

Privacy Notice for the Mercedes me connect Services

Version 002.029.002.A.23-16

Mercedes-Benz Malaysia Sdn. Bhd., Wisma Mercedes-Benz, 16A Jalan BK 1/13, Taman Perindustrian Bandar Kinrara, 47180 Puchong, Selangor Darul Ehsan, Malaysia ("Provider"/"we") welcome 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 be at ease when using our products and services. The protection of your privacy when processing your personal data is an important concern to which we pay special attention to in our business processes. We process your personal data in accordance with the requirements of the Personal Data Protection Act 2010.

This Privacy Notice informs you about how we process your information if you use our Mercedes me connect Information and Telematics Services (the "Digital Extras"). Our privacy policy is also based on the Data Protection Policy applicable for the Provider. You can access the Data Protection Policy applicable for the Provider on the website <https://www.mercedes-benz.com.my/passengercars/content-pool/tool-pages/legal/privacy-statement.html>.

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1. When does this Privacy Notice apply?

- 1.1 This Privacy Notice applies to the provision of the Mercedes me connect Services by the Provider and their use by the Customer and other vehicle users whom the Customer allows use of the vehicle or individual functions thereto.
- 1.2 The “Customer” is the vehicle user, within the meaning of Clause 2.1 of the Terms of Use for Mercedes me connect Services, who has registered with the Provider and accepted the Terms of Use. “Co-Users” are any other vehicle users who have been registered by the Customer as Co-Users within the meaning of Clause 11.1 of the Terms of Use for Mercedes me connect Services.
- 1.3 If the Customer allows the vehicle to be used by another driver, then the Customer is obligated, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, to inform the other driver about the Digital Extras and the associated data collection, processing and transmission prior to departure, to obtain the driver’s consent thereto, and to advise the driver of the option of deactivating individual Digital Extras. In the event that the Customer, Co-Users or another driver provide the Provider with any Personal Data relating to the other driver, the Customer, Co-Users or another driver represents to the Provider that the Customer, Co-Users or another driver have provided their consent, for the Provider to process their personal data in accordance with this Privacy Notice. The Provider is not responsible or liable towards the other driver for the losses or liability as a result of the Customer’s, Co-User’s or another driver’s failure to obtain the consent of the other driver. The Customer, Co-Users or another driver shall indemnify the Provider or any member of the Mercedes-Benz Group AG group of companies for the damages or losses suffered as a result of the breach of representation by the Customer, Co-Users or another driver.
- 1.4 The Provider reserves the right to modify this Privacy Notice.

2. What constitutes personal data?

Personal data is information which relates to identified or identifiable natural persons – for example, your name or your contact data, as well as other information with which you can be directly or indirectly identified – in particular, by association with an identifying number, location data, an online identifier, or one or more special attributes that express your physical, physiological, genetic, psychological, economic, cultural or social identity. If the Customer is a registered business (as defined under Clause 2.1 of the Terms of Use for Mercedes me connect Services), personal data may include but is not limited to contract master data, contract billing and payment data, IT usage data, authentication data, driver data, depending on the Digital Extras: technical data for determination of the vehicle condition and vehicle status information or geolocation of the vehicle.

3. Who is responsible for processing my data?

- 3.1 The Digital Extras are provided by the Provider, who processes your data as data controller.
- 3.2 In order to perform the Digital Extras, the Provider uses Mercedes-Benz Group AG, Mercedesstraße 120, D-70372 Stuttgart, Germany (“Mercedes-Benz”) as the technical provider for operating the Backend and the related storage, provision and processing of your personal data. Except for those cases expressly mentioned in this Privacy Notice, in which Mercedes-Benz receives your personal data in its role as data controller, Mercedes-Benz acts only as a processor on behalf of the Provider and will act in accordance with the Provider’s instructions. For more information about potential recipients of your data, please see Sections 5 and 6 of this Privacy Notice.
- 3.3 You can contact the Provider at any time using the contact details listed at the end of this Privacy Notice. Further information on the Privacy Notice can be found at <https://www.mercedes-benz.com.my/passengercars/content-pool/tool-pages/legal/privacy-statement.html> and <https://group.mercedes-benz.com/privacy/?r=dai>.

4. What data will be processed within the scope of my use of the Digital Extras and for what purposes will it be used?

- 4.1 The Provider processes the Customer’s personal data and that of any Co-Users, including driver-related usage and vehicle data, insofar as necessary for the fulfilment of the contractual performance for the provision of the Digital Extras, unless more extensive processing of the Customer’s or Co-User’s data is governed by

- a contract with the Customer or Co-User or the Customer or Co-User has agreed to more extensive processing or it is otherwise described in this Privacy Notice.
- 4.2 With the registration for Mercedes me connect, personal data (e.g. name and address) of the Customer will be processed for the contractual performance. The pairing of the user account with the vehicle identification number (VIN) enables the use of Mercedes me connect Services and functions. The Customer and/or Co-User are able to enter voluntary data (e.g. body height) in their user account. The Customer or Co-User can delete the data from the Customer Portal at any time.
 - 4.3 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 me connect Services which the Customer has activated (e.g. settings and information from the Personalisation Digital Extra such as preferred radio stations, most recent navigation destinations, etc.) will be mutually exchanged and updated for the purpose of fulfilling the contractual performance between the Provider and the Provider of the Mercedes me ID.
 - 4.4 In general, the Provider only collects and processes vehicle-related data, and thus does not collect and process any information that allows for any inferences to be made about any other vehicle users who are not also Customers or Co-Users of the Digital Extras. If the Provider processes the personal data of these persons, unless otherwise specified in this Privacy Notice, it does so only to the extent required for the protection of the Provider's legitimate interests in the appropriate contractual performance of the obligations to the Customer and the effective provision of the Digital Extras (also with respect to other vehicle users), or to the extent that the data subjects have consented to the processing of their data.
 - 4.5 Technical data on the vehicle status as outlined in Section 4.14.6, Section 4.16.9, Section 4.28.14 and Section 4.49.3 is processed by the Provider for the purposes of optimising vehicle functions to protect the Provider's legitimate interests (obligation to product liability and support of the data in identifying errors and product and quality improvement).
 - 4.6 Data outlined in Sections 4.16.2, 4.16.4 and 4.29.2 is processed by the Provider to protect the legitimate interests of the Provider (to assert, exercise and defend legal claims; to protect the data, the vehicles, the Backend and/or other information processing systems required for the purpose of providing the Digital Extras).
 - 4.7 Personal data can also be processed for the following purposes:
 - Customer support – in particular, processing of customer concerns by a service provider commissioned by the Provider and/or Mercedes-Benz authorised dealers ("Service Partners") chosen by the Customer in advance who are entrusted by the Provider with the provision of repair and maintenance services for Mercedes-Benz and/or smart brand vehicles. Communication usually takes place via the channel chosen by the customer when contacting us, e.g. by e-mail, in writing or by telephone.
 - To ensure proper system operation, especially with respect to information security and data protection for various reasons, including to protect the Customers and customer data, third parties, vehicles, vehicle systems, Backend systems and other IT infrastructure (e.g. detecting, analyzing and defending against unauthorised attempts at access or manipulation, possible attacks and malfunctions).
 - To prevent and investigate violations of the Terms of Use for Mercedes me connect Services and misuse of Digital Extras or functions (e.g. unauthorised activation or use of Digital Extras, unauthorised usage to disrupt the functionality of Digital Extras or features).
 - To assert, exercise and defend legal claims (e.g. to document the proper functioning of Digital Extras and of the fulfilment of contractual obligations and other legal requirements).
 - The data processed while supplying the general offering and the respective Digital Extras will also be processed for the purposes stated in this Section, as well as for additional data concerning security-related events from vehicles (e.g. data on attempted access or manipulation). This processing is carried out for the purpose of contractual performance (e.g. ensuring the proper functioning of the offering), to protect the legitimate interests of the Provider and third parties and to fulfil the Provider's legal obligations.
 - 4.8 Furthermore, the Provider may store and process the vehicle users' data and usage behaviour in anonymised or anonymised form for the purposes of the needs-based design and quality improvement of the entire range of Digital Extras, as well as for product development (optimisation and further development of vehicle functions), for scientific purposes, as well as to inform the public about the Digital Extras to the extent required to protect the Provider's legitimate interests.
 - 4.9 The Provider may share the data processed as part of Mercedes me connect in anonymised form with third parties or use the anonymised data itself to develop and realise the Digital Extras, which the Provider may also offer to third parties (e.g. for Digital Extras 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 for the future at any time. Such objection shall take immediate effect and be permanent.

4.10 If necessary, the Provider may transfer to Mercedes-Benz:

- technical data on the vehicle's condition in accordance with Section 4.14.6, Section 4.16.9, Section 4.28.14 and Section 4.49.3 to protect the legitimate interests of the Provider and/or Mercedes-Benz (obligation to monitor the product and use of the data to assist in fault detection and product/quality improvement);
- data in accordance with Sections 4.16.2, 4.16.4 and 4.29.2 to protect the legitimate interests of the Provider and/or Mercedes-Benz (assertion, exercise, and defence of legal claims);
- personal data of the vehicle users, which the Provider receives in connection with the provision of the Digital Extras, in order to protect the legitimate interests of the Provider and/or Mercedes-Benz as specified in Section 4.6, and/or in order to fulfil the legal obligations specified in Section 4.6;
- personal data of the vehicle users which the Provider receives in anonymised form in connection with the provision of the Digital Extras, for the purposes of protecting the legitimate interests of the Provider and/or Mercedes-Benz (needs-based design and quality improvement of the Digital Extras as well as product development, in particular optimisation and further development of vehicle functions), or for scientific purposes or for informing the public about the Digital Extras; or
- to the extent that the Customer has consented to the "Contribution to the Improvement of Vehicle Functions" and/or the "Contribution to the Improvement of Voice Recognition," data in accordance with Sections 4.14.4, 4.19.5, and 4.31.7 is transmitted to Mercedes-Benz and the aforementioned data will be processed further by Mercedes-Benz as the data controller under the aforementioned purposes and legal bases.

4.11 The Provider shall forward anonymised data for information about parking space availability under Section 4.26.1, and anonymised data about fuel consumption under Section 4.38.4 to Mercedes-Benz.

4.12 Unless otherwise specified in this Privacy Notice, the processing of data by the Provider is a prerequisite for the provision of the respectively described 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 processing of your data (e.g., by deactivating certain functions). In this case, however, it is possible that you will not be able to use the Digital Extras either in full or in part.

4.13 In order to provide the Digital Extras – especially for technical processes, such as the transfer of Digital Extra-related information, the activation or deactivation of Digital Extras, or determining the connection status as well as installation and updating of onboard apps, the vehicle connects regularly or permanently to the Backend using the vehicle identification number (VIN), regardless of vehicle equipment. For this purpose, the Provider processes the information transferred (e.g. the vehicle's connection status).

