Terms & Conditions

Last Revised: July 2022

These Terms and Conditions together with our Privacy Policy govern your use of MyBMW (the "App") and your relationship with the owner of the App, BMW AG (Petuelring 130, 80788 München; registered with the local court of Munich HRB 42243; "BMW") and its affiliates. By using this App, you agree to be bound by these Terms and Conditions.

1. Scope and availability of the App

MyBMW is a personal mobility companion, integrating your BMW vehicles ConnectedDrive features, journey management and more all in one app. You can find details about the services contained in the App in our Privacy Policy.

To use all services and features of the App, your mobile device used for the App as well as your BMW vehicle App assumes the functional capability and operational readiness of the mobile network required for the integrated SIM card. In some cases, the App and its services and features are therefore geographically restricted to the reception and range operated by the network provider and in particular may also be subject to interference caused by atmospheric conditions, topographical features, the position of your mobile device and/or the vehicle and obstructions (e.g. bridges and buildings).

Disruptions to the services of the App may occur as a result of force majeure, including strikes, lockouts and public agency orders, and also as a result of technical and other work that may need to be carried out on the systems of BMW, the suppliers of traffic data or network operators in order to operate properly or improve the Services (e.g. maintenance, repair, software updates to systems, expansions). Disruptions to the services of the App may also result from temporary capacity shortages due to peaks in demand for the services of the App or from malfunctions in third-party telecommunications systems. BMW will make every reasonable effort to rectify such disruptions without delay or to facilitate their rectification.

The customer can notify BMW Customer Support by email or phone of any disruptions to the Services. Contact details are available in the "Contacts Section" of this document.

2. Modification and termination of the App

BMW reserves the right to modify the scope of the App inasmuch as this modification is acceptable to the customer with respect to the overall scope of the App. In the case of a further modification of the scope of the App, the customer will be notified via the App.

The customer can terminate his or her use of the App at each time by deleting the App from his or her mobile device. BMW reserves the right to cease offering the App at any time by giving six weeks' notice.

3. BMW Login

Within the App, you can create a BMW Login. Once you create a BMW Login, you will be able to use the App.

In order to use the remote features within the App, you may need to add your vehicle via the App or the My BMW Portal. If your vehicle is not already displayed in the App, log into the My BMW Portalusing your BMW login and add your vehicle by providing the last seven digits of your vehicle's VIN. This can be achieved within the App as well by providing the full 17-digit VIN of your vehicle. The App will access and use this information from your ConnectedDrive contract in order to provide you with the remote features in the App.

4. Data Charges

The App requires utilisation of wireless or mobile data access for your mobile device. You shall be independently responsible for securing the necessary data access service. The provider of such access to your mobile device may charge you data access fees in connection with use of the App. You are solely responsible for all such charges payable to third parties network providers.

5. Privacy Policy

By using the App, you also agree to our Privacy Policy, which can be viewed-in the settings of the App.

6. GPS and Estimated Time of Arrival

The App uses GPS to estimate destination arrival times. Please note that continued use of GPS running in the background can dramatically decrease battery life of your mobile device. Standard data rates may apply, depending on your mobile service provider and plan. Times of arrival are intended as estimates only. A number of factors may impact actual arrival time, including traffic and weather.

7. Use While Driving

The App is intended to be launched while the user is not operating his or her motor vehicle. Do not use the App while operating a motor vehicle unless the App is connected to the infotainment display and can be used in a hands-free manner

8. Liability

BMW shall assume no liability for the accuracy and topicality of the data and information transmitted via the App. This shall also apply for the consequences of disturbances, interruptions and functional impairments of the App. To the extent possible at law, including under the Australian Consumer Law, BMW and members of the BMW Group shall not be in the event of malfunctions, interruptions and functional impairments of the App, excludes all warranties in relation to the App, and shall have no liability in connection with the customer's use of the App.
If you are a consumer for the purposes of the Australian Consumer Law, certain guarantees may apply to your use of the App which cannot be excluded by law. BMW's liability in connection with a breach of any such guarantee shall, in the aggregate, be limited to, at BMW's election, the resupply of the services or the payment of the costs of having the services supplied again.
No person shall be liable in connection with these terms and conditions or the use of the services for any special, indirect or consequential loss and damage including loss of profit, loss of bargain, loss of goodwill, administrative costs or any loss and damage that is not reasonably foreseeable at the time of conclusion of the contract.

9. Third Party Services

9.1 Any link or function contained in this App which provides access to third party programs or content are provided for convenience only. BMW does not express any opinion on or endorsement of the content of any such third party programs and expressly disclaims any liability for the quality, content, nature, or reliability of any such third party resources and the information, products and services found thereon.

With the Personalized Service Video, a video created by your BMW service centre showing the status or result of your vehicle service or repair, is presented. This embedded service is provided by 3rd party vendors instructed by your BMW service centre (available only at participating BMW Dealers).

10. Use of the App

The customer must not use the App for illegal purposes and shall not permit third parties to do so. The customer shall not be entitled to distribute or process commercially the data and information received within the context of his/her use of the App. BMW, in its sole discretion, may determine which uses of this App are improper and/or unauthorized. BMW may take any appropriate action in response to unauthorized uses of this App, including but not limited to blocking any user of this App.

