

**Terms of Use for the Mercedes me connect and smart control services**

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**1. Scope of Application**

The Terms of Use for the Mercedes me connect and smart control services set out below are an offer by Mercedes-Benz UK Limited (Co Reg No 02448457) Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8BA ("provider") (hereinafter "Terms of Use") and apply to the provision of Mercedes me connect and smart control information and telematic services, to the temporary activation of on-demand equipment as well as to other digital content, digital products and digital services that may be purely digital or control certain functionalities of the underlying hardware ("together Digital Extras") by the provider and their use by the customer.

**2. Customer, Holder**

- 2.1 "Customer" is the person who fulfils the requirements of Clause 4.2 and has concluded these Terms of Use successfully and appropriately pursuant to Clause 3.1.  
A "Customer" can be either a consumer or a business user. A consumer is any natural person who concludes a legally binding transaction for purposes that cannot be attributed primarily to his commercial or independent professional activity. A business user is a natural or legal person or partnership with legal capacity that, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.
- 2.2 "Holder" is the person who is named as the registered keeper of the vehicle on the V5C document issued by the Driver and Vehicle Licensing Agency in the United Kingdom

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

- 3.1 Use of the Digital Extras requires that the Customer sets up a Mercedes me ID, registers and accepts these Terms of Use online. The Terms of Use shall enter into effect between the Customer and the Provider when the Customer receives a confirmation, but no later than on the date on which the Customer is able to use the respective Digital Extras for the first time.  
If the Customer is a business user pursuant to Clause 2.1, he must additionally conclude an agreement for contract data processing agreement with the Provider before the Terms of Use become effective.
- 3.2 Any terms and conditions of the Customer which deviate from these Terms of Use shall not apply unless the Provider expressly agrees to their validity in writing.

- 3.3 The Agreement shall be concluded in the respective national language.
- 3.4 The Provider is entitled to make changes to the Terms of Use, immediately and without consent of the Customer, for valid reasons, in particular if so required by new technical developments, further development of the services specified in the contract, changes in legislation, regulation or case law or other equivalent reasons. If the change should lead to significant disruption of the contractual balance between the Parties, it will be waived.
- 3.5 Irrespective of the aforementioned reservation of the right to make changes and amendments to the Terms of Use, the Provider is also entitled to make changes and amendments to the Terms of Use if the Provider notifies the Customer in text form (including by email, SMS and message in the Mercedes me mailbox) at least one month before the effective date of the change or amendment (calculated from the date on which the Customer receives the notification). The amended Terms of Use are deemed as accepted if the Customer does not object to them within one month of the receipt of the notification. The Provider will inform the Customer separately of this legal consequence in its notification.

#### **4. Scope of the Offer**

- 4.1 When the Terms of Use become effective, the Customer will be entitled to use certain Digital Extras free of charge, provided that they are offered.
- 4.2 In addition, the Customer may acquire the right to use Digital Extras subject to a charge ("Digital Extras subject to a charge") together with the purchase of the vehicle<sup>1</sup> or via the Mercedes me Store. The additional terms and conditions agreed for the sale of the Digital Extras shall apply to the purchase of the chargeable Digital Extras and, in the event of purchase via the Mercedes me Store, the General Terms and Conditions of the Mercedes me Store shall apply. These Terms of Use apply to the use of the Digital Extras by the Customer via Mercedes me connect and smart control.
- 4.3 The use of the Digital Extras is intended for consumers or business users according to Clause 2.1, who are either owner of the vehicle with which the Digital Extras are to be used, or are authorised by the owner to use the vehicle including the Digital Extras. Furthermore, (i) consumers must have their permanent place of residence (registered address) in the United Kingdom and (ii) business customers<sup>2</sup> must be domiciled in the United Kingdom. The place of residence and place of business establishment will hereinafter be referred to as the "residence".
- 4.4 Digital Extras that require a linked vehicle (see Clause 5.2) apply exclusively to the respective vehicle (e.g. charging services, streaming services, "Comfort Data Volume" service) and are not transferable to other vehicles. In addition, all Digital Extras may only be used for the purpose specified in the description of the respective Digital Extras. The same applies to other products linked to the user account (e.g. Mercedes-Benz Wallbox<sup>3</sup>).
- 4.5 The description of the individual Digital Extras, i.e. the scope of services, conditions of use, availability and any further information, can be found in the Customer portal<sup>4</sup>, the apps, the vehicle order including Digital Extras or in the Mercedes me Store. The scope of services may differ depending on the vehicle type and equipment or on the Mercedes-Benz Wallbox type<sup>3</sup>. The Provider reserves the right to further develop the Digital Extras at any time, and to add, change or remove individual functions. The adjustment will only be made if there is a valid reason and the Customer does not incur any additional costs. The following circumstances may lead to an adjustment of the Digital Extras: Adaptation to a new technical environment, adaptation to an increased number of users, adaptation for important operational reasons, further development of Digital Extras, adaptation due to new legal requirements and supreme court rulings or other equivalent reasons.
- 4.6 Subject to Clause 4.15, the Digital Extras are generally available in the United Kingdom. All European overseas territories are excluded. The Service Description shows which Digital Extras are geographically limited or are not yet available. If a vehicle has been imported from a country other than the Customer's country of residence, or if the Customer moves with the vehicle to another country, the Digital Extras may be impaired or not function at all due to country-specific technical equipment of the vehicle (e.g. communication module) or the country-specific availability of Third-Party Providers and Content Providers.
- 4.7 For the Digital Extras, the Provider shall provide the Customer with the Customer Portal, the apps or other means of access (Clause 4.9) via which the Customer can set up an interface and manage Digital Extras online ("User Account").

