

## Terms of Use for the Mercedes me connect Services

### Version 001.029.002.A.19B

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## I. General Part

### 1. Scope of Application

The following Terms of Use for the Mercedes me connect services and the Mercedes me connect overview of services ("Overview of Services") by Mercedes-Benz Malaysia, Wisma Mercedes-Benz, 16A Jalan BK 1/13, Taman Perindustrian Bandar Kinrara, 47180 Puchong, Selangor Darul Ehsan, Malaysia ("Provider") (collectively "Terms of Use") shall apply to the provision of Mercedes me connect information and telematics services ("Services") by the Provider and to their use by the Customer. The Overview of Services is a key element of the Terms of Use. In the event of a contradiction between this General Part of the Terms of Use, the Special Part of the Terms of Use or the Overview of Services, the regulation in the Special Part or the Overview of Services shall take precedence.

### 2. Customer, Registered Owner

- 2.1 "Customer" is the person who fulfils the requirements of Clause 4.1 and has concluded these Terms of Use successfully and appropriately pursuant to Clause 3.1.
- 2.2 "Registered Owner" is the person who is registered as the person responsible for the vehicle in the relevant National Vehicle Register.

### 3. Effective Date of the Terms of Use, Entitlement to Use the Services

- 3.1 A precondition for using the Services is that the Customer has registered and has accepted the Terms of Use online. The Terms of Use shall enter into effect between the Customer and the Provider when the Customer receives confirmation, but no later than on the date on which the Customer is able to use the respective Services for the first time.
- 3.2 The Agreement shall be concluded in English.
- 3.3 When the respective Terms of Use enter into effect, the Customer will be entitled to use certain services free of charge. Details can be found in the Overview of Services. The Customer can obtain more information on the Mercedes me Portal ("Customer Portal") specified in Clause 13.3.
- 3.4 The Customer may acquire the right to use paid services ("Fee-based Services") from the Provider. For the acquisition of Fee-based Services, the additional conditions agreed between the

Customer and the Provider, including the Terms of Use of the Provider, shall apply. These Terms of Use apply to the use of the Services by the Customer.

#### 4. Scope of Services

- 4.1 The Services are intended for natural persons whose permanent place of residence (registration address) is in the target countries and who are either the Registered Owner of the vehicle, with which the Services are to be used, or are authorised for the use of the vehicle and the Services by the Registered Owner. As the Provider is constantly refining the Services offered, further target countries may be added at any time ("Target Countries"). Information about the current target country/Malaysia can be found in the Overview of Services.
- 4.2 Subject to Clause 4.9, the Services are generally available geographically in all Target Countries. All European overseas territories are excluded. The Overview of Services shows which Services are geographically limited or are not yet available.
- 4.3 For the Services, the Provider shall provide the Customer with the use of a Customer Portal, on which the Customer may set up a private area and manage his Services online ("User Account").
- 4.4 The Customer can pair several vehicles (up to a maximum of 20) with his User Account and may unpair these again at any time. Services apply to respectively one vehicle and may not be transferred to other vehicles. Clauses 5.2 and 5.3 apply to the pairing and unpairing of vehicles.
- 4.5 The Customer can operate and use the Services via the Use Gateways described in the following paragraphs (collectively "Use Gateways"); the scope of the Services available via the respective Use Gateways is set forth in these Terms of Use. A precondition for using the Services via the relevant Use Gateways is a User Account, unless otherwise provided by the Terms of Use.
- The Customer may operate and use a number of services via the infotainment system in the vehicle. The Customer also has the option of operating and using certain Services via the Customer Portal. Some Services can be operated and used only via the Customer Portal. The Customer also has the option of operating and using certain Services in certain Target Countries via apps on a compatible device ("Apps"). However, individual Services may be limited when used via Apps. Moreover, the Customer may use Apps for the provision of additional Services that can only be operated and used via Apps. The Customer can obtain further information, for example regarding the Target Countries for Apps and their purchase, in the Customer Portal.
- For older vehicle series, the Customer has the option of operating and using certain Services in certain Target Countries via an adapter ("Adapter") and an app for the adapter ("Adapter App"). The Services that are available via the Adapter may differ in some regards from the Services that are

available through the other Use Gateways. The Customer can obtain more information, for example regarding the Target Countries for the Adapter and how to acquire it, in the Overview of Services, on the Customer Portal or from Mercedes-Benz authorised dealers ("Service Partners") that participate in the sale of the Services. The Provider does not assume any obligation to provide the Customer with the Adapter. The provision will, if applicable, be governed by the terms and conditions agreed between the Customer and the Service Partners. In this respect the Provider does not accept any liability.

- 4.6 The Customer may delete the Apps and the Adapter App at any time. In this case, the Customer will no longer have any access to the Services via the Apps or the Adapter. Furthermore, changes made to the compatible end-device (e.g. update of the operating system, jail-breaking) could render the Apps or the Adapter App unusable.
- Note: Any obligations to the Provider for payment of the fees for Fee-based Services will remain unaffected by deletion of the Apps or Adapter App or by the described changes to the compatible device.
- 4.7 The Customer will have the opportunity to activate or deactivate individual Services on his User Account. The Customer can use an activated Service as described in the Terms of Use. If a Service is deactivated, then the Service will not be available to the Customer during that time.
- Note: Any obligations to the Provider for payment of the fees for Fee-based Services will remain unaffected by a deactivation of the Services.
- 4.8 If the Customer revokes the purchase of a Fee-based Service from the Provider, the Provider reserves the right to deactivate the affected Services.
- The Provider also reserves the right to deactivate the Services for security reasons (e.g. security gaps) or for other important reasons.
- 4.9 Due to the currently available technology, the provision and use of the Services may be subject to certain restrictions and inaccuracies which are beyond the Provider's control. In individual cases there may be discrepancies between the vehicle operating data displayed in the vehicle (e.g. in the infotainment system) and that in the Customer's respective Use Gateways. This applies in particular to the availability of the mobile data connection provided by mobile phone companies, the mobile network, the global navigation satellite system GPS location services and Internet access. The Services are therefore geographically limited to the transmission and reception areas of the transmission stations operated by the relevant mobile phone companies. The unavailability of the mobile network can in some cases mean that individual Services are unavailable because the necessary data transfer cannot take place. The Services may also be adversely impacted by

atmospheric conditions and topographical features or obstacles (e.g. bridges, tunnels, buildings). The same applies to the GPS coordinated determined on the basis of global navigation satellite systems. Other disruptions, such as network overload, may restrict use of the Internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Services, the mobile and land line networks or the Internet. The mobile communications connection between the vehicle and the Daimler Vehicle Backend or the Daimler Cloud Backend ("Daimler Backend"), which is currently provided by an external German telecommunications operator or its roaming partners, currently has an annual average service availability of 97.0%. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded.

When using data via the mobile telecommunication services, the logged-on users share the available bandwidth (so-called shared medium) in the mobile radio cells. The actually achievable transmission rate during the data usage is also dependent on the total availability of the respective technology, the transmission rate of the server selected for the provision of the relevant Service, the occupancy/capacity utilisation of the mobile network by the number of users in the respective mobile radio cell, the distance to the antenna and the movement of the user.

Disruptions may also be caused by force majeure, including strikes, lockouts or administrative orders, or result from technical or other measures (e.g. repairs, maintenance, software updates, enhancements) which need to be carried out on the systems of the Provider or on those of upstream or downstream service providers, content providers or network operators which are necessary in order to ensure that the Services are properly provided or improved.

The use of the Services via the Apps or the Adapter and the Adapter App may also be subject to limitations and inaccuracies due to the unavailability of or disruptions in the Apps, Adapter App or the compatible device (e.g. for reasons of force majeure or due to technical and other measures such as maintenance, software updates, enhancements to the Apps or Adapter App).

- 4.10 The Services require a fully functioning power supply in the vehicle from the vehicle battery. If the Services are used excessively and the vehicle's battery is not intermittently charged by running the engine, or connecting the battery to a power supply (in the case of electric vehicles), then this may result in the battery becoming depleted. If the vehicle is left stationary for long periods, this may cause the communication module ("Communication Module") in the vehicle to shut down and thereby disrupt the mobile data connection to the vehicle until the next time the vehicle is manually started up.

- 4.11 The Provider reserves the right to make amendments and supplements to the Terms of Use, provided that they effectively create an advantage for the Customer. Such amendments and supplements of the Terms of Use arise exclusively from the functional expansion of the Services and from supplemental new Services. New Services will only become active when the Customer activates them in the User Account.

In addition, the Provider is entitled to make changes for valid reasons, in particular if new technical developments, changes in law or other equivalent reasons make this necessary. If the change should lead to significant disruption of the contractual balance between the Parties, it will be waived.

Any other amendments and additions to the Terms of Use must be communicated to the Customer in text form (including email) at least two months before the date on which the amendment or addition enters into effect (calculated from the date of receipt of the notification by the Customer). They are deemed to have been accepted if the Customer does not object to them within two months of being notified of them. The Provider will inform the Customer separately of this legal consequence in its notification.

- 4.12 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 Updates"). The Software Updates can be initiated from the vehicle or from the Daimler Backend and can improve and enhance functions of the vehicle and the Services, as well as provide or facilitate new functions of the vehicle and the Services, or modify or remove functions of the vehicle and the Services. The Software Updates cannot be deactivated by the Customer. Depending on its type and scope, the Software Updates 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.

- 4.13 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 will be stored in the Daimler Backend and shown to the Customer via his Use Gateways.

In some circumstances, the Software Updates may be required for the unimpeded performance and operation of the Services. The Customer is not entitled to obtain the Software Updates by other means (e.g. through the Service Partners). As part of servicing by the Service Partners who are responsible for providing repair and maintenance services for Mercedes-Benz vehicles, 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. the infotainment system or Communication Module) may be restricted for a certain period of time. In the unlikely event that a fatal technical error occurs during the installation of the Software Updates, the functionality may continue to be restricted and a workshop repair may be needed.

- 4.14 Some Services are supplemented with additional functions. The additional functions are described in the Special Part of the Terms of Use. Additional functions cannot be activated or deactivated separately. Rather, they are always made available within the scope of the respective Service. The operation of the additional functions takes place in part via Use Gateways other than the Service itself.
- 4.15 For vehicles with MBUX function (see Overview of Services) the Customer has the option of receiving notifications in a notification centre ("Notification Center") in the vehicle's infotainment system from Services that are activated by the Customer and compatible with the Notification Center ("Notification Center Services"). Not all notifications from Notification Center Services are displayed in the Notification Center.
- 4.16 For certain Services (e.g. Internet radio, filling station prices, Live Traffic, Car-to-X Communication) the information available via the Service is prepared by Third Content Providers and may be incomplete, incorrect, not current or unavailable in whole or in part. The information is also generated in the individual Target Countries by various Content Providers and can have a different quality in the individual Target Countries. 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 his purposes.

## 5. Requirements for Use

- 5.1 The Services are available in vehicles from newer Mercedes-Benz or smart model series that are fitted with an integrated Communication Module. Some Services require additional optional equipment in the vehicle. Details and any other requirements for use are set forth in the respective Special Part of the Terms of Use and the Overview of Services. Moreover, certain Services are also available for vehicles from older model series. The Customer can obtain information about the model series in which the Services are available from the Service Partners. For certain functions and Services, the vehicle requires a mobile data connection between the vehicle and the Daimler Backend as well as the compatible end-device of the Customer. In addition, the vehicle must have an infotainment system. The use of the Services via the Adapter additionally requires an active Bluetooth connection between the Adapter and the compatible end-device.

To use the navigation options of certain Adapter Services and for the data transmission to the Customer Care Center ("CCC"), the Customer's compatible device must have GPS, and the GPS must be activated. Additional conditions for use or exceptions are described in the Special Part of the Terms of Use.

- 5.2 To enable using the Services for a vehicle, the vehicle must be connected. Connection takes place at a Service Partner's premises or online via the User Account. The Customer can obtain more information on the Customer Portal or from the Service Partners.

Services in the vehicle cannot be activated and used until the vehicle is connected. Each vehicle can always be assigned to only one Customer as the main user; additional vehicle users may be registered as 'Co-Users' within the meaning of Clause 9.1.

- 5.3 The Customer may disconnect a vehicle either by removing the vehicle from his User Account or by sending a request concerning the disconnection in text form (including by email) to the Customer Portal or CCC referred to in Clause 13.2. The disconnection will deactivate the Services in the relevant vehicle for the Customer.

Note: Any obligations to the Provider for payment of the fees for Fee-based Services will remain unaffected by a disconnection.

- 5.4 To enable using the Services, the Customer may need a compatible end-device that can receive messages by email or push notifications.

Use of the Services via Apps requires a compatible device and a mobile data connection, and the App must be obtained and installed on the compatible device. Using the Services via the Adapter requires the purchase and installation of the Adapter at Service Partners, a compatible device and a mobile data connection, and the purchase and installation of the Adapter App on the compatible device.

Details are provided in the Special Part of the Terms of Use and the Overview of Services.

- 5.5 In addition, use of the Services also requires regular updates of the Apps and the Adapter App when such updates are available.
- 5.6 Please note: The display in the instrument cluster of the vehicle takes precedence over all other information channels, for example, the display via the Customer's Use Gateways. Information displayed in the infotainment system or in Apps is not definitive and may in full or in part be incomplete or incorrect or not up to date; moreover, it only applies as of the time it is queried. More extensive instructions or discrepancies arise from the Special Part of the Terms of Use.
- 5.7 The voice-control function of certain services and functions is based on a technical application of a Third-Party Service Provider. To use the voice control function, the Customer must accept the Third-Party Provider's terms of use.**

## 6. Fees and Costs

- 6.1 The conclusion of the Terms of Use is not associated with any fees. The fees of the Provider apply for the Fee-based Services. Optional equipment is also necessary in some cases in order to use the Services in the vehicle and could result in a higher vehicle price. Details on the required special equipment are provided in the Overview of Services. The App and the Adapter App are made available to the Customer free of charge. The Customer obtains the Adapter on the terms and conditions agreed upon between him and the Service Partners.
- 6.2 Any costs for the mobile data connection between the vehicle and the Daimler Vehicle Backend will generally be borne by the Provider. The foregoing paragraph does not apply if the Customer uses the Services via the Adapter and the Adapter App. In that case, the Customer shall bear any costs for the mobile data connection between the vehicle and the Daimler Vehicle Backend. These costs are based on the rates charged by the mobile service provider used by the Customer; higher fees may apply abroad. Likewise, the first paragraph does not apply to Services, for which the Customer must purchase a volume of data separately from a mobile service provider. The costs for the purchase of the data volume depend on the respective mobile service provider's tariffs; higher fees may be incurred abroad.
- 6.3 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. Obligations of the Customer

- 7.1 The Customer warrants that he is either the Registered Owner of the vehicle or that the vehicle of the Registered Owner has permitted him to use the vehicle and thus also to use the Services in the vehicle (e.g. driver of a company car).
- 7.2 The Customer warrants that his profile data, specifically the name, address (and email address or mobile telephone number) and date of birth, reported to the Service Partners and entered in his User Account, are correct. The Customer shall inform the Provider of any changes to these data without undue delay. If the data are incorrect and communication with the Customer is therefore not possible, the Provider reserves the right to block the Services. Note: Any obligations to the Provider for payment of the fees for Fee-based Services will remain unaffected by the disconnection.
- 7.3 The Customer shall without undue delay have the vehicle disconnected from the Services in accordance with Clause 5.3, if he is no longer entitled to use the vehicle (e.g. because it is sold or he has lost his right to continue using the company or leased car) or if this vehicle has been destroyed. 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 Registered 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 5.3 without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under Clause 7.8 shall remain unaffected.
- 7.4 The Customer shall keep all access details and passwords necessary to use the Services safe, not disclose them to third parties, and prevent them from being misused. The Customers shall not use the same combination of email address and password for accessing the User Account that he uses for other online services. The Customer shall also impose the above obligation on any "Co-Users" as defined by Clause 9.1.
- 7.5 The Customer will be entitled to use the Services only if he complies with all legal requirements and does not pursue any purposes in breach of the Terms of Use or applicable law.
- 7.6 If the Customer identifies that the Services 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 Services, the Customer must inform the Provider accordingly without undue delay via his User Account or by contacting the CCC using one of the methods described in Clause 13.2.
- 7.7 The software applications provided for the use of the Services may not be modified, edited, decompiled (including by means of reverse engineering), stored or otherwise copied. Any

changes to or reworking of the Adapter are done at the Customer's own risk.

- 7.8 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 statutory provisions.
- 7.9 The Customer shall indemnify the Provider from all claims, costs, damage and losses (including the costs of reasonable legal proceedings) caused by a third-party claim against the Provider in connection with the violation of statutory provisions, third-party rights, or the Terms of Use by the Customer, provided that the Customer is liable in accordance with Clause 7.8.
- 7.10 The Customer is responsible for storing any data as needed on its compatible end-devices.
- 7.11 If the Customer allows another driver to use the vehicle, the Customer is responsible for informing the other driver about the Services and the associated data collection, processing and transmission prior to departure, obtaining the other driver's consent and advising them of the option to deactivate the Services.

## **8. Term and Termination**

- 8.1 The Terms of Use have an unlimited term. The term of the Services is set forth in the Overview of Services or the agreement between the Customer and the Provider.
- 8.2 The Provider may terminate the Terms of Use at any time with a notice period of 30 days, but at the earliest on expiry of the last Fee-based Service. The Provider may terminate gratuitous Services at any time with a notice period of 30 days. Fee-based Services shall end at the expiration of the purchased Fee-based Services. The Provider will give notice of termination in text form (including email).
- 8.3 The Customer may terminate the Terms of Use at any time without notice. The Customer can issue the termination by clicking on the Terms of Use in the User Account, by deleting the user account or in text form (including by email) addressed to the CCC. In doing so, the Customer will no longer have access to the Services.  
Note: Any obligations to the Provider for payment of fees for Fee-based Services will remain unaffected by a termination of the Terms of Use or deactivation of individual Services by the Customer.  
Note: The deletion of the App or Adapter App in accordance with Clause 4.6 and the deactivation of Services in accordance with Clause 4.7 do not constitute termination. Instead, notice of termination must be given via the Customer's User Account or in text form (including email) to the CCC.
- 8.4 If a Customer with a previous domicile in one of the Target Countries changes his domicile to a country that is not a Target Country, the Services will be terminated and deactivated automatically without notice.

