

## General Terms and Conditions

### **Mercedes-Benz Accessories GmbH - A Daimler Company**

### **General Terms and Conditions for Purchasing Chargeable Mercedes me connect services and Chargeable on-demand feature**

#### **A. Subject Matter of the Contract Agreement, Scope of Application, Identity of the Store Operator**

1. These general terms and conditions relating to the Mercedes me connect information and telematics services (hereinafter referred to as "Services") as well as the on-demand feature for Mercedes-Benz cars (hereinafter referred to as "on-demand feature") of Daimler AG, Mercedesstrasse 137, 70327 Stuttgart, Germany, apply to all customer (hereinafter referred to as "Customer") orders for obtaining chargeable rights to use Services (hereinafter referred to as "Chargeable Services") and on-demand feature (hereinafter referred to as "Chargeable on-demand feature") through the Mercedes me connect Store. These general terms and conditions apply to both the purchasing of Chargeable Services and Chargeable on-demand feature (hereinafter together referred to as "Chargeable Services") as well as to the extension of the duration of Chargeable Services for Services. Certain Customers may enjoy further rights to the extent that they are consumers; for more information, see Part M, section 1 below.
2. Parts C, F section 1, H, J and K shall apply to Services and Chargeable Services only. Parts D and F section 2 shall apply to on-demand feature and Chargeable on-demand feature only. The other Parts shall apply to both Services and Chargeable Services as well as on-demand feature and Chargeable on-demand feature.
3. The Mercedes me connect Store is operated by Mercedes-Benz Accessories GmbH (hereinafter referred to as "MBA"). For more information about MBA, see Part M, section 6 below.
4. The Customer's general terms and conditions are hereby expressly rejected. This rejection shall apply even if the Customer references his own general terms and conditions of business or purchasing when issuing a confirmation.

#### **B. Contract Formation, Transfer of Rights and Duties**

1. Upon completing the ordering process on the Mercedes me connect Store webpages, the Customer will have made to MBA a binding offer to enter into a contract.

To place such orders, the Customer must have an email account. The ordering process consists of the following steps. In step one, the Customer selects the type and number of Chargeable Services he wants. In step two, the Customer's personal data, including email address and billing address, are collected; thereby, the billing

address is forwarded by Daimler AG to MBA, i.e. the Customer does not need to provide this information separately. The Customer grants their consent to the immediate activation of the Services and on-demand feature (as applicable) before the end of the cooling-off period as set forth in the information concerning the cancellation policy in Part E below. In step three, the Customer chooses one of the payment methods described in Part G. In the final step, the Customer may review all of the information one more time and, if necessary, correct it before completing the ordering process with the click of the "buy" button. The Customer may, by clicking the "back" button, correct any entry errors before transmitting his order. Information that is either missing from or incorrectly entered in the mandatory fields will be identified in red font and bordered in red.

The order data will not be stored by MBA and can no longer be retrieved after the ordering process is completed. The order data and the general terms and conditions (including the information concerning the cancellation policy) can be viewed again in the order confirmation, which is sent to the Customer via email after the order is placed and may be printed from there in file format.

2. MBA will immediately confirm the receipt of the order by sending an email to the Customer. The order is sent merely as notice to the Customer about the receipt of his offer and will not yet form a contract, i.e. it will not be deemed an acceptance of the Customer's offer.
3. The Customer is bound by his order for no more than 7 days after transmitting it.
4. The contract governing the purchase of the Chargeable Services will not begin until MBA has confirmed its acceptance of the order within the aforementioned 7-day period either via email or by activating the respective Service or on-demand feature (as applicable) in the vehicle selected by the Customer. MBA will notify the Customer without undue delay if MBA does not accept the order.

### **C. Purchase of Chargeable Services, Provision of Services, Term**

1. By purchasing the Chargeable Services, the Customer will be entitled to use the Services. The Services will be provided by Daimler AG. The Customer's use of the Services will be governed by the Terms of Use for the Mercedes me connect and smart control Services and the Mercedes me connect and smart control Overview of Services of Daimler AG (hereinafter collectively referred to as "Daimler Terms of Use").
2. The Customer may use the Services for a single vehicle during the term agreed to with MBA. MBA is entitled to alert the Customer via email about the forthcoming end of the term.

### **D. Purchase of Chargeable on-demand feature, Use of on-demand feature**

1. By purchasing the Chargeable on-demand feature, the Customer will be entitled to use the on-demand feature.
2. To be able to purchase the Chargeable on-demand feature, the Customer needs to

accept the Terms of Use for the Mercedes me connect and smart control Services of Daimler AG.