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<sup>1</sup> At present, Digital Extras cannot be purchased together with the vehicle in all countries.

<sup>2</sup> For business users, the contractual offer is not available in every country. If no selection option for business users is provided during the registration or in the existing account, the offer is intended only for consumers.

<sup>3</sup> The provisions regarding the Mercedes-Benz Wallbox within these Terms of Use only apply to wallboxes that are pre-equipped with the corresponding remote functions via the Mercedes me app. These Mercedes wall boxes are not available in every country.

<sup>4</sup> The Customer Portal is not available in all countries (including the United Kingdom). In these cases the Mercedes me app is available as an alternative.

- 4.8 The Customer can link up to 20 (twenty) vehicles and up to three Mercedes-Benz Wallboxes to their User Account, and also unlink them at any time. If the Customer is a business user, they can also create additional vehicles if they are authorized and activated to do so by a participating partner. Linking and unlinking of the vehicle or the Mercedes-Benz Wallbox are governed by Clause 5.2.
- 4.9 The Customer may operate and use the Digital Extras via the means of access listed below (collectively "Means of access"): a) via the infotainment system in the vehicle, b) online in the customer portal and/or c) via mobile applications using compatible devices ("apps" or "App"). The means of access available for each service is indicated in the respective description of the Digital Extras in the customer portal, the apps and/or in the Mercedes me Store. The right to make changes to the means of access is reserved, provided that the change is reasonable for the Customer.
- 4.10 The Customer may delete the Apps at any time. In this case, the Customer will no longer have any access to the Digital Extras via the Apps. Furthermore, unauthorised changes made to the compatible end device (e.g. update of the operating system, jail-breaking) could render the Apps.  
Note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by a deletion of the apps or the described changes to the compatible device.
- 4.11 The Customer has the possibility to activate individual Digital Extras and to deactivate such Digital Extras. In the case of an activated Digital Extras the Customer can use the Digital Extras. If a Digital Extras is deactivated, then the Digital Extras will not be available to the Customer during that time. New Digital Extras will only become active when they are activated by the Customer.  
Note: Any obligations to pay the fees for chargeable Digital Extras or for contracts with third-party providers shall remain unaffected by deactivation of the Digital Extras.
- 4.12 If the Customer cancels the purchase of a chargeable Digital Extra, if a chargeable Digital Extra expires or if the Digital Extra is terminated, the Provider shall be entitled to deactivate the Digital Extras concerned.
- 4.13 The Provider also reserves the right to deactivate or restrict the Digital Extras for important reasons (e.g. data security, security problems with content providers/third-party providers).
- 4.14 The display in the vehicle's instrument cluster or in the display of the Mercedes-Benz Wallbox has priority over all other information channels, such as the display of the Customer's means of access. The information displayed in the Infotainment system or in apps is not binding, may be incomplete, incorrect or not up-to-date in whole or in part, and applies at the time of retrieval.
- 4.15 The provision and use of the Digital Extras may be subject to limitations and inaccuracies that are beyond the control of the Provider, taking into account the current state of technology. In individual cases, this may result in deviations between the display of vehicle operating data in the vehicle (e.g. in the infotainment system) or in the display of the Mercedes-Benz Wallbox and those in the Customer's respective means of access. This applies in particular to the availability of a wireless data connection, network coverage, GPS and internet access provided by cell phone providers. For example, Digital Extras are limited to the reception and transmission range of the radio stations operated by the respective mobile communications provider. In individual cases, the unavailability of the mobile network may mean that individual Digital Extras are not available because the necessary data transfer cannot take place. Moreover, Digital Extras can be adversely affected by atmospheric conditions and topographical features or by obstacles (e.g. bridges, tunnels, buildings). The same applies to GPS. Other adverse circumstances, such as network overload, may impair the use of the internet. In addition, short-term capacity bottlenecks may result from peak loads on Digital Extras, mobile and fixed networks, and the internet. The availability of Digital Extras is 97.0% on an annual average. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded. When using data via the mobile communication services, the users who are logged-on share the available bandwidth ("shared medium") in the mobile communication cells. The transmission rate actually achievable during data usage also depends on the respective technology available on site, the transmission rate of the server selected for providing the corresponding Digital Extras, the occupancy/capacity utilization of the mobile communications network by the number of users in the respective mobile communications cell, the distance to the antenna and the movement of the user. Disruptions may further arise for reasons of force majeure, including strikes, lockouts and official orders, as well as due to technical and other measures (e.g. repair, maintenance, software updates, extensions) that occur at the provider's facilities or those of upstream and downstream service providers, content providers and network operators that are required for the proper or improved provision of the Digital Extras.  
