

# Terms of Use

## MINI App

Date of last revision: July 1, 2023

### Introduction

Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, registered office and registry court: Munich HRB 42243 (together with affiliated companies: "MINI"), provides users with an application for mobile devices with various functions ("App") under the name "MINI App" in accordance with these terms of use ("Terms of Use").

If you have any questions, concerns, or claims related to the App, please contact MINI as follows:

Phone: +49 89 1250 16012 (Monday – Saturday, 8 a.m. to 6 p.m.)

Email: [BE-CONNECTED@MINI.DE](mailto:BE-CONNECTED@MINI.DE)

### 1. Contract formation and user account creation

- 1.1 The user must accept these Terms of Use and be 18 years of age or older to use the App.
- 1.2 To use the App, the user must log in with their MINI ID. If the user does not have a MINI ID yet, the App redirects the user to the corresponding registration page.

### 2. Subject matter of the contract

- 2.1 MINI grants the user the right to use the App including the functions provided to the respective user in accordance with **the** section "**Granting of rights**" within the scope and duration of these Terms of Use. These Terms of Use do not entitle the user to use each function of the App. MINI provides a description of the App functions in the corresponding service description.

Certain App functions require that the user enters into an additional contract with MINI and/or third parties. The rights and obligations for such functions are governed by the respective additional contract.

Some functions of the App can only be used with a suitable vehicle. To do so, the user must link such vehicle with their MINI ID ("**Mapping**"). The MINI ID can be created on the App or MINI Portal. The corresponding vehicle will only appear on the App after its Mapping with the respective MINI ID.

The App accesses MINI Connected services ("**Services**") which the user receives on the basis of a MINI Connected contract. A MINI Connected contract is entered into separately and forms the basis for the user to have access to vehicle-related information, services, and additional functions. MINI uses the information required to provide the user with the corresponding functions of the App.

- 2.2 If the App permits the use of fee-based services and/or functions, remuneration shall be provided through a separate contract entered into for this purpose (e.g., a contract for the use of a fee-based MINI Connected service).
- 2.3 Some services and functions of the App are provided via an online data connection. These services and functions depend on the functionality and operation of the user's data access ("**User Data Access**"). Some services and functions require a permanent online data connection, whereas others only need a temporary data connection (e.g., to send data).

Services and functions of the App may therefore be restricted, in whole or in part, depending on the availability of mobile network coverage or internet access. Services and functions of the App may also be affected by obstructions and/or environmental influences, in particular atmospheric conditions, topographical features, and barriers such as bridges and buildings. This means, for example, that GPS-based arrival times are only estimates.

Provision of the App and related services and functions may be disrupted as a result of force majeure, which includes strikes, lockouts, and orders by authorities.

In addition, disruptions may occur due to technical or other measures. Disruptions due to technical measures may also result from short-term capacity bottlenecks caused by peak loads, or from disruptions associated with third-party telecommunications systems. MINI will make reasonable efforts to rectify such disruptions without

undue delay or work toward their rectification. Other measures may include action taken on systems, which are administered by MINI, the suppliers of additional data (e.g., traffic data), or the network operator, when these measures are necessary to properly operate or improve the services and functions (e.g., maintenance, repair, system-related software updates, upgrades).

- 2.4 The user is responsible for setting up and maintaining their User Data Access. The user shall bear any fees associated with their User Data Access.

### 3. **Granting of rights**

- 3.1 Upon registration and acceptance of these Terms of Use in accordance with section “**Contract formation and user account creation**”, MINI grants the user a non-exclusive, non-sublicensable, non-transferable right, which is limited in terms of time, location, and content, to download, install, and use the App, including content obtainable through the App, for private, non-commercial purposes, pursuant to these Terms of Use.

- 3.2 The grant of such rights is limited to the duration of these Terms of Use.

- 3.3 The grant of such rights is further limited to countries and regions that are not under embargo by the Federal Republic of Germany, the European Union, or the United States of America (U.S.A.).

The user is not permitted to modify, adapt, or translate the App, to create derivative works from the App, to decompile, reverse-engineer, or disassemble the App, or to otherwise attempt to derive the source code of the App. Without the express permission of MINI, the user is prohibited from altering, copying, reproducing, publishing, uploading, posting, transferring, renting out, selling, licensing, or otherwise making available, in whole or in part, any content accessible through the App. All legal powers under applicable law remain unaffected.

Any existing rights to the user’s own content remain unaffected. The section on user-generated content applies to the user’s own content.

- 3.4 The granting of usage rights is conditional on compliance with these Terms of Use. If the user violates these Terms of Use, the user shall forfeit their right to use the App and provided content.

- 3.5 If the user posts their own content on the App (“**User-generated Content**”), the user hereby grants MINI the right to store this content and to make it available to third parties, provided that this is required by law or legally permissible and reasonably necessary to

- a) comply with legal, judicial, or official directives;
- b) ensure compliance with these Terms of Use;
- c) respond to claims of wrongdoing brought by third parties.