If the Customer uses the Services via the App or the Adapter and, having previously been domiciled in one of the Target Countries for the App or the Adapter, changes his domicile to a country that is not one of the Target Countries for the App or the Adapter, the Customer may no longer use the Services via the App or the Adapter.

Note: Any obligations to the Provider for payment of fees for Fee-based Services will remain unaffected by any change of domicile.

- 8.5 A termination of the Terms of Use for good cause remains unaffected. The Provider shall give notice of termination for good cause in text form (including email), and the Customer shall do so via his User Account or in text form (including email) to the CCC.  
Note: Any obligations to the Provider for payment of fees for Fee-based Services will remain unaffected by a termination of the Terms of Use or individual Services for cause by the Provider.
- 8.6 In the event of a termination of the Terms of Use or individual Services, the relevant Services will be deactivated in the affected vehicles. The Customer's User Account shall continue to exist even after the termination of the Terms of Use until it is deleted, however the Customer will no longer have access to the Services.
- 8.7 The Provider may transfer all rights and obligations arising from the contract to a third party or the local Provider affiliate located in the Target Countries ("Contract Transfer"). The Provider shall notify the Customer of the Contract Transfer in advance in text form (including e-mail) with a notice period of two months. In this case, the Customer is entitled to terminate the contract with immediate effect within this period of two months after the announcement of the Contract Transfer. The Customer will give the notice of termination via his User Account or in text form (including email) to the CCC.

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

- 9.1 To enable other persons to access Services, the Customer may authorise these other persons as co-users ("Co-Users") in his User Account. To use the Services as Co-Users, the Co-Users are required to set up a User Account and consent to the Privacy Notice set out in the Apps.  
To use the Services as Co-Users via Apps or the Adapter App, these persons must also purchase Apps or the Adapter App and install them on a compatible device.
- 9.2 Co-Users can view, operate and use certain Services in exactly the same way as the Customer via their Use Gateways (e.g. they can inquire as to the vehicle's status, program the auxiliary heating). However, only the Customer is able to obtain Services, terminate the Services, activate the Services and connect and disconnect the vehicle. The details and special provisions of the Co-Users rights many arise from the Special Part of the Terms of Use.

When functions are being programmed, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or the Co-Users. However, Co-Users cannot activate or deactivate the Services.

The scope of the Services may vary for the Co-Users depending on the Use Gateways which is used to access them. Details may be provided in the Special Part of the Terms of Use and the Overview of Services.

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

## 10. Liability

- 10.1 In the event that the Provider is liable in accordance with applicable laws for damages caused by slight negligence, the liability of the Provider shall be limited as follows: Liability exists only if material immanent obligations arising from the use of the Services have been violated, in particular those which are imposed upon the Provider in accordance with the spirit and purpose of the Terms of Use or whose performance is a prerequisite for the due and proper performance of the Services, where the Customer regularly relies and ought to be able to rely upon compliance with such obligations. This liability is limited to typical damage foreseeable at the time the Terms of Use take effect.
- 10.2 Regardless of the issue of fault, this shall not prejudice the liability of the Provider if the Provider has provided a guarantee or accepted a procurement risk, or under the terms of the governing laws of Malaysia.
- 10.3 Personal liability on the part of the legal representatives, vicarious agents and employees of the Provider is excluded in cases of damage resulting from the Provider's slight negligence. For damages resulting from the Provider's gross negligence, with the exception of legal representatives and officers of the Provider the limitation of liability regulated in this regard for the Provider shall apply accordingly.
- 10.4 The limitations of liability set forth in this section do not apply in the event of death or personal injury.

## 11. Data Protection and Data Security

- 11.1 The Provider takes the protection of the personal data of the users of the Services seriously and gives due consideration to the protection of the user's privacy when processing personal data.
- 11.2 Further details concerning the data processing, data protection and data security are provided for you in the data protection notices for the Mercedes me connect Services.

## 12. Final Provisions

- 12.1 The place of performance and sole place of jurisdiction for all present and future claims arising from or connected with the Terms of Use is Stuttgart if the Customer has no place of jurisdiction in one of the Target Countries, moves

his domicile to a country other than one of the Target Countries after the conclusion of the Terms of Use, or if the Customer's domicile is unknown on the date the legal proceedings are initiated. The Provider is always entitled to initiate proceedings against the Customer in the Customer's place of jurisdiction as well. In other cases, the Customer's domicile will be the place of performance and place of jurisdiction for all claims between the Provider and the Customer. If the Customer is a consumer, the right of the Customer to initiate proceedings against the Provider at the Provider's registered office shall remain unaffected.

- 12.2 This relationship between the Customer and the Provider is governed and construed in accordance with the laws of Malaysia.
- 12.3 Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions herein will not be affected thereby.

## 13. Identity of the service provider and data controller; contact details

- 13.1 The Services are an offer of, and the responsible party is  
Mercedes-Benz Malaysia  
Wisma Mercedes-Benz,  
16A Jalan BK 1/13,  
Taman Perindustrian Bandar Kinrara,  
47180 Puchong, Selangor Darul Ehsan,  
Malaysia.
- 13.2 Contact details for CCC:  
Mercedes-Benz Malaysia  
Wisma Mercedes-Benz,  
16A Jalan BK 1/13,  
Taman Perindustrian Bandar Kinrara,  
47180 Puchong, Selangor Darul Ehsan,  
Malaysia.

Email address	Toll-free number
me-connect.mys@cac.mercedes-benz.com	1-800-88-1133

- 13.3 Customer Portal:  
<https://www.mercedes-benz.com.my/mercedes-me>

## II. Special Part

Subject to the sole discretion of the Provider and the availability of the following Services in Malaysia, the following terms and conditions shall apply:

### 1. Maintenance Management

This Service allows the Customer to receive individual non-binding offers from the Service Partners, selected by the Customer in advance, in the event of an established need for maintenance in the vehicle.

### 2. Telediagnosics

With this service, the Provider records messages concerning wear and tear and failures to the extent these can be clearly interpreted and are available through monitoring of diagnosable components. The Provider reports this information to the Service Partners pre-selected by the Customer, so that the Service Partners can contact the Customer and the Customer can inform the Service Partners of a preferred appointment date.

#### 2.1 Battery Observer

The "Battery Observer" function allows the Customer to monitor the charge status of the vehicle battery. When the charge drops below a specific level, the Customer is warned via their selected contact channel and prompted to charge the battery.

#### 2.2 Telediagnosics Display Message

With the "Telediagnosics Display Message" function the Provider records certain wear and failure messages, providing these can be clearly interpreted and are available by monitoring diagnostic-capable components. Via the infotainment system, the Customer receives a pop-up message through which the Customer can enter into direct contact with the CCC.

### 3. Accident Recovery and Breakdown Management

This Service enables the Customer to establish a telephone connection with the CCC from the vehicle and to obtain specific support after an accident or breakdown, as well as answers to questions about the vehicle operation, the nearest Mercedes-Benz Service station or other Mercedes-Benz products and services in an informational call.

### 4. Accident Recovery

This Service allows the vehicle passengers of a vehicle registered for the Standard Services to establish a telephone connection with the CCC following a Mercedes-Benz emergency call, and to transmit the vehicle data necessary and appropriate for the Service, which has been recorded in line with its technical design, as well as the current position of the vehicle, to

the CCC in order to obtain additional assistance.

### 5. Breakdown Management

The vehicle can automatically detect possible breakdowns based on technical data. This Service allows the vehicle passengers of a vehicle registered for the Standard Services to establish a telephone connection with the CCC from the vehicle in the event of an acknowledged breakdown and to transmit the vehicle data necessary and appropriate for the Service, which has been recorded in line with its technical design, as well as the current position of the vehicle, to the CCC in order to obtain targeted assistance.

### 6. Remote Vehicle Diagnostics

This Service enables the Service Partner pre-selected by the Customer, the Provider's technical market support department and the CCC to retrieve the technical vehicle status in the form of diagnostic data. Diagnostic data are retrieved as preparation for a workshop appointment or as diagnostic support during the workshop visit. In the event of a breakdown, the CCC can inform a Service Partner employee of the vehicle status using the diagnostic data to facilitate a faster, more targeted repair. This Service also enables error codes to be cleared remotely in the event of a breakdown by the CCC or, if the vehicle is in a workshop, by the Service Partner.

### 7. Remote Retrieval of Vehicle Status/ Remote Status

With this Service, the Customer is able to view vehicle operating data (e.g. fuel tank level, mileage, average fuel consumption, tyre pressure, maintenance interval, charging level of the high-voltage battery, electric range) via certain Use Gateways in order to inform himself about the condition of the vehicle. Moreover, the Customer also has the option of defining certain events that will trigger an automatic message to the Customer via the notification channel set up in the User Account when they occur, for example when the vehicle's starter battery is discharged.

### 8. Programming of Auxiliary Heater/Ventilation

This Service enables the Customer to operate the heating system of his vehicle via certain Use Gateways.

### 9. Programming Charging Settings, Pre-Entry Climate Control

If a Customer uses a vehicle powered by an electric battery, this Service offers the option



of intelligently charging the vehicle remotely. This involves, for example, the presentation of status data and the setting of the next departure time. Moreover, the Customer also has the option of defining certain events that will trigger an automatic message to the Customer via the notification channel set up in the User Account when they occur, for example when a vehicle's high-voltage battery is fully charged. This Service also enables the Customer to operate his vehicle's pre-entry climate control function via certain Use Gateways.

**10. Remote Door Locking and Unlocking**

This Service enables the Customer to view information about the locking status of the doors and boot of his vehicle via certain Use Gateways and, depending on vehicle variant, to lock and unlock them remotely.

**11. Remote Sunroof Control, Remote Window Control**

This Service enables the Customer to view information about the open status of the windows and sunroof of his vehicle via certain Use Gateways and, depending on vehicle variant, to open and close them remotely.

**12. Remote Window Control**

This Service enables the Customer to view information about the open status of the windows of his vehicle via certain Use Gateways and, depending on vehicle variant, to open and close them remotely.

**13. Personalisation**

The Customer can set up his profiles in the vehicle (e.g. favourite settings, vehicle settings, settings for the instrument cluster display) and can save and edit these under a name specified by him. The Service allows the profiles to be transferred between the vehicle and the Daimler Vehicle Backend, and to be retrieved via certain Use Gateways of the Customer.

**14. Parked Vehicle Locator**

The Customer has the option of using certain Use Gateways to display a map showing the location where his vehicle is parked. For data protection reasons, the Customer is only able to call up the location of the vehicle if the vehicle is within a distance of approximately 1.5 km or 1 mile.

**15. Vehicle Tracker**

This Service enables the Customer to determine the current location of his vehicle via certain Use Gateways.

**16. Route Planning**

This Service enables the Customer driving a vehicle with a battery electric drive to plan a trip or route via certain Use Gateways.

In addition, the Customer can use this Service via certain Use Gateways to search for charging stations for his battery electric vehicle and to have them displayed on a map and in list form, to query information on charging stations and to filter the charging stations. The Customer can also enter this information into the infotainment system as a destination address. The electric range of the vehicle is calculated and displayed via certain Use Gateways of his vehicle.

16.1 The "Last Mile Navigation" function enables the Customer to use the location of the parked vehicle and, if applicable, the current destination address on the vehicle's infotainment system at the end of the trip in order to direct the Customer on his compatible device from the parked vehicle to the destination address, if the Customer's vehicle and his compatible device have a suitable Bluetooth-based communication connection.

16.2 The "Trip Statistics" function enables the Customer to view various statistics (e.g. average speed, distance travelled and time spent in the vehicle). A requirement for use is that the Customer must have activated the "Remote Status" Service.

16.3 The "Journey Time Forecast" function enables the Customer to view the route for various destination addresses and the estimated arrival times at these addresses via certain Use Gateways. A requirement for use is that the Customer must have activated the "Live Traffic Information" Service in the vehicle. A requirement for use of the location of the parked vehicle for this function is that the Customer has activated the "Parked Vehicle Locator" Service.

**17. Geofencing**

This Service allows the Customer to ascertain via certain Use Gateways whether and where his vehicle leaves or enters one or more areas defined by him.

**18. Concierge Service**

The "Concierge Service" allows the Customer to obtain certain remote information from a Concierge about various topics of interest to the Customer (e.g. route and traffic information or information on points of interest, general knowledge, weather, sporting events, cultural events, stock market prices and events on the stock market, hotels, restaurants and bars or travel) or information the Customer needs in emergency situations (e.g. information regarding the nearest doctor). In this respect,

the Customer could possibly receive information about third-party offers.

- 18.1 The Customer can additionally enlist the services of a Concierge to undertake bookings or orders which require corresponding payments. Processing the commercial orders and bookings through the Concierge requires that the Customer provide his credit card details and answer a security question. The credit card details are used solely to render the desired Services and are not stored. The Customer determines the security question and answer on the Customer Portal.

#### **19. Digital Vehicle Key**

This Service enables the Customer to lock and unlock their vehicle using a virtual key ("Virtual Key") if he holds the Virtual Key close to the door handle of the driver's door. The vehicle can also be started using the start/stop button when the Virtual Key is in the charging tray with integrated wireless charging function. The physical vehicle key is not required for these actions.

The Virtual Key is stored in a compatible device belonging to the Customer either in a Secure Element or on an NFC SIM card. If the Customer's device is not compatible, the Customer also has the option of affixing a Digital Vehicle Key Sticker in which the Virtual Key is stored. In order to use the Virtual Key on the Digital Vehicle Key Sticker the Customer must have acquired the Digital Vehicle Key Sticker from a participating Service Partner selected by the Customer in advance. The Digital Vehicle Key Sticker will be provided under the conditions agreed between the Customer and the Service Partner. The Provider assumes no responsibility for providing the Customer with the Digital Vehicle Key Sticker. When acquiring the Digital Vehicle Key Sticker, any conditions agreed between the Customer and the Service Partner apply. In this respect the Provider does not accept any liability.

#### **20. Live Traffic Information**

This Service allows the Customer to receive live traffic updates through a mobile data connection in the vehicle.

#### **21. Car-to-X Communication**

This Service allows the exchange of updated traffic information on dangerous situations (e.g. broken-down vehicles, accidents, vehicles with switched on warning light, heavy rain, fog and slick road surfaces) between vehicles for which this Service has been activated using the Daimler Vehicle Backend.

#### **22. Internet Radio**

This Service allows the Customer to use certain Internet radio services in the vehicle. Depending on the infotainment system of the Customer's vehicle, the Customer must establish a mobile data connection for the streaming of "Internet Radio" via the compatible device or purchase a certain data volume via the Customer Portal.

#### **23. Parking**

This Service allows car park locations, together with the number of currently unoccupied parking bays, to be displayed via access points specified by the Customer. The Customer can copy these locations into the infotainment system as destination addresses or send them from the Apps to the infotainment system and copy them there as destination addresses. Additional information about multi-storey car parks and on-street parking (e.g. address, occupancy, opening hours, prices, height, width, availability determined on the basis of historical data, parking times) will be displayed via certain Use Gateways.

The Provider also provides the Customer with the technical interface to the parking service provider Parkopedia Ltd. ("Parkopedia"). Parkopedia will enable the Customer to rent the car park space selected by him via certain Use Gateways from third party parking space providers (e.g. multi-storey car park operators or public and private parking space managers ("Third-Party Parking Space Providers") for the expected parking duration, if applicable, for a fee. In addition, the Customer has the option of reserving multi-storey car park spaces in advance. Costs may be incurred if an existing reservation is cancelled.

If the selected parking space carries a fee, the payment transaction between the Customer and the Third-Party Parking Space Provider will be processed via third-party payment service providers ("Payment Service Providers"). For this purpose, the Customer must enter his payment details via his User Account with the Payment Service Providers.

If the selected parking space is a multi-storey car park space, the Customer will require an RFID card ("Mercedes Benz Parking Card") for automated access to the car park, which he can order free of charge in the Customer Portal. The Mercedes-Benz Parking Card enables the Customer to access the car park without a ticket and to be billed for the parking fee precisely to the minute.

In case of payment default the Provider reserves the right to block the Mercedes-Benz Parking Card or block access to the paid services pending settlement of outstanding amounts.

**24. Petrol Station Prices**

This Service allows the Customer to display filling stations together with the offered Remote Parking Assist within a radius of the current vehicle position or in a selected map section in the infotainment system of the Customer's vehicle.

**25. Online Map Update**

This Service allows the Customer to update to current status the navigation map data in the infotainment system of the Customer's vehicle at regular intervals.

**26. e-Navigator/Charging Stations**

This Service allows the Customer to display charging stations and the number of free charging points in the infotainment system of the Customer's vehicle. The Customer can also enter this information into the infotainment system as a destination address. Moreover, the electric range (driving distance) of the Customer's vehicle is also calculated and displayed in the infotainment system of the Customer's vehicle.

**27. Local Search**

This Service allows the Customer, by means of an online free text or voice command search, to search for addresses and points of interest (e.g. restaurants, cafés, bars, hotels, businesses, shopping) within a radius of the current vehicle position and, if the Customer has entered a destination address in the Customer's vehicle infotainment system and the navigation system is activated, to search for points of interest within a radius along the selected route or also within a radius of another address. The search results can be displayed in the infotainment system of the Customer's vehicle and can also be entered in the infotainment system as a destination address.

27.1 The "Send2Car" function enables the Customer to search for addresses and points of interest (e.g. restaurants, hotels, shopping opportunities) on a variety of online navigation maps offered by certain Content Providers and via the Mercedes me App, to send the results to his vehicle's infotainment system, and to transfer them into the system as destination addresses.

**28. Weather**

This Service allows the Customer to display the weather within a selected map section in the infotainment system of the Customer's vehicle.

**29. Predictive Navigation**

This Service allows the Customer to receive suggestions for destination addresses based on a probability model. To use this Service the Customer must have activated the "Vehicle

Tracker" Service and there must be a Bluetooth connection between his vehicle and his compatible device.

**30. Dictation**

This Service offers the Customer the opportunity to create text for text messages (e.g. SMS) in his vehicle by voice input.