The use of the Digital Extras via the apps may also be subject to restrictions and inaccuracies owing to unavailability, or owing to impairments or malfunctions of the apps or the compatible device (e.g. owing to force majeure or to technical and other measures such as maintenance, software updates, enhancements for the apps).
- 4.16 For certain Digital Extras (e.g. Internet Radio, Petrol Station Prices, Live Traffic, Car-to-X Communication), the information available via the Digital Extras is supplied by Content Providers and may be incomplete, incorrect, not current or unavailable in whole or in part. The Provider assumes no responsibility for checking whether the information is complete, accurate or current, or for completing, correcting or updating such information, or for making sure that the information is available or is made available in a certain quality The

Customer is independently responsible for his use of the information and decisions made on the basis of the information; accordingly, the Customer is responsible for checking whether the information is complete, accurate or current and is available or is made available in a quality suitable for their purposes.

- 4.17 To prevent malfunctions in the workshop process during a stay in the workshop, Digital Extras may be temporarily unavailable or only available to a limited extent. In addition, maintenance and repair work carried out on the vehicle during the workshop visit can generate data that lead to incorrect status messages and diagnosis messages via different Use Gateways. As a result, the Customer may receive faulty offers for maintenance services or a faulty request for an appointment due to a recognised need for repair by the Service Partner. Under certain circumstances, it may be necessary for the Customer to reactivate the services after the workshop visit.
- 4.18 The Digital Extras require a functional in-vehicle power supply from the vehicle battery. Excessive use of the Digital Extras without intermediate charging of the vehicle's battery by a running engine, or connection to a power supply in the case of electric vehicles, can lead to battery drainage. If the vehicle is left standing for a long period, this can cause the communication module in the vehicle to turn off and interrupt the cellular data connection to the vehicle until the vehicle is manually put into operation the next time.
- 4.19 When these Terms of Use enter into effect and the vehicle is connected, a download will occur via mobile data connection and software updates for vehicle components, e.g. comfort systems, locking & security systems, driver assistance systems, chassis & drive systems as well as the vehicle's infotainment system, will be installed automatically without the need for a workshop visit ("Software Update"). The Software Update can be initiated from the vehicle or from the back end and can improve and enhance functions of the vehicle and the Digital Extras, as well as provide or facilitate new functions of the vehicle and the Digital Extras, or modify or remove functions of the vehicle and the Digital Extras. The display of the Software Update availability cannot be deactivated by the Customer. Depending on its type and scope, the Software Update will either be carried out automatically without any additional consent required from the Customer, or the Customer will be given the option of confirming or rejecting individual Software Updates; the Customer may always reject changes or removals if they are not advantageous to the Customer or if the Customer could not be reasonably expected to accept them, taking the interests of the Provider into account. The period of time between the individual Software Updates can vary. There is no right to demand Software Updates that go beyond the contractual terms or security updates.
- 4.20 The Software Updates are subject to the availability and limitations of the mobile network and the equipment in the vehicle. This means that the time it takes to download and install any software can differ from vehicle to vehicle and can take anywhere from a few minutes to several hours. The status is stored in the back end and shown to the Customer via his Use Gateways.
- 4.21 Under certain circumstances, the Software Updates may be required for the unimpeded performance and operation of the Digital Extras. The Customer is not entitled to obtain the Software Updates by other means (e.g. through the Participating Partners). As part of servicing by Mercedes-Benz or smart partners who are responsible for providing repair and maintenance services for Mercedes-Benz or smart vehicles ("Service Partners") or Participating Partners, other measures may be carried out instead of or in addition to the Software Updates. While the Software Updates are downloading and installing, the functionality of the vehicle or individual components (e.g. infotainment system or communication module) may be restricted for a limited period of time. In the unlikely event that a fatal technical error occurs during the installation of the Software Update, the functionality may continue to be restricted and a workshop repair may be needed.