The user hereby grants MINI all rights, licenses, and permissions necessary to display, reproduce, distribute, and otherwise use the user’s content within the App. MINI is authorized to modify or remove uploaded content, at any time and at its sole discretion, or to block or disable responses to a specific topic. MINI hereby accepts these rights as granted.

### 4. **General obligations and responsibilities of the user**

- 4.1 Compliance with these Terms of Use and applicable laws

The user is obligated to use the App only in a lawful manner and in accordance with these Terms of Use and applicable law. The user is not permitted to transfer, disclose, license, or sell the App to third parties, nor to exploit the App otherwise commercially, whether for payment or free of charge.

- 4.2 Code of Conduct and Communication Guidelines

The user hereby undertakes **not** to publish or distribute any content on the App that

- a) violates applicable law or offends common decency;
- a) violates any trademarks, patents, copyrights, or other intellectual property rights, in particular personal rights, as well as trade secrets or other rights of third parties;
- b) is obscene, racist, or pornographic, glorifies violence, or jeopardizes or otherwise endangers/impairs the development of children and adolescents;
- c) is of an insulting, harassing, defamatory, or otherwise personally injurious character;
- d) is not desired by other business operators, and is sent repeatedly without the consent, or despite the objection, of the recipient (“**Spam**”);

- e) serves the purpose of processing the personal data of users without their express consent, in particular for business purposes;
- f) chain letters, surveys, or snowball systems and other business models;
- g) involves the personal data of third parties without such processing being permitted; and/or
- h) has the character of disguised advertising.

#### 4.3 **Reporting possible error(s) on the App**

The user can report errors of and/or involving the App to MINI. Reporting errors helps MINI improve the App and related function(s). An error report should contain an explanation of the specific error, in particular the circumstances under which the error occurred, a description of the associated indications and effects, and information on action(s) taken by the user before the error occurred.

#### 4.4 **Use of the App during a drive**

When using the App during a drive, the user is responsible for doing so only in compliance with applicable road traffic regulations.

### 5. **Violation of the Terms of Use**

5.1 MINI may, at its reasonable discretion, take one or more of the following actions if MINI has actual evidence that the user has violated these Terms of Use, unless the user is not responsible for this violation:

- a) modify or delete content,
- b) warn a user,
- c) temporarily block a user, and/or
- d) exclude service to a user with effect for the future.

5.2 If use of the App is restricted in accordance with these provisions, the affected user can object to such a restriction. To do so, the user can send an email to [info-connecteddriveid@bmw.co.id](mailto:info-connecteddriveid@bmw.co.id) stating the reason(s) why they object to this restriction. A person who was not involved in the original decision to restrict the user will review the specific case.

5.3 All other rights and obligations remain unaffected, in particular the provision on the condition for granting usage rights on the part of MINI.

### 6. **Warranties for the App**

6.1 MINI hereby warrants that the App is in compliance with the contract.

6.2 MINI does not give any independent promise of guarantee.

### 7. **Liability**

#### 7.1 Liability of MINI

In accordance with applicable law, MINI is liable without limitation in the event of intent or gross negligence, for injury to life, limb, or health, pursuant to the requirements of the German Product Liability Act (ProdHaftG) and to the extent of any guarantee expressly given by MINI.

#### 7.2 Exclusion of liability

MINI, as well as its legal representatives, vicarious agents, and employees, are hereby excluded from liability for damage caused by slight negligence. This does **not** apply within the scope of liability pursuant to the section "**Liability of MINI**".

This does further **not** apply to any breach of essential contractual obligations. Essential obligations are: (i) obligations whose violation jeopardizes fulfillment of the contractual purpose, or (ii) obligations that enable proper performance of the contract in the first place and on whose compliance the other party may regularly rely. In this case, however, MINI's liability shall be limited to the damage which is foreseeable upon acceptance of the Terms of Use and which is typical for the contract.

### 8. **Modifying, updating, and configuring the App on the part of MINI**

8.1 MINI is entitled to modify, update, and/or discontinue the scope of services and functions provided on the App ("**Change**"), provided that this Change is reasonable for the user with regard to the overall scope of the agreed

usage right and that there is a valid reason (e.g., necessary to eliminate subsequent disruptions of the contractual equilibrium, to adapt to changes in the legal situation, to adapt digital content or digital services to a new technical environment, or for other important operational reasons or technical requirements on the part of MIND). MINI will inform the user of the Change, either in writing or through an electronic communication channel.

8.2 The provisions of these Terms of Use also apply to changes to the App, such as patches, updates, upgrades, or other modifications.