**31. Mercedes-Benz Apps**

31.1 Internet Radio

This Service allows the Customer to use certain Internet radio services in the vehicle. Depending on the infotainment system of the Customer's vehicle, the Customer must establish a mobile data connection for the streaming of "Internet Radio" via the compatible device or purchase a certain data volume via the Customer Portal.

31.2 Local Search

This Service allows the Customer, by means of an online free text or voice command search, to search for addresses and points of interest (e.g. restaurants, cafés, bars, hotels, businesses, shopping) within a radius of the current vehicle position and, if the Customer has entered a destination address in the Customer's vehicle infotainment system and the navigation system is activated, to search for points of interest within a radius along the selected route or also within a radius of another address. The search results can be displayed in the infotainment system of the Customer's vehicle and can also be entered in the infotainment system as a destination address. The "Send2Car" function enables the Customer to search for addresses and points of interest (e.g. restaurants, hotels, shopping opportunities) on a variety of online navigation maps offered by certain Content Providers and via the Mercedes me App, to send the results to his vehicle's infotainment system, and to transfer them into the system as destination addresses.

31.3 Weather

This Service allows the Customer to display the weather within a selected map section in the infotainment system of the Customer's vehicle.

31.4 e-Navigator

This Service allows the Customer to display charging stations and the number of free charging points in the infotainment system of the Customer's vehicle. The Customer can also enter this information into the infotainment system as a destination address. Moreover, the electric range (driving distance) of the Customer's vehicle is also calculated and displayed in the infotainment system of the Customer's vehicle.

## 32. Remote Parking Assist

With this Service, the Customer can guide the vehicle to park and exit from parking spaces by remotely using a compatible device via a Bluetooth connection and to manoeuvre the vehicle in exploration mode (e.g. in tight garages) without sitting in the vehicle.

## 33. Mercedes me Adapter

### 33.1 My Vehicle

This Service allows the Customer to view vehicle operation data (e.g. fuel level, total mileage, battery voltage) with the respective reference time (date and time), as well as other information (e.g. recorded Service Partners) on his compatible device.

### 33.2 Maintenance Management

This Service allows the Customer to receive individual non-binding offers from the Service Partners, selected by the Customer in advance, in the event of an established need for maintenance in the vehicle.

The Customer also has the option of sending certain vehicle data to the pre-selected Service Partners even if no maintenance is required.

### 33.3 My Trips

This Service allows the Customer to automatically record the respective trip (journey) with the vehicle based on the date, time (start, end, duration), mileage (start, end, distance travelled) and location (conversion from GPS coordinates data to an address).

In addition, the Customer is able to compare frequently travelled routes by means of the Driver Scores. For this a driver score is determined for each recorded trip, calculated from the driving behaviour with respect to acceleration and delays.

### 33.4 Park & Find

This Service determines the location of the vehicle by GPS at the end of the trip and converts this data into an address, which is saved on the Customer's compatible device. The Customer may add a photo and commentary to the location of his vehicle and save this on his compatible device. The Customer can also see continuously how long his vehicle has been parked from the journey end on his compatible device (this information is also available via the "My Vehicle" Service, if this is activated).

Furthermore, the Customer can manually enter the parking time indicated on the parking ticket on his compatible device and set a reminder for the time when the parking time runs out. In addition, the Customer can look up the position of his vehicle on his compatible device and navigate there using the navigation function on the compatible device.

The parking space locator enables the Customer to search for parking possibilities in his current vicinity or at another location.

Additional information on parking garages (e.g. address, occupancy, opening hours, prices, drive-in height, parking hours) are also displayed.

### 33.5 Refuelling

This Service enables the Customer to view the fuel tank level of his vehicle in litres on his compatible device until a reserve is reached. If it falls below an adjustable threshold, or if the reserve tank is reached, a pop-up notification will appear on his compatible device. In addition, the Customer may keep a fuel log on his compatible device. In so doing, the Service will automatically detect the fuelling processes and automatically save these along with additional information (e.g. the date, time, location and mileage of the vehicle and the refuelling volume) on his compatible device. Furthermore, the Customer may add refuelling processes manually and add notes regarding all refuelling processes manually, and save them on his compatible device and export refuelling processes as so-called "CSV files" from his compatible device.

The petrol station search can be used to search for petrol stations in the vicinity or at another location and to display prices for different kinds of fuel as well as other information concerning the petrol station.

### 33.6 Dealership Search

This Service allows the Customer to search for a Service Partner on his compatible device according to various criteria (postal code or city, proximity search, name search).

### 33.7 My Dealer

This Service allows the Customer to view the information regarding his selected Service Partner via his compatible device (name and address of the Service Partner, contact information of the Customer's personal contact person at the Service Partner, vehicle classes serviced by the Service Partner, business hours and the service partner's location), whereby the Service Partner's address can be displayed to the Customer on a map. The Customer may then also call the Service Partner directly, contact the Service Partner via email or access the Service Partner's website using his compatible device. In addition, the Customer can navigate to the Service Partner using the navigation function on his compatible device.

### 33.8 Accident Recovery & Breakdown

This Service allows the Customer to place a call manually to the CCC, during which relevant data (vehicle identification number (VIN), GPS coordinates, mileage, maintenance information, fuel level, ignition status, and, with some models, information regarding the control unit version) is automatically transferred to the CCC. The Customer can also call his Service Partner using his compatible device to obtain additional support. In addition,

in the event of an accident, the Customer can use his compatible device to fill out a notice of claim form (insurance holder's personal information, the other party involved in the accident, driver, witnesses), save photos and audio files and export the entire claim notice as a ZIP file. Furthermore, the Customer can save the claim notice in the Adapter App.

The Car Health Monitor function monitors selected warning lights on the instrument cluster in the Customer's connected vehicle during the trip. If a warning status is detected in the vehicle and displayed in the instrument cluster, the App additionally notifies the Customer on his device and offers the option of contacting either the help centre or the dealer. The Customer can also transmit the maintenance information of his vehicle to the workshop at the touch of the button, if so desired.

With the digital Service Checkbook, the Customer obtains an overview of the service history of his vehicle.

#### 33.9 Reminder

This Service allows the Customer to configure a manual reminder in the Adapter App (e.g. concerning the general inspection for his vehicle). When the reminder occurs, the Customer can also set another reminder or use his compatible device to request an appointment with his Service Partner via the Service Appointment Request.

#### 33.10 Service Appointment Request

The Customer can use this Service to inquire about or request an appointment with his Service Partner.

### 34. Theft Notification with Park Damage Detection

Through this Service, the Customer receives a notification on their smartphone via the Mercedes me App if the parked vehicle detects a forceful impact. The notification includes information detected about the intensity, the affected area, the date and time of the incident. In addition, for newer vehicle models (see Overview of Services) the Customer is informed of the detected impact on the infotainment system when the vehicle is started. The Service also sends a message via the Mercedes me App if the anti-theft alarm system is activated, including the source of the alarm activation. The Customer has the option of temporarily switching off the alarm, the tow-away protection and the interior protection in his vehicle via the App. During the next ignition cycle the sensors that were temporarily switched off are switched back on automatically in order to protect the vehicle.

### 35. Online Music

With this Service the Customer is able to access his User Account at the Third-Party Provider Tidal via the infotainment system in the vehicle and to control the media playback.

### 36. In-Car Office

#### 36.1 Navigation to Appointment:

This Service enables the Customer, for certain functions described in more detail below, to retrieve data from a customer-specific "Collaboration Account" (e.g. calendar entries, information) held with a compatible third-party provider, e.g. Microsoft Office 365 ("Third-Party Provider") through the In-Car Office Backend ("Daimler Office Backend") and display it in the vehicle in a processed format. To the extent a function provides for it, the Customer can also modify data in the Collaboration Account at the Third-Party Provider.

#### 36.2 Navigation to Appointment:

This function allows the Customer to display calendar entries, which are queried from the Collaboration Account at the Third-Party Provider, inside the vehicle. The location referenced in the calendar entry can be automatically recognised as a navigation destination. When a calendar entry is selected, the location is sent to the infotainment system and taken over as a destination address there.

#### 36.3 Telephone Call

With this function the Customer can make telephone calls in his vehicle, which he has set up as tasks in the task list of the Collaboration Account at the Third-Party Provider, thereby completing the tasks. For this, the infotainment system of the vehicle displays all tasks containing a telephone number for the Customer. If the Customer selects the tasks, a telephone connection with the end-device connected to the vehicle is established:

#### 36.4 Telephone Conferences

This function allows the Customer to display telephone conferences in the vehicle, based on calendar entries in the Collaboration Account at the Third-Party Provider. When selecting an entry, the information referenced in the calendar entry enables recognising the dial-up data and dialling into the telephone conference.

Dialling into the telephone conference as a comfort dial ("Comfort Dial") can take place at a later point in time. The Customer will be called by the Provider on the telephone number entered on the Customer Portal and - provided that the Customer accepts the call - a connection to the telephone conference will be set up using the recognised dial-up data.

In all other cases or - if any errors should occur during the comfort-dial - the dial-up to the

telephone conference takes place by the device connected to the vehicle via Bluetooth.

#### 36.5 Emails

This function enables the Customer to view and read his latest emails, for example. If the Customer has activated the LINGUATRONIC Voice Control System Service online and there is an active Bluetooth connection between the compatible device and the vehicle, he can also reply to emails or create new emails by saying the subject line and text of the email using the dictation function or entering them via the keyboard.

#### 37. Interface to Third-Party Providers

This Service enables the Customer - insofar as planned by the Provider in the individual case - to have the Provider pass data to Third-Party Providers selected by the Customer (e.g. vehicle data or data for the use of digital assistants).

The Customer may, insofar as planned by the Provider in the individual case, allow the Third-Party Provider to change data at the Provider and to send control commands to the Provider, which are transmitted into the vehicle.

Depending on the Third-Party Provider selected, the Provider may use a subsidiary of Daimler AG to perform the Service.

#### 38. Smart Home

This Service enables the Customer to define virtually restricted geo-areas in the Mercedes me App. When entering or leaving these areas, the Customer can trigger actions through a Third-Party Provider using his vehicle if it is linked and connected to the Mercedes me App via Bluetooth. For example, depending on the Third-Party Provider selected, the Customer can specify that when he enters the predefined geo-areas, the light in his house will be turned on or the heating setting will be changed.

#### 39. Connection to Content Providers

With this Service the Provider enables the Customer to retrieve information from third-party content providers ("Content Providers") (e.g. currently Yelp and TripAdvisor) via a connection to these Content Providers. The information retrieved in this manner comes exclusively from the Content Providers.

#### 40. LINGUATRONIC online voice control

This Service gives the Customer the option of operating various functions in the vehicle and retrieving information from the Provider or Content Providers using voice control. Any voice control system that may be available in the vehicle is supplemented by voice recognition outside the vehicle in the Daimler Vehicle Backend.

The operation of certain topic areas may require activation of additional services. The Customer must - for example - have activated the Service "In Car Office" in order to use the topic area "In Car Office". For certain topic areas, such as messaging, the online LINGUATRONIC Voice Control System Service requires an active Bluetooth connection between the compatible device and the vehicle.

#### 41. Global Search

This Service enables the Customer to receive information via the Daimler Backend about vehicle functions, other Mercedes me connect services and information from the Provider or Content Providers using a central search service.

#### 42. Car Sharing

This Service enables the Customer ("Vehicle Lender") to share his vehicle with selected third parties ("Vehicle Borrowers").

#### 43. ECO display

This Service allows the Customer to view the vehicle operating data of the last trip (e.g. vehicle speed overview, shifting behaviour, start-stop statistics, etc.) via certain Use Gateways.

#### 44. Valet Protect

This Service allows the Customer to define an area for his compatible device via certain Use Gateways and to get automatic push notifications sent to his compatible device when his vehicle leaves this area. In addition, the Customer can use push notifications to obtain information on the times when the ignition of the vehicle is activated or deactivated.

#### 45. Speed Alert

This Service enables the Customer to define a speed limit via certain Use Gateways, and to receive notification on the Customer Portal when this limit is exceeded.

#### 46. Mercedes me Roadtrip

This Service enables the Customer to search for destination addresses and plan routes via the Mercedes me Roadtrip App and to send these to the vehicle.

#### 47. ENERGIZING COACH

This Service enables the Customer to receive personal recommendations for ENERGIZING Comfort Programs. The suggestions are based either on the data generated in the vehicle (e.g. trip duration) or on wearable data (e.g. stress or sleep data) if the Customer has connected

their compatible Third-Party Provider wearable per Bluetooth with the Mercedes me App.

**48. EQ Optimised Navigation**

This Service enables the dynamic display of optimised routes to the set navigation destination (including, for example, the calculation of charging stops) in consideration of available charging stations and the remaining driving range of the vehicle.

**49. EV Station POI**

This Service allows the Customer to display charging stations and the number of free charging points in the infotainment system of the Customer's vehicle. The Customer can also enter this information into the infotainment system as a destination address.

**50. Mercedes me Charge**

Through this Service the provider provides the Customer with the technical interface to selected third-party mobility providers (e.g. Digital Charging Solutions GmbH) ("Mobility Service Provider") with regard to the vehicle specification and within the scope of further services. The Customer must have activated the Charging Stations Service. The Mobility Service Provider shall enable the Customer to authorise himself at his chosen charging station via certain Use Gateways via third charging station operators ("Charging Station Operators") and to charge up his vehicle for a fee. The prerequisite for use is that the Customer registers with the Mobility Service Provider via a link and posts his payment data.

**51. IONITY: Discounted Fast Charging**

This Service enables charging at reduced prices in the fast-charging network of the Charging Station Operator IONITY GmbH ("Ionity"). The prerequisite for use is that the Customer has additionally activated the Mercedes me Charge Service.

**52. Personalised Navigation**

This Service gives the Customer the option to receive personalised suggestions for refuelling (e.g. in the event of lower established remaining driving range) based on a probability model, taking into account various factors and personal preferences.

**53. Individual Consumption Indicator**

This Service gives the Customer the option to view vehicle operating data of the vehicle (in particular the individual fuel consumption) and to compare them with the vehicle operating data of other Mercedes me connect customers. In addition, the Customer is provided with suggestions for improving the fuel consumption.

**54. Remote Engine Start (for pre-entry climate control)**

This Service enables the Customer to turn the vehicle engine on and off remotely via certain Use Gateways. This allows the Customer to heat his vehicle and to charge the vehicle battery. The vehicle runs for a maximum of ten minutes after an engine start.

**55. Stolen Vehicle Locator**

This Service enables the Customer to support the investigation authorities for locating his stolen vehicle by providing certain data via the CCC or a certified downstream provider.

**56. Mercedes me Deliver**

This Service enables the Customer to have goods delivered to the trunk of their vehicle by third-party service providers ("Service Providers"). Depending on the respective Service Provider, there may be other prerequisites for using the Service (e.g. creation of a User Account at the Service Provider or downloading an App of the Service Provider).

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**The data services for some Services and Functions in these Terms of Use are based on a technical application of a Third-Party Provider. Click here to see the Terms and Conditions:**

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

**The voice control function of certain services and functions in these Terms of Use is based on a technical application of a Third-Party Provider. To use the voice control function, the Customer must accept the Third-Party Provider's terms of use.**

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

These data protection notices inform you about the ways in which we will process your data if you use our Mercedes me connect information and telematics services ("Services"). Our data protection policy is based on the data protection guidelines applicable for the Provider. The data protection guidelines applicable for the Provider can be found on our website <https://www.mercedes-benz.com.my/passengercars/content-pool/tool-pages/legal/privacy-statement.html>.

In the event of any inconsistencies between this Privacy Notice or the Data Protection Notice found in the link [here](#), the Data Protection Notice shall prevail.

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

- 1.1 These data protection notices apply for the provision of the Mercedes me connect Services by the Provider and their use by the Customer and other drivers who the Customer allows to use the vehicle or individual functions.
- 1.2 The "Customer" is the vehicle user, within the meaning of Clause 2.1 of the General Part of the Terms of Use, who has registered with the Provider and accepted the Terms of Use. "Co-Users" are any other vehicle users who have been registered as co-users by the Customer within the meaning of Clause 9.1 of the General Part of the Terms of Use.
- 1.3 If the Customer allows another driver to use the vehicle, according to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect Services, the Customer is responsible for informing the other driver about the Services and the associated data collection, processing and transmission prior to departure, to obtain the other driver's consent thereto and advise them of the option to deactivate the Services.

In the event that the Customer, Co-Users or another driver provide the Provider with any Personal Data relating to the other driver, the Customer, Co-Users or another driver represents to the Provider that the Customer, Co-Users or another driver has obtained their consent for the Provider to process their

personal data in accordance with this Privacy Notice.

The Provider is not responsible or liable towards the other driver for the losses or liability as a result of the Customer, Co-Users or another driver failure to obtain the consent of the other driver. The Customer, Co-Users or another driver shall indemnify the Provider or Daimler for the damages or losses suffered as result of the breach of representation by the Customer, Co-Users or another driver.

- 1.4 The Provider reserves the right to amend these data protection notices.

#### **2. What are personal data?**

Personal data relate to information about an identified or identifiable natural person, for example, your name or your contact details, as well as other information with which you can be identified directly or indirectly, in particular by a reference to an identifying number, location data, an online identifier, or one or more special attributes, which reflect your physical, physiological, genetic, psychological, economic, cultural or social identity.

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

- 3.1 The Services are provided by the Provider, who processes your data as a controller.
- 3.2 For the provision of the Services, the Provider uses Daimler AG, Mercedesstraße 137, D-70327 Stuttgart, Germany ("Daimler") as the technical service provider for operating the "Daimler Backend"/"Daimler Vehicle Backend"/"Daimler Cloud Backend" (as defined respectively in Clause 4.9 of the General Part of the Terms of Use for the Mercedes me connect Services) and the associated storage, provision and processing of your personal data.  
Except in cases that are expressly specified in these data protection notices, in which Daimler receives your personal data as a controller, Daimler will act only as a processor on behalf of the Provider and according to its instructions. Further information about possible recipients of your data can be found in Clause 5 and 6 of these data protection notices.
- 3.3 You can contact the Provider at any time via the contact details listed at the end of these data protection notices. Further information on the Privacy Notice can be found at <https://www.mercedes-benz.com.my/passengercars/content-pool/tool-pages/legal/privacy-statement.html>.