4.14 Maintenance Management; Telediagnosics; Accident and Breakdown Management; Accident Recovery; Breakdown Management and Remote Vehicle Diagnostics Digital Extras

4.14.1 For the purposes of performing the aforementioned Digital Extras (e.g. for individual, no-obligation offers for recommended servicing and upcoming service due dates or to contact the Customer when reports of wear and tear/breakdown are received), the Provider processes the Customer's contact information, GPS data on the vehicle, and technical data to determine the status of the vehicle (e.g. vehicle identification number (VIN), fault messages, garage/workshop/service code, wear information on diagnosable components, and kilometer reading). Vehicle information from other systems of Mercedes-Benz is used for this, which it receives in part from Service Partners (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 Customer consents to such disclosure of vehicle information. Contact and the corresponding reminders are sent via the method of contact chosen by the Customer (e.g. e-mail). The vehicle's current position is used only for the "Accident and Breakdown Management" or "Accident Recovery" and "Breakdown Management" Digital Extras. To the extent required for the provision of the Digital Extras, the data will be passed on to the Service Partners chosen by the Customer in advance and entrusted by the Provider with performing repair and maintenance services for vehicles of Mercedes-Benz or any other Service Partners for breakdown service or any breakdown service companies.

The aforementioned data may be processed – and particularly analysed – in anonymised 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" Digital Extras. The corresponding processing actions are taken on the basis of the Provider's legitimate interest. Section 4.9 remains unaffected by this Section.

- 4.14.2 When using the “Remote Vehicle Diagnostics” Digital Extra, diagnostic data (quick test and technical data for determining the condition of the vehicle) is processed for the purpose of Digital Extra provision by the Provider, the Mercedes-Benz Customer Care Centre (CCC), the Service Partner chosen in advance by the Customer, an authorised Mercedes-Benz garage/workshop engaged by the Customer with repairs, maintenance or technical inquiries, or a mechanic engaged by the Customer to provide breakdown or accident assistance insofar as such processing is necessary in order to provide the Digital Extra. The quick test includes an overview of the vehicle’s technical status and any errors.
- 4.14.3 In order to provide the best possible service, upon activation of the “Accident and Breakdown Management” Digital Extra, after a call is made from the vehicle, the required 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, the time of the last eCall, information about an impact to the parked vehicle) will be sent to the Backend. The vehicle’s current position may be transmitted to the Provider so that it can find the accident/breakdown location or provide location-related information to the Customer (such as questions about the nearest Mercedes-Benz service location) in response to an information request. The Customer must select the relevant issue at the beginning of each call. Depending on the Customer’s issue, the vehicle data required for provision of the Digital Extra shall be made available to the call agent at the CCC. 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.
- 4.14.4 If the Customer has consented to the “Contribution to the Improvement of Vehicle Functions”, the Provider or Mercedes-Benz 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 from the “Contribution to the Improvement of Vehicle Functions” processed for the “Telediagnosics” Digital Extra.
- 4.14.5 The Provider also processes data collected as part of the “Maintenance Management” Digital Extra to display it to the Customer on the Mercedes me Portal (in particular, on the Vehicle Service Dashboard).
- 4.14.6 The technical data transferred within the scope of the above Digital Extras on vehicle status shall also be processed and used by the Provider in order to optimise 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.

4.15 Personalisation Digital Extra

- 4.15.1 As part of the “Personalisation” Digital Extra, the Customer can manage preferred settings and information such as recent destinations, radio stations, selected light settings and favourites in a profile. The profile can be paired to both the vehicle and the Customer’s user account. Moreover, any data voluntarily stored in the user account by the Customer (e.g. body height) will be processed to the extent necessary to provide the Digital Extra.

4.16 Vehicle Status / Remote Status; Programming of Auxiliary Heating and Stationary Ventilation; Programming of Charging Settings; Pre-Entry Climate Control; AMG One Remote Pre-Heating Power unit; Remote Door Locking and Unlocking; Remote Window Control; Remote Sunroof Control; Emergency Key Deactivation; Remote Vehicle Finder; Beginner Driver Mode Remote Control; Valet Mode Remote Control; Theft Notification and Parking Damage Detection; and Remote Vehicle Start (for Pre-Entry Climate Control) Digital Extras

- 4.16.1 To the extent necessary to provide each of the aforementioned Digital Extras, the Provider processes the commands issued by the Customer or the accessible status information (e.g. fuel level, charging settings, kilometer reading, average fuel economy, tire pressure, maintenance interval, programming information for the auxiliary heater / pre-heating for power unit, key status, status (open or closed) of vehicle doors, trunk and sunroof, status of rain sensor and activation status of Valet Mode and/or Beginner Driver Mode). The Provider also collects and processes additional personal data to the extent described below in connection with individual Digital Extras.
- 4.16.2 As a rule, the data is automatically collected and updated on a regular basis when its current status changes. Up to three events are stored and displayed in the status information. New status information replaces older status information.
- 4.16.3 To ensure the verifiability of commands executed by the vehicle for the purpose of contractual performance and to maintain records for protecting the legitimate interests of the Provider (assertion, exercise and defence of legal claims), data on the use of the “Remote Door Locking and Unlocking”, “Remote Window Control”, “Remote Sunroof Control” Digital Extras, and data on the use of the “Emergency Key Deactivation” Digital Extra – for example, VIN and executed commands, including vehicle feedback – is stored for two years. With respect to the “Emergency Key Deactivation” Digital Extra, the following rule also applies: If a key has been deactivated, this final change in status (including VIN, time and date) will be stored for up to ten years for the purpose of documentation as part of anti-theft protection.

- 4.16.4 For the “Vehicle Status/Remote Status” Digital Extra as well as the “Programming of Charging Settings” Digital Extra, which involve informing the Customer of the vehicle’s status, the Provider processes data about the level of charge, progress in charging and battery charging prognosis as well as, if applicable, the location of the charging station to provide 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 enable informing the Customer of any hazardous situations, such as a critical thermal battery condition, via the selected channels, the Provider processes not only the corresponding status information but also the Customer’s respective contact information (e.g. email address). The status notification and Customer communications can be stored for a period of two years to protect the legitimate interests of the Provider (assertion, exercise and defence of legal claims).
- 4.16.5 For the “Beginner Driver Mode Remote Control” and “Valet Mode Remote Control” Digital Extras, in addition to the aforementioned data, in order to activate or deactivate the relevant mode the Provider will process the Mercedes me ID or the profile and profile authentication level configured in the vehicle upon activation/deactivation in order to carry out an authorization check (comparison of the activating and deactivating users) for the vehicle.
- 4.16.6 For the “Theft Notification and Parking Damage Detection” Digital Extra, the Provider processes the information transmitted by the vehicle about the time and cause of alarm activation or about the time, degree and direction of impact. The last impact will be stored and displayed in the App. A new impact 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 service. The Customer has the option at any time of using the App to deactivate the display of the impact and to delete the events. The aforementioned data as well as the Customer communication that took place may be stored for a period of two years to protect the legitimate interests of the Provider (assertion, exercise and defence 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 via the App, they are transferred in encrypted form to the Provider’s Backend and, from there, to the Customer’s compatible end device. The encrypted recordings can be accessed by the Customer via the App for a period of 30 days and are stored in the Provider’s Backend for a period of two years. The Provider has no influence on the export of the data and no knowledge of the image data.
- 4.16.7 For the “Remote Vehicle Start (for Pre-Entry Climate Control)” Digital Extra, the Provider collects and processes the internal temperature, ignition status, end time and battery voltage.
- 4.16.8 The Provider also processes the data collected as part of the “Vehicle Status” Digital Extra to display it to the Customer on the Mercedes me Portal (in particular, on the Vehicle Service Dashboard).
- 4.16.9 The technical data transferred as part of the above Digital Extras on vehicle status shall also be processed and used by the Provider in order to optimise 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.
- 4.17 Parked Vehicle Locator; Vehicle Tracker; Route Planning and Geofencing Digital Extras; Last Mile Navigation; Trip Statistics; Valet Parking and Curfew Minder/Valet Protect; and Speed Alert (Speedfencing) Functions**
- 4.17.1 To the extent necessary for the provision of the above Digital Extras, the Provider processes personal data, particularly the vehicle’s GPS coordinates. For this purpose, the GPS coordinates of the vehicle are transferred to the Provider and stored for display via particular Use Gateways and those of Co-Users authorised by the Customer.
- 4.17.2 For these Digital Extras, the vehicle’s last location will be stored and displayed. Previous GPS coordinates of the vehicle will be overwritten by the respectively updated vehicle GPS coordinates. If the above Digital Extras are deactivated by the Customer or by the Provider, all saved GPS coordinates will be deleted. The Provider will neither generate nor store any further trip profiles.
- 4.17.3 To provide the vehicle user with transparency, the Provider has equipped the vehicles with a location symbol in the vehicle’s infotainment system for the above Digital Extras. This symbol appears as soon as the “Vehicle Tracker” and/or “Geofencing” Digital Extra is activated and – dependent on the vehicle equipment – the “transmit vehicle position” setting is activated in order to make it clear that GPS coordinates are being collected during the trip.
- 4.17.4 The Customer’s attention is drawn to the fact that using the above Digital Extras, especially if Co-User authorisations are issued, allows authorised users to trace information about the use of the vehicle by the Customer or persons who drive or have driven the vehicle in question.
- 4.17.5 For data protection reasons, the Customer is only able to call up the location of the vehicle using the “Parked Vehicle Locator” Digital Extra 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 end user device being used to make the request is

