “**Backend**” (as defined in Clause 4.2 of the General Part of the Terms of Use) and the associated storage, provision and processing of your personal data.

Except in cases expressly specified in these Data Protection Notices, that Mercedes-Benz Group AG receives your personal data as the responsible party, Mercedes-Benz Group AG will act only as a processor on behalf of MBJ and according to its instructions. Further information about the possible recipients of your data can be found in Clause 5 and 6 of these Data Protection Notices.

**3.3** You can contact MBJ at any time using the contact details listed at the end of these Data Protection Notices.

### **4. What data will be and for what purposes will the data be collected, stored or used regarding my use of the Digital Extras?**

**4.1** MBJ may collect, store or use the personal data of the Customer and any Sub-User, including the driver-related usage and vehicle data, for (i) the purpose of providing the Digital Extras in accordance with the Terms of Use or (ii) purposes of which the Customer is notified separately (including, without limitation, the purposes notified in the Mercedes me Portal Terms and Conditions of Use), unless in the context of a contract with the Customer or Sub-User, the Customer or Sub-User has consented to the further processing of

their data or unless otherwise specified in these Data Protection notices.

**4.2** With the registration for the Digital Extras, personal data (e.g. name and address) of the Customer is processed for the contractual performance. The linking of the user account on websites of MBJ visited via web-browser or applications (the “**Website**”) (the “**User Account**”) with the vehicle identification number (VIN), enables the use of the Digital Extras and functions. The Customer and Sub-User are able to enter voluntary data (e.g. body height) in their User Account. The Customer can delete such data in the Website at any time.

**4.3** For certain Vehicle models, a Mercedes-me connect profile is automatically created for the Customer with the Vehicle link and this profile is transmitted to the Vehicle. The profile is created in order to enable saving the Customer's settings on a user basis. The name of the Customer, the User Account and, if necessary, a profile photo are processed for the profile. Access to the profile is protected by a PIN. When the Vehicle is de-linked, the profile is deleted from the Vehicle.

**4.4** If the Customer has a User Account, the master data of the Customer maintained within the scope of the User Account is exchanged between MBJ and the Provider of the User Account and mutually updated for the purpose of the respective contractual performance.

**4.5** In general, MBJ collects and processes only Vehicle-related data and therefore no information that allows inference to other Vehicle users who are not simultaneously also a Customer or Sub-User of the Digital Extras. If MBJ processes personal data of these persons, unless otherwise specified in these Data Protection Notices, it does so only to the extent necessary to protect MBJ's legitimate interests in the appropriate contractual performance of the obligations to the Customer and effective provision of the Digital Extras (including to other Vehicle users), or to the extent the data subjects have consented to the processing of their data.

**4.6** Technical data on the Vehicle condition according to Clause 4.15.6, Clause 4.17.8, and Clause 4.30.14 are processed by MBJ for the purpose of optimizing Vehicle functions to protect MBJ's legitimate interests for all Vehicle users. The legitimate interests of MBJ arises from the circumstance that MBJ has an obligation to monitor the products and that the data supports MBJ in the process of error detection and quality improvement.

**4.7** Data according to Clause 4.17.2 are processed by MBJ for the protection of the Provider's justified interests (assertion, exercise and defence of legal claims; for the protection of data, vehicles, the Backend and/or other information processing systems required to provide the Digital Extras).

**4.8** Personal data can also be processed for the following purposes:

- Proper system operation, in particular with regard 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., Identification, analysis and protection against attempts at unauthorized access or manipulation, possible attacks and disturbances)
- Prevention and investigation of violations against the Terms of Use and misuse of the Digital Extras or functions (e.g. unauthorized activation or use of the Digital Extras, unauthorized use to disrupt the functionality of Digital Extras or functions)
- Assertion, exercise and defence of legal claims (e.g. proof of the proper functioning of the Digital Extras and about the fulfilment of contractual obligations and other legal requirements)

The data processed within the scope of the provision of the overall offer and the respective Digital Extras are also processed for the purposes referred to in this clause, as well as additional data on events from vehicles (e.g., vehicle movements, etc.) which are relevant to information security (e.g. data about access or manipulation attempts). These processing operations are carried out for the purpose of the contractual performance (e.g. ensuring the proper operation of the offer), protection of

the legitimate interests of the Provider and third parties and the fulfilment of legal obligations.

**4.9** Furthermore, MBJ may also store and process the Vehicle users' data and usage behavior in pseudonymized or anonymized form for the purposes of needs-based design and quality improvement of the Digital Extras as well as product development (optimization and further development of vehicle functions), for scientific purposes, as well as to inform the public about the Digital Extras where this is necessary to protect the MBJ's legitimate interests.

**4.10** MBJ may share the data processed as part of Mercedes me connect in anonymized form with third parties or use the anonymized data itself to develop and realize the Digital Extras, which MBJ may also offer to third parties (e.g. for the services that help ensure road safety). The legal basis for doing so is a legitimate interest. The Customer has the right to object to the sharing of data at any time. Such objection shall take immediate effect and be permanent.

**4.11** Where required, it is possible that MBJ will send the following to Mercedes-Benz Group AG :

- technical data on the vehicle's status under Clause 4.15.6, Clause 4.17.8, and Clause 4.30.14 to protect the legitimate interests of MBJ and/or Mercedes-Benz Group AG (obligation for product monitoring and use of the data to assist with error diagnostics and product/quality improvement),
- data under Clause 4.17.2 to protect the legitimate interests of MBJ and/or Mercedes-Benz Group AG (assert, exercise, and defend against legal claims),
- personal data of the Vehicle user that MBJ receives in conjunction with performing the Digital Extras, in order to protect the legitimate interests of MBJ and/or Mercedes-Benz Group AG listed in Clause 4.7, or to meet the legal obligations set forth in Clause 4.7, or
- personal data of the Vehicle users that MBJ receives in pseudonymized form to protect the legitimate interests of MBJ and/or Mercedes-Benz Group AG (needs-

based design and quality improvement of the Digital Extras as well as product development, especially optimization and further development of vehicle functions), or for research purposes or to inform the public about the Digital Extras or,

- if the Customer has opted into the "Contribute to improving vehicle functions" and/or the "Contribute to improving voice recognition," data under Clause 4.15.4, 4.22.5, and 4.35.7;

Mercedes-Benz Group AG will process this data as the responsible party in accordance with the aforementioned purposes and legal grounds.

- 4.12** MBJ shall forward to Mercedes-Benz Group AG anonymous evaluations of the concierge service from Clause 4.21.9.