#### **4. What data will be processed within the scope of my use of the Services and for what purposes will the data be used?**

- 4.1 The Provider processes the personal data of the Customer and any Co-Users, including the driver-related usage and vehicle data, insofar as necessary for the contractual performance for the provision of the Services, unless the Customer or Co-User has consented to further processing of his data or otherwise described in these data protection notices.
- 4.2 In general, the Provider collects and processes only vehicle-related data, and therefore no information that allows any inferences to other vehicle users who are not also Customers or Co-Users of the Services. If the Provider processes personal data of these persons, unless otherwise specified in these data protection notices, it does so only to the extent necessary for the protection of the legitimate interests of the Provider of contractual performance of the obligations to the Customer and effective provision of the Services (including to other drivers), or to the extent that the data subjects have consented to the processing of their data.
- 4.3 Technical data on the vehicle conditions according to Clause 4.12.3, Clause 4.13.10 and Clause 4.22.11. are processed by the Provider for the purpose of optimising vehicle functions for protection of the legitimate interests of the Provider (product liability obligation and assistance of the data in fault finding and product and quality improvement).
- 4.4 Data in accordance with Clause 4.13.3 and 4.29.2 will be processed by the Provider for the protection of the Provider's justified interests (assertion, exercise and defence of legal claims).
- 4.5 In addition, the Provider may process personal data of the vehicle user, which the Provider receives in connection with the provision of the Services
- to protect the legitimate interests of the Provider (assertion, exercise and defence of legal claims; for the protection of the data, the vehicles, the Daimler Vehicle Backend and/or other information processing systems required for the provision of the services) or
  - to fulfil a legal obligation, and may make the data available to third parties (in particular government agencies), if applicable, in order to clarify breaches of the Terms of Use, abuse of services or attempts to access data of other Customers and/or vehicle users without authorisation.
- 4.6 Furthermore, the Provider may store and process the data and the usage behaviour of drivers in a pseudonymised form for the purposes of tailoring and improving the quality of the Services, for product development (optimisation and development of vehicle functions), for scientific purposes and for informing the public about the Services, to the extent necessary for the protection of the legitimate interests of the Provider.
- 4.7 If necessary, the Provider may transfer to Daimler:
- technical data on the vehicle condition in accordance with Clause 4.12.3, Clause 4.13.10 and Clause 4.22.11, to protect the legitimate interests of the Provider and/or of Daimler (obligation to monitor the product and use of the data to assist in fault finding and product and quality improvement),
  - data in accordance with Clause 4.13.3, 4.39.6 and 4.29.2 for the protection of the legitimate interests of the Provider and/or of Daimler (assertion, exercise and defence of legal claims),
  - personal data of vehicle users, which the Provider receives in connection with the provision of the Services, in order to protect the legitimate interests of the Provider and/or of Daimler as specified in Clause 4.5 and/or in order to fulfil the legal obligations specified in Clause 4.5, or
  - personal data of vehicle users, which the Provider receives in a pseudonymised form in connection with the provision of the Services, for the purposes of protecting the legitimate interests of the Provider and/or of Daimler (tailoring and improving the quality of the Services, product development, in particular optimisation and further development of vehicle functions), for scientific purposes or for informing the public about the Services,
- and the aforementioned data will be processed by Daimler as the data controller for the aforementioned purposes and on the legal bases described above.
- 4.8 The Provider shall forward to Daimler anonymous evaluations of the concierge service from Clause 4.15.7, anonymised data containing information on the parking situation in accordance with Clause 4.20.1, anonymised data on the use of the Service in accordance with Clause 4.27.7, anonymised data on the use of the Service in accordance with Clause 4.39.7 and anonymised data on fuel consumption in accordance with Clause 4.37.4.
- 4.9 Failure to supply personal data may:-
- (a) result in the Provider being unable to provide the Customer or Co-User with the notices, Services and/or products requested;
  - (b) affect Customer or Co-User's ability to enter into any necessary agreement in relation to the purchase of the Provider's products and/or use of the Provider's Services;
  - (c) result in the Provider being unable to update the Customer or Co-User on the Provider's latest products, services, promotions, events and/or launches.
- 4.10 The Customer and/or Co-User is able to post voluntary data (e.g. body height) in their user account. The Customer can delete such data in the Customer Portal at any time.
- 4.11 For the provision of the Services, in particular for technical processes such as the transmission of service-related information, activation or deactivation of Services or determination of the connection status, depending on the vehicle

equipment, the vehicle will connect itself to the Daimler Vehicle Backend on a regular basis or permanently based on the vehicle identification number (VIN). The Provider processes the transmitted information (e.g. the connection status of the vehicle) for this purpose.

#### **4.12 Maintenance Management; Telediagnosics; Accident Recovery and Breakdown Management; Accident Recovery; Breakdown Management; Remote Vehicle Diagnostics Services**

- 4.12.1 For the provision of the above Services the Provider processes the contact details of the Customer, GPS data of the vehicle and technical data to establish the vehicle condition (e.g. vehicle identification number (VIN), workshop code/service code, wear information on diagnostics-capable components and mileage). The current vehicle position is used only for the Services "Accident Recovery and Breakdown Management" and - if also booked - the "Concierge Service" (for vehicles with Modus 2), or "Accident Recovery" and "Breakdown Management" (for vehicles with Modus 1). To the extent required for the service performance, the data will be passed on to third parties, for example to the Mercedes-Benz or smart Partner, named by the Customer who is entrusted with the performance of the repair and maintenance services for vehicles of the Mercedes-Benz or smart brand of Daimler ("Service Partner"), the nearest service partner for breakdown assistance or any other road assistance companies. When using the "Remote Vehicle Diagnostics" Service, diagnostic data (short diagnostics test and technical data in order to determine the vehicle's condition) are processed by the Provider, the CCC and the Service Partner specified by the Customer, for the purpose of providing the Service, to the extent necessary for the performance of this Service. The short diagnostics test includes a review of the technical status and any defects of the vehicle.
- 4.12.2 In order to provide the best possible service, upon activation of the "Accident Recovery or Breakdown Management" Service after a call has been triggered by the vehicle, the vehicle data required for the provision of all call services activated by the Customer (e.g. technical data in order to determine the vehicle's condition, whether the call was triggered manually/automatically, the time of the last eCall, information on any force detected by the parked vehicle) will be transmitted to the Daimler Vehicle Backend. In order to find the location of the accident or breakdown, or to be able to provide the Customer with location-specific information (e.g. answer questions about the nearest Mercedes-Benz service centre) during an information call or, if applicable, Concierge Service call, the current vehicle position will be transmitted to the Provider if applicable. At the start of each call, the Customer must select the relevant

Customer concern over the phone. Depending on the Customer's concern, the vehicle data required for the service is then made accessible to the Call Agent in the CCC. The Customer has the option of deleting the vehicle data transmitted to the Daimler Vehicle Backend by briefly deactivating and reactivating all previously activated call services (Concierge Service and possibly Accident Recovery and Breakdown Management), to the extent such vehicle data are stored only for call services.

- 4.12.3 The technical data on the vehicle condition transmitted as part of the above services are also processed and used by the Provider to optimise vehicle functions. This data are purely of a technical nature and relate only to the vehicle and vehicle condition they are not suitable for the creation of movement profiles based on routes travelled.

#### **4.13 Services Remote Retrieval of Vehicle Status/ Remote Status; Stationary Heater Programming/Air Control; Programming Charging Settings, Pre-Entry Climate Control; Remote Door Closing and Opening; Remote Window Closing and Opening; Remote Sunroof Closing and Opening, Window Closing and Opening; ECO Display; Personalisation; Theft Notification with Park Damage Detection; Remote Engine Start (for pre-entry climate control)**

- 4.13.1 To the extent required for the provision of the above Services, the Provider processes the retrievable status information (e.g. tank fill level, mileage, average fuel consumption, ECO score, tyre pressure, maintenance interval, auxiliary heater programming information, vehicle door open status, boot, sunroof, rain sensor status). In addition, the Provider collects and processes additional personal data to the extent described below in relation to the individual Services.
- 4.13.2 As a rule, data are captured and stored automatically at regular intervals in the event of changes in the current status. For status information, up to three events are stored and displayed. New status information replaces older status information.
- 4.13.3 Data regarding the use of the "Remote Door Locking and Unlocking" Service are stored for six months to ensure traceability of commands executed by the vehicle for fulfilment of the contract and for documentary purposes to protect the legitimate interests of the Provider (assertion, exercise and defence of legal rights).
- 4.13.4 For the "Remote Retrieval of Vehicle Status/Remote Status" Service the Provider processes data regarding the charging status, charging process and charging prognosis of the battery and, if applicable, location details of the charging station for an overview of the battery charging process for battery powered vehicles. Necessary vehicle data (for example, the pre-set

- time of next use) is processed to facilitate the remote-control functions.
- 4.13.5 For the "ECO Display" Service, available status information (e.g. ECO score) of the "Remote Retrieval Vehicle Status/Remote Status" Service and aggregated data on the driving style (e.g. distribution and average values of speed, acceleration, delays, switching speeds, classification of delay stretch, duration of trip and use of the ECO Start-Stop function) are collected and processed at the end of the trip.
- 4.13.6 For the "Personalisation" Service the Provider processes the settings and profile information saved in the profile. The profiles set up with the "Personalisation Service" can be retrieved in the vehicle by the respective driver of the vehicle as well as by the Customer and all Co-Users via certain other Use Gateways. Profiles which are set up or changed in the User Account in the Daimler Vehicle Backend that have previously not been transmitted to the vehicle will remain saved in the User Account. The profiles saved in the User Account can be deleted by the Customer and Co-Users via the Customer Portal. If a User Account saved in the profile is deleted, the Service is deactivated or the User Account is deleted on the Customer Portal, the relevant profile data in the vehicle is automatically deleted for certain models. If necessary, the Customer must also initiate deletion of the profiles in the vehicle themselves.
- 4.13.7 For the "Personalisation" Service, data that was voluntarily posted by the user in the user account (e.g. body height) may be used, if so required for the provision of the Service.
- 4.13.8 For the "Theft Notification and Parking Damage Detection" Service the Provider processes the information reported by the vehicle about the time and source of the alarm activation and/or about the time, strength and direction of the forceful impact. The last impact is stored and displayed. A new impact replaces the previous one.
- 4.13.9 For the "Remote Engine Start (for pre-entry climate control)" Service the internal temperature, ignition status, end time and battery voltage are collected and processed by the Provider.
- 4.13.10 The technical data on the vehicle condition transmitted as part of the above services are also processed and used by the Provider to optimise vehicle functions. This data are of a purely technical nature and relate only to the vehicle and vehicle condition - they are not suitable for the creation of movement profiles based on routes travelled.
- 4.14 Parked Vehicle Locator; Vehicle Tracker; Route Planning; Geofencing; "Last Mile Navigation" Function; "Trip Statistics" Function; "Driving Time Forecast" Function; Valet Parking and Curfew Minder; Speedfencing Services**
- 4.14.1 To the extent required for the provision of the above Services the Provider processes personal data, in particular the geoposition of the vehicle. For this purpose, the GPS coordinates of the vehicle are transmitted to the Provider and stored for the purposes of display via certain Use Gateways of the Customer and the Co-Users authorised by the Customer.
- 4.14.2 For these Services, the respectively last location will be stored and displayed. Previous vehicle location data will be overwritten by the respectively updated vehicle location data. With the deactivation of the above Services by the Customer or Provider all saved GPS data will be deleted. The Provider will neither generate nor store any further journey profiles.
- 4.14.3 In order to ensure transparency for the vehicle user the Provider has included a tracking symbol as part of the infotainment system in the vehicles suitable for the above Service. This symbol appears as soon as the "Vehicle Tracker" and/or "Geofencing" Service is activated and - dependent on the vehicle equipment - the "Transmit vehicle position" setting is activated in order to indicate that GPS data are being collected during the trip.
- 4.14.4 The Customer is hereby instructed that, as a result of the use of the above Services and in particular if Co-Users are authorised, it is possible for all authorised users to obtain information about the use of the vehicle by the Customer or by persons who drive or have driven the respective vehicle.
- 4.14.5 In the "Parked Vehicle Locator" Service, for data protection reasons, the Customer is only able to call up the location of the vehicle if the vehicle is within a distance of approximately 1.5 km or 1 mile. When an inquiry is made, the location of the compatible device being used is also tracked in order to calculate the distance between the vehicle and the Customer. The compatible device must allow tracking of its location for this purpose.
- 4.14.6 For the "Vehicle Tracker" and "Geofencing" Services, collection and storage of the geoposition by the Provider takes place at regular intervals during the journey. For the Services "Parked Vehicle Locator" and "Route Planning", the location data for the vehicle will be collected and stored at the end of the trip.
- 4.14.7 For the Service "Valet Parking and Curfew Minder", the GPS location and ignition status at the start and end of the respective trip are collected and stored.
- 4.14.8 When using the "Last Mile Navigation" function, the vehicle geoposition recorded by the Provider and the destination address selected by the Customer will be transmitted to the Customer's compatible device at the end of the journey to enable the Customer to continue navigating to their destination address using the navigation function of their compatible device. The Provider will not, in connection with this function, permanently store the information collected for the aforementioned purpose.
- 4.14.9 For the "Speedfencing" Service, the pre-set limit as well as previous events are stored with vehicle identification number (VIN), date, vehicle position

- and the limit. The Customer will have the opportunity to delete the stored trip statistics at any time via certain Use Gateways.
- 4.14.10 When using the "Driving Time Forecast" function, the data necessary for provision of the Service (e.g. the locations selected by the Customer and related traffic information, such as journey routes, arrival times, journey duration and traffic situation) will be processed by the Provider, to the extent that this is necessary to provide the function, in particular to display the desired information on the Customer's compatible device. Information, which is requested by the Customer, will be delivered by a Content Provider. The Content Provider will be provided with merely anonymous data for purposes of retrieving the relevant information so that the Content Provider will not gain access to any form of the Customer's personal data.
- 4.14.11 When using the "Trip Statistics" function, the Provider processes the status information which is retrievable from the vehicle (e.g. average speed, distance and vehicle occupancy time) for the purposes of generating and displaying the trip statistics. The data are automatically collected and updated on a regular basis (where the relevant status changes). The Provider will store the data in aggregated form for a period of no more than one year in each case. The Customer will have the opportunity to delete the stored trip statistics at any time through his User Account. In addition, the recording of data for creation of trip statistics can be prevented at any time if the driver deactivates the "Vehicle Tracker" Service in accordance with Clause 4.14.12.
- If the Customer allows another driver to use the vehicle, according to Clause 7.11 of the Terms of Use for the Mercedes me connect Services, the Customer is obligated to inform the other driver prior to the commencement of the trip about the generation of trip statistics and the related data collection and processing, as well as about the possibility of deactivation pursuant to Clause 4.14.12.
- 4.14.12 The above Services can be activated or deactivated by the Customer at any time via his User Account or with assistance from a Service Partner. The tracking function for the "Vehicle Tracker" Service and the "Geofencing" Service can also be disabled at any time from the vehicle by the driver establishing a telephone connection with the CCC by pressing the "i" button or the me button in the overhead control panel or dialling the "MB Contact" or "Mercedes me connect" or "Mercedes connect me" phone book entry, depending on the model series, and requesting deactivation of the Service. It is not possible to use this method to activate the Service. Even drivers who are neither the Customer nor Co-Users can have this Service deactivated. While the tracking function for the "Vehicle Tracker" Service is disabled, no data will be processed to record and update trip statistics. The

Services "Parked Vehicle Locator" and "Route Planning", together with the associated tracking function, cannot be activated or deactivated by contacting the CCC from the vehicle itself. This is done in order to prevent locating the vehicle through deactivation of the Services.

Depending on the vehicle equipment, the transmission of the vehicle's GPS position for the Services "Parked Vehicle Locator", "Vehicle Tracker", "Route Planning" "Geofencing" "Valet Parking and Curfew Minder" will also be activated and deactivated via the setting "Transmit vehicle position" in the vehicle's infotainment system. The related Services will not be deactivated.

#### 4.15 Concierge Service

- 4.15.1 The Provider processes personal data, in particular the vehicle identification number (VIN), the telephone number of the Customer, current vehicle location (for provision of location-based information), to the extent required for the provision of the above Service, in particular for the processing of the concerns of the vehicle user.
- 4.15.2 To provide the "Concierge Service" the Provider collects and processes the vehicle identification number (VIN), the current vehicle position (for providing location-based information) and other data, if applicable, if this is necessary to handle the vehicle user's issues.
- 4.15.3 In addition, a history of the Customer's information requests is stored (subject matter of the information request, recommendation by the concierge, date and time of the information request) ("Inquiry History"). The Customer can query the Inquiry History, for example, in order to get another recommendation from the Concierge. The Inquiry History will be saved for twelve months and will be used only to the extent necessary to provide the Service. The Inquiry History is not assessed by the Provider. The Inquiry History can only be queried with the security question and answer.
- 4.15.4 As the information requests are made by telephone and the vehicle identification number (VIN) of the Customer's vehicle is processed by the Provider and the Customer's telephone number is processed during queries made via the Customer's mobile phone, it is possible that inferences to the Customer or the respective User may be made. However, such data will be used only insofar as necessary for the provision of the Concierge Service (e.g. for sending route information to the infotainment system of the Customer's vehicle).
- 4.15.5 In order to enable providing the best possible Service, when a call is activated from the vehicle, all vehicle data required for the performance of all call services activated by the Customer are transmitted to the Daimler Vehicle Backend. In order to find the location of the accident or breakdown, or to be able to provide the Customer with location-specific information (e.g. answer questions about the nearest Mercedes-Benz service centre) during an

information call or, if applicable, Concierge Service call, the current vehicle position will be transmitted to the Provider if necessary.

- 4.15.6 At the start of each call, the Customer must select the relevant Customer concern over the phone. Depending on the Customer's concern, the vehicle data required for the service is then made accessible to the Call Agent in the CCC. The Customer has the option of deleting the vehicle data transmitted to the Daimler Vehicle Backend by briefly deactivating and reactivating all previously activated call services ("Concierge Service" and possibly "Accident Recovery and Breakdown Management"), to the extent such vehicle data are stored only for call services.
- 4.15.7 For the service performance, the language set in the User Account for the Concierge Service will be processed.
- 4.15.8 To improve the service quality, service and quality-related data will also be stored as part of the "Concierge Service". The Provider analyses the service and quality-related data on an anonymous basis to improve the quality of the Concierge Service.