9. **Non-essential components of Terms of Use subject to changes**

9.1 MINI hereby reserves the right to make changes to non-essential components of the App's Terms of Use.

9.2 MINI may publish such changes at least six (6) weeks before the intended date of their entry into force. If the user has provided MINI with an electronic communication channel (e.g., on the MINI Connected customer portal "MINI Portal"), MINI may send information on such changes also through this communication channel. These changes shall then become part of the contract if the user does not expressly object towards MINI before the intended date on which the changes are to enter into force. MINI shall explicitly make the user aware of the consequences of failing to object in its proposal to change the Terms of Use.

9.3 MINI reserves the right to also make changes through different processes.

10. **Contract termination**

10.1 Either party may ordinarily terminate these Terms of Use by giving two (2) weeks' written notice. The user can, e.g., submit a termination notice by sending an email to the email address provided in the introduction. The user may also terminate these Terms of Use by deleting their respective user account. If MINI terminates these Terms of Use ordinarily and the user makes use of fee-based functions on the App and/or through the App, the respective user will receive compensation in accordance with the relevant contract entered into separately (e.g., according to the contract for using a fee-based MINI Connected service).

10.2 The aforementioned right to terminate these Terms of Use or to stop using the App does not affect provisions on the duration and termination of any service purchased separately (e.g., a MINI Connected service).

10.3 The right to terminate for good cause shall remain unaffected. For MINI, it shall also constitute good cause for extraordinary termination if the user repeatedly uses the App in excess of their authorization and/or violates the agreed Terms of Use.

11. **Online dispute resolution, invalidity of specific clauses, and applicable law**

11.1 Online dispute resolution

The European Commission's online dispute resolution platform is available at <http://ec.europa.eu/odr>. MINI is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

11.2 Invalidity of individual clauses

Should individual provisions of these Terms of Use be or become invalid or void, this shall not affect the validity of the remaining provisions.

11.3 Applicable law for consumers within the European Union

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the user is a consumer whose habitual residence is in another country of the European Union at the time the contract is entered into, the mandatory legal requirements of that country shall remain in effect regardless of the choice of law in the previous sentence.

12. **Additional terms and conditions for sale of the App on the Apple App Store**

Depending on the platform, the following additional terms and conditions may apply:

12.1 These Terms of Use are agreed exclusively between the user and MINI, not with Apple. Apple accepts no responsibility for the App, however, Apple is entitled to take legal action against the user if the Terms of Use are violated.

12.2 The right granted by MINI to the user is limited to the use of this App on iOS products that belong to or are operated by the user, and to the scope permitted by the terms and conditions of the Apple App Store.

12.3 Apple is in no way obligated to provide maintenance and support services in relation to this App.

- 12.4 Apple assumes no responsibility for the examination, defense, settlement, or fulfillment of claims arising from the infringement of third-party intellectual property rights.
- 12.5 Apple is not obliged to respond to claims from the user or a third party which are related to the App or to their own property and/or use of the App. This applies, among other things, to the following claims: (a) product liability claims; (b) claims arising from the assertion that the App violates applicable legal or regulatory requirements, and (c) claims arising from consumer protection law or similar.
- 12.6 If the App does not fulfill an applicable warranty, the user is entitled to notify Apple so that Apple can reimburse the user for the purchase price of the App, if applicable. To the extent permitted by law, Apple does not provide any other warranty concerning the App.
- 12.7 Apple and its subsidiaries are third-party beneficiaries of the Privacy Policy and these Terms of Use, therefore entitling them (and this right is deemed accepted) to enforce these Terms of Use against the user following acceptance of the user contract.

### 13. Country-specific requirements

Additional and/or deviating terms and conditions may apply to users who are habitually resident in a country outside the European Union at the time the respective contract is entered into. These additional and/or deviating terms and conditions will be entered into with the user in addition to these Terms of Use.

### 14. Right of cancellation

#### 14.1 Cancellation policy

**You have the right to cancel this contract within fourteen days without having to provide justification.**

**The cancellation period ends fourteen days following the date on which the contract is concluded.**

**To exercise your right of cancellation, you must provide us, MINI, with a statement (e.g., letter sent by mail or email) that clearly indicates your decision to cancel this contract.**

**You can use the sample cancellation form provided below to do so, but this is not required.**

**With regard to the cancellation period, you must notify us that you are exercising your right of cancellation before the cancellation period lapses.**

#### 14.2 Consequences of cancellation

**If you cancel this contract, we shall reimburse you for any payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery type other than the least expensive standard delivery offered by us), without undue delay, and by no later than fourteen days from the date on which we received notification that you are canceling this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged fees for this repayment. If you have requested that services should begin during the cancellation period, you must pay us a reasonable amount that corresponds to the proportion of services already provided, in comparison with the total scope of services given in the contract, by the date on which you notify us that you are exercising your right of cancellation for this contract.**

#### 14.3 Sample cancellation form

(If you wish to cancel your contract, please complete this form and send it back to us.)