## **5. Requirements for Use**

- 5.1 The Digital Extras are available in Mercedes-Benz or smart vehicles of newer model series that are equipped with an integrated communication module. Some of the Digital Extras are based on a hardware component or require additional special equipment in the vehicle. The Digital Extras for the Mercedes-Benz Wallbox require pre-installation for remote functions via the Mercedes me App. Details and any further requirements for use can be found in the respective service description. For certain functions and Digital Extras, the vehicle must have a mobile data connection between the vehicle and the backend, as well as the Customer's compatible device. In addition, the vehicle must be equipped with an infotainment system. To use the Digital Extras for the Mercedes-Benz Wallbox, the wallbox must have an Internet connection (e.g. WLAN, SIM). For data transmission to the CAC, it is necessary that the customer's compatible device is GPS-enabled and GPS is activated. Additional usage requirements or deviations may result from the description of the respective Digital Extras.
- 5.2 In order to use the Digital Extras for a vehicle, the vehicle must be linked to the User Account and remain linked ("Linking"). In order to use the Digital Extras with the Mercedes-Benz Wallbox, the Mercedes-Benz Wallbox must be linked to the User Account and remain linked. Linking is carried out locally by participating partners or online via the User Account. The Customer can find further information on this in the Customer Portal or from participating partners.

Digital Extras can only be activated and used in the vehicle and/or for the Mercedes-Benz Wallbox once the vehicle or the Mercedes-Benz Wallbox has been linked. Only one Customer can be assigned to each vehicle

and each Mercedes-Benz Wallbox as the main user at any one time. However, if the Customer is a business user, several main users can be created for each vehicle. Additional vehicle users may be registered as "co-users" as defined in Clause 10.1.

The unlinking of a vehicle or a Mercedes-Benz Wallbox takes place by the Customer either removing the vehicle or the Mercedes-Benz Wallbox from their User Account, or requesting unlinking in text form (including e-mail) by a participating partner or the Mercedes-Benz or smart customer Assistance Center ("CAC") referred to in Clause 20.6. With the unlinking, the Digital Extras in the affected vehicle or for the affected Mercedes-Benz Wallbox are deactivated for the Customer.