- also determined in order to calculate the distance between the vehicle and the Customer. The compatible end user device making the request must make its location available for this purpose.
- 4.17.6 When the “Vehicle Tracker” and “Geofencing” Digital Extras are used, the Provider collects and stores the GPS coordinates at regular intervals as the vehicle is travelling. For the “Parked Vehicle Locator” and “Route Planning” Digital Extras, the location data for the vehicle will be collected and stored at the end of the trip.
- 4.17.7 For the “Valet Parking and Curfew Minder/Valet Protect” Digital Extra the GPS coordinates and ignition status are regularly collected and stored at the beginning and end of each trip.
- 4.17.8 When using the “Last Mile Navigation” function, the GPS coordinates of the vehicle recorded by the Provider and the destination address selected by the Customer are transmitted to the Customer’s compatible device at the end of the trip in order to enable the Customer to navigate further by other means to the destination address using the navigation feature of his compatible device. The Provider does not permanently store the information collected for this function.
- 4.17.9 For the “Speed Alert (Speedfencing)” Digital Extra, the pre-set threshold and past events are stored along with the vehicle identification number (VIN), time and date, vehicle coordinates and threshold. The Customer has the option, at any time, to delete the stored trip statistics via certain access channels. If the Customer has also activated the “Geofencing” Digital Extra, the Customer can also set speed limits for the geographic areas specified by them. The “Speed Alert (Speedfencing)” Digital Extra is obsoleting and the Customer is no longer be able to further extend this Digital Extra once its existing term has expired.
- 4.17.10 When using the “Trip Statistics” function, the Provider processes status information accessible from the vehicle (e.g. average speed as well as distance and time in the vehicle) for purposes of generating and displaying trip statistics. The data is automatically collected and updated on a regular basis (when its status changes). The data is stored by the Provider in aggregated form for a period of no more than one year. The Customer has the option, at any time, of deleting stored trip statistics via their user account. Furthermore, the collection of data for generating trip statistics can also be prevented at any time from within the vehicle if the driver deactivates the “Vehicle Tracker” Digital Extra in accordance with Section 4.17.12.
- If the Customer allows the vehicle to be used by another driver, then the Customer is obligated, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, to inform the other driver about the generation of trip statistics and the associated data processing before the start of the trip, and to inform the driver of the option of deactivating individual Digital Extras in accordance with Section 4.17.12.
- 4.17.11 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 anonymised form to a third-party Content Provider, which uses the data to provide information for route planning (preparing a drivable range to be displayed on the navigation map). The Provider then transmits the information requested from the Backend to the App.
- 4.17.12 Therefore, the aforementioned Digital Extras can be activated or deactivated at any time by the Customer via his user account or with assistance from a Service Partner. The tracking function for the “Vehicle Tracker” and “Geofencing” Digital Extras can also be deactivated at any time from inside the vehicle by the driver establishing a telephone connection with the CCC by pressing the “i” button or the “me” button on the overhead control panel or dialing the “MB Contact”, “Mercedes me connect”, or “Mercedes connect me” phone book entry 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 Customers nor Co-Users can have these Digital Extras deactivated. As long as the tracking function used for the “Vehicle Tracker” Digital Extra is deactivated, no data is processed for generating and updating trip statistics. The Parked Vehicle Locator and Route Planning Digital Extras, together with the associated tracking function, cannot be activated or deactivated by contacting the CCC from the vehicle itself. This is done to ensure that deactivation of the Digital Extras does not prevent locating the vehicle.
- Depending on the vehicle equipment, transmission of the vehicle’s GPS coordinates for the “Parked Vehicle Locator”, “Vehicle Tracker”, “Route Planning”, “Geofencing”, and “Valet Parking” and “Curfew Minder/Valet Protect” Digital Extras can also be activated and deactivated via the “transmit vehicle position” setting in the vehicle’s infotainment system. Doing so does not deactivate the associated Digital Extras.

4.18 Stolen Vehicle Help Digital Extra

- 4.18.1 Activating the above Digital Extra by the Customer does not automatically result in data processing. The Customer’s personal data is not processed unless the vehicle is reported stolen. As part of this Digital Extra, the Provider has commissioned a Third-Party Service Provider to process stolen vehicle reports.
- 4.18.2 Upon receiving a stolen vehicle report, the Provider will process information, such as the vehicle’s license plate number and VIN, to verify the vehicle and information such as the Customer’s name, date of birth, one-time password for authentication and verification of the Customer and, if necessary, the stolen vehicle report to verify the theft. This data is transmitted by the Provider when the Customer calls a Service Provider using the App. Furthermore, where possible, the Provider will process the last vehicle position (location data) to show this to the Customer in the App. The Customer can send the last vehicle position to the Service Provider

by phone. In addition, filing a stolen vehicle report results in automatic deactivation of various Digital Extras (e.g. Vehicle Tracker) so that no more data is processed once the Digital Extras have been deactivated.

- 4.18.3 The Customer may also voluntarily supply information to the Service Provider, such as the police station, to accelerate the process of verification and to facilitate cooperation with the police.
- 4.18.4 The vehicle will be located regularly and exclusively at the request of the Customer and only with the appropriate documentation (e.g. based on verification of data on the vehicle and registered operator). To locate the vehicle, information such as the VIN, position and kilometer reading are processed and used in order to secure the vehicle. This data is continuously stored during the tracking.
- 4.18.5 The personal data processed for the purpose of providing the Digital Extra shall be deleted by the Service Provider after no more than six months. The VIN, as well as the date and time on which the tracking begins and ends, is stored by Mercedes-Benz for two years from the data collection for the purpose of asserting, exercising and defending legal claims. A summary of the data provided for the stolen vehicle report can be viewed and downloaded from the App prior to data deletion.

4.19 Live Traffic Information and Car-to-X Communication Digital Extras

- 4.19.1 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. The data is anonymised by the Provider and transmitted in anonymised form to a third-party Content Provider. The anonymised data is used to transmit traffic information to the vehicle that is relevant to the vehicle's current position. Conversely, the vehicle itself helps to improve the quality of the traffic information by serving as a traffic flow sensor using the anonymised data.
- 4.19.2 Use of the "Car-to-X Communication" Digital Extra involves regularly transmitting the vehicle's position and any traffic information about hazardous situations automatically collected by the vehicle as well as reports of hazardous situations sent manually by the driver, including the vehicle's respective position in each instance, from the Customer's vehicle to the Backend. There, the data is processed in anonymised form by the Provider and, if necessary for the provision of Digital Extras, transmitted in anonymised form to a third-party Content Provider. The anonymised data is also transmitted to other vehicles for which the Digital Extra has been activated. At the same time, anonymised traffic information and reports of hazardous situations relevant to the vehicle's current position are transmitted to the Customer's vehicle.
- 4.19.3 Whenever anonymised vehicle position data, traffic information on hazardous situations and reports on hazardous situations sent manually by the driver and that are connected to the "Live Traffic Information" and "Car-to-X Communication" Digital Extras are transmitted to a third-party Content Provider or other vehicles in which the Digital Extra is activated, it is not possible to identify the vehicle, the Customer or the driver.
- 4.19.4 The "Live Traffic Information" and "Car-to-X Communication" Digital Extras can be deactivated via the user account or at a Service Partner workshop.
- 4.19.5 If the Customer has consented to the "Contribution to the Improvement of Vehicle Functions", data from the "Car-to-X Communication" Digital Extra will be shared with Mercedes-Benz for the purposes described in the declaration of consent. Consent is voluntary and can be revoked at any time without affecting the legality of the data processing that took place as a result of the consent prior to the revocation.

4.20 Mercedes-Benz Apps Digital Extra

- 4.20.1 Different personal data will be processed for the above Digital Extras depending on the function.
- 4.20.2 When the "Internet Radio" function is used, the current position of the vehicle and, if applicable, the destination address entered will be collected by the Provider and transmitted in anonymised 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 Content Provider as long as it is necessary to provide 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.
- 4.20.3 For the Local Search function, the Provider collects and anonymously transmits the vehicle's current position and, if applicable, the entered destination address to a third-party Content Provider that uses the data to provide the information. The last ten search terms and the favourites selected by the Customer are stored by the Provider in the Backend.
- 4.20.4 For the "Send2Car" function, the Provider processes addresses and points of interest (e.g. restaurants, hotels, stores) and sends them to the vehicle's infotainment system.
- 4.20.5 For the Weather function, the Provider collects the vehicle's current position and the chosen area of the map and transmits them in anonymised form to a third-party Content Provider, which uses the data to provide the information via the vehicle's infotainment system. The favourites selected by the Customer are stored by the Provider in the Backend.

- 4.20.6 The transmission of the current location of the vehicle, the map section selected, the destination address entered, as well as, depending on the circumstances given, the route selected, the pre-set charging cable connector type for battery-powered vehicles and the battery charging status in anonymised form to a third-party Content Provider will not allow identification of the vehicle or of the Customer or the driver.
- 4.20.7 If a vehicle occupant makes use of the voice control feature as part of the above Digital Extras, audio data of the spoken search term will be transmitted to the third-party Content Provider for the purpose of voice recognition and such data may enable the Customer or respective additional user as well as the Customer's vehicle to be identified. However, the audio data files will be used only to the extent required for the provision of the voice control function.
- 4.20.8 If the Customer has acquired data volume via the customer portal of a wireless communications provider and this wireless communications provider must notify the Provider as a result, the Customer will see this information in the customer portal.

4.21 Online Music Digital Extra

- 4.21.1 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. anonymised 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 a third-party music provider ("Music Provider") and then transmitted to the Provider in anonymised 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 anonymised 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 in connection with this Digital Extra 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.
- 4.21.2 If the "LINGUATRONIC Online Voice Control" or "MBUX Voice Assistant" Digital Extra is activated, the Customer can use the above Digital Extra by voice control. Verbal enquiries will first be processed by the voice control service provider. The information recognized by the voice control service provider and used to search for and select music content (e.g. album, artist, song) is then transmitted by the Provider in transcribed form from the vehicle via the Backend to a Music Provider for the purpose of providing the Digital Extra. The respective Music Provider shall process the data in accordance with its own terms and conditions.

4.22 Internet Radio Digital Extra

- 4.22.1 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, the destination address for navigation – is transmitted to the Backend. From there, the data is transmitted in anonymised 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 station 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.
- 4.22.2 If the Customer logs in 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 favourites 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.

4.23 Enhanced Radio Information Digital Extra

As part of the above Digital Extra, data such as VIN, radio stations and channels will be sent from the vehicle to the Backend of the Provider; from there, it will be sent in anonymised form to a third-party Content Provider, which will use this data to provide the information requested, such as song title, artist, and album title. The Provider will then transmit the information requested from the Backend back to the vehicle.

4.24 Enhanced Broadcast Tracking Digital Extra

As part of the above Digital Extra, data – such as the radio station currently playing – will be transmitted from the vehicle to the Backend; from there, it will be sent in anonymised form to a third-party Content Provider, which will use the data to provide the requested information (such as the online streaming address of the radio station currently playing, radio station name, 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 currently being listened to can be provided via the Internet in the event reception is lost. The data processed will be stored in the vehicle for 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.

4.25 Comfort Data Volume

- 4.25.1 Whenever necessary for the purpose of providing the Comfort Data Volume Digital Extra, in particular so the Customer can receive data for his or her vehicle via a third-party wireless communications provider, for example Vodafone (“Wireless Carrier”), with which the Customer is required to register in order to use the service, the Provider will process the Customer’s contact information and address data such as first and last names, e-mail address, cell phone number, mailing address, data of birth, user data and vehicle data, for example Mercedes me ID, country of the user account and the identifier of the SIM card (IMSI) installed in the vehicle. The Provider shares this data with the Wireless Carrier in order to simplify conclusion and termination of the additional contract with the Wireless Carrier that is required as part of the Digital Extra. By using the Comfort Data Volume Digital Extra, the Customer consents and anonymised the Provider to disclose his Personal Data to the Wireless Carrier.
- 4.25.2 As a controller, the Wireless Carrier is independently responsible under data protection law for the data transmitted to it by the Provider at the Customer’s request. The Wireless Carrier processes the data in accordance with its own terms and conditions of use and privacy notice.