#### 4.16 Digital Vehicle Key Service

- 4.16.1 To provide this Service the Provider stores the Customer's mobile number and transmits it to a third-party Service Provider, which processes the mobile number in order to transmit a Virtual Key to the compatible device.
- 4.16.2 For security purposes the Provider saves the Secure Element Identification Number of the compatible device and transmits it to a third-party Service Provider in order to ensure that misuse of the "Digital Vehicle Key" Service can be prevented.
- 4.16.3 In addition, the opening steps in the Customer's vehicle are saved for the processing of Customer complaints and the function analysis.
- 4.16.4 To process a "Virtual Key on a Digital Vehicle Key Sticker" order in the Customer Portal, the Provider passes on the Customer's contact details to the Service Partner specified by the Customer.

#### 4.17 Live Traffic Information; Car-to-X Communication Services

- 4.17.1 In order to use the Service "Live Traffic Information", vehicle locations are regularly transmitted from the Customer's vehicle to the Daimler Vehicle Backend. The data are anonymised there by the Provider and are then transmitted in anonymised form to a Third-Party Content Provider. These anonymised data are used to transmit to the vehicle the traffic information which is relevant for the current position of the vehicle. On the other hand, the vehicle itself contributes to improving the quality of the traffic information serving as a sensor for the traffic flow using the anonymised data. The anonymised data are not stored permanently.
- 4.17.2 In order to use of the 'Car-to-X Communication' Service, the vehicle's positions and, as necessary, any traffic information about hazard situations

automatically recorded by the vehicle and any reports on hazard situations manually issued by the driver, including the vehicle's location at the time, are regularly transmitted from the Customer's vehicle to the Daimler Vehicle Backend. The data are anonymised there by the Provider and then transmitted in anonymised form to a Third-Party Content Provider. The anonymised data are also transmitted to other vehicles which have activated the Service. Similarly, anonymised traffic information and reports on hazard situations which are of relevance to the vehicle's current location are transmitted to the Customer's vehicle. The anonymised data are not stored permanently.

- 4.17.3 When transmitting the anonymised GPS data of the vehicle, traffic information about dangerous situations and reports about dangerous situations manually issued by the driver, that are connected with Live Traffic Information and Car-to-X Communication, to the Third-Party Content Provider or to other vehicles for which the Service is activated, it is not possible to draw any inferences relating to the vehicle or to the Customer or driver.
- 4.17.4 Live Traffic Information and Car-to-X Communication can be deactivated via the User Account or at a Service Partner workshop.

#### 4.18 Services (Mercedes-Benz Apps): Internet Radio; Local Search, "Send2Car" Function; Weather; e-Navigator; Dictation; Other Mercedes-Benz Apps

- 4.18.1 For the "Internet Radio" Service, the current location of the vehicle and, if necessary, the destination address entered will be collected by the Provider and transmitted in anonymised form to a Third Content Provider for the purposes of performing an internet radio station search in the radius of the vehicle's current location, and in the destination area. The most recent 10 radio stations are also stored by the Provider in the Daimler Vehicle Backend. The Provider also transmits any Customer login to the respective Content Provider if this is necessary to provide the desired Service. To the extent that the Customer or a Co-User has stored an access password for a particular Multimedia Service, access is also available to all other users in the vehicle. The access password itself is not, however, visible to the other users.
- 4.18.2 For the "Local Search" Service, the current location of the vehicle and, if necessary, the destination address entered are collected by the Provider and transmitted in anonymised form to a Third-Party Content Provider, which uses them to provide the information. The last 10 search terms and the favourites selected by the Customer are stored by the Provider in the Daimler Vehicle Backend.
- 4.18.3 For the "Send2Car" function, addresses and points of interest (e.g. restaurants, hotels, shops) are processed by the Provider and transmitted to the vehicle's infotainment system.

- 4.18.4 For the "Weather" Service, the current location of the vehicle and the selected map section is collected by the Provider and transmitted in anonymised form to a Third-Party Content Provider, which uses them to provide the information. The favourites selected by the Customer are stored by the Provider in the Daimler Vehicle Backend.
- 4.18.5 For the "e-Navigator" Service, the current location of the vehicle, the map section selected, the route selected, and the charging plug type for the battery-powered vehicle pre-set by the Customer are transmitted in anonymised form to a Content Provider, which uses these data in order to provide the information.
- 4.18.6 The transmission of the current location of the vehicle, the map section selected, the destination address input, as well as, depending on the circumstances given, the route selected, the pre-set charging plug type for battery-powered vehicles and the battery charging status in anonymised form to a Content Provider will not allow for any inferences regarding the vehicle or the Customer/driver.
- 4.18.7 If the voice control functionality is used within the scope of the above services, the transmission of the audio data files of the spoken search term to the Third-Party Provider for purposes of voice recognition may potentially allow for inferences regarding the Customer and/or the respective user and the Customer's vehicle. The audio data, however, are used only as far as necessary to provide the voice control function.
- 4.18.8 To the extent the Customer has acquired data volumes from a mobile communications provider's customer portal and the said mobile communications provider is obliged to inform the Provider accordingly, this information will be displayed for the Customer on the Customer Portal.

#### 4.19 Online Music Service

- 4.19.1 For the "Online Music" Service, the Provider stores access data derived after the setup by the Customer and transmits these to the Third-Party Provider (e.g. Tidal) "Music Provider" selected by the Customer. Access is provided to all other users. To speed up access, the provider stores and processes the last track played in the vehicle. For the control and playback of media content, the provider transmits the control information to the music provider in edited form.
- 4.19.2 In order to provide the above Service, the Provider uses a Microsoft Azure cloud environment ("Daimler Cloud Backend"). The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud

Backend. The vehicle location determined for this purpose is deleted immediately afterwards.

- 4.19.3 If the Customer makes the vehicle available for use by another driver, the Customer is obliged in accordance with Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect Services to inform the other driver of the Services and the associated data processing before the start of the journey, as well as of the possibility of deactivating the above-mentioned Service.

#### 4.20 Services Park; Petrol Station Prices; Online Map Update; e-Navigator/Charging Stations; Local Search; Weather; Predictive Navigation

- 4.20.1 For the "Park" Service, data on the queried position ("Position Data") (e.g. the current vehicle position, the current position of the mobile device, the midpoint between the current vehicle position and the position of the mobile device, the selected map section and/or the selected route) are transmitted through the Customer's chosen Use Gateways to the Daimler Vehicle Backend, where they are anonymised by the Provider and further transmitted in anonymised form to a Third-Party Content Provider who uses the data for the provision of information. For the use of the Service, while entering and exiting a parking space the position of the vehicle is transmitted to the Daimler Vehicle Backend, where it is anonymised by the Provider and further transmitted in anonymised form to a Content Provider. In addition, when driving at up to 55 km/h the vehicle records available parking spaces and transmits the vehicle position, the measuring accuracy and the size of the parking space identified to the Daimler Vehicle Backend, where they are anonymised and transmitted in anonymised form to a Third-Party Content Provider.

These data are also used to transmit information to the vehicle about the parking space situation which is relevant for the current position of the vehicle. On the other hand, with the anonymised data, the vehicle itself contributes to improving the quality of parking information as a sensor for the parking-space situation. The anonymised data are stored by the Provider.

- 4.20.2 If the Customer uses the "Park" Service function to rent, reserve and pay for multi-storey car park spaces, the Provider processes the Customer's contact details to process the Mercedes-Benz Parking Card ("RFID card") order. The RFID Card number and, at a later date, the vehicle registration number are transmitted by the Provider to the Third-Party Content Provider Parkopedia Ltd., United Kingdom ("Parkopedia") for service provision. In the event of a reservation the name and the vehicle registration number will be transmitted to Parkopedia for the performance of the Service. Parkopedia passes on the number of the RFID card and/or vehicle registration number to third-party parking space providers (e.g. car park operators or

public and private parking space managers) ("Third-Party Parking Space Providers") for service provision, in particular to enable entry/exit and billing.

If the Customer uses the function to rent and pay for street parking, the Provider transmits customer data (email address and vehicle registration number) to Parkopedia for the provision of the Service. Parkopedia processes these data for the purpose of sending invoices and passes on the vehicle registration number to Third-Party Parking Space Providers involved in the booking for the Service, in particular for checking parking authorisation on site. When a Customer books a parking space, booking information (e.g. user ID and start time) is transmitted to Parkopedia, which passes on the booking information to selected Third-Party Parking Space Providers.

The collection and storage of payment data on the Customer Portal takes place directly at the Third-Party Payment Provider. The Provider processes data regarding entries/exits, the respective associated RFID Card number and, at a later date, the registration number (for car park spaces) or user ID (for street parking) received from Parkopedia or Third-Party Parking Space Providers to carry out customer allocation for the Third-Party Parking Space Providers and to enable them to issue bills. For this purpose, the Provider transmits the billing amount and billing-relevant payment data to the Third-Party Payment Provider. If the Third-Party Parking Space Providers should need certain personal data of the Customer (e.g. name, address) for legal tax reasons, the Provider will pass on such data to the respective Third-Party Parking Space Provider for the fulfilment of the contract. Invoices received from Parkopedia or Third-Party Parking Space Providers and information on past bookings are processed by the Provider for the purpose of display via certain Customer Use Gateways.

4.20.3 For the "Petrol Station Prices" Service, the current location of the vehicle, the selected map section and the selected route will be collected by the Provider and transmitted in anonymised form to a Third-Party Content Provider, which uses them to provide the information.

4.20.4 For the "e-Navigator/Charging Stations" Service, the current vehicle location of Mercedes-Benz vehicles, the selected map section and the selected route are collected by the Provider and transmitted in anonymised form to a Third-Party Content Provider, which uses them in order to provide the information.

For certain Mercedes-Benz vehicles with battery electric drive, the charging plug type pre-configured by the Customer and, where applicable for calculating the driving range polygon, the battery charge status are also transmitted in anonymised form to a Content Provider, which uses these data to provide the information. For smart vehicles with battery electric drive the data required for this Service, e.g. the current

vehicle position and the charger plug type pre-configured by the Customer, are transmitted to the Daimler Vehicle Backend. The vehicle position and the charger plug type pre-configured by the Customer are sent in anonymised form to a Content Provider that uses these data to provide the information.

4.20.5 For the "Local Search" Service the current vehicle position, the current selected language and, if applicable, the entered destination address are transmitted to a Content Provider, which uses these data to provide the information.

The last search terms and the favourites selected by the Customer are stored by the Provider in the Daimler Vehicle Backend. Furthermore, for voice searches, the audio data for the spoken search terms are transmitted to a Third-Party Provider for the purposes of speech recognition.

4.20.6

For the "Weather" Service the current location of the vehicle and the current language setting are collected by the Provider and transmitted in anonymised form to a Third-Party Content Provider, which uses them to provide the information. To provide the "Weather" Service, the Provider uses a Microsoft Azure cloud environment ("Daimler Cloud Backend"). The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards. The favourites selected by the Customer are stored in the central Daimler Cloud Backend.

4.20.7 In the transmission of the current location of the vehicle and of the mobile device, the mid-point between the vehicle's current location and the location of the mobile device, the chosen map extract, the destination addresses that have been entered and, as appropriate, the chosen route, the type of charge plug pre-set by the Customer for vehicles with battery-electric drive and the battery charge state in anonymised form to the Content Provider, it is not possible to identify the vehicle or the Customer or the driver.

4.20.8 The transmission of the audio data files of the spoken search term to the Third-Party Provider for purposes of voice recognition may potentially allow for inferences regarding the Customer and/or the respective user and the Customer's vehicle. However, the audio data are used only as far as necessary to provide the voice command function.

4.20.9 The Service "Predictive Navigation" involves a learning algorithm which generates suggestions for destination addresses, but only after a certain



period of time. The geoposition of the starting location and destination, the weekday and the times of previous trips during which the Service was active, are included in the probability model. The Customer can activate and deactivate the Service at any time in the Mercedes me connect App. The data processing for the probability model is only started by activating the Service in the Mercedes me connect App. If the Service is active and there is a Bluetooth connection between the Customer's vehicle and the Customer's compatible device, the geo-positions of the starting location and the destination, the weekday and the time of previous trips by the Customer are recorded. At the end of the trip, a probability model is calculated in the Mercedes me connect App on the basis of these data in order to predict future destinations, and the probability model is stored in the Customer's compatible device using the Mercedes me connect App. Subsequently, individual trips can no longer be identified using the probability model. If the Customer deactivates the Service in the Mercedes me connect App, no other trips are recorded. By executing the function "Delete data" in the Mercedes me connect App or by deleting the Mercedes me connect App from the Customer's compatible device, all data under the probability model are deleted.

#### 4.21 Remote Parking Assist Service

4.21.1 The above Service, the last 10 reasons for stopping the parking or manoeuvring operation using the Remote Parking Assist and the version of the Remote Parking App used in these operations are recorded in the vehicle. These data will be evaluated, as necessary, at the workshop of Service Partners for purposes of failure analysis.

4.21.2 In order to display an image of the Customer's vehicle for the Customer in the Remote Parking App, the Remote Parking App calls up a one-time image of the vehicle on the basis of the vehicle identification number (VIN) from the Daimler Vehicle Backend. The vehicle image is saved locally on the Customer's compatible device.

#### 4.22 Services for Mercedes me Adapter: **My Vehicle; Maintenance Management; My Trips; Park and Find; Refuelling; Dealer Search; My Dealer; Accident & Breakdown; Reminder; Service Appointment Request**

4.22.1 In order to provide the above Services, the MAC address of the Customer's compatible device is collected and stored by the Provider in order to enable streamlined linking for creation of the Bluetooth connection between the Adapter and the Customer's compatible device in the vehicle.

4.22.2 As part of the "My Vehicle" Service, the Provider processes vehicle operating data (e.g. tank fill level, total mileage, battery voltage) with the respective reference time (date and time) and other information (e.g. saved Service Partner), to enable

the Customer to see the current status of his saved vehicle on his compatible device.

4.22.3 To provide the "My Vehicle" and "Maintenance Management" Services, the data required for the respective Services are automatically transmitted to the Provider at the end of each journey via the Customer's compatible device and stored there. The Customer may access only the last available data including the respective reference time (date and time) via the Adapter App using the "My Vehicle" Service.

4.22.4 For the purpose of providing the "Maintenance Management" and "Accident & Breakdown" Services, the Provider processes the Customer's contact details, geoposition data of the compatible device to establish the accident or breakdown location and technical data to determine the vehicle condition (e.g. vehicle identification number/VIN, mileage, maintenance information, tank fill level, ignition status and for some model series, control unit version information). To the extent necessary for the performance of the Services, the Provider will transfer personal data to third parties, e.g. to the Service Partner selected by the Customer, to the nearest Service Partner for breakdown assistance, or to roadside assistance organisations.

4.22.5 For the "My Trips" Service, the date, time (start, end, duration), odometer reading (start, end, distance travelled) and location (after converting the GPS coordinates into an address) of the respective trip are stored on the Customer's compatible device. This Service records the trips automatically if the Adapter and the Adapter App are linked. In the process, the Customer can specify in the settings of the Adapter App how the GPS coordinates are to be logged (no GPS recording, recording only of the start and end of the respective journey, cyclical logging for exact recording of the journey). Individual trips may be deleted again at a later time. If the Customer has activated the function, a Driver Score will be recorded for the respective trip on the basis of aggregated speed values and will be processed on the Customer's compatible device.

4.22.6 To facilitate the Customer's use of the "Park and Find" Service in order to save and display the location of his parked vehicle on his compatible device, the Customer's location will be recorded at the end of the trip on his compatible device and saved in an address format in the Adapter App. The Customer can always access only the last location of the vehicle as recorded by his compatible device. The Customer can specify at any time in the settings of the Adapter App whether or not he wishes to allow the location to be recorded for this function. Irrespective thereof, the Adapter App always records the parking time. The Customer also has the option to add additional information (photo and comments about the location). For the function "Find Parking Space" the current position of the mobile device or a location selected by the Customer is transmitted to the Daimler Backend,

- anonymised and sent in an anonymised form to a Content Provider, which in turn uses it for the information provision.
- 4.22.7 To assist the Customer with keeping a fuel log, the "Refuelling" Service automatically records the Customer's refuelling processes and saves this data along with additional information (e.g. the date, time, location (determined using location-positioning data of the Customer's compatible device), mileage and refuelling volume) on the Customer's compatible device. The Customer may at any time activate and deactivate the recording of his GPS coordinates in the settings of the Adapter App. The Customer also has the option to add additional information (manual refuelling, processes, notes). For the "Find Petrol Station" Service, the current location of the mobile device and the chosen map extract is transmitted in anonymised form to a Content Provider, which will use this data in order to provide the parking information.
- 4.22.8 If the Customer uses the radius search as part of the "Dealer Search" Service, the geoposition of the compatible device is detected via the Adapter App and transmitted to the Provider. The geoposition is processed exclusively for this purpose by the Provider in order to be able to show the Customer the Service Partners in the selected radius.
- 4.22.9 If the Customer makes the manual call to CCC for the "Accident & Breakdown" Service, the relevant data (vehicle identification number/VIN, GPS coordinates, odometer reading, service maintenance information, fuel tank level, ignition status and - for some model series - control device version information) is transmitted automatically to the CCC. For the function "Car Health Monitor", information on warning lights in the instrument cluster is recorded.
- 4.22.10 The "My Trips", "Park and Find", "Refuelling", "My Dealer" and "Accident & Breakdown" Services allow the Customer to record and save specific information using the Adapter App (such as notices of claim, list of trips, current location of the vehicle (Vehicle Tracker), parking time, fuel log). Unless otherwise stated in these data protection notices, the processing and storage of this data will take place only locally on the Customer's compatible device. The Provider has no access to any information stored on the compatible device. Insofar as the respective Services include the option to export information saved on the compatible device, this occurs solely at the instigation of the Customer via the communication channel selected by the Customer. The Provider has no influence on the export of the data and no knowledge of the exported information. The Provider transmits the location or route from the Adapter App to the map provider in order to enable conversion of the GPS position data to an address and comparison of the route recorded with map data (if available for the compatible device).
- 4.22.11 The technical data relating to the vehicle condition transmitted as part of the Mercedes me Adapter Services are processed and used by the Provider to optimise vehicle functions. This data are of a purely technical nature and relate only to the vehicle and vehicle condition - they are not suitable for the creation of movement profiles based on routes travelled.
- 4.23 In-Car Office Service**
- 4.23.1 After the Customer has set up the Service on the Customer Portal, the Provider stores the access data for accessing the collaboration account set up by the Customer with a compatible Third-Party Provider and uses this for provision of the Service. The access data are be stored in an encrypted format. Depending on the Third-Party Provider, this takes place in different formats, for example in the form of a key generated from the access data or derived access data.
- 4.23.2 For the "Navigation to Appointment" function, the location referenced in the calendar entry is transmitted to the Content Provider for the purpose of improving the determination of the navigation destination.
- 4.23.3 The Provider will process the telephone number entered on the Customer Portal for the provision of the functions "Telephone Call" and "Telephone Conferences" and the dial-up data of the telephone conference for the purpose of performing the Service.
- 4.23.4 The functions of the Service and the entries from the Collaboration Account held with the Third-Party Provider displayed in the vehicle, such as calendar entries, to-do list tasks, emails and conference calls, are visible to all persons using the vehicle unless the Service is deactivated.
- 4.23.5 The Service can be activated and deactivated by the Customer at any time via certain Use Gateways, in particular the Customer Portal.
- 4.23.6 When using the above Service for business purposes, the Customer is advised that processing by third parties takes place. The Customer must check if his business communication can be processed legally using the above Service. This applies in particular to persons who are subject to professional confidentiality requirements.
- 4.23.7 To provide the Service, the Provider uses a Microsoft Azure cloud environment ("Daimler Cloud Backend"). The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.