To:

Bayerische Motoren Werke Aktiengesellschaft

MINI Customer Service MINI Connected

80788 Munich, Germany

Email: [BE-CONNECTED@MINI.DE](mailto:BE-CONNECTED@MINI.DE)

Phone: +49 89 1250 16012

I/we (\*) hereby cancel the contract concluded by me/us (\*) for use of the MINI App (\*)

- Contract signed on (\*) / downloaded on (\*)

- Name of consumer(s)

- Address of consumer(s)

- Date

(\* Omit where applicable

**End of the cancellation policy**

## My BMW App & MINI App Services and Features List

Date Revised: 18-October-2023; Version: Release 11/23

**Please note:** Each Service and its functions depend on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of Services may differ. Depending on our service structure, some available Services cannot be booked individually.

<b>BRAND</b>	<b>SERVICE</b>
BMW	<a href="#">Charge My Vehicle</a>
BMW; MINI	<a href="#">Contact Search</a>
BMW; MINI	<a href="#">Dealer Services</a> Dealer Chat Find a Service Center and Schedule an Appointment Personalized Service Video Recall Notification Roadside Assistance Service Check-In
BMW; MINI	<a href="#">My Account</a> Account Creation and Login Add a Vehicle Driving Statistics & Gamification Notifications and In-App Messages User Submitted Feedback
BMW; MINI	<a href="#">My Journey</a> My Destinations Navigation to My Destinations Search History The Map

## Contact Search

Date Revised: 16-November-2022; Version: Release 07/23

### Service Description

As a user of the MINI App, you can directly search for addresses of your contacts using the free-text search function. If you like, a selected contact's address can be shared with your vehicle in any easy and convenient way.

### In Detail

Besides searching for addresses and points of interests free-text search also checks your contacts for relevant names or addresses. Matching results will be presented in the result list next to other search results. Information from your contacts is solely processed on-device to keep your contacts information safe and secure.

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

### Further Information

<u>Prerequisites:</u>	Contacts stored on mobile device with valid address information.
<u>How-to activate:</u>	You need to allow the MINI App to access your contacts on your phone.
<u>What data will be stored in the vehicle?</u>	No data will be stored in the vehicle by default. Only if customer decides to send a selected contact's address to the vehicle, the selected contact's address information will be synced with your vehicle.
<u>What data will be processed or stored in BMW IT systems?</u>	<p>The following information will be read for each contact stored in your phone: Name, nickname (if available), addresses (if available). Data is processed by MINI App on device only. If you wish to send a selected contact's address to your vehicle, only the address without the name information will be sent. If search history is enabled in your account settings, the name and address information of a selected contact will also be stored up to 30 days in the MINI backend.</p> <p>Regarding all services, we process your personal data according to the ConnectedDrive data protection notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<u>What data will be transferred to 3rd parties?</u>	No data transfer to 3 <sup>rd</sup> -parties.
<u>When will data processed be deleted?</u>	<p>If user decides to send a selected contact's address to the vehicle, the address information will be stored for up to 30 days in MINI backend.</p> <p>If search history for app is enabled in user's account settings, the name and address information of a selected contact will be stored for up to 30 days. Information is only accessible by user.</p> <p>Otherwise, data will not be persisted and deleted immediately.</p>



## **Dealer Services**

Date Revised: 16-August-2022; Version: Release 03/23

### **Service Description**

Dealer Services provide you with various functions: Find a Service Center and Schedule an Appointment, Personalized Service Video, Service Check-In, Service Payment, Service Status Tracking, Roadside Assistance, Dealer Chat and Recall Notification.

### **In Detail**

**Find a Service Center and Schedule an Appointment** helps you to find a service center (authorized service centers only) and to schedule an appointment. The MINI App (App) will alert you when your vehicle needs to be serviced. To schedule an appointment, start by searching for a dealer by using various criteria or use your saved dealer preference. Thereafter, you can easily schedule an appointment for your vehicle from the dealer detail screen. The appointment can be booked directly via the App or by other channels (request form, linking out to the external Service Scheduling website of the respective service center, phone or over the counter). Appointments booked via other channels may also be displayed in the App and can be managed there.

The service details for vehicle maintenance may include pricing information or Service inclusive pricing information. The latter requires that you have an active service contract and a service due for vehicle maintenance. In case a service is covered by an active contract and the service due date is reached, the service pricing may be covered by the Service inclusive plan and marked as such. Please note that your MINI service-center will finally decide on the pricing.

**Personalized Service Video** is a video created by your service center to show the status or result of your vehicle service or repair. Where enabled by the service center, you can additionally authorize specific work to be done. You can receive a push notification when a video has been created, you can access the video by opening the notification and viewing the video either in the App or via link to the external webpage. You can contact the service center from the message page directly via phone or email.

**Service Check-In** allows you to check in your vehicle at your service center remotely. You may receive a push notification before your planned service appointment with a request to check in online. From the App, you will be linked to the external webpage of the service provider of service check-in. You can review the appointment details, add additional comments for your service adviser and see offers from your service center that are relevant for your visit. You can contact the service center straight from the message page via phone or email. Furthermore, you will receive a push notification when your vehicle is ready to be picked up and receive a PIN code if your vehicle keys have been left in a self-service kiosk for pick up whenever is convenient for you.