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

- 5.3 For security reasons, an identity check is required for the use of some Digital Extras. This can be done with an identification document on site at the Participating Partners or online via the App. The Customer will be informed of the necessity of the identity check when activating all Digital Extras or the corresponding Digital Extras. The Digital Extras can only be used by the Customer after a positive identity check. The Provider reserves the right to repeat the identity check at a later date.
- 5.4 For the use of Digital Extras that embed services from other companies ("Third-Party Providers") (e.g., streaming services, parking, charging, refueling), the Customer shall enter into a separate agreement with the respective third-party provider under the terms and conditions of the respective third-party provider. If necessary, the Customer must create a separate user account ("third-party account") with the third-party provider (e.g. streaming services). In addition, for certain Digital Extras, the Customer must conclude a contract with a mobile communications provider who is independent of the Provider. The Provider assumes no responsibility for the performance of the third party and mobile service provider.
- 5.5 The use of Digital Extras via apps requires a compatible device and a mobile data connection as well as the purchase and installation of the apps on the compatible device.
- 5.6 Another prerequisite for using the Digital Extras is regular updating of the apps when updates are available.
- 5.7 For customers with a vehicle, which has optional equipment for highly automated driving functions ("System"), the following applies: To use of the system, Digital Extras must be activated and available during use. Despite activation of these Digital Extras, it is possible that the system will not be available or will only be available to a limited extent. Indeed, the availability and activation of the system depend on additional system requirements and system limitations and are subject to functional, spatial, regional and temporal limitations. The availability of the system thus depends, among other things, on suitable weather conditions, the currently available route network, an existing route clearance and/or the respective traffic situation. The availability of the system can also be curtailed for security reasons. The availability of the system also depends in particular on the currently valid laws of the country in which the vehicle is to be used. Further information on system requirements and system limits as well as on data processing in vehicles with highly automated driving functions can be found in the operating instructions.

## **6. Payment Function in the Context of Digital Extras**

- 6.1 The payment function enables the Customer to conclude and pay for a contract in the context of certain Digital Extras.
- 6.2 When using the payment function, the respective Third-Party Provider or its sales partner becomes the contracting party ("Seller") to the Customer. The Provider merely mediates the conclusion of the contract and does not itself become a contracting party. With regard to the contract, the respective general terms and conditions of the Seller shall apply.
- 6.3 In the context of the payment of the price, the Provider shall act as a technical service provider and shall only provide the technical platform for the payment; the Provider may use other service providers for this purpose. The authorization of a payment, the access to a payment account of the Customer as well as the transfer of the price from the payment account of the Customer to the Seller is carried out exclusively by payment service providers commissioned by the respective seller (e.g. payment service provider or acquirer) (hereinafter referred to as "Payment Processor"). During a payment transaction the Provider does not gain possession of the funds to be transferred at any time.
- 6.4 The prices listed by the respective Seller apply to the contract. When the contract is concluded, the price to be paid will be displayed in the corresponding Use Gateway, if applicable. The price falls due immediately upon conclusion of the contract. The Customer must promptly notify the Provider of any discrepancies between the display of the price in the respective Use Gateway and the information of the Seller (e.g. via the communication channel pursuant to Clause 20).
- 6.5 Use of the payment function is possible only if the complete and required payment and customer data are provided and a valid means of payment is posted in the User Account.
- 6.6 When using the payment function, some sellers require that the transaction must first be pre-authorised by the payment processor in consideration of a maximum amount set by the Customer. If the transaction is not pre-authorised by the Payment Processor, the Seller reserves the right to decline the transaction.

- 6.7 On receipt of the Customer's payment confirmation via the payment function, the Provider will forward the information required for the payment of the price to one or more Payment Processors and/or the Seller. The Provider may also use other service providers for the transmission of the required information to one or more payment processors or a seller. The purchase price is debited exclusively by a Payment Processor from the means of payment posted in the User Account and is then transferred to an account of the Seller. A completed payment of the price to the Seller will be displayed as such in the corresponding User Account; in addition, the Seller will be informed about the payment made. The Customer will receive the respective receipt of the Seller for the price paid via the notification option set in the User Account.
- 6.8 Any multiple payments for the same Digital Extras will be determined by the Payment Processor and an automatic reversal will be initiated. This reversal will be processed via the means of payment that has been posted in the User Account by the Customer.
- 6.9 Only the Seller is responsible for any claims that arise from or in connection with the contract. The Provider does not become a contracting party to the contract and is therefore not obliged to provide a warranty or to accept any other liability under the contract.

## 7. Fees and Costs

- 7.1 There is no fee for completing the Terms of Use. The fees for the chargeable Digital Extras apply to the order for vehicles incl. Digital Extras or are those displayed in the Mercedes me Store. To be able to use the Digital Extras in the vehicle which are based on a hardware component in the vehicle, special equipment for the vehicle is also sometimes necessary and may incur an increased vehicle price. Details of the necessary special equipment are given in the service description and/or the order for vehicles incl. Digital Extras.
- 7.2 Apps are provided to the Customer free of charge. Any costs for the mobile data connection between the vehicle and the backend are always borne by the Provider.  
The preceding paragraph does not apply for such Digital Extras where the Customer must separately purchase a data volume from a mobile communications provider. The costs of acquiring the data volume depend on the relevant cell provider's pricing; this may entail higher fees abroad.
- 7.3 Any costs for the mobile data connection that are incurred when the Customer using his compatible end device or other media and telecommunications equipment accesses the Customer Portal or his User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by his own Service Provider.
- 7.4 Any costs for the use of services from Third-Party Providers shall be borne by the Customer.