4.23.8 If the Customer allows another driver to use the vehicle, according to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect Services, the Customer is responsible for informing the other driver prior to the commencement of the trip about the Services and the related data collection and data processing as well as about the possibility to deactivate the Service.

#### 4.24 Interface to Third-Party Providers Service

4.24.1 As part of this Service, the Customer can specify on the Customer Portal which types of data should be shared with which Third-Party Providers and whether the Third-Party Provider is permitted to transmit data to the Provider ("Data Sharing"). Personal data provided to us will generally be kept confidential but the Customer hereby consents and authorises the Provider to provide or disclose their Personal Data to Third-Party Providers unless the Customer specifies in the Customer Portal the types of data that should not be shared with Third-Party Providers.

No data are independently collected and stored from the vehicle for this Service. Only data already available from other activated Services can be passed on, providing this is provided by the Provider in the individual case and the Customer approves the data release. For example, this applies to vehicle status data of the "Remote Retrieval of Vehicle Status" Service and to vehicle location data of the "Geofencing" Service.

4.24.2 For communication between the Provider and the Third-Party Provider, as part of this Service, data processing is carried out by the Provider in a cloud environment, operated by a service provider on behalf of the Provider. Depending on the Third-Party Provider, this is a Microsoft Azure Cloud environment, a Google Cloud environment and/or an Amazon Web Services Cloud environment.

4.24.3 For certain Third-Party Providers, communication between the Provider and the Third-Party Provider is not direct, but takes place as part of a transmission via a subsidiary of Daimler, which will be shown on the data release dialogue if applicable. For this purpose, data are exchanged on a regular or event-driven basis.

4.24.4 After setup, the Third-Party Provider selected by the Customer will receive derived access data for access to the data held by the Provider. The derived access data transmitted to the Third-Party Provider provide the Third-Party Provider with a read or write access to the Customer's data, depending on the data released by the Customer.

4.24.5 The Provider has no influence on the processing of personal data by Third Party Providers, therefore, the Provider is not responsible for this under the Personal Data Protection Act 2010 and shall be not be held responsible for their data policies procedures. It is possible that Third Party Providers carry out data processing outside of Malaysia. As a controller, the Third Party Provider is independently

responsible under the Personal Data Protection Act 2010 for the data transmitted to it by the Provider at the Customer's request. The Third Party Provider's terms of use and privacy notice can be accessed on the Third-Party Provider's website. Depending on the Third-Party Provider and the Customer's settings there, it is possible that the Third-Party Provider makes the sent data publicly accessible to third parties on the Internet.

4.24.6 The Provider processes personal data, in particular the current vehicle location, the Customer's derived access data and the data types released by the Customer to the extent necessary for the provision of the above Service. In particular the Provider makes the data released in accordance with Clause 4.24.1 available at the interface. Since only data that is already available from other activated Services is passed on, the processing of personal data are also oriented to the data protection notices concerning the respective Services. The Customer is advised that in order to provide the above Service the GPS coordinates of the vehicle will be transmitted to the Third-Party Provider selected by the Customer when the Customer releases the data. Transmission can be terminated by appropriate configuration of the data release, deactivation of the above Service or deactivation of the "Geofencing" Services.

4.24.7 If the Customer makes the vehicle available to another driver to use, pursuant to Section 7.11 of the General Part of the Terms of Use, the Customer shall inform the other driver prior to the commencement of the trip about the Services and the related data processing and data transmission as well as about the possibility to deactivate the Services. The Customer must inform the other driver that the driver can disable the "Geofencing" Service at any time by establishing a telephone connection with the CCC by pressing the "i" button or the me button in the overhead control panel or dialling the "MB Contact", "Mercedes me connect" or "Mercedes connect me" phone book entry, depending on the vehicle model series, and requesting deactivation of the Service. It is not possible to use this method to activate the Service. Even drivers who are neither the Customer nor Co-Users can have this Service deactivated.

#### 4.25 Smart Home Service

4.25.1 The Provider processes personal data, in particular the current vehicle position and the data described below, to the extent necessary for the provision of this Service. For this, the vehicle automatically transmits the current position of the vehicle through a Bluetooth connection to the Mercedes me App. If the Mercedes me App determines that the event defined by the Customer has occurred, and the Customer has confirmed the order in the vehicle, the defined control order is sent to the Third-Party Provider selected by the Customer via the Daimler Backend.

- 4.25.2 After the Customer has set up the Third-Party Provider Service, the Provider stores the derived access data for accessing the user account held by the Third-Party Provider and uses them for provision of the Service. The derived access data from Third-Party Providers saved in the Daimler Backend are specific to the Mercedes me App and are not available to Co-Users. The Customer has the option to order the deletion of the stored derived access data in the Mercedes me App.
- 4.25.3 Using the Customer-derived access to the Third-Party Provider, the Provider retrieves certain data (e.g. Third-Party Provider, user ID, geolocation of the home to be controlled, list of the associated third-party devices and their respective properties, command list, switch routines and lighting scenarios) and stores and processes these to the extent necessary for the provision of the above Service.
- 4.25.4 The Provider has no influence on the processing of personal data by Third-Party Providers and is not responsible for this under data protection law. It is possible that Third-Party Providers carry out data processing outside of Malaysia. As a controller, the Third-Party Provider is independently responsible under data protection law for the data and commands transmitted to it by the Provider at the Customer's request. The Third-Party Provider's terms of use and privacy notice can be accessed on the Third-Party Provider's website.
- 4.25.5 The Customer has the possibility of specifying in the Mercedes me App whether a Bluetooth connection can be set up between the Mercedes me App and the vehicle and whether it can be used for the above Service in order to retrieve information about the current vehicle position.
- 4.26 Connection to Content Providers Service**
- 4.26.1 With this Service, the current vehicle position or selected map section, search term, pre-set search radius and the language pre-set in the infotainment system of the Customer's vehicle are transmitted in anonymised form to the respective Content Provider, which uses these for the provision of information.
- 4.26.2 In the transmission of the current position of the vehicle and the selected section of map in anonymised form to the Content Provider, it is not possible to draw any inferences concerning the vehicle, the Customer or the driver.
- 4.26.3 In order to provide the above Service, the Provider uses a Microsoft Azure cloud environment ("Daimler Cloud Backend"). The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.
- 4.26.4 If the Customer makes the vehicle available to another driver to use, pursuant to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect Services, the Customer shall inform the other driver prior to the commencement of the trip about the Services and the related data processing, as well as about the possibility to deactivate the Service.
- 4.27 LINGUATRONIC online voice control Service**
- 4.27.1 The voice recognition takes place both inside the vehicle and in the Daimler Vehicle Backend. For this purpose, data of the voice request is transmitted from the vehicle to the Daimler Vehicle Backend and processed and used by the Provider for voice recognition. The voice recognition of the activation words takes place only in the vehicle.
- 4.27.2 Personal data (voice profile, uploaded address books) are stored by the Provider for no longer than three months after the last request. The Customer can delete data stored for the above Service by briefly deactivating and activating the Service.
- 4.27.3 Depending on the topic area, the relevant excerpts of text recognised from the audio data of the voice query ("search text"), together with the additional context (language setting selected in the Customer's vehicle, home country of the vehicle, current vehicle location, input destination address, GPS coordinates of the chosen route, GPS coordinates of the pre-set address for home/office) will be transmitted in anonymised form to a Content Provider, which will use it for the provision of information.
- 4.27.4 For the topic areas "Messaging" and "Dictation" and their function "Improvement of Speech Recognition using Names from Address Books" the names stored in the Customer's vehicle infotainment system and in the address books of the device connected with the vehicle by Bluetooth are regularly transmitted to the Daimler Vehicle Backend and processed and used by the Provider to improve the individual voice recognition of the user. The Customer can activate or deactivate the function at any time in the infotainment system of the vehicle via the menu path "Vehicle settings" - "LINGUATRONIC".
- 4.27.5 The above Service can be activated and deactivated at any time via certain Use Gateways, in particular the Customer Portal or the infotainment system of the vehicle under the menu path "Vehicle Settings" / "LINGUATRONIC".
- 4.27.6 When using the above Service for business purposes, the Customer is advised that processing by third parties takes place. The Customer must check if his business communication can be processed legally using the above Service. This applies in particular to persons who are subject to professional confidentiality requirements.

- 4.27.7 As part of the Service provision, anonymised data relating to use of the Service will be passed on by the Provider to Nuance Communications Ireland Limited, Ireland ("Nuance") to improve voice recognition.
- 4.27.8 Any forwarding of personal data to Nuance for the purpose of improving voice recognition is regulated by the consent declaration "Contribution to Product Improvement". Personal data can only be forwarded with the Customer's consent. The consent is voluntary and can be revoked at any time without affecting the legality of the processing that has already taken place on the basis of the consent prior to the revocation. No personal data for the "Messaging" and "Dictation" subject areas are transmitted to Nuance to improve voice recognition.
- 4.27.9 If the Customer makes the vehicle available to another driver for use, in accordance with Clause 7.11 of the General Part of the Terms of Use for Mercedes me connect Services the Customer must inform the other driver before departure of the above Service and the associated data processing, in particular the function "Improvement of Speech Recognition using Names from Address Books", and of the option to deactivate the Service (see Clause 4.27.5) and the aforementioned function (see Clause 4.27.4).
- 4.28 Global Search**
- 4.28.1 For this Service, the search term and context data (the current vehicle position, the destination entered and the language set in the infotainment system of the Customer's vehicle) are transmitted to the Daimler Cloud Backend.
- 4.28.2 Depending on the topic, the search term, together with other context data necessary for carrying out the search (e.g. for location-related requests for information from the Customer), will be transmitted to a Content Provider who uses this data in order to provide the information.
- 4.28.3 To carry out the search, the Provider processes and uses stored personal data from other customer-activated Services of Mercedes me connect (e.g. calendar entries from the "In-Car Office" Service).
- 4.28.4 To speed up similar searches by the Customer, the Provider stores and processes results of past searches for no more than two hours after a search is carried out.
- 4.28.5 For the above Service the Provider uses a Microsoft Azure Cloud environment ("Daimler Cloud Backend"). The data processing in the Daimler Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.
- 4.28.6 If the Customer makes the vehicle available to another driver for use, in accordance with Clause 7.11 of the General Part of the Terms of Use for Mercedes me connect, the Customer shall inform the other driver prior to the commencement of the trip about the Service and the associated data processing as well as the option to deactivate the above-mentioned Service.
- 4.29 Car Sharing Service**
- 4.29.1 To provide the Service, the Provider processes the current vehicle position when the Customer offers their vehicle as Vehicle Lender and during the handover, and passes on this data to the Vehicle Borrower. To the extent necessary for the provision of the Service, data on the current vehicle position, vehicle status (e.g. opening status of vehicle doors and windows) and the ignition status are collected and processed in order to check if the vehicle is located in the target area at the end of the vehicle use. When using Remote Door Locking and Unlocking, information about the open status of the doors is collected and processed by the Provider for the provision of the Service. To enable displaying previous bookings via certain Use Gateways, data of past bookings is stored and processed.
- 4.29.2 Data regarding the use of the "Remote Door Locking and Unlocking" Service are stored for six months in order to ensure traceability of commands executed by the vehicle for the fulfilment of the contract and for documentary purposes in order to protect the legitimate interests (assertion, exercise and defence of legal rights).
- 4.29.3 The processing of personal data of the Customer and Co-User is additionally oriented to the other activated Services and to the Terms of Use of Mercedes me connect.
- 4.29.4 To the extent other Services of Mercedes me connect are activated, the Customer must observe the instruction obligations pursuant to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect Services, and in particular must notify the other driver of the possibility to deactivate the "Parked Vehicle Locator", "Vehicle Tracker", and "Geofencing" Services. The Customer must inform the other driver that the driver can disable the aforementioned Services at any time by establishing a telephone connection with the CCC by pressing the "i" button or the Me button in the overhead control panel or dialling the "MB Contact", "Mercedes me connect" or "Mercedes connect me" phonebook entry, depending on the vehicle model series, and requesting the deactivation of the relevant Services. Activation of Services is not possible in this manner. Even drivers who are neither the Customer nor Co-Users can have this Service deactivated.
- 4.29.5 The vehicle hirer is instructed that in the case of activation of corresponding additional Services of Mercedes me connect the Customer can also view the position of the vehicle during the period of the

hire. The Vehicle Borrower can deactivate the Service in accordance with Clause 4.29.4.

#### 4.30 Stolen Vehicle Locator (Tracking)

- 4.30.1 In order to provide the above Service, the Provider processes the reference number of the competent police station ("reference number") entered by the Customer in the Customer Care Center and the identity document entered by the Customer. After the reference number has been recorded the Provider checks whether the conditions for using the "Stolen Vehicle Locator" have been met.
- 4.30.2 If the vehicle is reported stolen, the current vehicle position, mileage and ignition status of the vehicle are collected regularly by the Provider and, along with the reference number, transmitted to the "Stolen Vehicle Locator Service Provider", which processes them to locate the vehicle and coordinate its securing by passing them on to the relevant authorities by telephone. If it is not possible to locate the stolen vehicle, vehicle location positions already stored for other Services will also be transmitted by the Provider to the "Stolen Vehicle Locator Service Provider" for Service provision.
- 4.30.3 Data received from the "Stolen Vehicle Locator Service Provider" to move forward the securing process are processed by the Provider so that they can be displayed via certain Customer Use Gateways.
- 4.30.4 Data processed for the Service during the search will be stored for six months in order to ensure the traceability of the process for fulfilment of the contract and for documentary purposes for the protection of the legitimate interests of the Provider (assertion, exercise and defence of legal rights).

#### 4.31 ENERGIZING COACH Service

- 4.31.1 The Provider processes personal data, in particular vehicle data (e.g. driving time since the start, time since the last ENERGIZING Comfort Program) and wearable data (e.g. sleep and stress level data), to the extent required for the provision of the above Service, in particular for the optimization of the individual recommendation of ENERGIZING Comfort Programs for the Customer.
- 4.31.2 In addition, for the performance of the above Service, the Provider also processes weather data stored from the "Car-to-X Communication" Service if the Customer has activated the other Service on the Customer Portal.
- 4.31.3 Pulse data are processed only locally on the compatible device of the Customer and in the Customer's vehicle and can be displayed in the Mercedes me App and in the infotainment system of the Customer's vehicle with a Bluetooth connection. The Customer can activate the function in the Mercedes me App.
- 4.31.4 The Provider retrieves wearable data (e.g. sleep data) from Third-Party Providers on behalf of the

Customer or Co-User via the access to the Third-Party Provider derived from the Customer and processes these data in the Daimler Backend to the extent required for the provision of the above Service. If the Customer or Co-User has activated this in the Mercedes me App, data on the stress level are retrieved and processed as wearable data.

- 4.31.5 The personal data processed for the above Service are stored by the provider for a maximum of one month. The vehicle data are deleted after one day. Data on stress levels are deleted after one hour. The Customer or Co-User has the option of deleting the stored derived access data in the Mercedes me App in order to also delete the wearable data stored for the Service.
- 4.31.6 After setting up the Third-Party Provider's Service, the Provider stores the access data derived by the Customer for the access to the user account at the Third-Party Provider and uses these data for the provision of the Service. The derived access data of Third-Party Providers stored in the Daimler Backend are specific to the Customer or Co-User. The Customer or Co-User has the option of having the stored derived access data deleted in the Mercedes me App.
- 4.31.7 The Provider has no influence on the processing of personal data by Third-Party Providers and is not responsible for this under data protection law. It is possible that Third-Party Providers carry out data processing outside of Malaysia. The Third-Party Provider has independent responsibility under data protection law. The Third-Party Provider's terms of use and privacy notice can be accessed on the Third-Party Provider's website.

#### 4.32 Mercedes me Roadtrip Service

- 4.32.1 For the purpose of the above Service, personal data (in particular the routes planned by the Customer in the Mercedes me Roadtrip App, tagged places and tagged routes) are processed for the provision of the Service.
- 4.32.2 For the "Search" Service, the current location of the vehicle and, if necessary, the destination address entered are collected by the Provider and transmitted in anonymised form to a Third-Party Content Provider, which uses them to provide the information. The search terms entered by the Customer are stored locally on the compatible device of the Customer.
- 4.32.3 For the function "Send to vehicle", individual places and routes are processed by the Provider and sent to the vehicle infotainment system.
- 4.32.4 With the function "Save planned route", planned waypoints or landmarks of the respective drive are stored on the Customer's compatible device. The Mercedes me Roadtrip app passes on the GPS coordinates from the compatible device and the planned waypoints to the map service provider to enable calculation of the planned route.
- 4.32.5 With the "Remember" function, remembered locations and routes are saved on the Customer's compatible device.