**Service Payment** allows you to pay your service bill online. You may receive a push notification with your invoice and with the possibility to pay online. From the App, you will be linked to the external webpage of the 3rd party payment provider.

**Service Status Tracking** allows you to track the status of your vehicle service or repair with status provided by the dealer via a 3rd party tool (i.e. similar to package delivery services) and you will be notified when the vehicle is ready for collection.

**Roadside Assistance** helps you on the road. You can call Roadside Assistance directly from the App. You can choose to share your GPS location with BMW's external Roadside Assistance Partner directly from the App or describe your location to the Roadside Assistance Agent. Moreover, the App allows you to track the location of the tow truck or service technician on a map in real-time (in cases where you and the Roadside Assistant agent mutually agreed on

providing on-site assistance), combined with other useful information such as the expected time of arrival of the Roadside Assistance.

The **Dealer Chat** allows dealer and customer to engage in written two-way conversation. The purpose of the chat is to offer a direct channel of communication through to the workshop when questions or additional information arise from either side. The chat function is opened by the service advisor of the dealer when the vehicle arrives at the workshop. It is active for the duration of the service, and then closed 30 days after the service finishes.

The user receives a push notification when a chat message is received. Documents, videos, images, and sound files can all be transferred and remain in the chat until it is closed. The terms and conditions of the dealer must be agreed to upon entry into the chat.

The **Recall Notification** keeps you up to date with important safety information on your vehicle.

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations and availability of a third-party provider in a market, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

### Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"> <li>• For <b>Find a Service Center and Schedule an Appointment</b> and <b>Roadside Assistance</b>, the location permission setting has to be enabled in the App settings menu.</li> <li>• For <b>Personalized Service Video, Service Check-In, Service Payment and Service Status Tracking, Dealer Chat</b>, notifications must be enabled to receive the push notification. The vehicle at the service center must be mapped to your Connected account and the service center must have the service enabled. Please note, that this service is provided by the respective BMW/MINI service center through a 3rd party provider. The content is provided by the BMW/MINI dealer. BMW accepts no liability whatsoever in respect of any such content which is shared by third parties/and or any other users of this service.</li> <li>• For <b>Recall Notification</b>, notifications have to be enabled in the App settings menu.</li> </ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"> <li>• <b>Find a Service Center and Schedule an Appointment, Personalized Service Video, Service Check-In, Service Payment, Service Status Tracking, Dealer Chat, Roadside Assistance and Recall Notifications</b> don't require activation.</li> </ul>
<u>What data will be stored in the vehicle?</u>	<ul style="list-style-type: none"> <li>• For <b>Find a Service Center and Schedule an Appointment, Personalized Service Video, Service Check-In, Service Payment, Service Status Tracking, Dealer Chat, Roadside Assistance and Recall Notifications</b>, no data will be stored in the vehicle.</li> </ul>
<u>What data will be processed or stored in BMW IT systems?</u>	<ul style="list-style-type: none"> <li>• For <b>Find a Service Center and Schedule an Appointment</b>, location data, home/preferred dealer, appointment requests, service alerts, cancellations, vehicle and contact data will be processed or stored.</li> <li>• For <b>Personalized Service Video</b>, vehicle data, dealer data and service advisor data will be processed and stored.</li> <li>• For <b>Service Check-In</b>, vehicle data and dealer data will be processed and stored.</li> <li>• For <b>Service Payment</b>, vehicle data and dealer data and invoice data will be processed and stored. Since the payment itself is handled through a 3<sup>rd</sup> party provider outside of the App, we do not process or store any payment information.</li> <li>• For <b>Service Status Tracking</b>, vehicle data and dealer data will be processed and stored.</li> <li>• For <b>Roadside Assistance</b>, if permitted, the Vehicle Identification Number (VIN) and location data will be processed to share these data with the Roadside Assistance Partner.</li> </ul>