11. Copyright and Trademark

BMW owns the copyright in all material and information contained on this App unless otherwise indicated. This App and all materials and information herein are for informational purposes only and are subject to all applicable German and international copyright laws. Any reproduction, retransmission or other use is strictly prohibited, if not permitted by law. In particular, you must not use any part of the materials on the App for commercial purposes without BMW's written permission.

BMW is the owner of or licensed to use all intellectual property in the content of this App and reserves the right to pursue any intellectual property infringement. No license is granted to you to use any trademark of BMW.

12. Community

12.1 Community Feature in the Explore Tab: Within the Explore tab, you can use our community features to consume BMW content and content generated by other users, as well as create own content (e.g. uploading pictures) and like or comment on existing content. By doing so, the full names of the user will not be shown. The feature will only be available to specific users which are members of a market individual loyalty program (e.g. "Excellence Club").

12.2 Community Rules and user obligations: Offering a safe and joyful experience for our users is paramount. Although the view and opinions of our community matter and encouraging participation is essential, it is equally important to be mindful that not every user will share the same points of view, and that a cultural sensitivity must be applied.

Each user of the My BMW Community:
– must only save, publish, transmit and distribute such content, e.g., photos, pictures, text, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to BMW that all required rights, licenses, permits etc. have been validly obtained. This shall also apply to content subject to intellectual property rights, such as trade names and trademarks. The user shall be exclusively responsible for such content;
– must not publish or distribute any content that is racist, insulting, discriminating, denunciating, sexual, glorifies violence or is otherwise illegal;
– must not to send chain letters or messages to more than one recipient at any one time, i.e., the user must not send mass emails or spam;
– must not carry out any disrupting interferences in the BMW network by use of technical or electronic aids, such as hacking attempts, brute force attacks, planting of viruses/worms/trojans and other disrupting attempts regarding BMW's software or hardware;
– may give notice via email to info@bmw.com.au of any detected breaches of the aforementioned rules.

12.3: Breach of User Obligations: In case of any violation of the rules mentioned in Section [12.2] , BMW reserves the right to impose following sanctions: warning; deletion of content; temporary deactivation of user account and

cancellation (irrevocable deactivation). The type of sanction shall depend on the purpose, impact, and type of the breach in light of BMW's and the user's interests.

BMW reserves the right to delete content created by users, such as photos or comments. In this event, the user shall be notified (such notice specifying the reason for the sanction) and, in the event of a breach of these T&C, may be sanctioned in accordance with Section [12.2].

A user who was sanctioned in accordance with the above may appeal the sanction via email to info@bmw.com.au specifying the reasons for the appeal. A person not involved in the initial decision to sanction the user will decide on the appeal within 14 days after receipt of the appeal.

12.4: Usage of User content: BMW shall have the right to save content or disclose such content to third parties, to the extent this is required by law, or legally permissible and reasonably necessary, in order to
– comply with statutory law, or court or administrative orders;
– ensure compliance with these T&C;
– react to claims of breaches of law raised by third parties

The user grants BMW all rights, licenses and permissions necessary to display, reproduce, disseminate, and otherwise use the user content in connection with the BMW Community. We may edit or remove uploaded content, or block or disable replies on a topic, at any time in our sole discretion. You also grant us the rights to re-use your content to market and promote BMW, such as on our website, in public or private presentations, press releases and interviews, or in connection with our sales and marketing and other publicity efforts. We will endeavor to work with you before re-using your content.

13. Miscellaneous

13.1 Applicable Law and Jurisdiction: The sole place of jurisdiction for all claims resulting from the business relationship with businesspeople is Munich.

The same place of jurisdiction shall apply if the customer does not maintain a general place of jurisdiction in Germany, moves his/her domicile or place of residence from Germany after conclusion of the contract, or if his/her domicile or place of residence is not known at the time when action is brought.

German law, excluding UN sales law, shall apply to any disputes arising from or in connection with this contractual relationship. This choice of law shall apply only to the extent that the mandatory, applicable consumer protection regulations of the state in which the consumer usually resides at the time of placing the order are not removed.

13.2 Compliance: The owner of the App is based in Germany. BMW makes no representation that the App is appropriate or available for use in other locations. If you access the App from other locations, you are responsible for complying with local laws. By downloading the App, you warrant that you are not located in any country, or exporting such software to any person or place, to which Germany has embargoed goods.

13.3 Void Where Prohibited: Although this App and its content may be accessible worldwide, any product or service offered herein is void where prohibited by law. Accessing the App from territories where its contents are illegal or unlawful is prohibited.

13.4 Changes to these Terms and Conditions: The current version of these Terms and Conditions may be viewed in the settings of the app. BMW reserves the right to change these Terms and Conditions at any time. We will notify you of changes by publishing the amended Terms and Conditions on this page and alert you of changes when you open the App. BMW recommends that you review these Terms and Conditions regularly for any changes. Certain Terms and Conditions may be superseded by expressly designated legal notices or correspondence sent to you.

Continued use of our App after notification of any change in the Terms and Conditions indicates your consent to such changes. The date on which this policy was last revised is located at the top of this page.