4.32.6 The functions "Save planned routes" and "Remember" enable the Customer to save certain information (such as planned routes and remembered locations) via the Mercedes me Roadtrip App. Unless otherwise stated in these data protection notices, the processing and storage of this data will take place only locally on the Customer's compatible device. The Provider has no access to any information stored on the compatible device. In the Mercedes me Roadtrip App, the Customer has the option of specifying whether data (such as planned routes and saved locations) are to be stored and processed in the Daimler Backend for synchronization across several of the Customer's compatible devices.

#### 4.33 EQ Optimised Navigation Service

4.33.1 Insofar as necessary for the provision of the above Service, the Provider processes personal data, in particular the geolocation of the vehicle, data for route calculation (e.g. settings made in the vehicle for the planned route, any intermediate destinations entered, destination address entered) and vehicle data for calculating the electric range (e.g. settings made in the vehicle or in the app for the electric vehicle, data for the status of the high-voltage battery).

4.33.2 For the above Service, when the route guidance function in the vehicle is activated, the geolocation of the vehicle, the data for the route calculation and the vehicle data for calculating the electric driving range are regularly transmitted by the Provider from the vehicle to the Provider. The Provider transmits the GPS coordinates of the vehicle, the data for the route calculation in anonymised form to Third-Party Content Providers, which use it for the provision of specific information, which flows into the route and driving range calculation of the Provider.

4.33.3 For the above Service the Provider uses a Microsoft Azure Cloud environment ("Daimler Cloud Backend"). The data processing in the Daimler Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.

4.33.4 If the Customer makes the vehicle available to another driver for use, in accordance with Clause 7.11 of the General Part of the Terms of Use for Mercedes me connect Services the Customer must inform the other driver, before departure, of the Service, the associated data processing and the option to deactivate the above Service.

#### 4.34 EV Station POI Service

4.34.1 Insofar as necessary for the provision of the above Service, in particular for the provision of

information on specific Use Gateways, the Provider transmits and processes the current vehicle position, the selected map section and the selected route from the vehicle. Furthermore, the charging requirements of the vehicle (e.g. charging plug type, maximum charging capacity) are processed by the supplier.

4.34.2 If the Customer has activated the "Mercedes me Charge" Service, the Mobility Services Provider will call up additional contract tariff data of the Customer and process it for the calculation of the expected charging costs for the above Service. In addition, the Provider also processes the charging status for the calculation of the expected duration of the charging.

#### 4.35 Mercedes me Charge Service

4.35.1 Insofar as necessary for the provision of the above Service, the Provider processes personal data, in particular to enable the Customer to charge-up his vehicle at charging station operators via the third mobility service provider (Digital Charging Solutions GmbH) ("Mobility Service Provider") with which he has registered, and to view status information and invoices via certain Use Gateways.

4.35.2 When calling up the Customer's registration function on the Mobility Service Provider's portal, the Provider forwards the name, email address, telephone number, set language and country of the Customer's User Account and the vehicle identification number (VIN) of the Customer's vehicle to the Mobility Service Provider. After the installation by the Customer, the Provider stores derived access data and processes them in order to provide the Service.

4.35.3 For the function of starting and ending a charging process via the Mobility Service Provider, the Provider forwards the identification of the selected charging station to the Mobility Service Provider.

4.35.4 To enable displaying the charging status to the Customer via certain Use Gateways, the Provider regularly transmits the information as to whether a charging process takes place in the vehicle to the Daimler Vehicle Backend and processes this information in order to provide the above Service.

4.35.5 The Provider processes status information and charging information, which is retrieved by the Mobility Service Provider for the purpose of providing the aforementioned Service, in particular for the purpose of displaying the information via certain Use Gateways of the Customer.

4.35.6 In order to provide the above Service, the Provider uses a Microsoft Azure cloud environment ("Daimler Cloud Backend"). The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle

- sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.
- 4.35.7 If the Customer makes the vehicle available for use by another driver, the Customer is obliged in accordance with Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect Services to inform the other driver of the Services and the associated data processing before the start of the journey, as well as of the possibility of deactivating the above-mentioned Service.
- 4.36 IONITY Service: Discounted Fast Charging**
- 4.36.1 Insofar as necessary for the provision of the above Service, in particular in order to enable the Customer to charge his vehicles at a reduced rate at charging stations of IONITY GmbH, the Provider forwards the information on whether the above Service is activated to the Customer's chosen eMSP of the "Mercedes me Charge" Service.
- 4.37 Individual Fuel Consumption Indicator Service**
- 4.37.1 Insofar as necessary for the provision of the above Service, the Provider regularly transmits and processes travel data (the average speed, fuel consumption and kilometres driven as well as the odometer reading of the vehicle) from the time of the last journey, since the last reset of the trip computer and over the entire lifetime of the vehicle. In addition, the ECO score for each trip is transmitted and processed. The collected data are supplemented with stored data on the vehicle equipment in the Daimler Backend.
- 4.37.2 The personal data are used in particular to enable the Customer to compare the fuel consumption of his vehicle with that of other Mercedes me connect customers. In addition, suggestions are made for improving individual fuel consumption.
- 4.37.3 The data from the last 30 days are stored in order to evaluate which suggestions for improving fuel consumption may be relevant for the Customer.
- 4.37.4 In addition, the data are stored by the Provider in anonymised form and used to improve services, optimise vehicle functions and for publications.
- 4.38 Personalised Navigation Service**
- 4.38.1 Insofar as necessary for the provision of the above Service, the Provider processes personal data, in particular the GPS coordinates of the vehicle, charging status, remaining driving range, any navigation destination that may have been set in the infotainment system, number of persons in the vehicle, and - if applicable - the driving time to the navigation destination and the profile set in the vehicle. For this purpose, personal data are regularly collected from the vehicle and processed in the Daimler Cloud Backend.
- 4.38.2 In order to provide the above Service, the data are used in order to check whether a recommendation is made. Depending on the vehicle equipment, the setting "Transmit vehicle position OFF" in the infotainment system of the vehicle can be used to prevent transmission of the geo-position and to use the setting to discard the data in the Daimler Cloud Backend after transmission. As soon as the ignition of the vehicle is switched off and no recommendation is given, the data stored during the trip for the above Service are deleted.
- 4.38.3 The above Service involves a learning algorithm which issues personalised recommendations only after a certain time. The Provider uses the algorithm to process the probability model together with anonymously retrieved general information on Third Content Providers' tank locations. The probability model incorporates information from actual previous trips during which the Service was active and in which recommendations were issued: Time and date, information on refuelling locations (e.g. which refuelling station was used, prices of refuelling stations), information on the vehicle (e.g. number of persons in the vehicle when recommending), use of the recommendations by the Customer (e.g. whether the Customer visited the refuelling station recommended by the algorithm) and general information on refuelling stations. The probability model is stored in pseudonymised form in the Daimler Cloud Backend. If the Customer deactivates the Service, the data of the probability model of the above Service will be deleted for all profiles present in the vehicle. If a profile is deleted, its associated data for the above Service will also be deleted.
- 4.38.4 If a recommendation for refuelling has been issued and no navigation has been started in the vehicle, the part of the distance travelled, time and date will be stored in anonymous form. By using the anonymised data itself as a sensor for an estimated route, the vehicle contributes to improving the quality of the recommendations when navigation in the vehicle is switched off.
- 4.38.5 In order to provide the above Service, the Provider uses a Microsoft Azure cloud environment ("Daimler Cloud Backend"). The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.
- 4.38.6 If the Customer makes the vehicle available to another driver to use, pursuant to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect Services, the Customer shall



inform the other driver prior to the commencement of the trip about the Services and the related data processing, as well as about the possibility to deactivate the Service.

#### **4.39 Mercedes me Deliver Service**

4.39.1 Insofar as necessary for the provision of the above Service, personal data (e.g. current vehicle position of the parked vehicle, opening status of vehicle doors/trunk) are regularly transmitted and processed by the Provider from the vehicle to the Daimler Vehicle Backend.

4.39.2 After the setup by the Customer, the third-party logistics provider which delivers the ordered goods ("Logistics Provider") is granted derived access data for the access to data provided for the Service provision by the Provider. These relate to such things as the model, colour, model year, a pseudonym created by the Supplier for the vehicle, or whether delivery to the vehicle is currently possible.

4.39.3 On the day of delivery, the Supplier also transmits the position of the parked vehicle to the Logistics Provider. The Provider also processes the Logistics Provider's requirements for door opening/closing or for activating the horn or flashing lights of the vehicle.

4.39.4 For the function that enables the Customer to view the position of their parked vehicle in the App of the Logistics Provider on the day of the upcoming delivery, the Provider also transmits the position of the parked vehicle to the Logistics Provider.

4.39.5 For the provision of the above Service, the Provider processes personal data (e.g. on whether the Customer has temporarily switched off deliveries to their vehicle, information on planned deliveries received from the Logistics Provider). To enable sending the Customer notifications about the provision of the above Service by email and possibly push messages in the App of the Provider, the Provider also processes personal data.

4.39.6 For the above Service, data on the use of the remote door lock and unlocking, data on the delivery/collection process and the vehicle position in the event of failed delivery are stored for three years for verification purposes in order to safeguard the legitimate interests of the Provider (assertion, exercise and defence of legal claims).

4.39.7 Data relating to the delivery/collection process is also anonymised by the Provider and used to improve the services.

#### **4.40 Notification Center**

4.40.1 For vehicles with MBUX function (see Overview of Services), the Customer has the option of receiving notifications in a notification centre ("Notification Center") in the vehicle's infotainment system from Services that are activated by the Customer and compatible with the Notification Center ("Notification Center Service").

4.40.2 To retrieve notifications, the vehicle connects to the Daimler Cloud Backend if so required by the

Notification Center Service and the notifications available for the selected profile are sent to the vehicle. For certain Notification Center Service, the vehicle position will be transmitted to the Daimler Cloud Backend for location-related notifications and stored and used there as an approximate location.

4.40.3 In order to synchronise the notifications in the Notification Center across all vehicles with MBUX function the use of the Services by the Customer, i.e. whether a notification has been opened or closed in the vehicle, will be transmitted to the Daimler Cloud Backend and stored there. The use of the notifications will be stored for a maximum of one month.

4.40.4 For the "Notification Center" Service, the Provider uses a Microsoft Azure cloud environment ("Daimler Cloud Backend"). The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Daimler Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to the Provider every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, the Provider determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.

4.40.5 If the Customer allows another driver to use the vehicle, according to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect Services, the Customer is responsible for informing the other driver about the processing of the vehicle position.

#### **4.41 On-demand Equipment**

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

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

5.1 To the extent necessary for the provision of the respective Services, the Provider will pass on the personal data to the respective national distribution company, Service Partners, roadside assistance companies, Content Providers, Third-Party Providers selected by the Customer and any Service Providers instructed by the Provider to perform individual Services (e.g. IT services), in particular, the technical operation which Daimler provides on behalf of the Provider with regard to the "Daimler Backend"/"Daimler Vehicle Backend"/"Daimler Cloud Backend". The Provider will ensure that the respective recipients of personal data are subject

- to the same or equivalent appropriate data protection obligations.
- 5.2 In addition, data will be passed on by the Provider to Daimler as the controller in the cases listed in Clause 4.7 and 4.8, and to the extent outlined therein.
  - 5.3 In addition, the Provider may make available the personal data of vehicle users, which the Provider receives in connection with the Services, to third parties (in particular government authorities) in order to protect the legitimate interests of the Provider (assertion, exercise or defence of legal rights) or to fulfil a legal obligation, to the extent necessary in order to investigate breaches of the Terms of Use, abuse of Services or unauthorised attempts to access data of other Customers and/or vehicle users.
  - 5.4 Otherwise, unless otherwise specified in this Privacy Notice, the Provider will not pass on personal data of the vehicle user from use of the Services, unless this is necessary for the fulfilment of a contractual agreement, the vehicle user has consented to the passing on of his data, or the Provider is obliged to do so due to a mandatory legal provision, court decision or official order.

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

- 6.1 In the context of the fulfilment of the contract, any recipients of personal data (e.g. Content Providers and Service Providers instructed by the Provider to perform individual services as part of contract processing) may be located in countries outside the Malaysia. The Customer shall hereby consent to the Provider transferring their Personal Data outside Malaysia in these instances where it may be necessary for the Provider to transfer their Personal Data outside Malaysia. Reasonable steps will be taken to safeguard your Personal Data whereby these service providers will not use the Personal Data for any reason other than to provide the services they are contracted to provide. In order to protect the data appropriately, the Provider has concluded contracts with the recipients of these data on the basis of the Malaysia standard contractual clauses, which include appropriate guarantees, unless otherwise provided as presented below. To obtain information about the guarantees, please contact the Provider using the contact details listed at the end of this document.
- 6.2 Where the data protection notices for individual Services refer explicitly to data processing in the "Daimler Cloud Backend", the Provider uses a Microsoft Azure cloud environment ("Daimler Cloud Backend"), which is provided by Microsoft on behalf of the Provider, to fulfil the contract. The processing in the regional Daimler Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query and presentation or reproduction of the data. In addition, a cloud environment is also used for communication between the Provider and any

Third-Party Providers in the context of the "Third-Party Provider Interface" and "Smart Home" Services for certain Third-Party Providers. This is operated by different Service Providers depending on the Third-Party Provider. In this respect, it cannot be ruled out that the respective service providers (Microsoft, Google, Amazon Web Services) will process personal data in countries outside of Malaysia. In order to protect the data appropriately, the Provider has concluded legal agreements with the respective Service Providers on the basis of the Malaysia standard contractual clauses, which include appropriate guarantees. To obtain information about the guarantees, please contact the Provider using the contact details listed at the end of this document.

- 6.3 In the context of the fulfilment of the contract, any recipients of personal data (e.g. Service Partners, roadside assistance companies, Content Providers, and Third-Party Providers selected by the Customer), which receive personal data from the Provider for the purposes of fulfilment of the contract, may be located outside of Malaysia whose data protection levels have not been recognised by the Malaysian Commission in an adequacy decision. The transmission to such recipients is carried out by the Provider at the request of the Customer and is necessary for fulfilment of the contract.

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

- 7.1 The master data (e.g. name and address) of the Customer and Co-User will be stored for the duration of the contractual relationship and for such period as may be necessary to protect the Provider's interests and/or otherwise required by law. After the end of the contractual relationship, the data will be retained in conformity with the legal commercial and legal tax record-keeping requirements and will be subsequently deleted.
- 7.2 Unless otherwise specified in these data protection notices, in the context of the recording of data from the vehicle for the provision of the Service, only the last recorded event from the vehicle will be stored. A newer event replaces the older event, which is then deleted. The Provider will not store any personal data collected in this context any longer than is necessary to provide the respective Service and will delete data that have not been overwritten by more recent events at the latest upon termination of the contractual relationship. When the individual Services are deactivated, the related data in the Daimler Vehicle Backend will also be deleted.
- 7.3 Unless otherwise specified in these data protection notices, other data processed for the performance of the contract in the context of the respective Services (e.g. the profiles created by the Customer) will be deleted at the latest upon termination of the contractual relationship, unless continued storage is necessary for the execution of the contract, the protection of the legitimate interests of the Provider

(in particular the assertion, exercise and defence of legal claims) or to fulfil statutory retention requirements.

## 8. How will my data be protected?

- 8.1 The Provider will entrust only staff, who are instructed in accordance with the statutory requirements and obligated to maintain confidentiality, with the processing of the personal data connected with the Services, and will ensure that appropriate measures are in place in order to ensure that such staff can process personal data only on the instruction of the Provider.
- 8.2 The Provider implements technical and organisational security measures to protect the personal data of the vehicle users adequately, in particular against unintentional or unlawful destruction, loss, alteration, unauthorised disclosure and unauthorised access. The Provider will carry out regular checks of the technical and organisational measures and will implement a programme of continuous improvement in line with technological developments.

## 9. What rights do I have?

- 9.1 Where the Provider or Daimler (respectively as independent controller) processes your personal data, in accordance with the legal regulations you have the right to:
- request information about the personal data processed by the Provider and/or (if applicable) by Daimler (Right of Access);
  - demand the adjustment of incorrect data and - in consideration of the purpose of the processing - the completion of incomplete data (Rectification Right);
  - demand the deletion of your data (Deletion Right, 'right to be forgotten');
  - demand limited processing of your data if the legal prerequisites for this are met (Right to Restrict Processing)
  - if the legal prerequisites are met, receive the data provided by you in a structured, common and machine-readable format and transmit these data to another controller or, if this is technically feasible, have the data transmitted by the Provider or, if applicable, by Daimler (Right to Data Portability).

**9.2 Furthermore, you have the right to object to the processing of your data, which is carried out for the protection of the legitimate interests of the Provider and/or Daimler, for reasons that arise from your particular situation, in accordance with the statutory provisions (right to object). If your personal data are processed in order to carry out direct advertising, you also have the right to declare your objection to this processing at any time without giving separate reasons.**

- 9.3 To exercise your rights, please contact the Provider or, if applicable, Daimler using the contact details listed below. Moreover, you have the right to file a complaint with a data protection supervisory authority.

## 10. How can I contact the Provider or Daimler?

- 10.1 The Services are an offering of Mercedes-Benz Malaysia, Wisma Mercedes-Benz, 16A Jalan BK 1/13, Taman Perindustrian Bandar Kinrara, 47180 Puchong, Selangor Darul Ehsan, Malaysia.
- 10.2 If expressly stated in these data protection notices, the data are processed by Daimler - Daimler AG, Mercedesstr. 137, D-70327 Stuttgart, Germany - as the controller.
- 10.3 If you have any questions about the processing of your personal data by the Provider or Daimler in connection with the provision of the Services, you can contact the Provider's customer care centre or, if applicable, Daimler (respectively as the independent controller) at any time using the following contact details:

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

Email address:  
me-connect.mys@cac.mercedes-benz.com

Toll-free number: 1-800-88-1133

## Further Notes for the Mercedes me connect Services

### 1. Preamble

The Provider has high standards in respect of the quality and safety of its products. As a result, it has developed an appropriate measures and safety precautions for each individual Service. This however does not release the Customer from personal responsibility for proper traffic and legally conformant behaviour, especially in the view of the fact that accident events in road traffic are frequently caused by excessive visual distractions from information, communication, and entertainment media and devices while driving.