3. The Customer may obtain information on which on-demand feature are available for his vehicle and further details on the on-demand feature in the Customer's Mercedes me connect user account, or on the Mercedes me connect Store.
4. To be able to use the on-demand feature for a vehicle, the vehicle must be connected with Mercedes me connect. To activate the on-demand feature, the ignition of the vehicle needs to be switched on and off and a connection to the vehicle backend of Daimler AG needs to be established. The Customer may obtain further information in the Customer's Mercedes me connect user account.
5. The on-demand feature may be used in the vehicle for which it has been purchased. The on-demand feature may be used indefinitely for the lifetime of the vehicle, irrespective of whether the vehicle is subsequently disconnected from Mercedes me connect.
6. To be able to verify whether the available on-demand feature have been purchased, the vehicle regularly connects to the vehicle backend of Daimler AG by reference to the vehicle identification number and, in this connection, regularly transfers the information which on-demand feature are activated in the vehicle.

#### **E. Right of cancellation, effects of cancellation**

1. Cancellation policy

**Cancellation policy**  
**Right of cancellation**

You have the right to withdraw from this contract within 14 days without giving any reason.

This cooling-off period will expire after 14 days from the day of the conclusion of the contract.

In order to exercise your right of cancellation, you must inform us (Mercedes-Benz Accessories GmbH, c/o Mercedes-Benz Customer Assistance Center Maastricht N.V (CAC), P.O. Box 1456, 6201 BL Maastricht, The Netherlands, Telephone 00800 9 777 77 77, fax +49711 21768006, email mercedes\_me\_connect@cac.mercedes-benz.com.) of your decision to withdraw from this contract by means of an unambiguous statement (e.g. a letter sent by post, a fax or an email). For this purpose, you may use the attached sample cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancellation before the cooling-off period has expired.

**Effects of cancellation**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting

from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of the Services or on-demand feature during the cooling-off period, you shall pay us a reasonable amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

The sample cancellation form mentioned in the foregoing information is appended as an annex to these general terms and conditions.

2. The right of cancellation applies only to consumers. A consumer is any natural person who concludes a legally binding transaction for purposes that cannot be attributed primarily to his or her commercial or independent professional work.

**F. Prices for Chargeable Services**

1. The prices stated for Chargeable Services are to be understood as final prices for the right to use the Services for a selected vehicle during the agreed term.

2. The prices stated for Chargeable on-demand feature are to be understood as final prices for the right to use the on-demand feature for a selected vehicle for an indefinite term.
3. No shipping costs will be charged.

#### **G. Payment for Chargeable Services**

1. Chargeable Services may only be paid for using a credit card or PayPal as well as any other methods shown in the third step of the ordering process on the Mercedes me connect Store webpages. The individual steps and options for payment are explained during the ordering process in the Mercedes me connect Store.
2. MBA reserves the right to exclude certain methods of payment.
3. In the event that the Customer purchases the Chargeable Services as a business person within the meaning of Part L, section 1 para. 2, or as a legal entity the payments could be subject to withholding tax which should be paid by the Customer to the local tax authorities. MBA recommends to ask a tax advisor for advice.
4. Payments made for the purchase of chargeable services by customers could be subject to withholding taxes in Slovakia. This applies for customers as private consumers. Any withholding tax should be paid by the customer to the local tax authorities. MBA recommends to ask a tax advisor for advice.

#### **H. Availability and Transfer of Chargeable Services**

1. If MBA, through no fault of its own, is not in a position to transfer the ordered Chargeable Service because Daimler AG has not transferred the Chargeable Service to MBA despite the existence of a respective contract, then MBA will have the right to rescind its contract with the Customer; if Chargeable Services that have previously been paid for cannot be transferred, then MBA shall without undue delay notify the Customer thereof via the email address provided by the latter and shall without undue delay refund back to the Customer the payments he had already received. Any further statutory claims of the Customer remain unaffected thereby.
2. Partial transfers of Services when two or more Chargeable Services are ordered will be permissible to the extent that this would be deemed reasonable for the Customer.
3. Force majeure and operational disruptions that occur at MBA or Daimler AG and that temporarily prevent MBA, through no fault of its own, from transferring the Chargeable Service, will release the duty of performance during the period of defective performance/default triggered by such circumstances.
4. If similar disruptions lead to a postponement of contractual performance for more than 14 days after acceptance of the order or a missed binding transfer date, then the Customer may rescind the contract. Any further rights will not be affected thereby.