13.5 Severability: If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable, then to the extent that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted. The remaining Terms and Conditions shall survive, remain in full force and effect, and continue to be binding and enforceable. No waiver by BMW of breach of an obligation arising under these Terms and Conditions shall constitute a waiver of any other breach.

MyBMW App & MINI App Services and Features List

Date Revised: 02-March-2022; Version: Release 07/22

The BMW Connected service is a family of applications and services. The service includes BMW Connected and MyBMW App for iOS, BMW Connected and MyBMW App for Android, MINI Connected and MINI App for iOS, MINI Connected and MINI App for Android, BMW Connected applications running in the vehicle, and integrations with devices such as Apple and Samsung watches.

The following features are included in the BMW Connected service. The actual features available to you may vary depending on your vehicle and the technical capabilities / equipment of your vehicle, your country of residence and the device you use to access the service. Features and services that are available only in BMW or MINI are indicated below. All other features are available in both BMW and MINI.

Services and Features

My Connected Account (BMW;MINI;)
- Account Creation and Login
- Add a Vehicle
- Your data and the ConnectedDrive IT Systems
- Delete Your Connected Service Data
- Your Permissions Settings
- Notifications and In-App Messages
- Analytics for Personalized Customer Experience
- Analytics
- User Submitted Feedback

Charging Station Feedback (BMW;)
-    Provide Feedback about visited Charging Stations

Community (BMW; MINI;)
-    Newsfeed to consume and interact brand- and User generated- content
-    Upload own content

Contact Search (BMW; MINI;)

My Journey (BMW;MINI;)
- My Destinations
- Intelligent Mobility Assistant – What the system learns
- Navigating to My Destinations
- The Map
- Search History

BMW Dealers and Service (BMW;MINI;)
- Find a Service Center and Schedule an Appointment
- Roadside Assistance
- Recall Notification
- Personalized Service Video
- Service Check-In

My Connected Resources
Australia
www.bmw-connecteddrive.com.au

Community Feature in the Explore Tab
Date Revised: 02-March-2022; Version: Release 07/22

Within the Explore tab, you can use our community features to consume BMW content and content generated by other users, as well as create own content (e.g. uploading pictures) and like or comment on existing content.

All functions at a glance:
- Upload own content (e.g. Pictures, text)
- Like content of other users
- Comment on content of other users
- Comment on comments of others
- Search for specific content
- Participate in Challenges
- Report users in case of inappropriate use
- Delete uploaded content (e.g. pictures, comments etc.)

Prerequisites:
• Connected vehicle in the App
• Feature is available only to specific target groups (e.g. Member of a local loyalty program).

How-to activate:
- Activation of the feature is automized (based on fulfilment of Prerequisites)

Using the service
- The user can consume available content in a Newsfeed after accessing the Community via the Explore Tab
- With a click on the respective icon, (depending on fulfilment of prerequisites) the user is able to upload own content (e.g. pictures stored on mobile device) and add a text and tags.
- Via a search functionality, all content can be retrieved by any user (e.g. by searching for specific tags)
- The user can like or comment on content
- The user can comment on other comments
- The user can report inappropriate content.

Community Rules and user obligations
Each user of the My BMW Community:
- must only save, publish, transmit and distribute such content, e.g., photos, pictures, text, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to BMW that all required rights, licenses, permits etc. have been validly obtained. This shall also apply to content subject to intellectual property rights, such as trade names and trademarks. The user shall be exclusively responsible for such content;
- must not publish or distribute any content that is racist, insulting, discriminating, denunciating, sexual, glorifies violence or is otherwise illegal;
- must not to send chain letters or messages to more than one recipient at any one time, i.e., the user must not send mass emails or spam;
- must not carry out any disrupting interferences in the BMW network by use of technical or electronic aids, such as hacking attempts, brute force attacks, planting of viruses/worms/trojans and other disrupting attempts regarding BMW's software or hardware;
- may provide prompt notice via email to info@bmw.com.au of any detected breaches of the aforementioned obligations or in case you see your initial posted content deleted while following above obligations.

In case of any violation of the forementioned rules, BMW reserves the right to impose following sanctions: warning; deletion of content; temporary deactivation of user account and cancellation (irrevocable deactivation). The type of

sanction shall depend on the purpose, impact, and type of the breach in light of BMW's and the user's interests. BMW reserves the right to delete content created by users, such as photos or comments. In this event, the user shall be notified (such notice specifying the reason for the sanction) and, in the event of a breach of these T&C, may be sanctioned in accordance with the above.

How we may use your content.
The user grants BMW all rights, licenses and permissions necessary to display, reproduce, disseminate, and otherwise use the user content in connection with the BMW Community. We may edit or remove uploaded content, or block or disable replies on a topic, at any time in our sole discretion. You also grant us the rights to re-use your content to market and promote BMW, such as on our website, in public or private presentations, press releases and interviews, or in connection with our sales and marketing and other publicity efforts. We will endeavor to work with you before re-using your content.

Service availability
The BMW Community features are only available in selected countries to selected users.