### 2. General Notices

- 2.1 If Customers operate and use integrated information systems and communication devices in the vehicle, they can be distracted from the surrounding traffic and lose control of their vehicle. Therefore, only use these systems and devices if the traffic situation allows it. If this cannot be ensured, stop the vehicle in accordance with traffic regulations and make the entries in the stationary vehicle - in conformity with the road traffic regulations.
- 2.2 The Services being offered do not release the driver from the responsibility to continuously control his own behaviour, in particular in consideration of the safety of others, and to conduct himself in a manner that does not hurt, jeopardise or impair and harass others more than is unavoidable under the circumstances. Moreover, these Services do not relieve the Customer from his responsibility and accountability for ensuring the driving capability and road safety of the vehicle. The same applies to any requirements for maintenance and repair work. The Provider does not accept any liability for failure to carry out required maintenance and repair measures.
- 2.3 Legal country-specific regulations must be observed at all times. Use of mobile phones and smartphones (and the corresponding Apps) is subject to the laws of Malaysia, among others, the Malaysia Road Transport Act 1987.
- 2.4 To the extent possible, voice control actions and/or read-aloud functions are to be given preference during the trip.
- 2.5 The Provider refers expressly to the operating instruction, including all warnings contained therein, which must be observed.
- 2.6 Involvement of Third-Party Providers/Content Providers

The Provider is not responsible or liable for the services of third parties. Where the information available about the individual Service comes from Third-Party Providers/Content Providers, the Provider gives no guarantee of their content, accuracy, current validity, completeness and availability. The Provider also accepts no obligation to check the information for accuracy, current validity, completeness and availability, to correct, update or complete the information or to ensure that the information is available or provided at a specific level of quality. The Provider has no influence on the operation or functionality of the corresponding Third-Party Provider technical applications. The Third-Party Providers/Content Providers may change or discontinue the functionality or individual functions of their services. Some of the functions of the Third-Party Providers/Content Providers may not be available everywhere. Therefore, the Customer has independent responsibility for the use of the information and his decisions made on the basis of the information.

The execution of commands cannot be guaranteed or may be delayed. The Customer is solely responsible for the definition of commands and links with user accounts of Third-Party Providers/Content Providers. The Customer is obliged to withdraw the Third-Party Provider's activation on the Customer Portal if he learns of security problems with the Third-Party Provider or in the event of loss of his access data at the Third-Party Provider.

- 2.7 False or incorrect messages, disturbances and loss of a connection to the server due to force majeure, technical conditions or other reasons cannot be excluded. Please also note the displayed time stamp of the last update for this purpose.
- 2.8 Status queries in the vehicle through so-called geofencing are not always 100% reliable despite the available standard of technology. Under certain circumstances, it may not be possible to transmit data in full or in part (e.g. in a multi-storey car park). As a result of this, it is possible that stored commands are not activated because a vehicle status is not received by the Daimler Vehicle Backend correctly or on time. Status queries in the vehicle therefore do not release the Customer from his responsibility to recheck.
- 2.9 The display in the vehicle's instrument cluster has precedence over all other information channels. The information displayed in the infotainment system or in Apps is not definitive and may in full or in part be incomplete or incorrect or not up to date.

- 2.10 Only approved and technically perfect adapter cables are recommended.
- 2.11 The Provider reserves the right to restrict or deactivate individual Services in justified cases (in particular in the event that a security problem with the Content Providers is suspected, in the event of potential dangers due to malware or in the event of incompatibilities) and to change the selection of Third-Party Providers, the available data and the available commands.
- 2.12 Data on the charging progress and charging status may vary from the actual status and may be incomplete, incorrect or not up-to-date in full or in part.
- 2.13 Devices and objects in the vehicle must always be kept in a manner that would prevent injury of any vehicle passengers, among others, in the event of an accident.
- 2.14 For vehicles with a mechanical parking brake, the "parking brake applied" status information does not provide information as to whether the parking brake is sufficiently tight.

### 3. Special Notices for Individual Services (if not covered by the General Notices)

#### 3.1 Live Traffic Information and Car-to-X Communication

Not all relevant traffic information and dangerous situations are recorded and reported via Live Traffic Information and Car-to-X Communication. The information available through the Services is also generated by other Customers or drivers and a Content Provider, respectively, and the information could be incorrect or not up to date in whole or in part. The Provider does not assume any obligation to check the information with regard to completeness, accuracy or current validity, or to complete, correct or update the information. The use of the information by the Customer or driver and any decisions by the Customer or driver based on the said information are made in their own responsibility; accordingly, the Customer or driver are responsible for checking whether the information is complete, correct and up-to-date.

#### 3.2 Remote Door Locking and Unlocking

The unattended remote opening of the vehicle increases the risk of theft of the vehicle and of items located inside the vehicle.

The Provider expressly advises that the vehicle key should not be left in the vehicle when the vehicle doors are locked.

#### 3.3 Soft Top Status for smart cabrio Models

The "Soft Top Status" display for smart cabrio models does not include the status of the rear soft top part. Please therefore ensure that all

soft top parts are locked as described in the operating instructions.

#### 3.4 Park

The Service only shows available parking spaces. It is not binding and does not release the driver from the obligation to observe the local conditions (e.g. vehicle height in the car park).

#### 3.5 Remote Parking Assist

The Remote Parking Assist is only an aid. It cannot replace your attention to your environment. The responsibility for safe manoeuvring and parking in and out of parking spaces lies with you at all times. Observe compliance with local regulations and laws. For vehicles with auxiliary heating, please observe the instructions in Chapter 3.9. of the operating instruction "Auxiliary Heater/Ventilation".

#### 3.6 Theft Notification and Parking Damage Detection

It must be noted that not every application of force on the vehicle can be recognised and warned against. If the parked vehicle is moved, for example during towing, an incorrect message may be activated. To prevent this, the tow-away protection can be disabled, however this also disables damage detection. Detection may be restricted for other reasons, e.g. in case of vehicle damage with no impact, a low-speed impact or if the electric parking brake is not detected. The Provider assumes no liability in the event that the Service triggers a false alarm or does not detect an impact on the vehicle. Detailed information can be found in the operating instructions.

The Customer always remains responsible for ensuring that their vehicle is roadworthy and free from damage. No guarantee can be made that the vehicle can still be driven safely or properly.

#### 3.7 Car Sharing

The Vehicle Lender is obliged to hand over the vehicle to the Vehicle Borrower in a roadworthy and functional condition. The date of the next vehicle inspection due cannot be before the end of the lease to the Vehicle Borrower.

The Vehicle Lender must notify the Vehicle Borrower and obligate them to ensure that at the end of the vehicle lease, when closing and locking the vehicle, no animals or people are inside the vehicle.

The Vehicle Lender is obligated to check the Vehicle Borrower's authorisation to drive (in particular driving licence) before leasing the vehicle. Otherwise, the Vehicle Lender may be liable to prosecution in accordance with the

laws of Malaysia. The Vehicle Borrower is prohibited from using the borrowed vehicle for transporting highly flammable, toxic or otherwise dangerous substances, if they significantly exceed normal domestic quantities. The Vehicle Borrower is responsible for returning the vehicle in a technically perfect condition. Any damage or signs of physical damage to the vehicle must be immediately notified to the Vehicle Lender. On borrowing the vehicle, the Vehicle Lender and Vehicle Borrower conclude a vehicle transfer agreement. The Provider is not party to this agreement. The Provider merely provides the platform and has no influence over the actions of the Vehicle Lender, Vehicle Borrower, third parties or the relevant vehicles.

In the event of any system errors and/or loss of connection to the server, renting or leasing the vehicle is impossible.

### 3.8 Digital Vehicle Key

A precondition for the use of the Digital Vehicle Key is, among other things, that the Customer has a suitable mobile phone or a Digital Vehicle Key Sticker. The Provider recommends the use of the Digital Vehicle Key in connection with mobile phones only with suitable, sufficiently charged devices. If the Customer uses the Service with a device that is not recommended, this could limit the functionality of the Service. The functions can be affected by any changes in the settings and software updates of the compatible device. If the manufacturer of the Customer's device or the Customer's mobile service provider blocks the Secure Element or the NFC SIM card, this can lead to limitations of the Service.

The Customer should protect the Digital Vehicle Key through security and precautionary measures that correspond to those for a physical vehicle key and must additionally account for the security risks of a Virtual Key. The Provider recommends deactivating the Digital Vehicle Key in the event of loss or theft of the device. The same applies in the case of sale, loss or theft of the vehicle. The Customer can deactivate the Digital Vehicle Key in the compatible device at any time on the Customer Portal. The Provider recommends that Customers contact a Service Partner immediately if they are unable to deactivate the key using the Service. The Provider further recommends always carrying the emergency key in case of functional restrictions.

The Digital Vehicle Key Sticker can be used without this Service being activated. The Provider therefore recommends that the Customer contact a Service Partner immediately for deactivation in the event of

loss or theft of the Digital Vehicle Key Sticker. Use of the Digital Vehicle Key is limited to around 1900 engine starts. Before the maximum number of engine starts is reached, the Customer will be informed on the instrument cluster of the number of engine starts still available. If the maximum number of engine starts is reached the Customer must acquire a new Digital Vehicle Key Sticker from the Service Partner they have selected.

### 3.9 Auxiliary Heater/ Ventilation

Before activating the auxiliary heater/ventilation, ensure - among other things - that the vehicle is not in an enclosed space without adequate ventilation, the tailpipe is free, the vehicle cannot come into contact with combustible materials and the vehicle is not showing any significant damage.

### 3.10 Remote Engine Start

Before activating Remote Engine Start, ensure - among other things - that the vehicle is not in an enclosed space without adequate ventilation, the exhaust system is free, the vehicle cannot come into contact with combustible materials and the vehicle is not showing any significant damage.

### 3.11 Adapter Services

The vehicle values displayed in the Mercedes me Adapter App (e.g. odometer reading or fuel level, temperature value, maintenance data, etc.) may vary from the actual values in the vehicle for certain designs. In the event of a discrepancy, the values displayed in the vehicle always take precedence. Discrepancies in the App may result - among other things - from the data read from the vehicle and the data transmission. In exceptional cases, it is possible that a vehicle value cannot be read and is thus not available in a current form.

### 3.12 ENERGIZING COACH

Pulse values are shown in the media display only in the range of 30-140 bpm. The pulse values are not valid for medical purposes but are only informational in nature and therefore lay no claim to correctness.

Mercedes me connect Overview of Services <sup>1)</sup>	Use possible with Mercedes me user account	Use possible with Mercedes me user account via the Mercedes me App <sup>3)</sup>	Use possible with Mercedes me user account via the Mercedes me Adapter App <sup>4)</sup>	Use possible via infotainment system in vehicle	Terms <sup>1)</sup>	Necessary special equipment and/or apps	Availability <sup>2)</sup> for the following model series as of date of production
	Availability for use				More information		
1) Maintenance Management	<input type="checkbox"/>						
2) Telediagnosics	<input type="checkbox"/>	<input type="checkbox"/>					
2.1) Battery Observer	<input type="checkbox"/>	<input type="checkbox"/>				Audio 20, COMAND Online or MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
3) Accident Recovery and Breakdown Management				<input type="checkbox"/>			
4) Remote Vehicle Diagnostics							
5) Remote Status	<input type="checkbox"/>	<input type="checkbox"/>			3 years from activation  Term extension via Mercedes me Store	COMAND Online, Audio 20 or MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
6) Programming of charging settings and Pre-Entry Climate Control		<input type="checkbox"/>				COMAND Online, Audio 20 or MBUX multimedia system	S560e (06/2019)
7) Remote Door Locking and Unlocking	<input type="checkbox"/>	<input type="checkbox"/>				COMAND Online, Audio 20 or MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
8) Personalisation	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), CLA (06/2019), GLC (06/2019), GLB (07/2019), GLE (06/2019), GLS (06/2019)
9) Parked Vehicle Locator	<input type="checkbox"/>	<input type="checkbox"/>			3 years from activation  Term extension via Mercedes me Store	COMAND Online, Audio 20 or MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
10) Vehicle Tracker	<input type="checkbox"/>	<input type="checkbox"/>				COMAND Online, Audio 20 or MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)

Mercedes me connect Overview of Services <sup>1)</sup>	Use possible with Mercedes me user account	Use possible with Mercedes me user account via the Mercedes me App <sup>3)</sup>	Use possible with Mercedes me user account via the Mercedes me Adapter App <sup>4)</sup>	Use possible via infotainment system in vehicle	Terms <sup>1)</sup>	Necessary special equipment and/or apps	Availability <sup>2)</sup> for the following model series as of date of production
11) Driving statistics		□			3 years from activation Term extension via Mercedes me Store	COMAND Online, Audio 20 or MBUX multimedia system and navigation	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
<b>12) Parking</b>					3 years from activation Term extension via Mercedes me Store		A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
12.1) Available parking space in public multi-storey car parks <sup>4)</sup>		□			3 years from activation Term extension via Mercedes me Store		A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
13) Online Map Update				□	3 years from activation Term extension via Mercedes me Store		A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
14) Send2Car		□		□	3 years from activation Term extension via Mercedes me Store		A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
15) Last Mile Navigation		□		□	3 years from activation Term extension via Mercedes me Store		A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
16) Predictive Navigation		□			3 years from activation Term extension via Mercedes me Store		A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
<b>17) Mercedes-Benz Apps</b>					3 years from activation Term extension via Mercedes me Store	COMAND Online and Audio 20	
17.1) Local Search <sup>5)</sup>				□	3 years from activation Term extension via Mercedes me Store		C-Class (07/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)
17.2) Weather <sup>5)</sup>				□	3 years from activation Term extension via Mercedes me Store		



Mercedes me connect Overview of Services <sup>1)</sup>	Use possible with Mercedes me user account	Use possible with Mercedes me user account via the Mercedes me App <sup>3)</sup>	Use possible with Mercedes me user account via the Mercedes me Adapter App <sup>4)</sup>	Use possible via infotainment system in vehicle	Terms <sup>1)</sup>	Necessary special equipment and/or apps	Availability <sup>2)</sup> for the following model series as of date of production		
<b>18) Mercedes me Adapter</b>									
18.1) My Vehicle	<input type="checkbox"/>		<input type="checkbox"/>			COMAND Online and Audio 20	Availability <sup>6)</sup>		
18.2) Maintenance Management			<input type="checkbox"/>						
18.3) My Trips			<input type="checkbox"/>						
18.4) Parking & Locating			<input type="checkbox"/>						
18.5) Refuelling Statistics			<input type="checkbox"/>						
18.6) Dealer Search	<input type="checkbox"/>		<input type="checkbox"/>						
18.7) My Dealer			<input type="checkbox"/>						
18.8) Breakdown & Accident			<input type="checkbox"/>						
18.9) Reminder			<input type="checkbox"/>						
18.10) Service Appointment Inquiry	<input type="checkbox"/>		<input type="checkbox"/>						
19) Theft notification and parking damage detection		<input type="checkbox"/>		<input type="checkbox"/>	3 years from activation Term extension via Mercedes me Store	Anti-Theft Protection package (P54)	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)  Except for Roadster and Cabriolet body types.		
20) Interface to Third-Party Providers						COMAND Online, Audio 20 or MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)		
21) LINGUATRONIC online voice control				<input type="checkbox"/>	3 years from activation Term extension via Mercedes me Store	MBUX multimedia system with pre-installation for navigation or media display	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), CLA (06/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019)		
22) Global Search				<input type="checkbox"/>	3 years from activation Term extension via Mercedes me Store	MBUX multimedia system with pre-installation for navigation or media display	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), CLA (06/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019)		
23) Valet Protect	<input type="checkbox"/>	<input type="checkbox"/>			3 years from activation Term extension via Mercedes me Store	COMAND Online, Audio 20 or MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT S/C/R (06/2019), AMG GT 4Door (07/2019)		

Mercedes me connect Overview of Services <sup>1)</sup>	Use possible with Mercedes me user account	Use possible with Mercedes me user account via the Mercedes me App <sup>3)</sup>	Use possible with Mercedes me user account via the Mercedes me Adapter App <sup>4)</sup>	Use possible via infotainment system in vehicle	Terms <sup>1)</sup>	Necessary special equipment and/or apps	Availability <sup>2)</sup> for the following model series as of date of production
24) Speed Alert	☐	☐			3 years from activation  Term extension via Mercedes me Store	COMAND Online, Audio 20 or MBUX multimedia system	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB(07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT 4Door (07/2019)
25) ENERGIZING COACH					from activation of ENERGIZING COACH	Special equipment PBR or PBP Code	GLS (06/2019)
26) Remote Engine Start (for pre-entry climate control)						Automatic transmission, code 26U and 08U/11U	A-Class Hatchback (06/2019), A-Class Sedan (09/2019), B-Class (06/2019), C-Class (07/2019), CLA (06/2019), CLS (07/2019), E-Class (07/2019), G-Class (09/2019), GLC (06/2019), GLB (07/2019), GLE (06/2019),GLS 06/2019), S-Class (06/2019), S-Class Maybach (06/2019), AMG GT 4Door (07/2019)  Except A200, B200, GLB200, CLA 200, Plug-in Hybrid Electric Vehicle and AMG GT S/C/R

☐ = Services can be used via this technical device.

1) The services can be used free of charge from activation for the specified term, after which they may be extended for a fee. The individual services can be activated within 1 year of initial registration of the vehicle or initial use of the vehicle (whichever occurs first). The Mmc services can be used in Malaysia, Thailand and Singapore on official Mercedes-Benz Malaysia vehicles.

2) Date of Production refers to Production Month of CBU OR Packing month of CKD kit (for CKD vehicles) at Daimler. Retail date of vehicle in the market will depend on sales planning. Mercedes me connect is applicable for vehicles with code MY800 (2019).

3) You can find information about the compatible devices and operating systems at [www.mercedes-benz-mobile.com](http://www.mercedes-benz-mobile.com).

4) This information is currently only available in selected multi-storey car parks.

5) Voice control of these services are not available.

6) The Mercedes me Adapter can be purchased from your Mercedes-Benz authorised dealer, who will be able to provide more details. You can also find more information on Mercedes me Adapter at [www.mercedes-benz.com.my/mercedes-me](http://www.mercedes-benz.com.my/mercedes-me).