## 8. Obligations of the Customer

- 8.1 The Customer warrants that they are either the owner of the vehicle or that the owner of the vehicle has allowed them to use the vehicle and thus the Digital Extras in the vehicle (e.g. company car driver). In the case of the Mercedes-Benz Wallbox, the Customer warrants that they are either the owner thereof or that the owner has permitted them to use the Mercedes-Benz Wallbox and the available Digital Extras.
- 8.2 The Customer warrants that his profile data, specifically the name, address (e.g. name, address, email address, mobile phone no., date of birth), which were reported to the Participating Partner and entered in the Customer's User Account, are correct. The Customer shall inform the Provider of any changes to these data without undue delay. The same applies to all other data, which has been posted voluntarily. For certain vehicles, a pin-protected profile of the Customer is created automatically when the vehicle is linked.  
If the data are incorrect and communication with the Customer is therefore not possible, the Provider reserves the right to block the Digital Extras.  
Note: Any obligations for payment of the fees for chargeable Digital Extras will remain unaffected by the disconnection.
- 8.3 To receive notifications via the apps for individual Digital Extras (e.g. theft and collision monitoring, charging), the Customer must be logged into the corresponding app.
- 8.4 **The Customer is obliged to immediately disconnect the vehicle from the Digital Extras pursuant to Clause 5.2 if they are no longer entitled to use this vehicle (e.g. owing to sale or discontinuation of the right to use a company or leased vehicle), or if this vehicle is destroyed. The same applies to other products that are linked to the User Account (e.g. Mercedes-Benz Wallbox).**  
If the Customer does not fulfil his obligation to disconnect the vehicle and another person successfully authenticates himself in accordance with Clause 5.2 or if the holder or owner of the vehicle reports that the Customer is no longer authorised to use the vehicle, then the Provider will disconnect the vehicle in accordance with Clause 5.2 without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under Clause 8.8 remains unaffected thereby.
- 8.5 The Customer shall keep all access details and passwords necessary to use the Digital Extras safe, not disclose them to third parties, and prevent them from being misused. The Customer shall not use the same combination of email address and password for accessing the User Account which he uses for other online services. The Customer is obliged to impose the above obligation on any "Co-Users" as defined by Clause 10.1.

- 8.6 The Customer will be entitled to use the Digital Extras only if he complies with all legal requirements and does not pursue any purposes which breach the Terms of Use or applicable law. In addition the Customer shall comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Digital Extras.
- 8.7 If the Customer establishes that the Digital Extras have been used in breach of the Terms of Use or that an unauthorised third party has carried out an inadmissible activity on the mobile network provided for the Digital Extras, the Customer must inform the Provider accordingly without undue delay via his User Account or by contacting the CAC using one of the methods described in Clause 16.2.
- 8.8 The software applications provided for the use of the Digital Extras may not be modified, edited, decompiled (including by way of reverse engineering), stored or otherwise reproduced.
- 8.9 The Customer shall be liable to the Provider for any loss or damage arising from his violation of the obligations under the Terms of Use in accordance with the legal provisions.
- 8.10 If a third-party claim is asserted against the Provider in connection with a violation of statutory provisions, third-party rights, or the Terms of Use by the Customer, the Customer liable under Clause 8.9 shall indemnify the Provider from all claims, costs, damage and losses (including the costs of reasonable legal proceedings), insofar as the Customer is responsible for the infringement.
- 8.11 The Customer is responsible for storing any data as needed on his compatible end-devices.
- 8.12 If the Customer makes the vehicle available to another vehicle user for use, the Customer is obligated (i) to inform the other vehicle user, prior to driving, of the Digital Extras and the related data collection and processing, as well as to obtain their consent if needed and to point out the possibility of deactivating individual Digital Extras and (ii) to log out of their connected Third-Party Provider Account or to deactivate the Digital Extras, in order to avoid potential misuse by another vehicle user, for instance. Prior to driving, the Customer must check whether the Digital Extras and functions they need are activated.
- 8.13 The Customer shall not rent, lease, sub-license, loan, provide, or otherwise make available, the Digital Extras in any form, in whole or in part to any person (save for Co-Users) without prior written consent from the Provider.