What type of data is processed at BMW touchpoints (MyBMW app)?
- Authentication information
- Uploaded content by the user such as pictures or text.
- BMW Global Customer identification number (GCID)

Data transmitted to 3rd parties and deletion:
- Data generated by the interaction with the feature (e.g. likes, comments, pictures, texts) will be stored at a 3rd party (for details of data handling and deletion please refer to the Privacy Policy).

Contact Search

Date Revised: 18.03.2022; Version: Release 07/22

Service Description

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

In Detail:

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

Further Information

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

BMW DealerServices

Features related to finding a BMW Service Center and servicing your vehicle.
Depending on the local requirements in each market, the service details may differ.

Find a Service Center and Schedule an Appointment

Schedule a service appointment for your vehicle with a BMW Service Centre. In some markets, you can book the appointment directly via the App. In other markets where direct booking is not yet available, you can send an Appointment Request Form via the App to the Service Center, who will then respond via e-mail or phone to confirm your appointment time.

Appointments made by other channels (phone or over the counter) will also be displayed in the app.
Next to all App Service Bookings, which are already displayed in the MyBMW App, you are also able to manage all other scheduled service appointments (e. g. arranged by phone or onsite at the dealership)

The App will alert you when your vehicle needs to be serviced. To schedule an appointment, start by searching for a dealer by using various criteria to find a Service Center near you. In some markets, if you have a favorite or regular Service Center that you prefer to handle all your vehicle maintenance needs, you can save your dealer preference and have this dealer displayed at the top of your searches. Thereafter, you can easily schedule an appointment for your vehicle from the dealer detail screen.

Prerequisites:
This feature requires the location permission setting to be enabled in the App Settings Menu.

What data will be stored in the vehicle?
No data is stored in the vehicle.

What data will be processed or stored in BMW/MINI IT systems?
Search for dealer
-   Location

Dealer preference
-    Home / Preferred dealer

Appointment (for appointments booked by the App)
-    Appointment request (name, contact information, appointment time etc)
-    When cancelling the booking – reason and comment (we recommend that you do not include any personal
 information in the comment field)

Service alerts
-    Vehicle data (such as check control messages)

Data transmitted to 3rd parties:
When you request an appointment, the request may be sent directly from the Connected service or via e-mail. For requests by e-mail, the Service Center will contact you to confirm your appointment. In both cases, you will be prompted for your consent to share your data with the Service Center.

Appointment request

- Vehicle Identification Number (VIN)
- Your contact information (your name, address, comments, phone number or email address)
- Service being requested (your comments, and may include your vehicle data)

When will data processed be deleted?
To reset your preferred dealer setting, select a different dealer or delete your saved preference from the ConnectedDrive Portal.

The appointment data is deleted from BMW IT systems 30 (thirty) days after the appointment took place.

The appointment cancellation information is reviewed by the application team for product improvement purposes. It is retained for 6 (six) months and can be deleted by selecting Delete All Application Data? in the Privacy Menu.

Personalized Service Video

The Personalized Service Video is a video created by your BMW service center to show the status or result of your vehicle service or repair. Where enabled by the service center, you can additionally authorize specific work to be done by your BMW service center.

You can receive a push notification when a video has been created by your BMW service center when the vehicle is in service. You can access the video by opening the notification and viewing the video either in the App or via link to the external webpage of the service provider.
You can contact the BMW service center straight from the message page via phone or e-mail (defined by the contact details provided by the dealer).

Prerequisites:
This feature requires that notifications must be enabled to receive the push notification.
The vehicle which is at the service center must be mapped to your account.
The BMW service center must have the service enabled.

Please note, that this service is provided by the respective BMW service center through a 3rd party provider. The content is provided by the BMW service center and BMW AG or your national sales company are not liable or responsible for any content associated with the video sent.

What data will be stored in the vehicle?
None

What data will be processed or stored in BMW/MINI IT systems?
Personal data that we're processing (we receive this from the 3rd party contracted by your service center through our API):
•   Vehicle Identification Number (VIN)
•   Information about the Dealer: name, postcode, address
•   Information about the Service Advisor at the dealer: name, e-mail address, phone number

Data transmitted to 3rd parties:
Your service center provides the video functionality via contracted 3rd parties. In order to send the video via app, we let the 3rd party know that there is an account related to your VIN via an encrypted message through our API. We inform the dealer via the 3rd party if the embedded video shown was viewed, so that the service center can be sure the customer has received their message.
Apart from that, we're only sending technical information, such as a Thread ID (identifies all messages that belong to a single workshop visit) and a Message ID (identifies a single message from the dealer).

When will data processed be deleted?
Data is retained until you delete it or if you stop using the service for more than 5 years.

Service Check-In

The Service Check-In allows you to check in your vehicle at your BMW service center remotely, so that you can save time when you drop off your vehicle at the service center, or even drop it off outside of opening hours.

Where provided by the service center, you will receive a push notification approx. 1 day before your planned service appointment with a request to check in online. From the app, you will be linked to the external webpage of the service provider of service check-in. You can review the appointment details, add additional comments for your service adviser and see offers from your BMW service center that are relevant for your visit.

You can contact the BMW service center straight from the message page via phone or e-mail (defined by the contact details provided by the dealer).