4.26 Parking, Petrol Station Prices, Satellite Images, Restaurants, Online Map Update, Local Search and Weather Digital Extras

- 4.26.1 For the “Parking” Digital Extra, depending on the Customer’s chosen access channel, information about the queried position (“Position Data”) – for example, the vehicle’s current position, current position of the mobile device, mid-point between the vehicle’s current location and the location of the mobile device, selected area of the map, and/or chosen route – will be transmitted to the Backend, anonymised by the Provider, and transmitted in anonymised form to a third-party Content Provider, which uses the data to provide the information.
- The Provider also uses a regional Backend to provide the Parking Digital Extra. Data is processed in the regional Backend 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 its current position to the Provider every two hours to determine the nearest regional Backend. Based on that information, the Provider calculates the position of the nearest regional Backend. The vehicle’s location data collected for this purpose is deleted immediately afterwards.
- 4.26.2 The Digital Extra works by transmitting the position of the Customer’s vehicle to the Backend as it enters and leaves the parking space. The Provider then anonymises the data and transmits it to a third-party Content Provider in anonymised form. Moreover, while the vehicle is travelling at up to 55 km/h, it will query available parking spaces and send the vehicle position, measurement accuracy, and size of the identified parking space to the Backend. The information is anonymised and transmitted in anonymised form to a third-party Content Provider.
- The data is also used to transmit information about the parking situation to the vehicle using data which is relevant to the search for a parking space based on the current Position Data. Conversely, the vehicle itself contributes to improving the quality of the information on the parking situation by serving as a parking situation sensor. The Provider stores the anonymised data.
- 4.26.3 If the Customer uses the Mercedes-Benz Parking Card (“RFID card”) function with the “Parking” Digital Extra, the Provider processes the contact data of the Customer (such as first name, last name, address) to process the order for the RFID card.
- To the extent necessary to provide the “Parking” Digital Extra via the RFID 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.
- In the event of 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 will transmit 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 is handled directly by the third-party parking space provider. The Provider processes data received from the parking intermediary or third-party parking space provider about entry/exit along with the associated RFID Card number and, at a later time, the license plate number of the Customer's vehicle (for car park spaces) or the user ID (for street parking spaces) in order to identify the Customer for the third-party parking space provider and enable payment. For this purpose, the Provider will send the invoice amount and related payment data to the 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 third-party 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 channels such as with a notification to the vehicle, e-mail or the Mercedes me App. For the function to display available parking spaces based on certain filter criteria in the head unit and/or Mercedes me App (off-street/on-street), the Provider will process the filter criteria selected by the Customer and the current vehicle position in the Backend, depending on the vehicle equipment.

- 4.26.4 In order for the additional fully automated driverless parking function (Automated Valet Parking) to be provided, the "Parking" and "INTELLIGENT PARK PILOT" Digital Extras must be activated. The data processing required for the additional function is governed by the terms of the Provider with joint responsibility for it, who are indicated in the context of the booking process.

In addition, Mercedes-Benz, as the vehicle manufacturer, is obligated under the additional requirements to store the (deduced) GPS coordinates of the vehicle in cases of deactivations and/or activations of the Automated Valet Parking process or technical disruptions, including the timestamp, cause and designation of the event that occurred with attribution to the vehicle. The data specified above must be stored for up to six months / three years in cases of personal injury and/or property damage.

If the Customer can request a transfer of the event data stored in the context of Automated Valet Parking, the Provider processes the data necessary for this provision (e.g. the Customer's contact details).

- 4.26.5 As part of the "Petrol Station Prices" "Satellite Image" and "Restaurant" Digital Extras, the selected map section and 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 anonymised form to a third-party Content Provider, which will use it to supply the requested information (petrol 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 Images" Digital Extra is used, the satellite images are stored in the Backend in anonymised form.

- 4.26.6 As part of the "Online Map Update" Digital Extra, 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 (e.g. province or federal territory) 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 this service. The data collected is stored by the Provider for a period of 14 days in anonymised form in the Backend and then deleted.

- 4.26.7 For the "Local Search" Digital Extra, a search request, such as a search term, and the vehicle's current position will be transmitted to the Backend and from there in anonymised form to a third-party Content Provider, which uses the data to provide the requested information. The Provider then transmits the information requested back to the vehicle.

- 4.26.8 If the "LINGUATRONIC Online Voice Control System" or "MBUX Voice Assistant" Digital Extra is activated and the Customer uses the "Local Search" Digital Extra by issuing a spoken query, the spoken query – for example, audio data and the data processed as part of the aforementioned Digital Extra – will be transmitted to the voice control service provider in anonymised form for the purpose of voice recognition.

- 4.26.9 For Vehicle Type 1, the last ten 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 third-party Content Provider in anonymised form, depending on the request.

- 4.26.10 As part of the "Weather" Digital Extra, the Provider transmits the current location of the vehicle from the vehicle to the Backend once the App is opened. There, it is anonymised and transmitted in this form to a third-party Content Provider, which uses it to provide the weather information. The Provider then transmits the information requested from the Backend to the vehicle. The favourites selected by the Customer are stored by the Provider in the Backend. If voice search is used, the audio data of the spoken search terms are sent to a Content Provider for voice recognition purposes.

- 4.26.11 During 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 charging cable connector 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 does not make it possible to identify the vehicle or the Customer or the driver.

- 4.26.12 For Vehicle Type 1 (see Overview of Services), the following applies: If the voice command function is used, audio data of the spoken search term will be transmitted to the third-party Content Provider for the purpose of voice recognition, which may make it possible to identify the Customer or respective user and the Customer's vehicle. The audio data is used, however, only as far as necessary to provide the voice command function.

4.27 Remote Parking Assist Digital Extra

- 4.27.1 This Digital Extra enables the Customer to remotely park their vehicle using the App. While this is being done, the vehicle records the last reason for cancelling a parking maneuver and the version of the App used during that maneuver. That data may be analyzed at the workshops of Service Partners for purposes of fault diagnostics.

- 4.27.2 To use the Digital Extra, the Customer must establish a link between the App and the Customer's vehicle. To enable remote control, the App accesses vehicle data, such as the VIN, and based on that, an image of the vehicle from the Backend to show the Customer a picture of their vehicle in the App. The vehicle image is stored locally on the Customer's compatible device.

4.28 Mercedes me Digital Logbook

- 4.28.1 As part of the above Digital Extra, in order to save individual trips, data – such as date and time, odometer reading, vehicle location and, for business trips, the company/persons visited and the driver – will be processed in conjunction with the VIN. In addition, the Customer has the option of saving notes on the trip. The data will be transmitted from the vehicle to the Backend. The Customer can edit a trip within one week via the App. As a rule, the individual data categories for trip preparation are generally stored in the Backend for one week and for a maximum of 31 days. The trips prepared from the data categories are stored in the Backend for a maximum of 15 months. The Customer can delete the entire Digital Logbook at any time via the App. If the Customer has activated the Digital Extra, the tracking symbol will be displayed in the vehicle's infotainment system.

4.29 Interface to Third-Party Providers Digital Extra

- 4.29.1 As part of this Digital Extra, the Customer can use the Customer Portal to determine which of the third-party providers listed there should receive which type of data and whether the third-party provider is permitted to transfer data to the Provider ("Data Release"). Personal data provided to us will generally be kept confidential but the Customer hereby consents and authorises the Provider to provide or disclose his Personal Data to third-party providers unless the Customer specifies in the Customer Portal the types of data that should not be shared with third-party providers.

No data will be collected or stored independently from the vehicle for this Digital Extra. Only data existing 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 Sharing. Examples include the "Vehicle Status" Digital Extra for data on the vehicle's condition and the "Geofencing" Digital Extra for vehicle position data.

- 4.29.2 For communication between the Provider and the third-party provider, the Provider processes data in a cloud environment as part of this Digital Extra for certain third-party providers. The cloud environment is operated by a Service Provider on behalf of the Provider. Depending on the third-party provider, the cloud environment may be Microsoft Azure, Google Cloud and/or Amazon Web Services.

- 4.29.3 For certain third-party providers, communication between the Provider and the third-party provider will not take place directly but by way of transmission via a Mercedes-Benz Group company, which may be indicated on the Data Sharing dialog. For this purpose, data is exchanged on a regular basis or in an event-driven manner.

- 4.29.4 After setup, the third-party provider selected by the Customer receives the access data derived for the access to the data held by the Provider. The derived login information transmitted to the third-party provider provides it with read or write access to the Customer's data, depending on the type of Data Sharing issued by the Customer.

- 4.29.5 The Provider has no influence over the processing of personal data by third-party providers and is not responsible for such processing under the Personal Data Protection Act 2010 and shall not be held responsible for their data policies and procedures. It is possible that third-party providers will carry out data processing outside of Malaysia. As a controller, the third-party provider is independently responsible under data protection law for the data transmitted to it by the Provider at the Customer's request. The third-party provider's terms of use and privacy notice can be accessed on the third-party provider's website. Depending on the third-party provider and the Customer's local settings, it is possible that the third-party provider will make the transmitted data publicly accessible to third parties on the Internet.

- 4.29.6 The Provider processes personal data – in particular, the vehicle's current position, the Customer's derived login information and the types of data released by the Customer if doing so is necessary to provide the Digital Extra named above. In particular, the Provider will make the data released in accordance with Section 4.29.1 available via the interface. Since only existing data from other activated Digital Extras is shared, processing of the personal data is also based on the privacy notices concerning the respective Digital Extras. The Customer is advised that in order to provide the aforementioned Digital Extra upon Data Sharing by the Customer, the GPS coordinates of the vehicle will be transmitted to the third-party providers selected by the Customer. The transmission can be terminated by appropriately configuring the Data Sharing, deactivating the above Digital Extra or deactivating the “Geofencing” Service.
- 4.29.7 If the Customer allows the vehicle to be used by another driver, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, the Customer is obligated to inform the other driver about the Digital Extras and the associated data processing and transfer before the start of the trip, as well as to refer to the option of deactivating the Digital Extras. The Customer is required to inform the other driver that the driver can disable the “Geofencing” Digital Extra at any time by establishing a telephone connection with the CCC by pressing the "i" button or the "me" button on the overhead control panel or dialing the "MB Contact" or "Mercedes me connect" or "Mercedes connect me" phone book entry 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 Customers nor Co-Users can have this Digital Extra deactivated.

4.30 Connection to Content Providers Digital Extra

- 4.30.1 This Digital Extra enable information from Content Providers to be accessed from within the vehicle. The current vehicle position or selected map section, the search term, the search radius selected and the language set in the infotainment system of the Customer's vehicle are transmitted in anonymised form to the relevant third-party Content Provider, which will use this to provide information.
- 4.30.2 During transmission of the current position of the vehicle and the selected section of the map in anonymised form to the third-party Content Provider, it is not possible to make any identification of the vehicle, the Customer or the driver.
- 4.30.3 To provide the Digital Extra named above, the Provider also uses a regional Backend. Data is processed in the regional Backend 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 its current position to the Provider every two hours to determine the location of the nearest regional Backend. Based on that information, the Provider calculates the position of the nearest regional Backend. The vehicle's position data collected for this purpose is deleted immediately afterwards.
- 4.30.4 If the Customer allows the vehicle to be used by another driver, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, 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 Digital Extra.