## **9. Term and Termination**

- 9.1 The Terms of Use are applicable for an indefinite period. The term of the Digital Extras results from the respective service description or the agreement between the Customer and the seller of the chargeable Digital Extras. Digital Extras that can be subscribed to for a specific term end at the end of the term and are deactivated.
- 9.2 The provider may terminate the Terms of Use at any time with 30 days' notice, but no earlier than the expiration of the last chargeable Digital Extra. Digital Extras that are subject to a charge end when the booked term expires. Free Digital Extras may be cancelled by the Provider at any time with reasonable notice. The Provider shall give reasons for the termination in writing (includes email, SMS and message to the Mercedes me mailbox).  
The Customer may terminate the Terms of Use at any time without notice. The Customer declares the termination to the CAC by clicking on the Terms of Use in the User Account, by deleting the User Account or in text form (including e-mail). If the customer terminates the Mercedes Me ID, this shall also result in the termination of these Terms of Use.  
Please note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by any termination of the Terms of Use or deactivation of individual Digital Extras by the Customer.  
Please note: The deletion of apps according to Clause 4.10 and the deactivation of Digital Extras according to Clause 4.11 do not constitute a termination. Termination must be made via the Customer's User Account or in text form (including e-mail) to the CAC.
- 9.3 If a Customer who uses the Digital Extras via the apps relocates to a country in which the apps are not available, the Customer can no longer use the Digital Extras via the apps.  
Please note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by a change of residence.
- 9.4 Termination of the Terms of Use for good cause shall remain unaffected. In particular, a violation of these Terms of Use and a misuse of Digital Extras constitute good cause for termination on the part of the Provider. Termination for good cause shall be declared by the Provider in text form (including e-mail, SMS and message to the Mercedes me mailbox) and by the Customer via his User Account or in text form (including e-mail) to the CAC.  
Note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by any termination of the Terms of Use for good cause by the Provider.
- 9.5 In the event of termination of the Terms of Use, the Digital Extras will be deactivated in the affected vehicles or for the affected Mercedes-Benz Wallboxes. The Customer's User Account shall remain valid even after the termination of the Terms of Use until the deletion of the User Account.
- 9.6 The Provider may transfer all rights and obligations arising from the Agreement to a third party or to the local Mercedes-Benz Group AG group company located in the target countries ("Contract Transfer"). The Provider

shall notify the Customer of the Contract Transfer with advance notice of one month in text form (including email, SMS and message in the Mercedes me mailbox). In this case, the Customer is entitled to terminate the contract with immediate effect within this one-month period after the announcement of the Contract Transfer. The Customer can give the notice of termination via his User Account or in text form (including email) to the CAC.

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

10.1 To allow other persons to access Digital Extras, the Customer may authorize these other persons as co-users ("Co-Users") on their User Account. To use the Digital Extras as co-users, these persons must also have a user account and confirm the activation by the Customer online.

To use the Digital Extras as co-users via apps, these persons must also purchase apps and install them on a compatible device.

10.2 The co-user is able to view, operate and use certain Digital Extras in the same way as the Customer (e.g. to query the vehicle status and program the auxiliary heating). However, the purchase or subscription (if available) of Digital Extras, cancellations, activation and deactivation of Digital Extras, as well as linking and unlinking of the vehicle or Mercedes-Benz Wallbox, remain at the Customer's discretion .

In the case of programming, the last command received always applies, regardless of whether the command originates from the Customer or the co-user. However, co-users cannot activate and deactivate the Digital Extras themselves. The scope of services of the Digital Extras for the co-user may vary.

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

## **11. Liability**

11.1 Nothing in these Terms shall limit or exclude the Providers liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents and subcontractors (as applicable), (b) fraud or fraudulent misrepresentation, (c) breach of the terms implied by section 12 of the Sales of Goods Act 1979, (d) defective products under the Consumer Protection Act 1987 and (e) any matter in respect of which it would be unlawful for the Provider to exclude or restrict liability.

11.2 Subject to the Clause 11.1 above, the Provider shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, consequential loss arising under or in connection with these Terms.