Furthermore, you will receive a push notification when your vehicle is ready to be picked up. Via your other preferred channel such as SMS or e-mail (two-factor authentication), you will receive a PIN code if your vehicle keys have been left in a self-service kiosk for pick up whenever is convenient for you.

Prerequisites:
This feature requires that notifications must be enabled to receive the push notification.
The vehicle which is at the service center must be mapped to your account.
The BMW service center must have the service enabled.

Please note, that this service is provided by the respective BMW service center through a 3rd party provider. The content is provided by the BMW service center and BMW AG or your national sales company are not liable or responsible for any content associated with the service check-in.

What data will be stored in the vehicle?
None

What data will be processed or stored in BMW/MINI IT systems?
Personal data that we're processing (we receive this from the 3rd party provider through our API):
• Vehicle Identification Number (VIN)
• Information about the Dealer: name, postcode, address, phone number, e-mail address

Data transmitted to 3rd parties:
3rd parties are the vendors that provide the service-check in functionality. We implicitly send the information that the customer has an account in the My BMW App.
Apart from that, we're only sending technical information, such as a Thread ID (identifies all messages that belong to a single workshop visit) and a Message ID (identifies a single message from the dealer).

When will data processed be deleted?
Data is retained until you delete it or if you stop using the service for more than 5 years.

Roadside Assistance

Need help on the road? You can call Roadside Assistance directly from the App. In some countries, you can choose to share your GPS location with BMW's external Roadside Assistance Partner directly from the App when you call. If you choose to share your GPS location, you will be able to track the location of the service vehicle as it navigates to your location. If you choose not to share your location, you will need to describe your location to the Roadside Assistance Agent. The external Roadside Assistance Partner varies depending on the country.

Prerequisites:
This feature requires the location permission setting to be enabled in the App Settings Menu.

What data will be stored in the vehicle?
No data is stored in the vehicle.

What data will be processed or stored in BMW/MINI IT systems?
Shared with BMW Roadside Assistance Agent
- Your name, VIN, phone number, and location (optional: latitude / longitude co-ordinates sent from App)
- Permission to send location, VIN, vehicle status to the Call Centre Agent

Data transmitted to 3rd parties:
A BMW external Roadside Assistance Partner provides the service. You will receive a text message when the service vehicle has been dispatched.

Sent to assistance provider
- Your name, phone number, and location (optional: latitude / longitude co-ordinates sent by the App)

From Roadside Assistance Partner to you – displayed on the real-time tracking page (if applicable)
- Service vehicle driver name
- Licence plate number of the service vehicle
- Current location of the service vehicle
- Service vehicle estimated time of arrival

When will data processed be deleted?
No data to delete

Recall Notification

Keep up to date with important safety information for your BMW.

Prerequisites:
This feature requires that the notifications must be enabled in the Settings Menu

What data will be stored in the vehicle?
No data is stored in the vehicle

What data will be processed or stored in BMW/MINI IT systems?
Identification
- Vehicle Identification Number (VIN)
- User identifier

Data transmitted to 3rd parties:
No data is transferred

<u>When will data processed be deleted?</u>
Data will be deleted 90 (ninety) days after the end of the recall.

My Connected Account

Your BMW Connected account is the key to unlocking a world of Connected services. Your account ties your vehicle, preferences, and data all to your profile allowing the service to become your personalised mobility assistant.

Account Creation and Login

By its nature, the Connected service is intended to provide you with a highly personalised experience. In order to personalise the service specifically to your preferences and travel patterns, you will need to create your BMW account or log in if you already have one.

You may already have an account if you use other BMW services that require you to login, such as the ConnectedDrive Portal. A ConnectedDrive account may also have been created when you purchased your vehicle. If it was created for you, it should be used to log into the Connected service. Your user ID will be included in the paperwork you received with the vehicle.

How to create and edit your account

If you need to, you can create your account in the App or in the ConnectedDrive Portal. In the App, select the option "Register here" on the login screen. In the ConnectedDrive Portal, select the option to register. This will lead you through the account creation process.

You can edit your account information to make corrections at any time in the ConnectedDrive portal. For a link to the ConnectedDrive portal, see the resources section on services and feature list.

Logging in and access PIN

When you log into the App for the first time you will be prompted to create a PIN and optionally enable Touch ID/Face ID (iOS devices only). Once you are logged into the service the App stays logged in until you manually logout. To keep your data secure, when you open the App you will be prompted to authenticate using the PIN, your Touch ID or Face ID (on later model iOS devices).

You can reset or disable your PIN and biometric setting in the profile settings in the App. If you disable the PIN and biometric settings, you will be able to use the App without entering a PIN. However, a PIN, Touch ID or Face ID is still needed to unlock the vehicle from the App.

Automatic sign-on

While the App is your digital home for your vehicle services, services such as the store and Financial Services, may be accessed through the mobile web portals.

When you click on "Financial services" or "Shop", the App will launch the mobile website in the phone's native web browser. You will automatically be logged in using state-of-the-art, secure methods using a secure authentication token. No personal data is passed between the applications.

QR Code Scan

If you want to use your profile in a new vehicle for the first time, you can use your Smartphone to scan a QR code and your profile will be sent to the vehicle. Your information will be sent to the vehicle and the login will be done automatically.