4.31 LINGUATRONIC Online Voice Control and MBUX Voice Assistant Digital Extras

- 4.31.1 Voice recognition as part of the Digital Extras named above is carried out both inside the vehicle and in the Backend. For this purpose, audio data on the spoken query and the data necessary to respond to the spoken query is transmitted from the vehicle to the Backend, anonymised by the Provider in the Backend, and processed in anonymised form by a voice control service provider for the purpose of voice recognition. The voice control service provider categorizes the spoken query as one of several features – for example, Messaging or Weather. Voice recognition of the activation words takes place exclusively in the vehicle.
- 4.31.2 The Provider stores personal data (e.g. voice profile, uploaded address books) for no longer than three months after the last query. The Customer can delete the data stored for the “LINGUATRONIC Online Voice Control” Digital Extra by temporarily deactivating and reactivating the Digital Extra.
- 4.31.3 Depending on the feature, the relevant excerpts of text recognised from the audio data for the spoken query (Search Text) are processed by the Provider and transmitted together with the additional context information (e.g. language setting in the infotainment system of the Customer's vehicle, vehicle's native country, vehicle's current position, information about music being currently played, destination address entered, geographical coordinates of the chosen route, GPS coordinates of the addresses entered for home/work) needed to respond to the spoken query in anonymised form to a third-party Content Provider, which uses the data to provide the information.
- 4.31.4 For the Messaging and Dictation features and their function of improving voice recognition using names from address books, the names stored in the address books stored in the infotainment system of the Customer's vehicle and the device connected to the vehicle via Bluetooth are regularly transmitted from the vehicle to the Backend and are processed and used by the Provider to improve the user's individual voice recognition. The Customer can activate and deactivate the function at any time in the vehicle's infotainment

system using the menu items "Vehicle Preferences" / "LINGUATRONIC Online Voice Control System" or "MBUX Voice Assistant."

- 4.3.1.5 As part of the "MBUX Voice Assistant" Digital Extra, the Customer can query and modify the status of smart home devices using voice commands. Doing so requires a link between the Mercedes me account and the third-party smart home accounts. If the spoken query is categorized as a smart home feature, the Provider will forward the recognized query to the respective third-party smart home provider, which will ascertain the status of the devices and transmit that information back to the Provider's Backend. The Provider will then transmit the requested information to the vehicle. The device data and derived login information is stored for each third-party provider account in the Backend. The Backend is also where the date and time of the last use of smart home features are stored. If the last use is more than 12 months in the past, the device data and login information will be deleted from the Backend. An (earlier) deletion of that data will also occur even if the link to the third-party provider accounts is disconnected by the Customer. In addition, data on safety- and/or security-related actions performed in relation to smart home services, e.g. remote control of power outlets, is stored for two years for purposes of documentation to protect the legitimate interests of the Provider (assertion, exercise, and defence of legal claims).
If the voice request relates to the "Newsflash" feature, the Provider will forward the detected request to an external content aggregator, which retrieves the relevant content from the news service providers and makes it available to the Provider to transmit it to the vehicle. If the Customer has granted their consent, the Provider saves whatever content was last transmitted to the vehicle by whichever news service provider in order to offer the Customer the latest version. No archiving is carried out. Instead, old values are always overwritten by new ones in the Provider's Backend. As an additional function, the Customer can save their personal settings – such as favorite news service providers and categories – via various access channels. The Provider processes these settings along with their CIAM ID in order to provide the Customer with targeted information. The personal settings are saved in the Provider's Backend during the term of the service. The Customer has the option of having the personal settings changed or reset via various access channels at any time. In such case, the data is then modified or deleted in the Provider's Backend as well.
- 4.3.1.6 Therefore, the above Digital Extras can be activated or deactivated by the Customer at any time via certain access channels, particularly the Customer Portal or the vehicle's infotainment system, using the menu items "Vehicle Preferences" / "LINGUATRONIC Online Voice Control System" or "MBUX Voice Assistant."
- 4.3.1.7 If the above Digital Extra is used for business purposes, the Customer is advised that third-party processing takes place. Customers must verify whether they are allowed to use the above Digital Extra for their business-related communications. This applies especially for individuals subject to rules of professional confidentiality requirements.
- 4.3.1.8 If the Customer has consented to the "Contribution to the Improvement of Voice Control", personal data from the Digital Extras named above will be shared with Mercedes-Benz for the purposes described on the consent form and with the voice control service provider named on the consent form. Consent is voluntary and can be revoked at any time without affecting the legality of the data processing that took place as a result of the consent prior to the revocation. The Messaging and Dictation features do not involve transmission of any personal data to a voice control service provider for improvement of voice control.
- 4.3.1.9 If the Customer allows another driver to use the vehicle, the Customer is obligated, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, to inform the other driver about the above Digital Extras and the associated data processing before the start of the trip – particularly the function for improving the voice recognition using names from address books, the option of deactivating the Digital Extra (see Section 0) and the aforementioned function (see Section 4.3.1.4).

4.32 Global Search Digital Extra

- 4.32.1 This Digital Extra transmits the search term and context data (vehicle's current position, entered destination address, and the language setting in the infotainment system of the Customer's vehicle) to the Backend.
- 4.32.2 Depending on the feature, the search term and other context data (e.g. for localized information queries by the Customer) required to perform the search are transmitted to a third-party Content Provider, which uses the data to provide the information.
- 4.32.3 The Provider processes and uses stored personal data from other Mercedes me connect services (e.g. calendar entries for the In-Car Office Digital Extra) activated by the Customer to execute the search.
- 4.32.4 To accelerate similar search queries by the Customer, the Provider stores and processes the results of past queries for no more than two hours after a search.
- 4.32.5 To provide the above Digital Extra, the Provider also uses a regional Backend. The vehicle sends the vehicle's current position to the Provider every two hours to enable location of the closest regional Backend. Based on that information, the Provider calculates the position of the nearest Backend in the region. The vehicle's position data collected for this purpose is deleted immediately afterwards.
- 4.32.6 If the Customer provides the vehicle to another driver for use, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, 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.

4.33 ENERGIZING COACH Digital Extra

- 4.33.1 The Provider processes personal data – in particular, vehicle data (e.g. driving time since the start and time since the last ENERGIZING COMFORT program).
- 4.33.2 If the Customer has activated the feature in the App and linked the App to their compatible, wearable device, the Provider also accesses the data generated by the wearable device on behalf of the Customer or Co-User (e.g. sleep data and stress level) from the third-party provider and processes it in the Backend, provided doing so is necessary for providing the Digital Extra, especially to optimise the individual recommendations made by the ENERGIZING COMFORT programs for the Customer.
- 4.33.3 To provide the Digital Extra named above, the Provider also processes stored weather data from the “Car-to-X Communication” Digital Extra, provided the Customer has activated this Digital Extra in the Customer Portal.
- 4.33.4 If the Customer has activated the features in the App, their heart rate data will be displayed in the App and can also be transferred to the vehicle's infotainment system and displayed there by means of a Bluetooth connection. The heart rate data is processed only locally on the Customer's compatible device and inside his vehicle.
- 4.33.5 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 the individual's stress level is deleted after one hour. The Customer or Co-User also has the option of deleting the data stored for the above Digital Extra by de-registering the user account in the App.
- 4.33.6 After the Customer has set up the third-party provider's service, the Provider stores derived login information for accessing the user account with the third-party provider and uses it to provide the Digital Extra. The derived login information for third-party providers stored in the Backend is specific to the Customer and/or Co-User. The Customer or Co-User has the option of deleting the derived login information that is stored by deactivating the link to the third-party provider account.
- 4.33.7 The Provider has no influence over the processing of personal data by third-party providers and is not responsible for such processing under the Personal Data Protection Act 2010 and shall not be held responsible for their data policies and procedures. It is possible that third-party providers will carry out data processing outside of Malaysia. The third-party provider is independently responsible for complying with data protection laws. The third-party provider's terms of use and the privacy notice can be accessed on the third-party provider's website.

4.34 Navigation with Electric Intelligence; Hybrid Navigation for Low-Emission Zones; Online Routing; Intelligent Charging Suggestions and Traffic Restrictions Digital Extras

- 4.34.1 Insofar as necessary for the provision of the above Digital Extras (route planning for vehicles with battery-electric drives, displaying alternative routes along the way, displaying charging stations near the specified destination, displaying traffic restrictions), the Provider will process personal data, particularly the GPS coordinates of the vehicle; data for route calculation (such as settings for the planned route made in the vehicle; any intermediate destinations specified); the destination address specified and the vehicle identification number (VIN).
- 4.34.2 For the “Navigation with Electric Intelligence”, “Hybrid Navigation for Low-Emissions Zones” and “Intelligent Charging Suggestions” Digital Extras, the Provider also processes vehicle data to calculate the range of the battery (e.g. setting adjustments made in the vehicle or in the App and that affect the electric vehicle, data on the status of the high-voltage battery). The Provider also processes not only the aforementioned data, but also the Mercedes me ID and/or the profile set up in the vehicle in order to determine consumption-relevant average values for a trip (e.g. regarding braking characteristics) in relation to the profile to allow improved range estimates to be determined for the respective profile. Previous average figures are overwritten with the respective latest average figures for a trip. The Provider does not generate or store trip profiles.
- 4.34.3 For the “Traffic Restrictions” and “Hybrid Navigation for Low-Emissions Zones” Digital Extras the Provider also processes not only the aforementioned data, but also the vehicle's emission class. Based on this information, the Provider checks in the Backend to determine whether there are any traffic restrictions, such as low-emission zones, in the vicinity of the vehicle that are relevant for the corresponding emission class. Relevant traffic restrictions are transmitted back to the vehicle by the Provider via the Backend so that they can be displayed in the central control panel of the vehicle. During active routing/navigation, information on traffic restrictions is also incorporated into route calculation.
- 4.34.4 For the above Digital Extras, the GPS coordinates of the vehicle, route calculation data and vehicle data are transmitted from the vehicle to the Provider when the routing/navigation function in the vehicle is activated so that the Provider can calculate the range of the battery. The Provider transmits the vehicle's GPS coordinates and data for calculating routes in anonymised form to third-party Content Providers, which use

the data to provide specific information which is factored into the Provider's calculation of routes and range as well as the depiction of alternative routes.

- 4.34.5 For the "Intelligent Charging Suggestions" Digital Extra, the Provider sends the Customer notifications via certain access channels. Data processing for sending such notifications is governed by Section 4.42.1 (Notification Centre) of this Privacy Notice.
- 4.34.6 To provide the above Digital Extras, the Provider also uses a regional Backend. The data is processed in the regional Backend 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 its current position to the Provider every two hours to enable location of the closest regional Backend. Based on that information, the Provider calculates the position of the nearest regional Backend. The vehicle's position data collected for this purpose is deleted immediately afterwards.
- 4.34.7 If the Customer allows the vehicle to be used by another driver, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, 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 Extras.