- 4.13** Unless otherwise specified in these Data Protection Notices, the processing of the data by MBJ is a required condition for the provision of the Digital Extras and functionalities described. Given the corresponding technical possibilities, in connection with the description of the respective Digital Extras, you will be informed how you can prevent the processing of your 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, especially for technical processes such as the transfer of Service-related information, the (de)activation of Digital Extras, or determining the connection status, the Vehicle connects regularly or permanently to the back end using the Vehicle ID number (VIN), regardless of vehicle equipment. For this purpose, MBJ processes the information transferred (e.g. the vehicle's connection condition).

**4.15 Services Maintenance Management; Telediagnosics; Breakdown Management, Remote Vehicle Diagnosis Service**

- 4.15.1** For the provision of the above Digital Extras, MBJ processes the Customer's contact details and contract data, GPS data of the Vehicle and technical data to

establish the Vehicle condition (e.g., the vehicle identification number (VIN), auto repair shop code/Service code, wear information diagnostics-capable components and mileage). The current Vehicle position is used for "Breakdown Management" and "Concierge Service". To the extent required for the provision of the Service, the data may be passed on to third parties, for example to the Mercedes-Benz Auto Repair Shop specified by the Customer, who is entrusted with the performance of the repair and maintenance service for Vehicles of the Mercedes-Benz, the nearest Mercedes-Benz Auto Repair Shop offering roadside assistance, or any other roadside assistance companies.

- 4.15.2** When using the remote vehicle diagnostics service, diagnostic data (quick test and technical data for determining the condition of the Vehicle) is processed by MBJ, Mercedes-Benz Auto Repair Shop specified by the Customer, and/or Mercedes-Benz Auto Repair Shop requested by the Customer for repairs, maintenance, or technical inquiries, or a technician hired to provide breakdown or accident assistance where doing so it necessary to provide the Digital Extras. The short test includes an overview of the Vehicle's technical status and any errors.

*Note: The data transmitted under the above Digital Extras varies depending on the Communication Module in the Vehicle.*

- 4.15.3** To provide the best possible service, upon activation of the "Accident or breakdown management" service, after a call is made from the Vehicle, the necessary vehicle data to provide all call services activated by the Customer (such as technical data to determine the Vehicle condition, whether the call was made manually/automatically, information about impact to a parked vehicle) will be sent to the Backend. The vehicle's current position may be transferred to MBJ so that it can find the accident/breakdown location or provide local information to the Customer (such as questions about the nearest Mercedes-Benz service location) in response to an information request. The Customer selects the relevant issue at the beginning of each call. Regardless of the Customer issue, the Vehicle data required

for provision of the Digital Extras shall be made available to the call agent at the Touring Support Call Center. 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") if the Vehicle data is stored only for call services.

**Note:** *The data transmitted under the above Digital Extras varies depending on the Communication Module in the Vehicle.*

4.15.4 If the Customer has consented to the "contribute to improving vehicle functions" option, MBJ or Mercedes-Benz Group AG will also use personal data on the technical condition of the Vehicle and the use of certain vehicle components as well as data on usage statistics for certain components processed in accordance with the "contribute to improving vehicle functions" option for the Telediagnosis service as well.

4.15.5 MBJ also processes data collected as part of the Maintenance Management service to display it to the Customer on the Website (in particular, on the Vehicle Service Dashboard).

4.15.6 The technical data transferred within the scope of the above Digital Extras on vehicle status shall also be processed and used by MBJ in order to optimize vehicle functions. The data involved in this case is purely technical data relating to the Vehicle and vehicle condition. It is not possible to use this data to track movements based on routes travelled.

**Note:** *The data transmitted under the above Digital Extras varies depending on the Communication Module in the Vehicle.*

#### **4.16 Personalisation Service**

4.16.1 As part of the Personalization service, the Customer can manage preferred settings and information such as most previous destinations, radio stations and favourites in a profile. The profile can be linked to both the Vehicle and the Customer's user account. Moreover, data voluntarily stored in the user account by the

Customer (e.g. body size) will be processed whenever required to provide the Service.

4.16.2 For certain Vehicle models, the following applies:

- The Customer can synchronise his profile manually in the Vehicle; for certain Vehicle types, this can also be carried out via other access channels.
- Profiles created or modified in the user account, and thus in the Backend, that have not yet been transferred to the Vehicle remain stored in the User Account.
- The Vehicle driver can access the synchronized profiles inside the Vehicle. In addition, the Customer or Sub User can access their own profile via other access channels.
- The profiles can be deleted from inside the Vehicle. If the automatic synchronization feature in the Vehicle is deactivated and a profile is deleted from the Vehicle, then it will not be automatically deleted from the User Account of certain vehicle types. In the case of a certain vehicle type, the profile will also be deleted from the Vehicle automatically if the Digital Extras is deactivated, the User Account is deleted, or the profile stored in the User Account is deleted. For a certain vehicle type, the synchronization process is not part of the Digital Extras (instead, refer to section 4.3).

4.16.3 For certain Vehicle models, the Customer has the option of transferring the preferred settings to different vehicles, in particular to vehicles acquired subsequently. For this purpose, MBJ stores the settings on the back end for a period of one month, even after the link to the Vehicle has been disconnected or the aforementioned Digital Extras has been deactivated. Afterwards, the settings are deleted. The Customer has the option of having the preferred settings deleted earlier via other access channels at any time.

**4.17 Remote Retrieval of Vehicle Status; Programming Charging Settings, Pre-entry Climate Control; Remote Door Locking and Unlocking; Remote Sunroof Control, Remote Window Control; Remote Window Control; Remote Engine Start; Remote Vehicle Finder**