Profile Picture

Using the App, you can set up a custom profile image to display in your vehicle. You can choose from a set of default avatars or you can upload a photo from your phone.

What data will be processed or stored in BMW/MINI IT systems?

Account information
- E-mail address, password
- Contact information
- Top driver number (select markets only)

Security information
- PIN

Profile
- Image

Data transmitted to 3rd parties:
Your BMW login is shared across BMW Group legal entities.

When will data processed be deleted?
Your Connected account data is retained as long as you continue to use the Connected service. If you stop using the service for 5 (five) years, the service is unlinked from your BMW account and all application data is deleted. Your BMW account is not deleted since you may still use it with other BMW services. Your BMW account can be deleted by contacting BMW with a request for erasure. See section in the Privacy Policy on "Your Rights" for instructions.

Your profile image is retained until you change it or delete your Connected account.

Add a Vehicle
To use the remote services features of the Connected service you must add your vehicle to your ConnectedDrive account. This can be done using the ConnectedDrive Portal or in the My BMW App itself from the "Vehicle" tab.

Prerequisites:
- To add your vehicle you must have an active ConnectedDrive subscription.

What data will be processed or stored in BMW/MINI IT systems?
Profile
- Vehicle Identification Number (VIN)
- Licence plate number
- Home dealer ID

Data transmitted to 3rd parties:
-

When will data processed be deleted?
Your profile data can be deleted by deleting all your Connected service data as described below. Deleting your profile removes the reference to your vehicle from the Connected service. However, it does not delete your vehicle from the ConnectedDrive account. To delete it from your ConnectedDrive account you must delete it on the ConnectedDrive Portal.

Your data and the ConnectedDrive Cloud
Most data collected and processed by the service is stored in the ConnectedDrive Cloud. The ConnectedDrive Cloud is hosted in Microsoft Azure data centres in Europe, the USA, Korea and China. Data for all countries, except the United States, Canada, Korea and China, is stored and processed in Europe.

BMW ensures that your personal data is processed in accordance with local privacy regulations, including the European level of data protection, using EU standard agreements, including suitable technical and organisational measures. All other data processed by the service is hosted on BMW IT systems.

Technical logs are generated to enable system administrators to monitor and troubleshoot the system. Logs are retained for 30 (thirty) days.

Delete Your Connected Service Data
You can delete your Connected service data at any time directly in the App.

Clicking the "Delete All Application Data?" button in the "Privacy and Terms" Menu will delete all data generated and stored by the Connected service both on your Smartphone. Some data, shown by the service, is removed from the service but not deleted. Your BMW ID will not be deleted.

The following data will be deleted from the Connected service but is retained for use by other BMW services
- account login (BMW ConnectedDrive / myBMW login)
- contact data (last name, first name, address, email address, etc.)
- vehicle in ConnectedDrive account
- vehicle status data (next service, oil level, brake wear, mileage, battery voltage, fuel levels, door and window status, etc.)

Your Permissions Settings
The service will ask for your permission to collect or share your data in several ways.

Data collection and processing by the service
- Your permission may be needed for a single transmission, such as submitting your data to set up a service appointment for your vehicle
- When you use the App for the first time, you will be prompted for permission to collect and process a few specific types of data. If you decline, the features that require this data will be disabled.
- By agreeing to this Privacy Policy, you are giving your consent for the service to collect and process all other data types

Consent is requested for
- calendar events (event title, location, start / end times, attendees)
- notifications (all notifications on/off) and options for some specific notice types
- location data (geolocation)
- photos (Customer avatar)
- camera (Customer avatar)

For location data, the service gives you the option to disable location data, enable location data only while using the App, or always enable location data. Many of the service features depend on location data. If you choose to disable location or enable location only while using the App, these features will be disabled. You should be aware that continued use of GPS running in the background could dramatically decrease your device's battery life. If you experience reduced battery life, try selecting the "Lower" option for the "Battery Usage" setting in the App's "Settings" Menu.

You can change your permissions at any time from the "Settings" Menu in the App.

Notifications and In-App Messages
Many of the App features push notifications that are displayed on the lock screen of your Smartphone. Other features display messages and information on the "Activity" tab in the App itself.

Notice Messages include
- service operations; such as alerts for possible interruption of service
- feature notices; such as time to leave and weather alerts

- vehicle status; such as recall alerts and your vehicle is due for an oil change
- financial services reminders (in select markets)
- service expirations; such as your ConnectedDrive real time traffic service is about to expire
- general application notices; such as what is new in this version of the App

<u>Offer Messages</u>
- service renewals, discounts, general interest offers

You can enable/disable the application notifications by changing the notification permissions in the "Settings". In addition, you can enable/disable offer messages at any time on the "Settings" | "Notifications" screen.

