Table of contents

Provider

Mercedes-Benz USA, LLC
One Mercedes-Benz Drive
Sandy Springs, GA 30328
USA
1-800-367-6372
Email: me-connect.usa@cac.mercedes-benz.com

App Description

The Mercedes me connect app gives you direct access to your model year 2019 or newer Mercedes-Benz vehicle by providing the latest connected car features & services, personal assistance and more.

Features and functions of the app may vary depending on your vehicle's equipment and your subscription services. Use of the app requires an active Mercedes me user account, which is free of charge. You also need to have accepted the applicable terms of use, which you can view on the Mercedes me connect portal along with other information.

This app provides information about your vehicle's warning lights. Please note that the functions of the warning lights in your vehicle may differ from those specified in the app, depending on the installed scope of equipment. In no way does this information replace the printed Owner's Manual, which contains further information and instructions.

Build number: 2.16.3-1243

Terms of Use

Terms of Use and License Agreement for the Mercedes me connect App
Version 2.16.3-1243 from 2020-09-04

PART I End User License Agreement („EULA")

1 Introduction

1.1 Provider and Agreement

The App is provided to you by Mercedes-Benz USA, LLC ("MBUSA" or "Provider") and is available in an app store ("Platform") operated by the Platform Operator. These Terms establish an agreement between you and MBUSA. By downloading, accessing, or using the App, you agree to the Terms. If you do not agree to the Terms, you may not use the App.

THESE TERMS AND CONDITIONS CONTAIN A PROVISION THAT GENERALLY REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS AND CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE SEE SECTION 7 FOR INFORMATION.

Your use of the App may also be subject to the terms and conditions of any service agreement with your wireless carrier and

to the terms and conditions effective between you and Platform Operators.

Platform Operators are third-party beneficiaries of this agreement, but these Terms do not establish an agreement between you and any Platform Operator.

1.2 Use and Purpose of the App

You understand and agree that the App is licensed, not sold, to you for use only as outlined in these Terms. The App is designed and intended only for personal use.

1.3 Function and Purpose of the App

The function and the purpose of the App are described underApp Description.

1.4 Registration

Provider may require you to create a user account in order to access the App or certain features. You must provide accurate and complete information when creating an account. And you must keep your user account information up to date.

2 Usage Rights

2.1 Scope of Rights

Except as otherwise provided in the Terms, the App and its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Provider, Provider's licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Provider grants you a non-exclusive, non-sublicenseable, nontransferable, and revocable right to use the App free of charge in accordance with the Terms for personal use only. This license does not allow you to use the App on a device that you do not own or control without permission of the device owner, and you may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, or redistribute the App. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates to the App, or any parts thereof. You may not remove any proprietary notices, labels, or marks from the App or take any action that would cause the App or its associated information to be placed in the public domain. You may not use the App for any commercial purpose or attempt to circumvent any security or access controls associated with the App.

2.2 Usage Rights for FOSS

The App contains free and open source software "FOSS". For those components the INFORMATION AND TERMS FOR FOSS INFORMATION have priority over these Terms.

2.3 Third Party Content

The App may contain or use third party software or content. For those components the INFORMATION AND TERMS FOR Third Party CONTENT have priority over these Terms. As far as rights are granted by a third party provider directly, you are entering into an agreement under the applicable terms with the third party provider regarding the use of the third party content when agreeing to the Terms. In case of a breach or violation of that agreement the third party provider may raise claims against you.

2.4 Expiration of Usage Rights

The license is granted on condition that you comply with the Terms. If you violate the Terms, as determined in Provider's sole discretion, the license grant regarding the App and its content automatically expires.

Provider reserves the right to withdraw or change the App, any part or feature of the App, and any service, product or material available via the App, temporarily or permanently, in Provider's sole discretion without notice to you. Provider will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, Provider may restrict access to some or all of the App.

2.5 Waiver and Assignment

No waiver by Provider of any term or condition set forth in the Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Provider to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.

The Terms and any rights and licenses granted in the Terms may not be transferred or assigned by you. Provider may assign any rights and licenses granted in the Terms without restriction

3. User Obligations

3.1 Responsibility

You agree that you will be legally bound by the actions taken and the agreements made by any person who uses the App in association with your account.

If you create an account, you are responsible for maintaining the confidentiality of your account and password. You may not share your account and password with anyone. You must notify Provider immediately of any breach of security or unauthorized use of your account.

Provider is not responsible for the acts of third parties who may access the App and information via your mobile device. You should use all security features of the devices that you use to access and use the App, including any password, locking, or encryption features, to help secure access to the App.