- 4.17.1 Whenever necessary to provide each of the aforementioned Digital Extras, MBJ processes the commands issued by the Customer or the accessible status information (e.g. fuel gauge level; charging settings; mileage; average fuel economy; ECO Score; tire pressure; maintenance interval; programming information for the auxiliary heater; key status; status (open or closed) of vehicle doors, trunk and sunroof; and status of rain sensor). MBJ also collects and processes further personal data in the scope described below in connection with individual Digital Extras.
- 4.17.2 As a rule, the data is automatically collected and updated on a regular basis when its status changes. Up to three events are stored and displayed in the status information. More recent status information replaces older status information.
- 4.17.3 To ensure the verifiability of commands executed by the Vehicle for the purpose of contract fulfilment and to maintain records for protecting the legitimate interests of MBJ (asset, exercise, and defend legal claims), data on the use of the Remote Door Locking and Unlocking, Remote Window Control, Remote Sunroof Control Services– for example, VIN and command executed, including feedback from the Vehicle – is stored for two years.
- 4.17.4 For the Service “Remote Retrieval of Vehicle Status”, within the scope of which the Customer is informed, MBJ may additionally process data about the level of charge, progress in charging and battery charging estimate as well as, if applicable, the location of the charging station to provide an overview of the battery charging process on vehicles with electric drives. Necessary vehicle data (for example, the pre-set time of next use) is processed to facilitate the remote control functions.
- 4.17.5 Intentionally left blank.
- 4.17.6 Intentionally left blank.
- 4.17.7 For the “Remote Engine Start” Service, MBJ collects and processes the interior temperature, ignition status, end time, and battery voltage.
- 4.17.8 MBJ shall also process the data collected as part of the “Remote Retrieval of Vehicle Status” Service for display to the Customer in the Website.
- 4.17.9 The technical data on the Vehicle condition transmitted to MBJ as part of these Digital Extras is also processed and used by MBJ for the optimisation of vehicle functions. This data is of a purely technical nature and relates only to the Vehicle and Vehicle condition and is not suitable for the creation of movement profiles based on routes travelled.
- Note: The data transmitted under the above Digital Extras varies depending on the Communication Module in the Vehicle.*
- 4.18 Parked Vehicle Locator; Vehicle Tracker; Route Planning (this service is not available as of the date hereof); Geofencing Service; Function “Door to Door Navigation”; Function “Trip Statistics”; Speedfencing Functions**
- 4.18.1 To the extent required for the provision of the above Digital Extras, MBJ processes personal data, in particular the GPS coordinates of the Vehicle. For this purpose, the GPS coordinates of the Vehicle is transmitted to MBJ and stored for the purpose of display via certain Use Gateways of the Customer and the Sub-Users authorised by the Customer.
- 4.18.2 For these Digital Extras, the respectively last position will be stored and displayed. Previous Vehicle location data will be overwritten by the respectively updated Vehicle location data. With the deactivation of the above Digital Extras by the Customer or MBJ, all saved GPS data will be deleted. MBJ will neither generate nor store any further journey profiles.
- 4.18.3 In order to ensure transparency for the Vehicle user MBJ has included a tracking symbol as part of the infotainment system in the Vehicles suitable for the above Digital Extras. This symbol appears as soon as the Service “Vehicle Tracker” or “Geofencing” is activated and - dependent on the Vehicle equipment - the setting “Transmit vehicle position” is activated in order to indicate that GPS data is being collected during the trip.

- 4.18.4 The Customer is hereby instructed that, as a result of the use of the above Digital Extras and in particular if Sub-Users are authorised, it is possible for all authorised users to obtain information about 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" Service, 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. When an inquiry is made, the location of the compatible end device being used is also tracked in order to calculate the distance between the Vehicle and the Customer. The Customer must allow compatible end device to be tracked of its location for this purpose.
- 4.18.6 For the "Vehicle Tracker" and "Geofencing", MBJ will collect and store the GPS coordinates for the Vehicle at regular intervals during the journey. For the Digital Extras "Parked Vehicle Locator" and "Route Planning", the location data for the Vehicle will be collected and stored at the end of the trip.
- 4.18.7 Intentionally left blank.
- 4.18.8 When using the "Door to Door Navigation" function, the Vehicle GPS coordinate recorded by MBJ and the destination address selected by the Customer will be transmitted to the Customer's compatible end device at the end of the journey to enable the Customer to continue navigating to their destination address using the navigation function of their compatible end device. In connection with this function, MBJ will not permanently store the information collected for the aforementioned purpose.
- 4.18.9 For the "Speedfencing" Service, the pre-set threshold and past events are stored along with the vehicle identification number (VIN), time and date, vehicle coordinates and the threshold. The Customer has the option at any time, of deleting stored events via certain Use Gateways.
- 4.18.10 When using the "Trip Statistics" function, MBJ collects, processes or uses the status information which is retrievable from the Vehicle (e.g., average speed, distance and vehicle occupancy time) for the purposes of generating and displaying the trip statistics. The data is automatically collected and updated on a regular basis (whenever the relevant status changes). MBJ will store the data in aggregated form for a period of no more than one year in each case. The Customer will have the opportunity to delete the stored trip statistics at any time through his or her User Account. In addition, the recording of data for creation of trip statistics can be prevented at any time if the driver deactivates the "Vehicle Tracker" tracking service in accordance with Clause 4.18.12 of these Data Protection Notices.
- If the Customer makes the Vehicle available for the use of another driver, according to Clause 8.11 of the General Part of the Terms of Use, 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 of these Data Protection Notices.
- 4.18.11 Intentionally left blank.
- 4.18.12 The above Digital Extras can be activated or deactivated by the Customer at any time via his/her User Account or by requesting to the authorized dealer of Mercedes-Benz. The tracking function for the "Vehicle Tracker" or "Geofencing" Service will be deactivated only by pressing the MB info call button in the overhead control panel and then calling Mercedes Call to request that the relevant service be deactivated. It is not possible to use this method to activate the Digital Extras. Even drivers who are neither the Customer nor Sub-Users can have this Service deactivated. While the tracking function for the "Vehicle Tracker" Service 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 Mercedes Call or from the Vehicle itself. This is done in order ensure the deactivation of the Digital Extras does not prevent locating the vehicle.

Depending on the Vehicle equipment the transmission of the GPS coordinates of the Vehicle for the Digital Extras “Parked Vehicle Locator”, “Vehicle Tracker”, “Route Planning and “Geofencing” will also be activated and deactivated via the setting “Determine vehicle position” in the infotainment system of the Vehicle. The related Digital Extras will not be deactivated.

**4.19** Intentionally left blank.

**4.20** Intentionally left blank.

#### **4.21 Mercedes-Benz 24h Concierge Service**

4.21.1 MBJ processes personal data, in particular the Vehicle identification number (VIN), the Customer's telephone number, the current Vehicle location (to provide location-specific information), to the extent necessary for the provision of the above Digital Extras, in particular the processing of the Vehicle user's concern.

4.21.2 For the provision of the “Mercedes-Benz 24h Concierge Service”, MBJ collects and processes the Vehicle identification number (VIN), the current Vehicle position (for providing location-based information) and other data if applicable, if this is necessary to handle the Vehicle user's concerns.

4.21.3 In addition, a history of the Customer's information requests is stored (subject matter of the information request, recommendation by the concierge and date and time of the information request) (“**Inquiry History**”). The Customer can query the Inquiry History, for example, in order to get another recommendation from the Concierge. The Inquiry History will be saved for twelve months and will be used only to the extent required for the provision of the Digital Extras. The Inquiry History is not analysed by the Provider. The Inquiry History can only be retrieved with the security question and answer.

4.21.4 Because information requests take place remotely and the vehicle identification number (VIN) of the Customer's Vehicle is processed by MBJ when a call is made via the permanently installed SIM card installed in the Vehicle is made and the Customer's telephone number is processed during queries made via the Customer's mobile phone, it is possible that inferences to the Customer or other respective users could be made. However, such data will be used only insofar as necessary for the provision of the Concierge Service (e.g., for sending route information to the infotainment system of the Customer's Vehicle).