	<ul style="list-style-type: none"> <li>• For <b>Dealer Chat</b>, the following personal data that we receive from the 3rd party contracted by your service center through our API is processed: Chat contents including documents, and files in various formats including, but not limited to, video, photo, audio, PDF.</li> <li>• For <b>Recall Notifications</b>, vehicle data and identification data will be processed and stored.</li> </ul> <p>Regarding all services, we process your personal data according to the MINI App data privacy notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> <li>• For <b>Find a Service Center and Schedule an Appointment</b>, the appointment request data (vehicle data, contact data, mobility requested, and service being requested) may be sent directly as an encrypted message through our API or via email. The service center will contact you to confirm your appointment request via email.</li> <li>• For <b>Personalized Service Video</b>, the service center provides the video functionality via contracted 3rd parties. To send the video via the App, we let the 3rd party know that there is an account related to your VIN via an encrypted message through our API. We inform the dealer via the 3rd party if the embedded video shown was viewed, so that the service center can be sure the customer has received their message. Apart from that, we're only sending technical information to the service center.</li> <li>• <b>Service Check-In</b> is provided by the service center via contracted 3rd parties. They receive the information that you have an account in the App. Apart from that, we're only sending technical information to the service center.</li> <li>• <b>Service Payment</b> is provided by the service center via contracted 3rd parties. They receive the information that you have an account in the App. Apart from that, we're only sending technical information to the service center.</li> <li>• <b>Service Status Tracking</b> is provided by the service center via contracted 3rd parties. They receive the information that you have an account in the App. Apart from that, we're only sending technical information to the service center.</li> <li>• For <b>Roadside Assistance</b>, if permitted, the Vehicle Identification Number (VIN) and location data will be shared with the Roadside Assistance Partner.</li> <li>• For <b>Dealer Chat</b>, your service center provides the chat functionality via contracted 3rd parties. To open the chat function via app, we let the 3rd party know that there is an account related to your VIN via an encrypted message through our API. We inform the dealer via the 3rd party about the transmitted information so that the respective dealer can be sure that the customer has received its message and read the reply. The only information shared is technical information, such as a Thread ID (identifies all messages that belong to a single workshop visit) and a Message ID (identifies a single message from the service center).</li> <li>• For <b>Recall Notifications</b>, no data will be transferred.</li> </ul>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> <li>• To reset your preferred dealer setting for <b>Find a Service Center and Schedule an Appointment</b>, select a different dealer or delete your saved preference from the MINI Portal. The primary user of the car can make changes to the preferred service partner. All other users can only view the preferred service partner.</li> <li>• The appointment data is deleted from MINI IT systems 30 days after the appointment took place. The appointment cancellation information is reviewed by the application team for product improvement purposes. It is retained in anonymous form for 6 months.</li> <li>• For <b>Personalized Service Video</b>, <b>Service Check-In</b>, <b>Service Payment</b> and <b>Service Status Tracking</b>, the data is retained until you delete it or if you stop using the service for more than 2 years.</li> <li>• For <b>Roadside Assistance</b>, data is retained for up to 10 days after the call.</li> </ul>

	<ul style="list-style-type: none"><li>• For <b>Dealer Chat</b>, the exchanged content will be viewable by both the dealer and user for up to 30 days after the service appointment meaning until the chat is closed. Afterwards the data will be stored by the third-party provider for a period of up to 10 years, depending on the agreement between the dealer and third-party provider.</li><li>• For <b>Recall Notifications</b>, the data is retained until you delete it or if you stop using the service for more than 2 years.</li></ul>
<u>Liability</u>	Please note, the functions <b>Personalized Service Video, Service Check-In, Service Payment, Service Status Tracking, Dealer Chat</b> are provided by the respective service center or through a 3rd party provider. The content is provided by the service center and BMW AG or your national sales company are not liable or responsible for any content associated with the video sent, the service check-in, the service payment, the service status or chat.

## **My Account**

Date Revised: 12-June-2023; Version: Release 11/23

### **Service Description**

The function My Account is the key to unlocking a world of Connected Services. Your account ties your vehicle, preferences, and data all to your profile allowing the service to become your personalized mobility assistant.

My Connected Account provide you with various functions: Account creation and Login, Add a Vehicle, Notifications and In-App Messages, User Submitted Feedback and Driving Statistics and Gamification.

### **In Detail**

Via **Account Creation and Login**, you are able to personalize the service specifically to your preferences and travel patterns. If you need to, you can create your account in the MINI App (“App”) or in the MINI Portal. You can edit your account information to make corrections at any time in the MINI Portal. When you log into the App for the first time you will be prompted to create a PIN and optionally enable Touch ID/Face ID (iOS devices only). Once you are logged into the service the App stays logged in until you manually logout. If you want to use your profile in a new vehicle for the first time, you can use your smartphone to scan a QR code and your profile will be sent to the vehicle. Your information will be sent to the vehicle and the login will be done automatically. Using the App, you can set up a custom profile image to display in your vehicle.

The function **Add a Vehicle** enables you to use the remote services features of the Connected Service by adding your vehicle to your MINI Connected account. This can be done using the MINI Portal or in the App itself.

The function **Notifications and In-App Messages** enables you to display push notifications on the lock screen of your smartphone. Notice messages may include service operations, feature notices, vehicle status, service expirations or general application notices. Offer messages may include service renewals, discounts or general interest offers.

The function **User Submitted Feedback** enables you to share your ideas or issues regarding the Connected Service with our product team. You will also occasionally be prompted in the App to rate your experience and leave comments. All feedback opportunities are optional. If you enter personal information in the free-text comment box, this information will be transferred to the product team.