## **I. Information on Processing of Personal Data**

1. MBA will process the data of the Customer as the responsible party for the purpose and to the extent required for the purchasing contract. In this context MBA passes on Customer data to the extent necessary to Daimler AG to fulfill the purchasing contract.
2. Furthermore, MBA may process personal data of the Customer, which it receives in connection with the provision of the purchasing contract for the protection of MBA's justified interests (assertion, exercise or defense of legal claims), for the protection of the data and/or information processing systems required for the provision of the contract or for the fulfilment of the legal obligations, and may provide such data to third parties (in particular government authorities) to the extent required for investigating any violations against the General Terms and Conditions, misuse of Services or attempts to gain unauthorised access to information processing systems or to data of other customers.
3. The data of the Customer will be stored for the duration of the contractual relationship and will be retained in conformity with the legal commercial and legal tax record-keeping requirements afterwards. The data will be subsequently deleted, unless further storage is required for the protection of MBA's justified interests (in particular for the assertion, exercise and defense of legal claims).
4. MBA will only entrust staff with the processing of personal data that has been instructed in conformity with the legal requirements and is obligated to observe confidentiality, and will also ensure through appropriate measures that this staff only processes personal data in accordance with MBA's instructions. MBA uses technical and organizational security measures for the appropriate protection of the personal data of the Customer, in particular against unintentional or unlawful destruction, loss, alteration, unauthorised publication or unauthorised access.
5. To the extent MBA processes the personal data of the Customer, in accordance with the legal requirements the Customer is entitled to:
  - demand information about the personal data processed by MBA (information right);
  - demand the adjustment of incorrect data and - in consideration of the purpose of the processing - the completion of incomplete data (correction right);
  - demand the deletion of data for justified reasons (deletion right);
  - demand limited processing of data if the legal prerequisites for this are met (right for limitation of processing)
  - to receive the data provided by the Customer in a structured, valid and machine-readable form if the legal prerequisites for this are met as well as to transmit this data to another responsible party or, to the extent technically feasible, to have it transmitted by MBA (right of data transferability).
6. Furthermore, the Customer has the right to object to the processing of personal data, which is carried out for the protection of MBA's justified interests, for reasons related to personal situation of the Customer in accordance with the legal regulations (right to object).
7. To exercise the rights the Customer could contact MBA using the contact details

presented below. Moreover, the Customer has the right to file a complaint with a data protection supervisory authority.

8. The appointed data protection officer of MBA is: Chief Officer for Corporate Data Protection, Dr. Joachim Rieß, Daimler AG, HPC G353, D 70546 Stuttgart, Germany  
Email address: data.protection@daimler.com

## **J. Premature Ending of Services in Cases of Chargeable Services**

1. If the Customer (a) deletes the Mercedes me App or the App for the Mercedes me Adapter pursuant to section I.4.6 of the Daimler Terms of Use, (b) deactivates the Services pursuant to section I.4.7 of the Daimler Terms of Use, (c) causes the disconnection of his vehicle pursuant to section I.5.3 of the Daimler Terms of Use, (d) terminates the Mercedes me connect Agreement pursuant to section I.8.3 of the Daimler Terms of Use, or (e) changes his domicile pursuant to section I.8.4 of the Daimler Terms of Use, then there will be no (proportional) grant-back of the fees that the Customer paid to MBA for the relevant Chargeable Services.
2. If Daimler AG (a) blocks the Services pursuant to section I.7.2 of the Daimler Terms of Use or (b) terminates the Mercedes me connect Agreement pursuant to section I.8.5 of the Daimler Terms of Use for good cause, then there will be no (pro rata) grant-back of the fees that the Customer paid to MBA for the relevant Chargeable Services.
3. If the Customer (a) terminates the Mercedes me connect Agreement pursuant to section I.8.3 of the Daimler Terms of Use because he has rescinded the purchase or leasing contract related to a new vehicle, or (b) terminates the Mercedes me connect Agreement for good cause pursuant to section I.8.5 of the Daimler Terms of Use, then the fees that the Customer paid to MBA for the relevant Chargeable Services shall be granted back pro rata for the period starting from the date on which the termination went into effect until the agreed end of the term.

## **K. Complaints about Services**

1. The Customer may contact the following offices regarding questions and complaints about the Chargeable Services:

Mercedes-Benz  
Customer Assistance Center Maastricht N.V (CAC)  
P.O. Box 1456,  
6201 BL Maastricht  
The Netherlands  
Email address: Telephone number\*  
mercedes\_me\_connect@cac.mercedes-benz.com 00800 9 777 77 77

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

2. If Daimler AG does not, in accordance with the Daimler Terms of Use, provide those Services for which the Customer has purchased Chargeable Services, then the fees paid by the Customer to MBA for the relevant Chargeable Services will be granted back proportionally for the relevant period of time. Any further statutory claims of the Customer remain unaffected thereby.