4.21.5 Intentionally left blank.

4.21.6 The current Vehicle position and other data relating to the Vehicle may be transmitted to, and used by, MBJ for the purpose of the provision of the Concierge Service (e.g., for the purpose of providing location-related information requested by the Customer).

*Note: The data transmitted under the Concierge Service varies depending on the Communication Module equipped in the Vehicle.*

4.21.7 At the start of each call, the Customer must select the relevant Customer matter over the phone. Depending on the Customer's matter, the Vehicle data required for the Service is then made accessible to the respective call center.

4.21.8 The information available from the Concierge Services is generally in Japanese or English.

4.21.9 To improve the Service quality, Service and quality-related data will also be stored during the “Concierge Service”. MBJ analyses the Service and quality-related data in anonymised form for purposes of improving the Concierge Service.

**4.22** Intentionally left blank.

**4.23** Intentionally left blank.

#### **4.24 Services (Mercedes-Benz Apps): Internet Radio; Function "Send2Car"; Weather; Dictation; Other Mercedes- Benz Apps**

4.24.1 Different personal data is processed for the above Digital Extras depending on the function.

4.24.2 When using the function "Internet Radio", the current Vehicle location and, if applicable, the destination address entered will be collected by MBJ and are transmitted in anonymised form to the Content Provider for the purpose of enabling an Internet radio station search in the vicinity of the vehicle's location and its destination. In addition, the 10 most recent radio stations are stored by MBJ in the Backend. Furthermore, MBJ transmits any Customer login, to the respective Content Provider. To the extent that the Customer or a Sub-User has stored an access password for a particular Multimedia Service, access is also available to all other users in the Vehicle. The access password itself is not, however, visible to the other users.

4.24.3 Intentionally left blank.

4.24.4 For the "Send2Car" function, addresses and points of interest (e.g. restaurants, hotels, and shops) are processed by MBJ and transmitted to the infotainment system of the Vehicle.

4.24.5 For the "Weather" function, the current location of the Vehicle and the selected map section is collected by MBJ and transmitted in anonymised form to the Content Provider, which uses these data to provide the information displayed in the infotainment system of the Vehicle. The favourites selected by the Customer are stored by MBJ 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 the battery-powered vehicles or plug-in hybrid car and the battery charging status in anonymised form to the Content Provider will not enable any inferences with the Vehicle or the Customer/driver.

4.24.7 If the voice control functionality is used within the scope of the above the transmission of the audio data files of the spoken search term to the Service 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, is used only as far as necessary to provide the voice command function.

4.24.8 Intentionally left blank.

#### **4.25 Online Music Service**

4.25.1 As part of the "Online Music" service, the Customer's authentication data (such as anonymous music account access data) and information regarding searches for and selections of music content are processed in the Backend. The music account access data is first processed by the music provider, and then transmitted with all identifying data removed. The Vehicle transmits information such as searches for and selections of music content to the Backend, which is requested by the music provider chosen by the Customer and transmitted back to the Vehicle. The music provider transmits the music stream directly into the Vehicle. MBJ stores the Customer's anonymous access data in the Backend, and the track currently being played in the Vehicle is also stored. The data processed in connection with this service are deleted upon logging out of the music account. The music account in the Vehicle is linked to a user profile in the Vehicle. This means that deleting the user profile also deletes the music account in the Vehicle.

4.25.2 The Customer can also use the above service using voice commands provided the "LINGUATRONIC Online Voice Control" or "MBUX Voice Assistant" service has been activated. In this case, the voice request is first processed by the voice control service provider. The music search and selection information recognized by the voice control service provider (e.g. album, artist, title) is then transmitted in transcribed form by the Vehicle via the Backend to a third-party music provider for the purpose of service

provision. The third-party music provider shall process this data on the basis of its own terms and conditions.

#### **4.26 Video-Streaming Digital Extra**

4.26.1 If necessary for the purpose of the Digital Extra specified above, the Provider processes certain vehicle equipment characteristics (e.g. availability of audio/video codecs, screen resolution, language settings, model series and drive type, certain special built-in equipment) and user data (e.g. pseudonymized Mercedes me ID, pseudonymized VIN) in the back end. The Provider shares this data with the video-streaming provider in order to enable an optimized user experience for the Customer (e.g. by allowing the Customer to resume watching shows that have already been started). In order to ensure compliance with regional licensing rights, the Provider processes the region and country in which the vehicle is currently located from the vehicle's navigation system at regular intervals and transmits this data only when the Digital Extra specified above is activated and in the event of changes to the video-streaming provider.

4.26.2 As the party responsible for the data transmitted to it by the Provider at the Customer's request, the video-streaming provider has independent responsibility under data protection law. The video-streaming provider processes the data in accordance with these terms and conditions.

#### **4.27 Internet Radio Service**

4.27.1 For the "Internet Radio" Service, information such as the VIN, country and language, search queries and, when searching for radio stations in the Vehicle's locality, the Vehicle's position as well as the destination address for navigation is transmitted by the Vehicle to the Backend. There, all identifying information is removed from the data before it is transmitted to a Third-Party Provider, which uses the data to provide the requested information (e.g. search query results, Internet address of the selected radio

station). The Vehicle requests logos and other images to be displayed in the vehicle directly from the Third-Party Provider. The Vehicle plays the selected radio station via the station's website. The last ten radio stations listened to are stored in the Backend so that they can be accessed from the Vehicle.

4.27.2 If the Customer logs into his/her user account in the Vehicle, the Vehicle also transmits the corresponding access data to the Third-Party Content Provider via the Backend. The Third-Party Provider stores the Vehicle's link with the user account in order to display favourites in the Vehicle. When the user account is deleted in the Vehicle, the Third-Party Provider's link in the Backend is also deleted.

#### **4.28 Enhanced Radio Information Service**

To provide the above Digital Extras, the VIN, radio broadcast and radio channel are transmitted from the Vehicle to the Backend of MBJ and from there in anonymised form to a Content Provider, which uses these data to provide the requested information, such as the song title, artist and album title, among others. MBJ then transmits the queried information back into the Vehicle from the Backend.

4.29 Intentionally left blank.

#### **4.30 Park; Satellite Images; Restaurants; Maps Update (USB/Online); Charging Stations; Predictive Navigation; Local Search; Weather Services**

4.30.1 For the "Park" Service, data on the queried position ("**Position Data**") (e.g. the current Vehicle position, the selected map section and/or the selected route) are transmitted through the Customer's chosen Use Gateway to the Backend, where they are anonymised by MBJ and further transmitted in anonymised form to a Content Provider who uses the data for the provision of information. For the provision of the "Park" Service, MBJ 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 MBJ every two hours in order to determine the nearest Regional Backend. From this, MBJ determines the nearest Regional Backend. The Vehicle location determined for this purpose is deleted immediately afterwards.

