



Mercedes-Benz

Mercedes-Benz USA Brand & Technology Standards

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Introduction

Mercedes-Benz USA, LLC (“MBUSA”) is pleased to present its Mercedes-Benz Brand & Technology Standards (“Brand & Technology Standards”).

In order to keep pace with the rapidly evolving digital landscape, these Brand & Technology Standards extend the scope of MBUSA’s existing Brand Standards to go beyond Advertising & Communication Standards to also include Digital & Technology Standards. The purpose is to ensure that all Mercedes-Benz dealers are delivering an exceptional digital Customer Experience, starting with dealer websites and carrying the customer through the buying process.

Digital retail technology embedded into dealer websites is the cornerstone feature for dealers to deliver a seamless, modern shopping experience, so it receives specific focus in the new Digital & Technology Standards. Dealers must comply with all standards relating to digital retail technology in order to be compliant with the new Digital & Technology Standards.

Purpose

These Brand & Technology Standards provide standards for marketing Mercedes-Benz in a cohesive manner, in order to:

- Maintain the integrity of the Mercedes-Benz brand;
- Employ non-predatory marketing practices within each dealer’s Area of Influence (AOI);
- Ensure the dealer’s eligibility for the MBUSA Tier 3 Bonus Program payout; and

Establish and maintain excellent Customer Experience through all dealer presence, including digital technologies

These standards are expressly intended to enhance the ability of the Mercedes-Benz brand to compete against other premium motor vehicle brands.

While we may have solicited feedback on these standards from members of our dealer network, these standards are a unilateral statement of our own intent, and they describe the terms under which we, in our sole discretion, choose to sell Mercedes-Benz products.

Application

These Brand & Technology Standards apply to all authorized Mercedes-Benz dealers in the U.S. The standards apply to all forms of dealer paid and non-paid Tier 3 New Vehicle, Certified Pre-Owned (CPO), Pre-Owned (PO), Fleet and After-Sales advertising, marketing, and data sharing communications and to the design and functionality of dealer websites.

These Brand & Technology standards are an integral part of the Mercedes-Benz Passenger Car (PC), Light Truck (LT), and Commercial Vehicle (CV) Dealer Agreements (“Dealer Agreements”). Dealers agree to comply with these standards under Section C of the PC/LT Dealer Agreements and Section 6.1 of the CV Dealer Agreement. In the case of a conflict between this document and the Dealer Agreements, the Dealer Agreements control.

These Brand & Technology Standards will become effective immediately upon their issuance, and shall remain in effect until such time as they may be amended or replaced by us. We reserve the right to apply these standards as we determine to be appropriate in our sole discretion. We also reserve the right to amend, modify, or add to these standards at any time in our sole discretion, including to address corporate trademark revisions, changing media and technology landscapes, tactical programs, or applicable state or federal laws. Dealers will be notified by MBUSA via NCU when changes occur.



General Requirements

Dealers must comply with all standards set forth in this document. Among other matters:

- Dealers may not advertise a price that is not available at the dealership;
- Dealers must ensure that advertised price reflects advertised vehicle features;
- Dealers must ensure that all pertinent lease or retail data closely accompany any advertised payment or APR rate in a manner as conspicuous as to the advertised payment or APR rate as possible;
- Dealers must ensure that any photography or vehicle illustration is of the vehicle being advertised or otherwise noted;
- For targeted advertising of lease or APR finance offers, dealers must comply with all applicable laws, including those that prohibit discriminatory impact.
- Dealer advertising, communication, and technology is to be commensurate with the Mercedes-Benz brand.

REMINDER: A lease and/or APR advertisement, that meets federal disclosure requirements may still fail to meet applicable state laws regarding deception and confusing advertising. Dealers are strongly encouraged to check state law requirements with counsel before running any lease or APR advertising.

We reserve the right to conduct audits of dealer compliance with these Brand & Technology Standards at any time in our sole discretion.

Dealer Responsibilities

Each dealer is responsible for running its dealership as an independent enterprise. By providing these Brand & Technology Standards, we are not assuming responsibility for any aspect of a dealer's day-to-day operations. As a result, the way each dealer chooses to comply with the standards is ultimately within the dealer's own business judgment.