The function **Driving Statistics and Gamification provides you with** a personalized driving experience and helps you to increase driving efficiency. Therefore, vehicle driving data is collected and aggregated. This vehicle driving data is also used for driving recommendations and gamification elements that help you in driving more efficiently. You may change your permission for driving statistics, driving recommendations and the driving game at any time and/or delete all related driving data.

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

## Further Information

<p><u>Prerequisites:</u></p>	<ul style="list-style-type: none"> <li>• For <b>Account Creation and Login, Notifications and In-App Messages</b> and <b>User Submitted Feedback</b>, no prerequisites are necessary.</li> <li>• For <b>Add a Vehicle</b>, you must have an active ConnectedDrive subscription.</li> <li>• For <b>Driving Statistics and Gamification</b>, you have to agree to participate in Sustainability and Driving Statistics in the App, agree to Driving Statistics in the car, agree to participate in the Driving Efficiency Pleasure game and log-in at your car with your ConnectedDrive account while driving.</li> </ul>
<p><u>How-to activate:</u></p>	<ul style="list-style-type: none"> <li>• For <b>Account Creation and Login, Notifications and In-App Messages, User Submitted Feedback</b> and <b>Driving Statistics and Gamification</b>, no activation is necessary.</li> <li>• The function <b>Notifications and In-App Messages</b> can enable/disable the application notifications and offer messages by changing the notification permissions in the "Settings".</li> </ul>
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> <li>• For <b>Account Creation and Login</b>, contact data, identification data, security information and provided images are processed and stored.</li> <li>• For <b>Add a Vehicle</b>, vehicle and identification data will be processed and stored.</li> <li>• For <b>Notifications and In-App Messages</b>, user opt-in, date/time and text displayed regarding offer messages will be processed and stored.</li> <li>• For <b>User Submitted Feedback</b>, identification data, device information, vehicle data, general location, comments, and ratings will be processed and stored (in connection with your feedback).</li> <li>• For <b>Driving Statistics and Gamification</b>, usage information such as identification data, vehicle data, general location, and digital rewards and/or efficiency score will be processed and stored.</li> </ul> <p>Regarding all services, we process your personal data according to the MINI App data privacy notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> <li>• For <b>Account Creation and Login</b>, your MINI login is shared across MINI legal entities.</li> <li>• For <b>Add a Vehicle, User Submitted Feedback</b> and <b>Driving Statistics and Gamification</b>, no data will be transferred to 3<sup>rd</sup> parties.</li> <li>• For <b>Notifications and In-App Messages</b>, anonymized user ID, phone information, app version, language preference and time zone will be transferred.</li> </ul>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> <li>• For <b>Account Creation and Login</b>, your account data is retained as long as you continue to use the Connected Service. If you stop using the service for 5 years, the service is unlinked from your MINI ID and all application data is deleted. Your account is not deleted since you may still use it with other MINI services. Your account can be deleted by contacting us with a request for erasure. Your profile image is retained until you change it or delete your Connected account.</li> <li>• For <b>Add a Vehicle</b>, your profile data can be deleted by deleting all your Connected Service data. Deleting your profile removes the reference to your vehicle from the Connected Service. However, it does not delete your vehicle from the MINI Connected account. To delete it from your MINI Connected account you must delete it on the MINI Portal.</li> <li>• For <b>Notifications and In-App Messages</b>, user feedback is retained for 24 months.</li> <li>• For <b>Driving Statistics and Gamification</b>, we keep the aggregated data for 24 months. Underlying detail vehicle movement data is deleted after 6 months. Data will be kept if you unmap the vehicle or opt-out of the feature in case you need to see the data at a later stage. But process of data collection will be terminated in case you unmap your car or opt-out.</li> </ul>

## My Journey

Date Revised: 24-August-2023; Version: Release 11/23

### Service Description

Mobility is all about getting where you want to go on time. The feature My Journey makes finding and navigating to your destinations effortless. My Journey provides you with various functions: My Destinations, Navigation to My Destinations, Search History and The Map.

### In Detail

The function **My Destinations** enables you to find and add destinations to the Connected service. You can then view the details of a destination, such as the exact address, its distance from your current location, your estimated travel time and a preview of the best route to take based on current traffic conditions. You can browse nearby destinations by category or search manually.

Personal POIs and Online Search makes it easy to find the address and load it into the navigation system. When you enter a destination in the vehicle navigation system, you can flag it as a favorite. If your phone is connected to the vehicle via Bluetooth, the search will also search phone contacts for matches if the contacts are enabled in the MINI App or vehicle. A contact address is only copied to the system if you select it to load the address into the navigation system. After you have searched for your POI, the parking situation will be displayed, and you can search for parking nearby.

If your vehicle is electric, the MINI App will also inform you if that destination is out of the range for your vehicle's current charge level. This is an estimate based on the current level of charge and estimated distance to the location for the predicted route. The actual range may vary depending upon a variety of factors, including personal driving behavior, selected route, weather conditions, usage of heating/cooling and preconditioning.