4.30.2 Intentionally left blank.

4.30.3 Intentionally left blank.

4.30.4 Intentionally left blank.

4.30.5 Within the scope of the "Petrol Station Prices" Service and Satellite Images and Restaurants Services, the selected map section and possibly the default system language is transmitted from the Vehicle to the Backend by MBJ and processed there. If necessary, the map section is transmitted in anonymised form to a Content Provider, which uses it to provide the requested information (petrol station prices, satellite images, restaurants) to MBJ. MBJ then transmits the queried information back into the Vehicle from the Backend. When the Satellite Image Service is used, the anonymized images are stored in the Backend.

4.30.6 As part of the Online Map Update Service, the navigation map data in the vehicle's infotainment system is updated according to its position and/or route guidance. For this purpose the VIN and the region in which the vehicle is located is collected by the provider and processed 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 service. The data collected is stored by the provider for a period of 14 days in pseudonymized form in the back end and then deleted.

4.30.7 For the "Local Search" Service the current Vehicle position, the currently selected language and, if applicable, the entered destination address are transmitted to the Content Provider, which uses this data to provide the information. Furthermore, for voice searches, the audio data for the spoken search terms is and transmitted to the Service Provider for the purpose of speech recognition. The (interim) destinations and current route

may also be transmitted to a Third-Party Provider in anonymised form, upon request.

4.30.8 If the "LINGUATRONIC Online Voice Control" or "MBUX Voice Assistant" Service is activated and the Customer uses the "Local Search" Service via a voice request, at the time of the voice request, for example, the audio data as well as the data processed within the scope of the above Digital Extras are transmitted in anonymised form to the Voice Service Provider for the purpose of the voice recognition.

4.30.9 For certain Vehicle models, the last 10 search terms and the favourites selected by the Customer are stored by MBJ in the Backend. For certain Vehicle types, the (intermediate) destinations and the current route may also be transmitted to the Content Provider in anonymised form, upon request.

4.30.10 As part of the "Weather" Service, MBJ transmits the current position of the vehicle from the vehicle to the back end once the app is opened. There it is anonymized and transmitted in that form to a third-party content provider, which uses it to provide the weather information. MBJ will then transmit the information requested from the back end to the vehicle. MBJ may transmit some requested weather information, which is periodically provided by third-party content provider to the Backend, from the Backend to the Vehicle. The favourites selected by the Customer are stored by MBJ in the Backend. In the case of voice search, the audio data for the spoken search terms are also transmitted to a Third-Party Provider for the purposes of speech recognition.

4.30.11 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 section, the target addresses that have been entered and, as appropriate, the chosen route, the type of charge plug pre-set by the Customer for Vehicles with battery-electric drive and the battery charge state in anonymised form to the Content Provider, it is not possible to identify the Vehicle or the Customer or the driver. For the provision of

the “Park” Service, MBJ 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 MBJ every two hours in order to determine the nearest Regional Backend. From this, MBJ determines the nearest Regional Backend. The Vehicle location determined for this purpose is deleted immediately afterwards.

4.30.12 Intentionally left blank.

#### **4.31 Remote Parking Assist Service**

4.31.1 With this Digital Extras, the Customer can park his vehicle remotely via the Mercedes me App; in this process, the last reason for aborting the parking manoeuvre and the version of the Mercedes me App used during this manoeuvre are recorded in the Vehicle. These data will be evaluated, as necessary, at the workshop of Service Partners or Participating Partners for purposes of failure analysis.

4.31.2 To use the Digital Extras, the Customer must establish a connection between the Mercedes me App and the Customer's vehicle. For purposes of the remote control, the Mercedes me App calls up vehicle data such as the VIN and the associated vehicle image from the Backend in order to display an image of the Customer's Vehicle in the Mercedes me App. The Vehicle image is saved locally on the Customer's compatible device.

4.31.3 For certain Vehicle types, data is exchanged between the Vehicle and the Backend of MBJ at regular intervals (approximately every 10 days). In this context, information about obsolete App versions is transmitted to the Vehicle, so that the Vehicle cannot establish a connection to an obsolete version of the Mercedes me App. The VIN and the time of the last data exchange are stored in the Backend, whereby a new value overwrites the old one.

**4.32** As the services for Mercedes me Adapter has been terminated as of Aug 2023, please delete the application of the service, “Mercedes me Adapter”

**4.33** Intentionally left blank.

**4.34** Intentionally left blank.

**4.35** Intentionally left blank.

#### **4.36 Connection to Content Providers Service**

4.36.1 With this Digital Extras, 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 obtained from the Content Providers are transmitted in anonymised form to the respective 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 Content Provider, the Content Provider cannot draw any inferences concerning the Vehicle, the Customer or the driver.

4.36.3 To provide the Digital Extras named above, MBJ 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 MBJ every two hours to enable location of the closest regional back end. Based on that information, MBJ calculates the position of the nearest back end in the region. The vehicle's position data collected for this purpose is deleted immediately afterwards.

4.36.4 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 me connect Services, 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 Extras.

#### **4.37 LINGUATRONIC Online Voice Control ; MBUX Voice Assistant Service**

4.37.1 Within the scope of the above Digital Extras, the voice recognition takes place both in the Vehicle and in the Backend. For this purpose, audio data of the voice request and the data from the Vehicle, which is required for answering the voice request, is transmitted from the Vehicle to the Backend, anonymised by MBJ and processed in anonymised form by a language service provider for the voice recognition. The language service provider assigns the language request to a topic area such as Messaging or Weather. The voice recognition of the activation words takes place only in the Vehicle.

4.37.2 Personal data (e.g. voice profile, uploaded address books) is stored by MBJ for no longer than three months after the last request.

4.37.3 Depending on the topic area, the relevant excerpts of text recognised from the audio data of the voice query ("search text"), together with the additional context data (e.g. language setting selected in the Customer's Vehicle, current Vehicle location, input target address, GPS coordinates of the chosen route, GPS coordinates of the pre-set address for home/office) will be processed by MBJ and transmitted in anonymised form to the Content Provider, which uses it for the provision of information.

4.37.4 For the topic areas "Messaging" and "Dictation" and their function "Improvement of Speech Recognition using Names from Address Books" the names stored in the Customer's Vehicle infotainment system and in the address books of the end-device connected to the Vehicle by Bluetooth are regularly transmitted to the Backend and processed and used by MBJ to improve the individual voice recognition of the user. The Customer can activate or deactivate the function at any time in the infotainment system of the Vehicle via the menu path "Settings"/"System"/"LINGUATRONIC or MBUX Voice Assistant".