11.3 The Provider is responsible to the Customer for foreseeable loss and damage caused by the Provider. If the Provider fails to comply with these Terms, it is responsible for loss or damage the Customer suffers that is a foreseeable result of the Provider breaking these Terms or it failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Customer accepted these Terms, both the Provider and the Customer knew it might happen.

## **12. Intellectual Property**

12.5 The Customer acknowledges that all intellectual property rights in the software applications used for the provision of the Digital Extras and any further releases and/or updates shall belong to the Provider and the Customer shall have no rights in or to the software applications used for the provision of the Digital Extras other than the right to use it in accordance with these Terms of Use.

## **13. Data Protection and Data Security**

13.1 The Provider takes the protection of the personal data of the users of the Digital Extras seriously and gives due consideration to the protection of the user's privacy when processing personal data.

13.2 Further details concerning the data processing, data protection and data security can be found in the data protection notices for the Mercedes me connect and smart Control Services.

13.3 In the relationship between the business customer (cf. Clause 4.2) and the Provider, the provisions of the contract data processing agreement shall apply (with the exception of the Van Uptime Service). If the Customer is a business user and uses Digital Extras in the exercise of his commercial or independent business activity and provides the vehicle for use by another vehicle user, the business user must be aware that he may obtain access to personal data of the respective vehicle user via the Digital Extras. In this case, the business user is the data controller for the processing of personal data of the relevant vehicle users. As data controller, the Customer or business user is obliged to protect the legal rights of the relevant vehicle users (cf. in particular also Clause 8.12).

## **14. Entire Agreement**

14.1 These Terms of Use, the Special Part, any terms and conditions for the purchase of chargeable Digital Extras and the Privacy Statement annexed as appendices to these Terms of Use or otherwise referred to



herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

#### **15. Severance**

15.1 If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms of Use and both parties shall agree a replacement provision to the full extent permitted by law by conducting good faith negotiations.

#### **16. Third-party rights**

16.1 A person who is not a party to these terms and conditions of use shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

#### **17. Force Majeure**

17.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Use if such delay or failure result from events, circumstances or causes beyond its reasonable control.

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

#### **18. Complaints Procedure**

18.1 The Provider operates a comprehensive customer complaints procedure, the Customer Service Charter is available at [www.mercedes-benz.co.uk](http://www.mercedes-benz.co.uk) or from the Seller upon request.

18.2 If the Customer is unable to resolve their complaint using the Provider's customer complaints process, the Customer can ask The Motor Ombudsman to review the complaint. More information is available at [www.themotorombudsman.org](http://www.themotorombudsman.org). The Customer can make contact with The Motor Ombudsman by writing to 71 Great Peter Street, London, SW1P 2BN or calling 0345 241 3008. Alternatively, if the Goods are subject to a finance agreement, the Customer can ask the Financial Ombudsman Service to review the complaint. More information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Customer can make contact with the Financial Ombudsman Service by writing to Exchange Tower, Harbour Exchange, London, E14 9SR or by calling 0800 023 4 567 or 0300 123 9 123

#### **19. Final Provisions**

19.1 The exclusive place of jurisdiction for all present and future claims arising from or in connection with the Terms of Use is the courts of England. If the Customer is a consumer, who lives in Scotland they may bring legal proceedings in respect of the Terms of Use in either the Scottish or the English courts. If the Customer is a consumer, who lives in Northern Ireland they can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

19.2 This present relationship between the Customer and the Provider and the Terms of Use are governed and construed in accordance with the laws of England.

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

#### **20. Identity of the Provider; Contact Details**

20.5 The Digital Extras are an offer of  
Mercedes Benz UK Limited Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8BA

20.6 Contact details for CAC:

Mercedes-Benz  
Customer Assistance Centre Maastricht N.V (CAC)  
P.O. Box 1456,  
6201 BL – Maastricht  
The Netherlands

Contact form	Tel. no.*
<a href="#">Link to contact form</a>	00800 9 777777

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

Customer Portal:

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

smart connected: <https://portal.smart.com/>

Mercedes Benz UK Limited Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8BA

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**The data services for some Digital Extras and functions for Mercedes me connect and smart control are based on technical applications and data from Third-Party Providers. The (licence) terms of the Third-Party Provider can be found under:**

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

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

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

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

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