4.35 Display and search for special destinations / points of interest Digital Extras

- 4.35.1 Insofar as necessary for the provision of the above Digital Extras, the selected area of the map or the location of a search, as well as information on which categories of special destinations/points of interest (such as Service Partners for electric vehicles) have been activated via various access channels, are transmitted to the Provider's Backend. The special destinations/points of interest identified for the vehicle are transmitted to the vehicle's infotainment system by the Provider.
- 4.35.2 Depending on the category, it may be necessary for the selected area of the map or the location of a search to be submitted in anonymised form to third-party Content Providers, which use it to provide the special destinations/points of interest.
- 4.35.3 Storage of personal data does not take place for the performance of the above Digital Extra.

4.36 Display Charging Stations Digital Extra

- 4.36.1 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 access channels. The Provider also processes the vehicle's charging requirements (e.g. type of charging cable connector, maximum charging capacity).
- 4.36.2 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 Backend 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 Backend.
- 4.36.3 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 Backend, depending on the vehicle equipment.
- 4.36.4 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.
- 4.36.5 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 Backend for these vehicles. The Provider also transmits further vehicle data (e.g. VIN, kilometer reading, ignition status, battery charge status, battery size, charging capacity) and environmental conditions (e.g. exterior temperature) to the Backend from the vehicle. The Provider processes the aforementioned data in the Backend 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.

4.37 Range Display Digital Extra

- 4.37.1 As part of the "Range Display" Digital Extra, the Provider processes personal data when navigation is active in the vehicle; in particular, the vehicle identification number (VIN), CIAM ID (Mercedes me ID), the vehicle's current GPS position and vehicle data are regularly transmitted from the vehicle to the Provider and/or to the Backend in order to calculate the range of the battery (e.g. setting adjustments made in the vehicle or in the App that affect the electric vehicle, data on the status of the high-voltage battery, settings selected in the vehicle such as the chosen route, language and country of the user account). The current vehicle position and the current range of the battery are sent in anonymised form to a third-party Content Provider, which calculates a range map ("range polygon") to be displayed on the navigation map. The range polygon is transmitted back to the Backend by the third-party Content Provider; the Provider then transmits the range polygon back to the vehicle and the App from the Backend.
- 4.37.2 Insofar as necessary for the Charging Station Radar Warning to function or be displayed (display of the remaining charging stations inside the range polygon) for electric vehicles, the Provider processes the current vehicle position and range polygon as well as additional data necessary for the notification (e.g. selected settings in the vehicle such as the selected route, language and country of the user account). Furthermore, the Provider also processes the vehicle's charging requirements (e.g. type of charging cable connector, maximum charging capacity). For the display of charging stations, the Provider sends the Customer a notification via certain access channels. Data processing for sending such messages is governed by Section 4.42.1 (Notification Centre) of this Privacy Notice.
- 4.37.3 If the Customer has saved profile-specific charging stations to their CIAM ID / Mercedes me ID through a Mercedes me Service, these are also displayed by the Charging Station Radar Warning.
If the Customer has activated the Mercedes me Charge Service, 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.
- 4.37.4 In the above Digital Extra, the respective last vehicle position is saved and displayed. Previous GPS coordinates of the vehicle will be overwritten by the respective updated GPS coordinates. With the deactivation of the above Digital Extras by the Customer or Provider, all saved GPS coordinates will be deleted. The Provider will neither generate nor store trip profiles.
- 4.37.5 To provide the vehicle user with transparency, the Provider has equipped the vehicles suitable for the aforementioned Digital Extra with a location symbol in the vehicle's infotainment system. This symbol appears as soon as the "Range Display" Digital Extra is activated and, depending on the vehicle equipment, the "transmit vehicle position" setting is activated in order to indicate that GPS coordinates are being collected during the trip. If the Customer deactivates the transmission of vehicle position, the App no longer transmits GPS coordinates and the Customer can no longer view a range polygon in the App.
In the case of hybrid vehicles, the polygon is displayed regardless of the "transmit vehicle position" setting when the option to display range is selected in the navigation settings. The position is transmitted to the Backend as soon as the option to display range is selected in the navigation settings. There is no Charging Station Radar Warning for hybrid vehicles. All-electric vehicles always receive charging station warnings when the "Range Display" Digital Extra is activated. For this reason, the vehicle position is always transmitted when the "Range Display" Digital Extra is activated in order to calculate the available charging stations. Unlike in hybrid vehicles, deactivating the Range Display setting view in the navigation menu does not cause the transmission of vehicle position to stop.
- 4.37.6 If the Customer allows the vehicle to be used by another driver, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, 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.
- 4.37.7 For smart vehicles with battery-powered drives, the data required for this Digital Extra, such as the current vehicle position and the charging cable connector type pre-set by the Customer, is transmitted to the Backend. The vehicle position and charging cable connector type pre-set by the Customer are sent in anonymised form to a third-party Content Provider, which uses this data to provide the information.

4.38 Individual Consumption Digital Extra

- 4.38.1 Insofar as necessary for the purpose of providing the above Digital Extra, trip data (average speed, fuel consumption and kilometers traveled/odometer reading of the vehicle) from the period of the last 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 equipment of the vehicle.
- 4.38.2 In particular, the personal data is used to enable the Customer to compare the fuel consumption of their vehicle with that of other Mercedes me connect customers. In addition, the vehicle makes suggestions on how to improve the Customer's individual fuel consumption.
- 4.38.3 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.

4.38.4 The data is also stored by the Provider in anonymised form and used to improve the Digital Extras, to optimise vehicle functions, and for publications.

4.39 Digital Assistant Digital Extra

4.39.1 As part of this Digital Extra, the Customer can use both the Customer Portal and the App to determine what types of data should be shared with the listed providers of Mercedes-Benz apps and potentially also outside of Mercedes me connect ("Mercedes-Benz App Providers"). When doing so, the Customer can control whether the Mercedes-Benz App Provider is permitted to transfer data to the Provider ("Data Release"). On the Customer Portal and in the App, the Customer can view and change the respective status for Data Release.

4.39.2 No data will be collected or stored independently from the vehicle for this Digital Extra. Only data already available 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. For example, this applies to the "Vehicle Status" Digital Extra for data on the vehicle's condition and the "Geofencing" Digital Extra for vehicle position data.

4.39.3 Following Data Release, the Mercedes-Benz App Provider selected by the Customer receives derived login information for access to the data stored by the Provider. The derived login information transmitted to the Mercedes-Benz App Provider provides it with read or write access to the Customer's data, depending on the type of Data Release issued by the Customer.

4.39.4 The Customer will receive information on data processing based on the individual Mercedes-Benz apps in the privacy notice associated with each Mercedes-Benz app.

4.39.5 The Provider processes personal data – in particular, the vehicle's current position, the Customer's derived login information and the types of data released by the Customer if doing so is necessary to provide the Digital Extra named above. In particular, the Provider will make the data released in accordance with Section 4.29.1 available via the interface. Since only existing data from other activated Digital Extras is shared, processing of the personal data is also based on the privacy statements governing the respective Digital Extras. The Customer is advised that in order to provide the aforementioned Digital Extra upon Data Release by the Customer, the GPS coordinates of the vehicle, for example, will be transferred to the Mercedes-Benz App Provider chosen by the Customer. The transmission can be terminated by appropriately configuring the Data Release, deactivating the above Digital Extra or deactivating the Geofencing Digital Extra.

4.39.6 If the Customer allows the vehicle to be used by another driver, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, the Customer is obligated to inform the other driver about the Digital Extras and the associated data processing and transmission before the start of the trip, as well as to refer to the option of deactivating the Digital Extra. The Customer is required to inform the other driver that the "Geofencing" Digital Extra can be deactivated at any time by establishing a telephone connection to the CCC by pressing the "i" button or the "me" button on the overhead control panel or dialing the "MB Contact" or "Mercedes me connect" or "Mercedes connect me" phone book entry, depending on the vehicle model series, and requesting deactivation of the appropriate 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 these Digital Extras deactivated.

4.40 GPS-Based Online Information for Driving Functions Digital Extra

4.40.1 As part of the above Digital Extra, the Provider will send GPS-based technical information ("Information") to assist with driving functions (such as assistance systems) from the Backend to the vehicle. For the purpose of receiving this Information from the Provider, the vehicle transmits its vehicle identification number and the current section of the map to the Backend to search for the information relevant to the vehicle. There, this information is sent back to the vehicle again, along with the information. No personal data is stored in the Backend in this process.

4.41 Notification Centre

4.41.1 For vehicles with the MBUX function, in a notification centre ("Notification Centre") in the vehicle's infotainment system the Customer has the option of receiving notifications from Digital Extras that the Customer has activated and that are compatible with the Notification Centre ("Notification Centre Service").

4.41.2 To access the notifications, whenever required by the Notification Centre Service the vehicle connects to the Backend and the notifications available for the selected profile are sent to the vehicle. For localised notifications with certain Notification Centre Services, the vehicle's position is transmitted to the Backend and stored and processed as an approximate position.

4.41.3 To synchronise the notifications in the Notification Centre across all vehicles with the MBUX function belonging to the Customer, data on notifications used 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 notifications will be stored for a maximum of one month.

4.4.1.4 The Provider also uses a regional Backend for the Notification Centre. Data is processed in the regional Backend 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 its current position to the Provider every two hours to determine the location of the nearest regional Backend. Based on that information, the Provider calculates the position of the nearest regional Backend. The vehicle's position data collected for this purpose is deleted immediately afterwards.

4.4.1.5 If the Customer allows the vehicle to be used by another driver, the Customer is obligated, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, to inform the other driver about the processing of the vehicle's position before the start of the trip.

4.4.2 On-demand features

4.4.2.1 The vehicle regularly connects with the Backend 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.

4.4.3 Remote software updates

4.4.3.1 In order to provide the Customer with software updates – e.g. for the vehicle and its functionalities as well as the corresponding accessories, such as the Wallbox – as part of the general offering and to inform the Customer of the content of these updates, the Provider processes vehicle/device data from the corresponding accessory, e.g. the VIN/Wallbox identification number and status data such as the software configuration. For the purposes above, the Provider also processes user data such as the Mercedes me ID and the Customer's contact data, e.g. e-mail address.

4.4.4 Individual Recommendations Digital Extra

4.4.4.1 Where necessary for the provision of the above Digital Extra (provision of personalised recommendations to supplement the vehicle functions with digital services 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 the technical and/or physical parameters concerning the load on the vehicle or vehicle components ("load spectrums" e.g. average speed, consumption figures or 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). The data is processed with VIN attribution for the above purposes for a period of three months as personal data in aggregate form. Afterwards, it will be separated from the VIN and processed further with no direct identification of the vehicles or the Customer in order to create comparison groups.

4.4.4.2 In order to provide the Customer with individual recommendations that fit their interests, in addition to the aforementioned data, the Provider will process the contact details (e.g. name, email address), as well as the Customer's reaction to any recommendation (e.g. purchase/activation of the recommended product or Digital Extra, and/or change in usage). This data is known as campaign data and is stored for a period of three years in order to arrange for additional recommendations.