4.37.5 Intentionally left blank.

4.37.6 Intentionally left blank.

4.37.7 The above Digital Extras can be activated and deactivated at any time by the Customer via certain Use Gateways, in particular the Website, or in the Vehicle's infotainment system under the menu path "Settings"/"System"/"LINGUATRONIC or MBUX Voice Assistant".

4.37.8 When using the above Digital Extras for business purposes, the Customer is advised that processing by third parties takes place. The Customer must check if his/her business communication can be processed legally using the above Service. This applies in particular to persons who are subject to professional confidentiality requirements.

4.37.9 If the Customer has agreed to "Contribution to Improvement of Voice Control", personal data from the above the Digital Extras transmitted to Mercedes-Benz Group AG and the language service provider for the purpose described in the consent. Personal data can only be forwarded with the Customer's 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. No personal data for the "Messaging" and "Dictation" subject areas are transmitted to language service provider to improve voice control operation.

4.37.10 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 Mercedes me connect Services, the Customer must inform the other driver before departure of the above Service and the associated data processing, in particular the function "Improvement of Speech Recognition using Names from Address Books", and of the option to deactivate the Digital Extras (see Clause 4.35.6) and the aforementioned function (see Clause 4.35.4).

#### **4.38 Global Search Service**

4.38.1 For this Digital Extras, the search term and context data (the current Vehicle

position, the destination address entered and the language selected in the infotainment system of the Customer's Vehicle) will be 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 the Content Provider, who uses this data to provide the information.

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

4.38.4 To speed up similar searches by the Customer, MBJ 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 Extras, MBJ also uses the Regional Backend. The Vehicle sends its current position to MBJ every two hours in order to determine the nearest Regional Backend. From this MBJ determines the nearest Regional Backend. The Vehicle location sent 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 Mercedes me connect Services, the Customer must inform the other driver, before departure, of the Digital Extras, the associated data processing and the option to deactivate the above Digital Extras.

**4.39** Intentionally left blank.

#### **4.40 Vehicle Key Pre-Installation Service for Smartphone Digital Extra**

To provide the Digital Extra named above, the Provider processes data related to the vehicle and the key as well as data used for authentication purposes and stores it for the duration of Digital Extra use. Performance of this Digital Extra also requires data used for authentication purposes without directly referencing the Customer or the vehicle to be exchanged with the smartphone manufacturer

and the particular mobile device owned by the user.

#### **4.41 ENERGIZING COACH Service**

4.41.1 MBJ processes personal data, in particular Vehicle data (e.g. driving time since start, time since last ENERGIZING Comfort program and for a certain Vehicle, for example, the temperature in the interior and exterior of the Vehicle).

4.41.2 If the Customer has activated the Digital Extras in the Mercedes me App and creates a link between the Mercedes me App and his compatible end device (wearable), MBJ also retrieves wearable data (e.g. sleep data and stress levels), from the Third-Party Provider on behalf of the Customer and/or Sub-Users and process these data in the Backend, insofar as necessary for the provision of the above Digital Extras, in particular for the optimization of the individual recommendation of ENERGIZING Comfort programs for the Customer.

4.41.3 Intentionally left blank.

4.41.4 If the Customer has activated this Digital Extras in the Mercedes me App, the heart rate data is displayed within the Mercedes me App and can also be transmitted to the Vehicle's infotainment system via a Bluetooth connection and displayed there. The pulse data is processed exclusively locally on Customer's compatible end device and in the Customer's Vehicle.

4.41.5 The personal data processed for the above Digital Extras are stored in the Backend by the provider for a maximum of one month. The Vehicle data is deleted after one day. Data on stress levels are deleted after one hour. The Customer or Sub-User has the option of deleting the stored derived access data in the Mercedes me App or ENERGIZING COACH App in order to also delete the wearable data stored for the Digital Extras.

4.41.6 After setting up the Third-Party Provider Service, MBJ stores the access data derived by the Customer for the access to the User account at the Third-Party Provider and uses these data for the

provision of the Service. The derived access data of Third-Party Providers stored in the Backend are specific to the Customer or Sub-User. The Customer or Sub-User has the option of having the stored derived access data deleted in the Mercedes me App or ENERGIZING COACH App.

- 4.41.7 MBJ has no influence on the processing of personal data by Third-Party Providers and is not responsible for this under data protection law. It is possible that Third-Party Providers carry out data processing outside of the European Union. The Third-Party Provider has independent responsibility under data protection law. The Third-Party Provider's terms of use and privacy notice can be accessed on the Third-Party Provider's website.

#### **4.42 Navigation with Electric Intelligence**

- 4.42.1 To the extent respectively required for the provision of the above Digital Extras (route planning for vehicles with battery electric drive; display of alternative routes along the journey), MBJ processes personal data, in particular on the geo-position of the Vehicle, data for route calculation (e.g. settings made in the Vehicle for the planned route, any interim destinations entered, destination address entered). For the "4.40 Navigation with Electric Intelligence" Service, MBJ also processes vehicle data in order to calculate the electric range) (e.g. settings made in the Vehicle or in the app for the electric vehicle, data for the status of the high-voltage battery).

4.42.2 Intentionally left blank.

4.42.3 Intentionally left blank.

- 4.42.4 For the above Digital Extras, when the route guidance function in the Vehicle is activated, the GPS data of the Vehicle, the data for the route calculation and the Vehicle data for calculating the electric driving range are regularly transmitted by MBJ from the Vehicle to MBJ. MBJ transmits the GPS coordinates of the Vehicle, the data for the route calculation in anonymised form to Content Providers, which use it for the provision of specific information, which flows into the route and electric driving range calculation of MBJ.

4.42.5 Intentionally left blank.

- 4.42.6 For the above Digital Extras, MBJ uses the Regional Backend. The data 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 MBJ every two hours in order to determine the nearest Regional Backend. From this, MBJ determines the nearest Regional Backend. The Vehicle location determined for this purpose is deleted immediately afterwards.

- 4.42.7 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 Mercedes me connect Services the Customer must inform the other driver, before departure, of the Digital Extras, the associated data processing and the option to deactivate the above Digital Extras.

**4.43** Intentionally left blank.

#### **4.44 Display of Charging Stations Service**

- 4.44.1 Insofar as necessary for the provision of the above Digital Extras, in particular for the provision of information on specific Use Gateways, MBJ transmits and processes the current Vehicle position, the selected map section and the selected route from the Vehicle. Furthermore, the charging requirements of the Vehicle (e.g. charging plug type or the like) are processed by MBJ.