<u>What data will be processed or stored in BMW/MINI IT systems?</u>
- Offer messages: User opt-in choice, date/time and text displayed

<u>Data transmitted to 3rd parties:</u>
- Anonymised user ID
- Phone information (OS version, phone model, phone notification token)
- App version
- Language preference
- Time zone

<u>Analytics for Personalized Customer Experience</u>
For the purpose of providing you a personalized experience, relevant information and offers in the App, we gather analytics data on App and feature usage. This information is sent along with a unique ID that is created when you first use the App.
If your country requires an extra permission for profiling/analytics you may be asked separately (if you have not given consent yet) and may change your preferences at any time (marketing permissions in your profile section). We may use these app data to enrich your personal customer profile in order to individualize our communication to you even better.
If your country requires an extra permission for sharing certain data with 3rd parties you may be asked separately (if you have not given consent yet) if we may share these data (in a pseudonymized way) with third parties (such as Google or Facebook) for the purpose of showing you personalized content on external social media and websites. You may change your preferences at any time (marketing permissions in your profile section).

<u>Prerequisites:</u>
- Agreed to Analytics for Personalized Customer Experience (during first time use setup or changed via settings)

<u>What data will be processed or stored in BMW/MINI IT systems?</u>
<u>Usage information:</u>
- Your App ID
- App events such as App sessions, crashes, taps, clicks, pages, searches, etc.
- Device information such as device brand, operating system version, etc.
- Vehicle attributes such as model, series, drivetrain type, preferred service partner, etc.
- General location: city, state, country
- Content/articles you have been looking at

<u>When will data processed be deleted?</u>
6 months.

If you wish, you can opt-out of the sharing of such usage information (if you have previously agreed to sharing). To do so, deselect "Analytics for Personalized Customer Experience" in the "Settings - Permissions" menu.

Analytics
For the purposes of product improvement, we gather pseudo-anonymous analytic data on App and feature usage. This information is sent along with a unique ID that is created when you first use the App. The data is aggregated together with data from all users. In addition, anonymised location data is used to create a visual representation of user distribution across the world. The insights from this data support our product development efforts by helping us to detect and fix bugs, and to identify opportunities for new features.

Your Vehicle Identification Number (VIN) may be used in the efforts to improve product features such as adding your vehicle and performing Remote Services commands. All results from the analysis are aggregated with data from all users – individual data is not reviewed. In addition, if you report a problem via the App's "Send Feedback" page, your VIN may be used to help us identify and fix the issue.

Prerequisites:
-

What data will be processed or stored in BMW/MINI IT systems?
Pseudo-anonymous usage information
- Your App ID
- App events, such as App launches, menu clicks, or created trips (no personal information is included in the App events)

Vehicle data
- Vehicle Identification Number (VIN)

Location
- Anonymised location

Data transmitted to 3rd parties:
-

When will data processed be deleted?
Anonymous analytics are retained for 6 (six) months.

If you wish, you can opt-out of the sharing of such pseudo-anonymous usage information. To do so, deselect "Allow use of data analytics" under the "Settings" Menu. You will then be given the option of continuing to use the App, in which case no new anonymous usage information will be collected.

User Submitted Feedback
At any time, you can share your ideas or issues regarding the Connected service with our Product team. You will also occasionally be prompted in the App to rate your experience and leave comments. All feedback opportunities are optional.

The feedback comments are intended to be pseudo-anonymous. However, if you enter personal information in the free-text comment box, this information will be transferred to the Product team.

Prerequisites:
-

What data will be processed or stored in BMW/MINI IT systems?
Feedback
- Your App ID
- Device information such as device brand, operating system version, etc.

- Vehicle attributes such as model, series, drivetrain type, preferred service partner, etc.
- General location: city, state, country
- Your entered comments
- Your provided rating

Data transmitted to 3rd parties:
-

When will data processed be deleted?
User feedback is retained for 24 months.

Driving statistics and Gamification
For the purpose of providing you a personalized driving experience and help you increasing driving efficiency, vehicle driving data (e.g. speed, consumption, geolocation) is collected and aggregated. This information is sent along with your vehicle identification number and your BMW ID in case you have connected your BMW ID to your vehicle for personalization purposes and grant permission for it.

This vehicle driving data is also used for driving recommendations and gamification elements that help you in driving more efficiently. Without permission we are not able to provide driving statistics, driving recommendations and the driving game.

You may change your permission for driving statistics, driving recommendations and the driving game at any time and/or delete all related driving data. If you do so, there will be no further processing of your driving data happening for driving statistics, driving recommendations and the driving game unless you decide to grant permission again or connect a new vehicle with your BMW ID.

Prerequisites:
- Agreed to participating in Sustainability and Driving Statistics in the cause of customer opt-in in the MyBMW-App.
- Agreed Data-Privacy-Menu for Driving Statistics in the car. (Process can also be managed in the MyBMW-App).
- Agreed to participating in the Driving Efficiency Pleasure game (during first time game introduction).
- Log-In at your car with your connected drive account while driving.

What data will be processed or stored in BMW/MINI IT systems?
Usage information:
- Your BMW ID
- Vehicle attributes such as model, series, drivetrain type, preferred service partner, etc.
- General location: country, state, city, point of interest
- vehicle profile (vehicle identification number; VIN, etc.)
- geolocation and movement data (time, duration, geolocation, consumption, speed, etc.)
- vehicle condition data (such as open/closed doors, window open, usage of features, etc.)
- Digital rewards and/or efficiency score

When will data processed be deleted?
To offer you comprehensive driving statistics and a good gaming experience, we keep the aggregated data for 24 months. Underlying detail vehicle movement data is deleted after 6 months.
Data will be kept if you unmap the vehicle or opt-out of the feature in case you need to see the data at a later stage. But process of data collection will be terminated incase you unmap your car or opt-out.