4.4.4.3 If the Customer allows the vehicle to be used by another driver, the Customer is obligated, pursuant to Clause 8.11 of the Terms of Use for Mercedes me connect Services, to inform the other driver about the Digital Extra and the associated processing of personal data before the start of the trip.

4.4.4.4 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.

4.4.5 Shared Navigation Digital Extras

4.4.5.1 Where necessary for the provision of the above Digital Extra, the Provider generates a session ID in the vehicle and transmits it to the Provider's Backend when the corresponding Digital Extra features are used. Depending on the Digital Extra features selected by the Customer (e.g. "share current location," "share trip") and the chosen length of sharing, the position of the Customer's vehicle will be transmitted to the Provider at regular intervals. Depending on the Digital Extra feature selected by the Customer, navigation and trip data (e.g. current route, expected arrival time) will also be transmitted to the Backend and regularly updated when route guidance is activated. Each time, the previous data is overwritten by current data. If necessary for the chosen feature, the Provider shares the current route with a map provider for the purpose of optimized display of the route on the Customer's navigation map. The map provider sends the adjusted route back to the Provider. Based on the aforementioned data, the Provider generates a process-specific text message or link, which it transmits to the vehicle, depending on the chosen feature. The text message or link is then sent to the contact selected by the customer using SMS through the customer's connected mobile telephone.

4.46 Feedback Digital Extra

4.46.1 Insofar as necessary for the purpose of providing the above Digital Extra, the Provider will process vehicle data (e.g. vehicle identification number (VIN)) as well as user data (e.g. Mercedes me ID) in order to enable the Customer to participate in surveys or receive (software) updates via different access channels. As part of survey participation, Customer feedback is transferred to the Provider's Backend, where it will be separated from the VIN and stored with no direct identification of the Customer or the vehicle for the purposes of survey assessment and during the timeframe of survey evaluation. The Provider will process the responses with identification of the Customer if the Customer has consented 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.

4.47 AMG Track Pace Digital Extra online functions

4.47.1 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 connection with vehicle data such as the VIN and user data, e.g. Mercedes me ID.

4.47.2 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.

4.48 Van Uptime (B2B) Digital Extra

4.48.1 Insofar as necessary for the purpose of providing the above Digital Extra, the Provider processes the Customer's personal data, particularly the Customer's contact data (e.g. for individual, no-obligation offers or to contact the Customer when reports of wear/failure are received), and GPS coordinates of the vehicle to coordinate workshop services, as well as technical data to determine the status of the vehicle (e.g. vehicle identification number (VIN), maintenance data (garage/service code), alert and information notifications, status checks, wear data, kilometer readings, load spectrums, control unit measurements, control unit information as well as data on current faults and fault memories with control unit and fault freeze frame data).

4.48.2 Insofar as necessary for the purpose of providing the Digital Extras, the data will be disclosed to third parties – for example, the Service Partners chosen by the Customer in advance and entrusted by the Provider with performing repair and maintenance services for vehicles of the Mercedes-Benz brand, the nearest Service Partner for breakdown service or any breakdown service companies with the consent of the Customer.

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

4.48.4 If the Customer has consented to the “Contribution to the Improvement of Vehicle Functions”, the Provider or Mercedes-Benz 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 of certain components processed in accordance with the “Contribution to the Improvement of Vehicle Functions” for the “Van Uptime” Digital Extra as well. Consent is voluntary and can be revoked at any time without affecting the legality of the data processing that took place on the basis of consent prior to the revocation.

4.48.5 The Provider also processes data collected as part of the “Van Uptime” Digital Extra to display it to the Customer on the Mercedes me Portal (in particular, on the Vehicle Service Dashboard).

4.48.6 To provide the vehicle user with transparency, the Provider has equipped the vehicles suitable for the aforementioned Digital Extra with a location symbol in the vehicle's infotainment system. This symbol appears as soon as the “Vehicle Tracker” and/or “Geofencing Digital Extra is activated and”, dependent on vehicle equipment, the “transmit vehicle position” setting is activated, in order to make clear that GPS coordinates are being collected during the trip.

5. Will my data be shared?

5.1. Insofar as necessary for the purpose of providing the respective Digital Extras, the Provider will pass on personal data to the respective national distribution company, Service Partners, roadside assistance companies, third-party Content Providers, third-party providers selected by the Customer, as well as any Service Providers or subcontractors commissioned by the Provider for the performance of individual services, especially the technical operations that Mercedes-Benz performs on behalf of the Provider. The Provider ensures that the respective recipients of personal data are subject to the same or equivalent appropriate data protection obligations.

- 5.2. Furthermore, in the cases listed in Sections 4.9 and 4.11, and to the extent mentioned therein, the Provider will send data to Mercedes-Benz as the controller.
- 5.3. Moreover, for the protection of the legitimate interests of the Provider (assertion, exercise and defence of legal claims) or to fulfil a legal obligation, the Provider may also make personal data which it receives in connection with the Digital Extra available to third parties (especially authorities) as far as necessary in order to clarify breaches of the Terms of Use for Mercedes me connect Services, the misuse of Digital Extras or attempts of unauthorised access to other Customers' and/or other vehicle users' data.
- 5.4. The Provider will not otherwise disclose the vehicle user's personal data arising from the use of the Digital Extras to third parties unless this is required for the performance of a contractual agreement, the vehicle user has consented to the sharing of his data or the Provider is obligated to share the data due to a mandatory legal requirement, court decision or official order.

6. Will my data also be transmitted in countries outside of Malaysia?

- 6.1. The recipients of personal data within the scope of contractual fulfilment (e.g. Content Providers and Service Providers entrusted by the Provider with the performance of individual services in the framework of contract processing) may be located in countries outside of Malaysia. The Customer hereby consents to the Provider in transferring their personal data outside Malaysia in these instances where it may be necessary for the Provider to transfer their personal data outside Malaysia. Where the Customer is a registered business, the Customer is responsible for and shall obtain the consent of the data subjects for the collection, processing, use and any transfer of the data outside Malaysia in the instances where it may be necessary for the Provider to do so. Reasonable steps will be taken to safeguard the personal data whereby these Service Providers will not use the personal data for any reason other than to provide the services they are contracted to provide. In order to protect the data appropriately, the Provider has concluded contracts with the recipients of this data on the basis of the Malaysian standard contractual clauses, 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. The Provider sometimes also uses a regional Backend for the contractual performance. Processing in the regional Backend occurs, where possible, close to the vehicle's location in order to reduce delays between the request for and representation/forwarding of the data.
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 Service. Depending on the third-party provider, the environment is operated by different service providers.
With respect to the particular cloud environment, it cannot be ruled out that personal data will be processed by the respective service providers (Microsoft, Google, Amazon Web Services) in countries outside of Malaysia. In such circumstances, the Customer consents to the personal data being transferred outside of Malaysia. In order to protect the data appropriately, the Provider has concluded legal agreements with the respective Service Providers on the basis of the Malaysian standard contractual clauses, which include appropriate guarantees. To obtain information on the guarantees, please contact the Provider using the contact details listed at the end of this document.
- 6.3. Recipients of personal data from the partner for the fulfilment of the contract (e.g. Service Partners, roadside assistance companies, third-party Content Providers, third-party providers selected by the Customer) may be located in countries outside of Malaysia with data protection levels not recognized by the Malaysian Commission within the scope of an adequacy decision. The Provider transfers data to such recipients at the Customer's request, as required for fulfilment of the contract.

7. How long will my data be stored?

- 7.1. The master data (e.g. name, address) of the Customer and Co-Users will be stored for the duration of the contractual relationship. After the end of the contractual relationship, the data will be stored in conformity with legal commercial and tax record retention requirements and will be subsequently deleted. Where the Customer is a registered business, when the contractual relationship has been terminated, all data must be securely destroyed or permanently deleted in accordance with the PDPA 2010. The destruction or permanent deletion of the data is subject to legal obligations for data storage and record retention. The Provider shall document the erasure and destruction of the data. The Provider does not have a right of retention for the data, unless expressly provided for in the Terms of Use for Mercedes me connect Services, this Privacy Notice or the Agreement on Data Processing on behalf between the Customer and the Provider.
- 7.2. Unless otherwise specified in this Privacy Notice, in the context of the recording of data from the vehicles for the performance of the Digital Extra, the last recorded event surveyed by the vehicle will be stored. A later event will replace the older event, which is then deleted. The Provider will not save any personal data collected in this way any longer than necessary for the provision of the respective Digital Extra and will

delete data that has not been overwritten by more recent events at the latest upon the termination of the contractual relationship. With the deactivation of individual Digital Extras, the associated data in the Backend will also be deleted.

- 7.3. Unless otherwise specified in this Privacy Notice, other data processed for the performance of the contract within the scope of the respective Digital Extras (e.g. the profiles created by the Customer) will be deleted at the latest upon the termination of the contractual relationship unless continued storage is necessary for the execution of the contract, the protection of the legitimate interests of the Provider (in particular the assertion, exercise and defence of legal claims) or for the fulfilment of legal record retention obligations.

8. How is my data protected?

- 8.1. The Provider will entrust personnel with the processing of personal data in connection with the Digital Extras who have been trained in accordance with the legal requirements and obligated to observe confidentiality, and will ensure that appropriate measures are in place in order to ensure that such personnel only process personal data in accordance with the Provider's instructions.
- 8.2. The Provider implements technical and organisational measures for appropriate protection of the personal data of the vehicle users, especially against unintended or unlawful destruction, loss, alteration, unauthorised disclosure and unauthorised access. The Provider will carry out regular checks on the technical and organisational measures and will implement a programme of continuous improvement in line with technological developments. In addition, where the Customer is a registered business, the technical and organisational security measures described in **Annex A** shall apply.

9. What rights do I have?

- 9.1. Where the Provider or Mercedes-Benz (each as an independent controller) processes your personal data, in accordance with the legal regulations you have the right:
- to demand information on the personal data processed by the Provider or – if applicable – by Mercedes-Benz (Right of Access).
 - to demand the correction of incorrect data and – in consideration of the purpose of the processing – the completion of incomplete data (Right to Rectification).
 - to demand the erasure of your data for legitimate reasons (Deletion Right, “right to be forgotten”).
 - to demand limited processing of your data to the extent allowed by legal regulations (Right to Restriction of Processing).
 - to receive the data provided in a structured, valid and machine-readable format if the legal requirements are met and to transmit this data to another controller or, if technically feasible, to have it transmitted by the Provider or – if applicable – Mercedes-Benz (Right to Data Portability).
- 9.2. A list of the subcontractors currently appointed by the Provider and/or Mercedes-Benz is provided in **Annex B** below. In the event of changes in subcontractor relationships, the Customer will be notified by email. These changes in subcontractor relationships will not affect the provision of the Digital Extras. If the Customer states in a written request that it does not agree to the planned change within three (3) weeks of receiving such notification, the parties will jointly seek an amicable solution. The Customer may only object to the change if it has an important legitimate interest in rejecting the selected subcontractor for the processing of data. If a solution cannot be found, the Customer is entitled to terminate the affected Digital Extras in writing within a period of four (4) weeks after the failure of the search for a solution. The Provider and companies affiliated with Mercedes-Benz can only be rejected in the event of a legal violation. Digital Extras, which are procured by the Provider as ancillary services from third parties in support of the performance of this Agreement, are not to be understood as constituting subcontractor relationships in the context of this provision. These include, but are not limited to maintenance and user service, cleaning personnel, auditors or the disposal of data carriers.
- 9.3. **Furthermore, you have the right to object to the processing of your data, which is carried out in order to safeguard the Provider's or Mercedes-Benz Group AG's legitimate interests, for reasons which arise from your personal situation, in accordance with the legal regulations (Right to Object). If your personal data is processed for direct marketing purposes, you also have the right to object to the use of your data for direct marketing purposes without providing separate reasons.**
- 9.4. To exercise your rights, please contact the Provider or – if applicable – Mercedes-Benz using the contact details listed below. In addition, you have the right to file a complaint with a Data Protection Supervisory Authority.