Note: As described in the Daimler Terms of Use (specifically section I.4.9 of the Daimler Terms of Use), the Services may be subject to restrictions, inaccuracies, impairments and disruptions. Moreover, the Services could change as prescribed under the agreement between the Customer and Daimler AG (specifically under section I.4.11 of the Daimler Terms of Use).

3. The description of the Services in the respective Daimler Terms of Use shall not be deemed to create a guarantee or an assumption of a procurement risk that is not based on fault.
4. This Part K does not apply to claims for damages. Those claims will be governed by Part L Liability.

## **L. Liability**

1. In the event MBA is liable for damages through slight negligence on grounds pursuant to applicable laws, the liability is limited as follows: Liability exists only if material immanent obligations arising from the contract have been violated, in particular those which are imposed upon MBA in accordance with the spirit and purpose of contract or whose performance is a prerequisite for the due and proper performance of the contract, where the Customer regularly relies and ought to be able to rely upon MBA complying with such obligations. This liability is limited to typical damage foreseeable at the time of the entry into force of the contract.

If the Customer is a business person who is acting in the performance of their commercial or independent business activity at the time of conclusion of the contract, the same applies to damage caused through gross negligence, however, not through gross negligence committed by legal representatives or managing staff of MBA.

2. Regardless of the issue of fault, this shall not prejudice the liability of MBA if MBA has provided a guarantee or accepted a procurement risk, or under the terms of the German Product Liability Act or other applicable product liability laws.
3. Personal liability on the part of the legal representatives, vicarious agents and employees of MBA is excluded in cases of damage resulting from their slight negligence. With the exception of legal representatives and officers of MBA, such limitation shall also apply to cases of damage resulting from gross negligence on behalf of MBA's vicarious agents and employees.
4. The limitations of liability set forth in this section do not apply in the event of death or personal injury.

## **M. Further Rights, Judicial Forum, Governing Law and Address for Service of Process**

1. The laws of the Federal Republic of Germany shall govern contracts that are concluded through orders placed with the Mercedes me connect Store, **unless mandatory national consumer protection regulations under the law of the country in which the Customer is domiciled or has his place of habitual**

**residence take precedence to the benefit of the Customer.**

2. If the Customer qualifies as a business person within the meaning of Part L, section 1 para. 2, then exclusive jurisdiction and venue with respect to all current and future claims arising from or connected with this contractual relationship shall lie with the competent courts located at MBA's principal place of business.
3. The same jurisdiction and venue shall apply to the domestic Customer if he is not subject to general jurisdiction domestically, if he changes his domestic domicile or domestic habitual abode after the contract is concluded, or if his domicile or habitual abode is not known at the time that the lawsuit is filed. Otherwise, the competent courts located at the Customer's domicile will be deemed to be the proper judicial forum with respect to any claims asserted by MBA against the Customer.
4. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 will not apply.
5. Should one or more of the foregoing provisions be or become invalid, then the validity of the remaining provisions herein will not be affected thereby.
6. Address for service of process purposes:

Mercedes-Benz Accessories GmbH, Am Wallgraben 125, D - 70565 Stuttgart, Germany, Sitz und Registergericht/Domicile and Register Court: Stuttgart, HRB-Nr./Commercial Register No.: 20881, Geschäftsführung/Management: Andrea Finkbeiner-Müller (Vorsitzende/Chairman), Julia Mink.

**Important:** For purposes of exercising the right of cancellation, the addresses listed in the information concerning the right of cancellation shall apply. For questions and complaints, please contact the free Store Hotline shown in Part K, section 1.

**N. Information on Online Dispute Resolution**

The EU Commission has created an Internet platform for online dispute resolution (so-called "ODR Platform"). The ODR platform serves as a contact point for the extra-judicial settlement of disputes concerning contractual obligations arising from online purchase contracts. You can access the ODR platform via the following link:  
<http://ec.europa.eu/consumers/odr>

**O. Note pursuant to Section 36 of the German act on the resolution of consumer disputes (VSBG)**

Mercedes-Benz Accessories GmbH will not take part in proceedings to resolve a dispute before a consumer arbitration body in accordance with VSBG, neither is it obliged to do so.

**Annexes:**  
**Sample withdrawal form**