Via **Navigation to My Destinations**, you can send the destination from the MINI App to your vehicle's navigation system over the air – no USB or Bluetooth required.

**Search History** enables you to recall and display destinations that you have searched for within the last 30 days. Regardless of which device you have used to search for a destination within your account, the MINI App will recognize the keywords or destinations and spare you from having to re-enter the information.

**The Map** displays your destination and search results on a map, along with your current location. Walking routes can be calculated and displayed. Maps are provided by "HERE".

Please note that each Service and its functions depends on availability. Depending on the vehicle model and its technical capacities as well as market regulations, the availability and details of a Service may differ. As far as a Service enables access to services of third parties only, such services of third parties are not subject of the Service.

### Further Information

<u>Prerequisites:</u>	<ul style="list-style-type: none"><li>• For <b>My Destinations</b>, destination features, such as calculating your travel time, require the location permission setting must be enabled. For importing destinations, the calendar permission setting must be enabled too.</li><li>• For <b>Navigation to My Destinations</b> and <b>The Map</b>, no prerequisites are necessary.</li><li>• For <b>Search History</b>, the function needs to be enabled in your profile Map settings.</li></ul>
<u>How-to activate:</u>	<ul style="list-style-type: none"><li>• For <b>My Destinations</b>, no activation is necessary.</li><li>• For <b>Navigation to My Destinations</b>, <b>Search History</b> and <b>The Map</b> no activation is necessary.</li></ul>

<p><u>What data will be stored in the vehicle?</u></p>	<ul style="list-style-type: none"> <li>• For <b>My Destinations</b> and <b>Search History</b>, no data will be stored in the vehicle.</li> <li>• For <b>Navigation to My Destinations</b>, the destination will be sent to the vehicle you have selected in the MINI App. The data is sent over secure communications channels (SSL) via a MINI IT system (including vehicle and location data).</li> <li>• For <b>The Map</b>, no data will be stored.</li> </ul>
<p><u>What data will be processed or stored in BMW IT systems?</u></p>	<ul style="list-style-type: none"> <li>• For <b>My Destinations</b>, destination data will be processed and stored.</li> <li>• For <b>Navigation to My Destinations</b>, location data will be processed and stored.</li> <li>• For <b>Search History</b>, search results, location and contact data will be processed and stored.</li> <li>• For <b>The Map</b>, no data will be processed or stored.</li> </ul> <p>Regarding all services, we process your personal data according to the MINI App data privacy notices. We use data in a completely anonymized form for the purpose of further development and assurance of its respective service quality.</p>
<p><u>What data will be transferred to 3rd parties?</u></p>	<ul style="list-style-type: none"> <li>• For <b>My Destinations</b>, your search request (incl. current geolocation) is sent to the service map provider to find and display your search results. If you have allowed the MINI App to use your location, the Connected service also sends your current location to the map provider so that the search results are optimized to include destinations near your current position.</li> <li>• For <b>Navigation to My Destinations</b> and Search history, no data will be transferred to 3<sup>rd</sup> parties.</li> <li>• For <b>The Map</b>, your current location is sent to the map provider to request the map image displayed in the MINI App. No personally identifiable information is included with your location.</li> </ul> <p><b>HERE Maps</b> HERE Europe B.V. is providing the map and online content for the iOS and Android versions of the MINI App. In order to provide online map content, your location is directly transferred to HERE. All data processing by HERE is conducted in an anonymous manner in accordance with HERE's Privacy Policy (<a href="https://legal.here.com/privacy/policy">https://legal.here.com/privacy/policy</a>).</p> <p><b>Share Location from Google Maps</b> Google's Maps API is used to process POI content for handover to the app. All data processing is conducted in accordance with Google's Privacy Policy (<a href="http://www.google.com/policies/privacy">http://www.google.com/policies/privacy</a>).</p> <p><b>Sharing Location from Apple Maps</b> Apple's Maps API is used to process POI content for handover to the app. All data processing is conducted in accordance with Apple's Privacy Policy (<a href="https://www.apple.com/privacy">https://www.apple.com/privacy</a>).</p>
<p><u>When will data processed be deleted?</u></p>	<ul style="list-style-type: none"> <li>• For <b>My Destinations</b>, destinations are saved until you choose to delete them. If you stop using the service for 5 years, your profile and all remaining data will be deleted. This includes all destinations still stored by the service.</li> <li>• For <b>Navigation to My Destinations</b>, previous destination entries are replaced automatically by new entries once 30 entries have been made. Depending on the vehicles operating system, data can also be deleted manually via the vehicle menu or the App.</li> <li>• For <b>Search History</b>, data is retained for 30 days. You can delete destinations individually, or you can choose to "Delete All Application Data" which will delete all saved destinations as well as other personal data stored in the App. If you stop using the service for 5 years, your profile and all remaining data will be deleted. This includes all destinations still stored by the service.</li> </ul>