My Journey

Date Revised: 29-Jun-2021

My Destinations

Mobility is all about getting where you want to go on time. The Connected service makes finding and navigating to your destinations effortless.

Whether you search or manually add a destination to the App, the App displays details such as the name of the location and street address. If your vehicle is electric, the App will also inform you if that destination is out of the range for your vehicle`s current charge level. This is an estimate based on the current level of charge and estimated distance to the location for the predicted route. The actual range may vary depending upon a variety of factors, including personal driving behaviour, selected route, weather conditions, usage of heating/cooling and preconditioning.

Adding a destination

Find and add destinations to the Connected service manually by typing them in, by copying or sharing an address from another App, or by pressing and holding on the map to drop a destination pin. You can then view the details of a destination, such as the exact address, its distance from your current location, and your estimated travel time. On the map, see a preview of the best route to take based on current traffic conditions.

When you add a destination, you can edit the destination name, search for parking facilities near the destination, schedule a desired time to arrive, or save the destination for easy access later.

Adding destinations from Search

Browse nearby destinations by category – choose Parking, Fuel, Food and Drink, Dealers, or Charging. After tapping on the search bar, these categories will appear for selection. Alternatively, you can manually search for any point of interest.

Personal Points of Interest (POI) and Online Search

Planning a trip? Whether you are going to some place you have never been before or a place you visit regularly, Personal POIs and Online Search makes it easy to find the address and load it into the navigation system.

When you enter a destination in the vehicle navigation system, you can flag it as a favorite. You can store up to 30 favorites.

When you search for a destination or point of interest in the vehicle, the App or the web portal, the Online Search service will perform a general internet search and search your personal POIs for the best matches. If your phone is connected to the vehicle via Bluetooth, the search will also search phone contacts for matches if the contacts are enabled in the App or vehicle. A contact address is only copied to the system if you select it to load the address into the navigation system. No contact details are copied.

After you have searched for your POI, you can then search for parking nearby.

Prerequisites:

- Destination features, such as calculating your travel time, require the location permission setting to be enabled.
- Importing destinations from your require the calendar permission setting to be enabled.

What data will be processed or stored in BMW/MINI IT systems?

Destination data

- Location (latitude/longitude coordinates, street address, name of destination)

- Scheduled date/time to arrive at the destination

Data transmitted to 3rd parties:
When you search for a destination, whether you are searching manually or by category, your search request is sent to the service map provider in order to find and display your search results. If you have allowed the App to use your location, the Connected service also sends your current location to the map provider so that the search results are optimised to include destinations near your current position. No personally identifying information is included in the request.

Search
- Search text or category
- Current geolocation

When will data processed be deleted?
Destinations are saved until you choose to delete them. You can delete them individually, or you can choose to "Delete All Application Data?" which will delete all saved destinations as well as other personal data stored in the App.

If you stop using the service for 5 years, your profile and all remaining data will be deleted. This includes all destinations still stored by the service.

Navigating to My Destinations
You can send the destination from the App to your vehicle's navigation system over the air – no USB or Bluetooth required.

What data will be processed or stored in BMW/MINI IT systems?
Trip/Destination data
- Location (geolocation, street address, name of destination)

What data will be stored in the vehicle?
The destination will be sent to the vehicle you have selected in the App. The data is sent over secure communications channels (SSL) via a BMW IT system.

Send destination to the vehicle over the air
- Vehicle identification number (VIN)
- Location (latitude/longitude)

Data transmitted to 3rd parties:
-

When will data processed be deleted?
-

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

Prerequisites:

- Which option is needed?
- You must have added the vehicle to the App
- Location services enabled

What data will be processed or stored in BMW/MINI IT systems?
- Search results
- Geolocation
- Contacts

Data transmitted to 3rd parties:
Not applicable

When will data processed be deleted?
Search history is retained for 30 days.

You can delete destinations individually, or you can choose to "Delete All Application Data" which will delete all saved destinations as well as other personal data stored in the App.

If you stop using the service for 5 years, your profile and all remaining data will be deleted. This includes all destinations still stored by the service.

The Map
The App displays your destination and search results on a map, along with your current location. Maps are provided by "HERE".

Prerequisites:
-

What data will be processed or stored in BMW/MINI IT systems?
-

Data transmitted to 3rd parties:
The service sends your current location to the map provider to request the map image displayed in the App. No personally identifiable information is included with your location.

HERE Maps
HERE Europe B.V. is providing the map and online content for the iOS version of the App. In order to provide online map content, your location is directly transferred to HERE. All data processing by HERE is conducted in an anonymous manner in accordance with HERE's Privacy Policy. By accepting these terms, you also accept HERE's Privacy Policy: https://legal.here.com/privacy/policy

Share Location from Google Maps
Google's Maps API is used to process POI content for handover to the app. All data processing is conducted in accordance with Google's Privacy Policy. By accepting these terms, you also accept Google's Privacy Policy: http://www.google.com/policies/privacy

When will data processed be deleted?
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