- 4.44.2 If the Customer has activated the Mercedes me Charge Service, providing the named Digital Extras will also involve accessing the Customer's contract fee data and using it to calculate the expected cost of charging at the charging stations displayed. MBJ will also process the charge level to calculate the expected time required to charge the Vehicle.

4.44.3 Intentionally left blank

- 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 access channels is processed by the Provider in the back end in order to transfer it to the vehicle's infotainment system. If the Customer deletes personal charging station information via the other access channels, it will also be deleted from the Provider's back end, including the charging history stored for personal charging stations.

4.44.5 For the function to display information about charging stations based on certain filter criteria in the head unit and/or Mercedes me 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 back end, depending on the vehicle equipment.

4.44.6 The Customer has the option of using other access channels 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. For certain Vehicle models, 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 Service**

4.45.1 Insofar as necessary for the provision of the above Digital Extras, MBJ processes personal data, in particular to enable the Customer to charge-up his Vehicle at Partner Charging Stations via the Membership-based Mercedes me Charge Service separately provided by MBJ and to view status information (charging status and charging history or the like) and billing statement via certain Use Gateways.

4.45.2 When the Customer registers the Mercedes me Charge portal, MBJ forwards the name, email address, telephone number, set language and country of the Customer's user account and the Vehicle identification number (VIN) of the Customer's Vehicle to the Third-Party Providers of Membership-based Mercedes me Charge Service separately provided by MBJ. After the contract regarding Membership-based Mercedes me Charge Service is concluded by the Customer, MBJ stores derived access data and processes them in order to provide the Mercedes me Charge Service.

4.45.3 For the function of starting and ending a charging process of the Membership-based Mercedes me Charge Service, MBJ uses the identification of the selected Partner Charging Station.

4.45.4 To enable displaying the charging status to the Customer via certain Use Gateways, MBJ regularly transmits the information as to whether a charging process takes place in the vehicle to the Backend and processes this information in order to provide the Mercedes me Charge Service.

4.45.5 MBJ processes status information and charging information, which is retrieved through the Membership-based Mercedes me Charge Service for the purpose of providing the aforementioned Digital Extras, in particular for the purpose of displaying the information via certain Use Gateways of the Customer.

4.45.6 Intentionally left blank.

4.45.7 In order to provide the above Digital Extras, MBJ uses the 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 MBJ every two hours in order to determine the nearest Regional Backend. From this, MBJ determines the nearest Regional Backend. The Vehicle location determined for this purpose is deleted immediately afterwards.

4.45.8 If the Customer makes the Vehicle available for use by another driver, the Customer is obliged in accordance with Clause 8.11 of the General Part of the Terms of Use to inform the other driver of the Digital Extras and the associated data processing before the start of the journey, as well as of the possibility of deactivating the above-mentioned Digital Extras.

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4.51 Intentionally left blank.

#### 4.52 Notification Center

4.52.1 The Customer may have the option of receiving notifications in a notification center ("**Notification Center**") in the infotainment system of the Vehicles (in this Section 4.49, the Vehicles are limited to those have the MBUX function) from the Digital Extras that are activated by the Customer and compatible with the Notification Center ("**Notification Center Services**").

4.52.2 To retrieve notifications, the Vehicle connects to the Backend if so required by the Notification Center Services and the notifications available for the selected profile are sent to the Vehicle. For certain Notification Center Services, the Vehicle

position will be transmitted to the Backend for location-related notifications, stored and used as an approximate location.

4.52.3 In order to synchronise the notifications in the Notification Center across all of the 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" Service MBJ uses the 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 MBJ every two hours in order to determine the nearest Regional Backend. From this MBJ determines the nearest Regional Backend. The Vehicle location sent 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 of Use for the Mercedes me connect Services, the Customer is responsible for informing the other driver about the processing of the Vehicle position.

#### 4.53 On-demand Features

4.53.1 The Vehicle regularly connects itself with the Backend using the vehicle identification number (VIN) in order to check whether the respective "on-demand feature" was purchased and in doing so transmits the information on the "on-demand feature" that is currently activated in the Vehicle.

4.54 Intentionally left blank.

4.55 Intentionally left blank.

4.56 Intentionally left blank.

#### 4.57 Individual Recommendations Service

4.57.1 Where necessary for the provision of the above Digital Extras (individual recommendations to supplement the Vehicle functions with digital Services and/or special features), the Provider processes data on use of the infotainment system (e.g. settings for air conditioning, radio, function operation including touch-pad/language) and data on the technical and/or physical parameters for vehicle component loads in the Vehicle ("load spectrums," e.g. average speed or consumption figures). For three months, this data is processed on a personalized basis for the aforementioned purpose in aggregate form, 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 reaction to a corresponding recommendation of the Customer (e.g. purchase/activation of the recommended product or Service), 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 makes the Vehicle to another driver for use, in accordance pursuant to Clause 8.11 of the General Part of the Terms of Use, the Customer must inform the other driver, before departure, of the Digital Extras and the associated data processing and the option to deactivate the above Digital Extras.

4.57.4 The Customer has the option of deactivating the Digital Extras 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** Intentionally left blank.

**4.59** Intentionally left blank.

**4.60** Intentionally left blank.

**4.61** Intentionally left blank.

## **5. Will my data be passed on?**

**5.1** To the extent required for the provision of the respective Digital Extras, MBJ may pass on the personal data to Mercedes-Benz Group AG, authorized dealers of Mercedes-Benz, service partners, road assistance companies, the Third-Party Providers, Mercedes-Benz Auto Repair Shop selected by the Customer and any service providers commissioned for the performance of individual Digital Extras (e.g. IT services, in particular, the technical operation which Mercedes-Benz Group AG provides on behalf of MBJ with regard to the Backend), including but not limited to affiliates, and server administrators located in foreign countries, such as the Netherlands, the USA, Mexico, India, Singapore and the Philippines. MBJ will ensure that the respective recipients of personal data is subject to the same or comparable appropriate obligations under data protection law.

**5.2** In addition, data will be passed by MBJ to Mercedes-Benz Group AG as the responsible party (Data Controller) in the cases listed in Clause 4.11 and 4.12 and to the extent outlined therein.

**5.3** In addition, MBJ may - to the extent required - provide personal data of the Vehicle user, which it receives in connection with the Digital Extras to third parties (in particular government authorities) for the protection of MBJ's legitimate interests (assertion, exercise or defence of legal claims) or the fulfilment of our legal obligations in order to investigate violations of the Terms of Use, misuse of the Digital Extras or attempts to gain unauthorised access to data of other customers and/or other Vehicle users.

**5.4** Unless otherwise specified in these Data Protection Notices, MBJ will not pass on personal data of the Vehicle users related to the use of the Digital Extras, unless so required for the fulfilment of a contractual obligation, the Vehicle user has consented to the dissemination of his data, or MBJ is obligated to surrender such data due to a

legal provision, court decision or official order, including court order.