3.2 Obligation to Inform about Disruptions and Security Issues

You agree to promptly inform Provider about any disruptions in the App's operations, and of any unauthorized access to or use of the App, at the Contact Information provided below.

3.3 Acceptable Use

You agree to use the App only when it is safe to do so and in compliance with applicable law and these Terms.

You agree that you will not use the App in a way that has a negative impact on the App itself, associated websites, or on software that the App accesses.

You agree that you will not use the App to harass or harm any person. You agree that you will not impersonate or attempt to impersonate any other person or entity while using the App. You agree that you will not engage in any conduct that restricts or inhibits anyone's use or enjoyment of the App or that may, as determined by Provider in its sole discretion, harm Provider or other users. You agree that you will not attempt to disable, overburden, damage, or impair Provider's systems. You agree that you will not attempt to gain unauthorized access to the App, Provider's servers, or any server, computer, device, or database associated with the App.

You agree that all information you provide in association with the App, including all information provided in association with any user account that you may be permitted or required to create, is accurate and up to date. And you agree to maintain and promptly update the information that you provide.

You are responsible for informing all drivers and passengers of the vehicle(s) associated with the App and all users of the App regarding the associated data collection and data processing activities. Please see the App Privacy Policy for additional information.

Provider has the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the App.

YOU WAIVE, AND HOLD PROVIDER, ITS AFFILIATES, LICENSEES, AND SERVICES PROVIDERS HARMLESS FROM, ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Provider is under no obligation to enforce the Terms on your behalf against another user. Provider encourages you to notify Provider if you believe another user has violated the Terms. Provider reserves the right to investigate and take appropriate action in Provider's sole discretion. Provider assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. Provider has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Provider reserves the right to terminate your access to the App at any time in Provider's sole discretion for any or no reason, including if, in Provider's opinion, you have violated any provision of the Terms. Upon termination, the provisions of the Terms that, by their nature, survive termination or expiration shall survive.

4 Communications

You agree to be contacted by Provider or on Provider's behalf by mail, email, and other platforms for marketing and non-marketing purposes. You confirm that all of your contact information is correct. You also agree that you are the authorized user for the email address(es) provided. You also agree to notify Provider promptly if any of your contact information changes in the future.

By accepting the Terms, you consent and agree to receive important agreements, notices, disclosures and other communications in electronic form (either by e-mail or via the App). You agree that all communications that Provider sends to you electronically satisfy any legal requirements that such communications be in writing.

5. Disclaimer of Warranties

YOUR USE OF THE APP, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP IS AT YOUR OWN RISK. THE APP, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PROVIDER NOR ANY PERSON ASSOCIATED WITH PROVIDER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE APP. WITHOUT LIMITING THE FOREGOING, NEITHER PROVIDER NOR ANYONE ASSOCIATED WITH PROVIDER REPRESENTS OR WARRANTS THAT THE APP, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE APP OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. Liability

6.1 Liability of Provider

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, IN NO EVENT WILL PROVIDER OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES OTHER THAN YOU, AGENTS, MEMBERS, MANAGERS, OFFICERS, OR DIRECTORS BE LIABLE FOR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF PROFITS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), UNDER ANY LEGAL THEORY (WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, ANY ONLINE SERVICES LINKED TO IT, ANY CONTENT ON THE APP OR SUCH OTHER ONLINE SERVICES, OR OTHER SERVICES OR PRODUCTS OBTAINED THROUGH THE APP OR SUCH OTHER ONLINE SERVICES, EVEN IF FORESEEABLE AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Indemnity

You agree to defend, indemnify, and hold harmless Provider, its licensors, service providers, employees, agents, members, managers, officers, directors, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the Terms or your use of the App, including, but not limited to, any use of the App's content, services, and products other than as expressly authorized in the Terms or your use of any information obtained from the App.

7. Additional Provisions

7.1 Subject to Change

Provider may modify these Terms from time to time. The most current version of these Terms will be available here. You understand and agree that your access to or use of the App is governed by the Terms effective at the time of your access or use of the App. You should revisit these Terms on a regular basis, as revised versions will be binding on you. Any such modifications will be effective upon Provider's posting of new Terms. You understand and agree that your continued access to or use of the App after the posting of the new Terms of Use indicates your acceptance of the modifications.

7.2 Invalidity of Individual Clauses

If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

7.3 Applicable Law

These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws provisions.

7.4 Dispute Resolution

ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT THE CUSTOMER MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF CLAIMS QUALIFY.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT AND MUST FOLLOW THE TERMS OF THE MASTER AGREEMENT AS A COURT WOULD.

ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED.

ARBITRATION HEARINGS SHALL BE HELD IN GEORGIA. IF THIS LOCATION IS NOT CONVENIENT FOR THE CUSTOMER, THE CUSTOMER SHALL INFORM MBUSA. MBUSA WILL WORK WITH THE CUSTOMER TO DETERMINE A MUTUALLY CONVENIENT LOCATION. ANY DISAGREEMENTS REGARDING THE LOCATION IN WHICH ARBITRATION HEARINGS WILL BE HELD SHALL BE SETTLED BY THE ARBITRATOR.

NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN GEORGIA.

IF THE CUSTOMER INITIATES ARBITRATION, THE CUSTOMER'S ARBITRATION FEES WILL BE LIMITED TO THE FILING FEE SET FORTH IN AAA'S CONSUMER ARBITRATION RULES. REGARDLESS OF WHO INITIATES ARBITRATION, MBUSA WILL PAY THE CUSTOMER'S SHARE OF ARBITRATION FEES (NOT INCLUDING THE CUSTOMER'S ATTORNEYS' FEES) UP TO A MAXIMUM OF $2,500. IF THE ARBITRATOR RULES AGAINST MBUSA, IN ADDITION TO ACCEPTING WHATEVER RESPONSIBILITY IS ORDERED BY THE ARBITRATOR, MBUSA WILL REIMBURSE THE CUSTOMER'S REASONABLE ATTORNEYS' FEES AND COSTS UP TO A MAXIMUM OF $5,000, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF THE CUSTOMER'S CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH. IN ADDITION, IF THE ARBITRATOR RULES IN MBUSA'S FAVOR, MBUSA WILL NOT SEEK REIMBURSEMENT OF MBUSA'S ATTORNEYS' FEES AND COSTS, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF THE CUSTOMER'S CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH.

To help resolve any issues promptly and directly, the Customer and MBUSA agree to begin any arbitration within one year after a claim arises; otherwise, the claim is waived.

It is important that the Customer understand that by entering into these terms, the Customer and MBUSA are each waiving the right to a trial by jury or to participate in a class action against the other party for claims that are covered by this "Dispute Resolution" section. The arbitrator's decision will be conclusive and binding and may be entered as a judgment in any court of competent jurisdiction.

8. Platform Conditions

Depending on the platform, additional conditions apply for the use of the App:

8.1 Apple

8.1.1 These Terms constitute an agreement between you and Provider only and not with Apple. Apple does not assume any responsibility for the App, but is - in case of a breach of the Terms - entitled to raise claims against you (Apple is in so far beneficiary to the Terms).

8.1.2 Provider grants you the right to use the App only on iOS-devices that are owned or operated by you and in accordance with the App Store EULA.

8.1.3 Apple is in no way obliged to provide any maintenance or support services with regards to the App.

8.1.4 Apple does not assume any responsibility for the review, defense, settlement, or satisfaction of claims resulting from the infringement of third party intellectual property rights.

8.1.5 Apple is not obliged to react on claims brought against Apple by you or a third party in connection with the App or the property and/or the use of the App. This applies among others for the following claims: (a) product liability claims; (b) claims on the basis of assertion that the App is in breach of legal or regulatory provisions and (c) consumer protection claims or similar laws and regulations.

8.1.6 If the App does not satisfy an applicable warranty or guarantee, you are entitled to inform Apple, so that Apple may reimburse you the purchase price, if applicable. As far as legally permissive, Apple does not assume any warranty regarding the App.

8.1.7 Apple and its subsidiaries are beneficiaries of the Privacy Policy and these Terms and are, after acceptance by you, therefore entitled to (and this right is deemed to have been accepted) derive rights from these Terms and raise claims against you.

9. Privacy

The Mercedes me connect App Privacy Policy is incorporated by reference in these Terms. You agree that Provider's collection, use, and disclosure of information collected in association with the App is governed by the Terms and the Privacy Policy.

9.1 Use of Personal Data and Purpose Limitation

We process personal data of the user which the user enters when registering and using the app, data on the device released by them for processing and data in connection with the use of the app from the following categories: Tracking, Camera, Storage

The transfer of such data is neither legally or contractually prescribed nor necessary for the conclusion of a contract. The user is not obliged to transfer such data. The user can deactivate and reactivate transfer at any time via the native smartphone settings under Data Protection (iOS) or Apps (Android). However if such data are not transferred this may result in the app not functioning or only functioning with restrictions.