10. How can I contact the Provider or Mercedes-Benz Group AG?

- 10.1. The Digital Extras are offered by Mercedes-Benz Malaysia Sdn. Bhd., Wisma Mercedes-Benz, 16A Jalan BK 1/13, Taman Perindustrian Bandar Kinrara, 47180 Puchong, Selangor Darul Ehsan, Malaysia.
- 10.2. If expressly mentioned in this Privacy Notice, data is processed by Mercedes-Benz Group AG, Mercedesstr. 120, D-70372 Stuttgart, Germany, as the responsible party.
- 10.3. If you have questions concerning the processing of your personal data in connection with the provision of the Digital Extra, you can contact us at any time at the Customer Care Centre of the Provider or – if applicable – Mercedes-Benz Group AG (each as an independent controller) at any time using the following contact details:

Mercedes Benz Malaysia Sdn. Bhd.

Customer Care Centre
Wisma Mercedes-Benz
16A, Jalan BK 1/13
Taman Perindustrian Bandar Kinrara
47180 Puchong, Selangor Darul Ehsan
Malaysia

E-mail address: me-connect.mys@cac.mercedes-benz.com
Tel.: 1-800-88-1133

- 10.4. The appointed Data Protection Officer is, respectively:

Data Protection Officer
Mercedes-Benz Malaysia Sdn. Bhd,
Wisma Mercedes-Benz
16A, Jalan BK 1/13
Taman Perindustrian Bandar Kinrara
47180 Puchong, Selangor Datul Ehsan
Email address: mbm_dataprotection@mercedes-benz.com

The Data Protection Officer for Mercedes-Benz is:

Chief Officer of Corporate Data Protection,
Mercedes-Benz Group AG,
HPC E600,
D-70546 Stuttgart, Germany
Email address: data.protection@mercedes-benz.com

Annex A

Data Security Measures

Aim of the Technical and Organisational Measures

These technical and organisational measures describe the steps taken to protect the personal data processed by the Provider in connection with the agreed Digital Extras.

The Provider ensures the security of personal data in accordance with Section 9 of the PDPA 2010 and shall take data security measures and other measures in order to ensure a level of protection appropriate to the risk with regard to the confidentiality, integrity, availability and durability of the systems. The Provider shall implement the technical and organisational security measures described below in consideration of the state of the art, the implementation costs and the nature, scope, circumstances and purposes of the processing, also taking into account the varying degrees of probability and severity of risk for the rights and freedoms of natural persons.

Scope of Validity of the Technical and Organisational Measures

The technical and organisational measures apply to all personal data which is collected by the Provider in connection with the Digital Extras agreed with the Customer.

1. Physical Access Control

The Provider shall prevent unauthorized persons from gaining physical access to data processing systems used to process or use personal data. The data processing centers are located in a secure computer center of the Provider and the American data centre of the Service Provider. Only authorized persons have access to this area. The data processing centers are secured against unauthorized access, depending on the need for protection. Access to the rooms within the data processing centers is also restricted by ID readers and manlocks/turnstiles.

2. System Access Control

The Provider has taken the precautions described below in order to prevent data processing systems from being used by unauthorized parties:

User Identification

Identification is used to recognize authorized users and distinguish them from unauthorized users. The Provider's employees identify themselves using passwords. Each user has their own user ID and a password in accordance with the password policy. User accounts are set up in such a way that the user's identity is guaranteed at all times. User inquiries submitted to the User Help Desk regarding password changes are only complied with if the user's identity can be verified. Access to password management is restricted to administrators. Administration rights are assigned on a "need-to-know" basis.

User Authentication

The authentication process ensures that a user is who they say they are. Identity is verified in order to subsequently grant access to IT systems or buildings, for example. The user authenticates their identity by entering a correct password when logging in. If access is granted to the authenticated user then said user is authorized.

Administrative access points that merit particular protection are protected by a strong authentication mechanism involving multiple factors (knowledge and possession). Strict requirements for password quality are defined and are implemented technically in the data processing systems. All access attempts are documented and if incorrect credentials are entered, users are automatically blocked.

User Termination

A user's access right to the data processing systems will be terminated when the user ceases to be employee of the Provider or when a user who was authorized to access the data processing systems is no longer authorized to access the data processing systems or no longer require such access.

3. Data Access Control

The Provider ensures that the persons who are authorized to use data processing systems can only access the data to which their access authorization pertains. Steps are taken to ensure that personal data cannot be read,

copied, changed or removed by unauthorized parties when it is being processed or used, and after it has been saved.

The Provider has taken the following precautions with respect to data access control:

Encryption

The data processed by the Provider in connection with the Mercedes me connect product is encrypted in accordance with the AES256 Standard or a comparable standard for transport between sub-systems. Access via the Internet is possible only via connections encrypted with TLS. Data processed outside the Mercedes me connect product is protected in accordance with the specifications of the Information Security Compendium of the Provider.

User Authorization

The aim of user authorization is to safeguard access authorizations for IT systems, networks, and building access points. Authorizations are assigned on a "need-to-know" basis. The assignment of special rights in connection with additional privileges requires written justification and must serve a clearly defined commercial purpose.

The creation of user accounts, the expansion and restriction of authorizations for an existing user account, the deactivation of users, and the granting of access to the Provider's buildings all require an Application on the basis of a workflow-based User Management System.

A log function for all relevant IT systems and networks ensures that security-related changes to the IT environment (e.g., changes in the user master data), and information relating to transparency (e.g., unsuccessful log-in attempts) and verifiability (e.g., unsuccessful transaction starts) are monitored.

4. Transmission Control

The Provider guarantees that personal data cannot be read, copied, amended, or removed without authorization during electronic transmission, during storage and transport on data media, and that it is possible to establish and monitor the points at which transmission of personal data using data transfer facilities is intended.

In the case of data transfer the data is encrypted using a state-of-the-art cryptographic process.

The email communications of the company's employees are encrypted if personal data is to be transmitted. All email processes are monitored by a combined spam and virus protection system.

5. Input Control

The Provider guarantees that it is possible to subsequently check and ascertain whether and by whom personal data has been input into, amended in, or removed from data processing systems.

The log entries comprise the user ID, a time stamp and information on the activity carried out. The log data cannot be modified by the user. Log data can be analyzed, if necessary, in order to investigate misuse.

6. Order Control

The Provider guarantees that personal data being processed under a commissioned data processing order can only be processed in accordance with the instructions issued by the employer

A contract data processing agreement has been concluded with the Provider's service providers in which the Provider has imposed on its suppliers an obligation to implement the technical and organisational measures.

7. Availability Control

The Provider guarantees that personal data is protected against accidental loss or destruction.

The relevant systems of the Provider are hosted in the Provider's proprietary data centres and American data centres of the Service Providers. The data processing centers meet all security and availability requirements for a modern data processing center in accordance with the ISO/IEC 27001:2013 standard.

All servers are distributed between independent locations so that the loss of a single location does not affect the availability of the Provider's Digital Extras. The operation of the data processing center and the critical systems are monitored 24 hours a day in order to be able to respond to any emergency:

- Power Outage: If power is lost electricity is provided automatically by a battery-based UPS and diesel generators. The data processing center is connected to the mains power network on a redundant basis.

- Fire: The data processing center is divided into two fire zones. If one zone is lost to fire, the operation of the unaffected zone is expanded to temporarily compensate for the loss of the other zone. The data processing center's sensors are directly paired to the fire service. If all data in both fire zones is lost, recourse is taken to externally situated data back-up tapes.
- Water: If extreme flooding makes operations impossible it can be continued at another location.

If individual systems that are relevant for production are disabled, these shall be restored or replaced as quickly as possible. The operator has a number of replacement systems or has entered into special supply agreements with suppliers.

The efficacy of the availability, backup, and recovery measures is regularly tested and documented in emergency drills.

8. Separation Control

The Provider guarantees that data collected for different purposes is processed separately. The processing of data collected for different purposes is carried out on separate development, testing, and operational systems. Within the data processing systems there is logical separation of the data (telematics data, personal data). The Provider's systems are multi-client capable since all data is labeled with a unique customer code.

9. Organisational Security Criteria

The Provider guarantees the protection of personal data by means of the following internal rules and measures:

- Written regulations specifying the responsibilities for data protection
- Written regulations specifying the responsibilities for information security
- Existence of Appropriate information security management
- Existence of Appropriate incident management
- Implementation of information classification
- Regular information and awareness-raising of employees and managers
- Non-disclosure clause which is obligatory for all employees, and protects the company beyond the term of employment

The Provider conducts regular checks of the technical and organisational measures. The Provider shall notify the customer without delay of any violations of these data protection provisions or the provisions pertaining to the protection of personal data.

Annex B

Subcontractors

Amazon Web Services
SARL 38 avenue John F. Kennedy
L-1855 Luxembourg

CapGemini
Löffelstraße 46
70597 Stuttgart (Germany)

Daimler Group Services Berlin GmbH
Am Postbahnhof 16
10423 Berlin (Germany)

Daimler Group Services Madrid S.A.U.
C. Isla Graciosa 3 – 2ª planta
28703 San Sebastián de los Reyes, Madrid (Spain)

EXXETA AG
Albert-Nestler-Str. 19
76131 Karlsruhe (Germany)

IBM Deutschland GmbH
IBM Allee 1
71139 Ehningen

ITC-Herden GmbH
Bahnhofstrasse 1
71034 Böblingen

Mercedes-Benz AG
Mercedesstraße 120
70372 Stuttgart (Germany)

Mercedes-Benz Customer Assistance Center Maastricht N.V.e
Gelissendomein 5
6229 – Maastricht (Netherlands)

Mercedes-Benz.io GmbH
Breitscheidstr. 10
70174 Stuttgart (Germany)

Microsoft Deutschland GmbH
Walter-Gropius-Straße 5
80807 Munich
Germany

T-Systems
Hahnstraße 43d
60528 Frankfurt am Main (Germany)