## **6 Will my data also be transmitted in countries outside the EU?**

**6.1** Within the scope of the contractual performance, any recipients of personal data (e.g. the Third-Party Providers commissioned by MBJ for the performance of individual services as part of contract processing) may be located in third countries outside the EU/EEA, whose data protection levels have not been recognised by the EU Commission in an appropriateness resolution ("Third Countries"). For appropriate protection of the data, MBJ has concluded contracts with the recipients of such data on the basis of the EU standard contract clauses, which contain appropriate guarantees, unless otherwise provided as presented in Clause 6.2. In certain cases MBJ applies binding data protection regulations or other similar instruments in order to protect the data appropriately. For information on the guarantees, please contact MBJ using the contact details listed at the end of these Data Protection Notices.

**6.2** For performance of the contract, MBJ at times also uses the 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 and presentation or reproduction of the data. This is operated by different Third-Party Providers depending on the Third-Party Provider. In this respect, it cannot be ruled out that the respective Third-Party Providers (Microsoft, Google, Amazon Web Services) will process personal data in Third Countries. In order to protect the data appropriately, MBJ and/ or Mercedes-Benz Group has concluded contracts with the respective Third-Party Providers on the basis of the EU standard contractual clauses, which include appropriate guarantees. To obtain information about the guarantees, please contact MBJ using the contact details listed at the end of these Data Protection Notices.

**6.3** In addition, a cloud environment is also used for communication between the

Provider and any third-party providers as part of the Third-Party Provider Interface Digital Extra. Depending on the third-party provider, the environment is operated by different service providers.

**6.4** In the context of the fulfilment of the contractual performance, any recipients of personal data (e.g. authorized dealer of Mercedes-Benz, Mercedes-Benz Auto Repair Shops, road assistance companies, or the Third-Party Provider specified by the Customer, who receive personal data from MBJ for the purpose of fulfilment of the contract may be located in Third Countries. The transmission is carried out by MBJ at the Customer's request and is necessary for fulfilment of the contract.

## **7 How long will my data be stored?**

**7.1** The master data (e.g. name and address) of the Customer and Sub-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 tax record-keeping requirements and will be subsequently deleted.

**7.2** Unless otherwise specified in these Data Protection Notices, including, without limitation, Clause 7.1 of these Data Protection Notices, in the context of the recording of data from the Vehicle for the provision of the Digital Extras, only the last recorded event from the Vehicle will be stored. A newer event replaces the older event, which is then deleted. MBJ will not store any personal data collected in this context for any time longer than the time required for the provision of the respective Digital Extras and data which is not overwritten by newer events will be deleted at the latest as of the end of the contractual relationship. When the individual Digital Extras are deactivated the related data in the Backend will also be deleted. However, this Clause does not apply to the processing of personal data for the Breakdown Management Service.

**7.3** Unless otherwise specified in these Data Protection Notices, other data, which must be 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 execution of the contract, the protection of the legitimate interests of MBJ (in particular the assertion, exercise and defence of legal claims), or to fulfil retention requirements.

## **8 How will my data be protected?**

**8.1** MBJ will only entrust staff with the processing of personal data in connection with the Digital Extras that has been instructed in conformity with the legal requirements and is obligated to observe confidentiality, and will also ensure through appropriate measures that these staff only process personal data in accordance with MBJ's instructions.

**8.2** MBJ uses technical and organisational security measures for the appropriate protection of the personal data of the Vehicle users, in particular against unintentional or unlawful destruction, loss, alteration, unauthorised publication or unauthorised access. MBJ will carry out regular checks on the technical and organisational measures and implement a programme of continuous improvement in line with technological developments.

## **9 What rights do I have?**

**9.1** To the extent MBJ processes your personal data, in accordance with the Act on the Protection of Personal Information of Japan you are entitled to disclose, make a correction, addition or deletion, and demand ceasing utilization or deleting of the retained personal data. To exercise your rights please contact MBJ using the contact details presented below.

**9.2** This Clause applies where the EU General Data Protection Regulation applies.

**9.2.1** Where MBJ or Mercedes-Benz Group AG (respectively as an independent responsible party) processes your personal data, in accordance with the legal regulations under the EU General Data Protection Regulation, you have the right to:

- request information about the personal data processed by MBJ and/or, if applicable,

by Mercedes-Benz Group AG (Right of Access);

- demand the adjustment of incorrect data and - in consideration of the purpose of the processing - the completion of incomplete data (Rectification Right);
- demand the deletion of your data for justified reasons (Deletion Right or "right to be forgotten");
- demand limited processing of your data if the legal prerequisites for this are met (Right to Restrict Processing);
- if the legal prerequisites are met, receive the data provided by you in a structured, common and machine-readable format and to transmit this data to another responsible party or, if this is technically feasible, have the data transmitted by MBJ or, if applicable, by Mercedes-Benz Group AG (Right to Data Portability).

**9.2.2** Furthermore, you have the right to object to the processing of your data, which is carried out to protect the legitimate interests of MBJ and/or, if applicable, Mercedes-Benz Group AG, for reasons that arise from your particular situation, in accordance with the statutory provisions (Right to Object). If your personal data is processed in order to carry out direct marketing, you also have the right to declare your objection to this processing at any time without giving separate reasons.

**9.3** To exercise your rights, please contact MBJ or, if applicable, Mercedes-Benz Group AG using the contact details listed below. Moreover, you have the right to file a complaint with a data protection supervisory authority.

## **10 How can I contact MBJ or Mercedes-Benz Group AG?**

**10.1** The Digital Extras are an offering of MBJ.

**10.2** If expressly stated in these Data Protection Notices, the data is processed by Mercedes-Benz Group AG - Mercedes-Benz Group AG, Mercedesstr. 120, D-70372 Stuttgart, Germany - as the responsible party (Data Controller).

**10.3** For questions concerning the processing of your personal data by us in connection with the provision of the Digital Extras, you can

contact MBJ/Mercedes-Benz Group AG at any time as follows:

Mercedes-Benz Japan – Mercedes Call:  
Tel (English): 0120-009-927  
Tel (Japanese): 0120-190-610  
(8AM to 8PM/365 days per a year)

\*Excluding temporary downtime for planned maintenance and power outages etc.

#### **10.4** Contact for Mercedes-Benz Group AG

Chief Officer for Corporate Data Protection

Mercedes-Benz Group AG, HPC E600, D-70546 Stuttgart, Germany.

Email Address:

[data.protection@mercedes-benz.com](mailto:data.protection@mercedes-benz.com)

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

Mercedes-Benz Japan G.K.

Enacted on July 1, 2017

Amended in Apr 2024