10. Contact Information

Mercedes-Benz USA, LLC
Customer Assistance Center
One Mercedes-Benz Drive
Sandy Springs, GA 30328
1-800-367-6372
me-connect.usa@cac.mercedes-benz.com

Privacy Policy

MBUSA appreciates your interest in the Mercedes me Connect App (the "App"). The protection of your privacy in the processing of your personal information is an important concern and we want you to feel comfortable using our App. Personal information collected during your use of our App is processed by us according to the legal provisions valid for the countries in which the App is maintained. Our data protection policy is also based on the Data Protection Policy applicable to Mercedes-Benz AG.

Collection and Processing of Personal Information

We collect, process and use your personal information in order to provide and improve the App and its functionalities only to the extent necessary or as far as you have consented to an additional use. In particular, we use information that you provide and, if subject to your app settings, information that is available on the mobile device or is being generated through the use of device functionalities, such as your contacts, location, and camera.

We use your contacts for the Points of Interest that we send to your vehicle. We use your location settings in order to allow you to locate your vehicle or obtain other location based services. We use your camera in order to scan the VIN plate. The use of the App is possible without access to this information and you may also revoke the App's access to your device information at any time by making changes to your device's privacy settings. However, if you deactivate the App's access to your information, this might lead to limitations on functionality.

Cookies

The App uses cookies and similar technologies such as HTML5 Storage (together hereinafter referred to as "Cookies"), in order to set up the App in an ideal way. This results in an easement of navigation and a high level of user friendliness within the App.

Cookies are small data files that are stored on your mobile device. They can be used to determine whether there has been any contact between us and your end device in the past. Only the Cookies on your mobile device are identified. Personal information may only be stored in cookies, if you have consented or if this is technically necessary, e.g. in order to provide a secured login. By using the App you consent to the use and storage of Cookies on your mobile device. The consent regarding the use and storage of Cookies may be revoked at any time by uninstalling the App.

This App uses the following cookies:

Cookie Name	Description
App-id	Function: Includes a randomly generated unique ID, which is used for the app authentification. Example value: MCMAPP.INT Storage: Duration of the session
BIGipServerMME AppProd_pool	Function: The cookies is used to deliver and forward incoming requests. Example value: 302098624.20480.0000 Storage: Duration of the session
LtpaToken2	Function: The cookie is used to provide the access to multiple systems by only on login. Example value: WN2Gk4Be/98bn/gWHcsSKR2lX+… Storage: Duration of the session
BIGipServergen2 _Prod.vhpbasic	Function: The cookies is used to deliver and forward incoming requests. Example value: 738371776.38431.0000 Storage: Duration of the session

If you use any integrated or referenced web offers (services of the Mercedes me connect portal, dealer search, service appointment, etc.) please agree to the use and storage of cookies on your end device. You can revoke your consent to the use and storage of cookies at any time by uninstalling the app.

[For these web offers we use the cookies listed here](.).

Push Notification

The App informs you through push notification about asynchronous features such as remote start, locate vehicle, and account updates. These are silent notifications - data only. This functionality cannot be disabled, as it is required for the App to function.

Analysis of User Information

In order to identify User preferences and therefore to further develop and improve the App, we analyze the usage data of the App using third party analytics providers. We use this information to tailor the App to your individual needs and preferences and to provide you with improved services. By using the App you have consented to this analysis.

Sharing of Personal Information

In order to provide you with services, we may disclose your information to: • Emergency and roadside assistance providers (e.g., roadside assistance and 911 emergency response) • Third-party service providers. Examples include, o Business partners that may provide you with services (e.g., Concierge Services) o Your Mercedes-Benz dealer (e.g., to schedule services) o Mercedes-Benz AG and MBUSA affiliates, including but not limited to Mercedes-Benz Financial Services, which will use the information subject to their own privacy statements, which may include maintaining and administering agreements with you or providing you with services, including financial services. • Law enforcement, if you have requested Stolen Vehicle Location Assistance service (subject to availability)

We may share the information we collect consistent with your authorization or consent, such as when you activate third-party services. This includes the disclosure of your e-mail address to third parties who provide marketing services on our behalf to send you information about vehicle products and services that may be of interest to you.

Additionally, we may also disclose your information to comply with the law; to respond to claims; to comply with legal process served on MBUSA or our affiliates (e.g., a lawful subpoena, warrant, or court order); to enforce or apply our policies or agreements (including to bill and collect payments); to protect and defend our rights or property or that of Mercedes-Benz AG, our affiliates, dealers, customers, employees, visitors, or the public; in connection with a business transfer, sale, liquidation, or merger; and if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure.

We may also provide aggregated data about our Mercedes me connected subscribers and related telematics service information to third-parties but these statistics will not include information that can reasonably identify you or your vehicle.

Security

We use commercially reasonable technical and organizational security measures to protect the personal information supplied by you and managed by us against manipulation, loss, destruction, and access by third parties. The security of your information also depends on you. If you have activated the encryption of your device and have set a password/PIN, the App will store personal information in an encrypted form. Should you not use the encryption of your device or if no password/PIN has been set, encryption of personal information cannot be ensured.

Changes to this Privacy Statement

We may amend or update this Privacy Statement from time to time. In such event, we will post the revised Privacy Statement at this location. In some circumstances, we may take reasonable steps to alert registered users prior to the

change.

Notice to California Residents

Subject to certain limitations, California residents have the following rights: • Right to know about the processing of your personal information. You may request that we provide you with information about the categories of your personal information that we collect; the specific pieces of personal information that we hold about you, the categories of sources from which we collected the information, our reasons for collecting and sharing the information, and the types of third parties with which we share the information. • Right to deletion. You may ask us to delete your personal information. • Right to opt out of sales. As noted below, we may share your personal information with third parties in ways that constitute "sales" under California law. You may request that we not sell your personal information. To do so, click here: Do Not Sell My Personal Information • Right to be free from discrimination. We do not and will not discriminate against you for exercising any of the above rights.
If you are a California resident and would like to exercise one of these rights, please contact us at 1-833-808-5050 or visit our website at https://www.mbusa.com/en/legal-notices/privacy-statement. Please note that requests are subject to verification and we may collect additional information from you in order to honor your request. California law requires that we provide you notice of the personal information we collect about you and the sources from which we receive this information. As noted above, we collect information you enter into the App or release from your mobile device. We may collect the following categories of personal information: • Personal identifiers, such as name, address, telephone number, or email address • Demographics, such as your gender or age • Geolocation data • Device identifiers • App usage history and information • Financial information We may collect personal information from the following categories of sources: • You • The devices and platforms you use to access the App • Our affiliates and business partners We may share your personal information with authorized Mercedes-Benz dealers and our affiliates. The following categories of your personal information may be shared for our business purposes: • Personal identifiers • Device identifiers • Geolocation data • Demographics • App usage history and information • Financial Information Under California law, a sale is broadly defined to include any selling, renting, releasing, disclosure, disseminating, making available, and transferring of a consumer's personal information for monetary or other valuable consideration. While we do not provide your personal information in exchange for monetary value, our disclosure of your name and e-mail address to our marketing partners may still qualify as a sale under California law.

Contact Us
If you have any questions about our privacy policy and the ways we process personal information associated with the App, please contact our privacy team using one of the following methods:
Email: myprivacy@mbusa.com
Mailing Address: MBUSA Attention: Privacy Office One Mercedes-Benz Drive Sandy Springs, GA 30328

Free & Open Source Software

By using this app, the user accepts these specific terms for components of free and open source software.

1. FBAnnotationClustering

Version: 81b602945494301f5a3b72b7d46fc5f1e58ba86b
Copyright © Filip Beć
All rights reserved.
MIT License

2. KSDeferred

Version: ffd303aba983cbeb852518c05a308fad553c06ee
Copyright © 2013 Kurtis Seebaldt, 2018 Tom Quist
All rights reserved.
MIT License

3. MMWormhole

Version: b19467afd461e4268f987d24bf4075d179ac7753
Copyright © 2014 Mutual Mobile
All rights reserved.
MIT License

4. PureLayout

Version: v3.0.1
Copyright © 2014-2015 Tyler Fox
All rights reserved.
MIT License

5. SDWebImage

Version: 3.8.2
Copyright © 2009 Olivier Poitrey rs@dailymotion.com
All rights reserved.
MIT License

6. TrustKit

Version: 1.6.0
Copyright © 2015 Data Theorem, Inc.
All rights reserved.
MIT License

7. Blindside

Version: 007b7fbd52b742ca62a6dc26fd510d1bdd723ddb
Copyright © 2014 JB Steadman, 2018 Tom Quist
All rights reserved.
MIT License

8. RSSwizzle

Version: 0.1.0
Copyright © 2014 JB Steadman
All rights reserved.
MIT License

9. RNCryptor

Version: RNCryptor-3.0.0
Copyright © 2015 Rob Napier
All rights reserved.
MIT License

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The MIT License (MIT)

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10. Hydrant

Version: v2.0.0
Copyright © 2014 Jeff Hui
All rights reserved.
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11. Google Protocol Buffers

Version: v3.4.1
Copyright © 2014 Google Inc.
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