Among other things, it is the sole responsibility of dealers to ensure that all federal, state, and local statutes and regulations and other requirements are met with respect to all advertising and marketing and with respect to dealer compliance with these Brand & Technology Standards. To the extent these standards offer guidance regarding federal, state, or local statutes or regulations, such guidance is informational only and may not be relied upon for legal advise. Dealers are strongly encouraged to consult with their own counsel to ensure dealer compliance with all applicable laws and regulations.

Pursuant to the Mercedes-Benz Dealer Agreement, Dealers are obligated to defend and indemnify MBUSA with respect to any claim made against MBUSA or loss incurred by MBUSA as a result of dealer advertising and marketing or dealer compliance or non-compliance with these standards.

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Violations

MBUSA may assess dealer forfeitures of bonus payments under the MBUSA New Vehicle Tier 3 Bonus Program (Tier 3 Program) for repeated violations of these Brand & Technology Standards. The below strike process applies to all components of the MBUSA Brand & Technology Standards.

Strike Process

MBUSA will apply a three-strike policy.

Strike Action

1. Dealer may receive a courtesy letter
2. Dealer may receive a courtesy letter
3. Dealer will receive a Strike Warning letter
4. Dealer will lose 50% of the \$440 per wholesale payment under the Tier 3 Program
5. Dealer will lose 100% of the \$440 per wholesale payment under the Tier 3 Program

MBUSA will apply the three-strike policy as follows:

- For the first two violations of these standards, MBUSA may at its discretion provide a courtesy notice to the dealer of the violation.
- For the third violation of these standards (or a failure to cure an existing violation), MBUSA will issue a Strike Warning letter to the dealer.
- For a fourth violation of these standards (or a failure to cure an existing violation), MBUSA will issue a Strike Notification letter to the dealer, assess a 50% forfeiture, and reduce by 50% the bonus payment that it makes to the dealer under the Tier 3 Program for each dealer wholesale during the probationary period (defined below).
- For a fifth and each additional violation of these standards (or failure to cure an existing violation), MBUSA will issue an additional Strike Notification letter, assess a 100% forfeiture, and reduce by 100% the bonus payment it makes to the dealer under the Tier 3 Program for each dealer wholesale during the probationary period (defined below).

There is no earn-back or accrual for assessment or forfeiture of bonus funds.

Upon receiving a Strike Notification, a dealer is placed on a six-month probation. The probation period commences on the date of the standards violation (or failure to cure an existing violation) leading to the Strike Notification. This probation period will start over if a dealer commits any additional violations (or fails to cure existing violations) during the probation period. Dealers are cleared of all strikes after six consecutive months of compliance with these standards from the date of the most recent standards violation.

Example Strike Process

DATE	ISSUE	LETTER/NOTIFICATION	FORFEITURE
1-Jul	Violation occurs	Courtesy Letter 1	N/A
11-Jul	Violation occurs	Courtesy Letter 2	N/A
21-Jul	Violation occurs	Strike 1 Warning Letter	N/A
1-Aug	Violation not corrected	Strike 2 Letter	50%
8-Aug	Violation not corrected	Strike 3 Letter	100%

Appeal/Correction Process

Violation Action Process

A dealer has 10 calendar days from the date of any non-compliant Notification email to submit an appeal or a correction via the following processes:

Appeal Submission

An appeal process is provided below for Dealers who believe they have received a non-compliant notification email in error, due to either:

- Auditing error by MBCCS or
- An error occurred in their advertising that was beyond their control.

Below is the appeal process:

1. Dealer submits appeal via the Compliance Action Tool on the Compliance website.
2. Appeal submission will be reviewed and final disposition will be determined by MBUSA.
3. Email notification will be sent out to dealer, letting them know final disposition of appeal.

Correction Submission

A correction process is provided below for Dealers who received a non-compliant notification email and want to submit proof that they corrected the violations. Successful correction will result in removal of the strike from dealer records.

Below is the correction process:

1. Dealer submits correction via the Compliance Action Tool on the Compliance website.
2. Correction submission will be reviewed and final disposition will be determined by MBUSA.
3. Email notification will be sent out to dealer, letting them know final disposition of the correction process.

Reporting Suspected Noncompliant Materials

Dealers may report to MBUSA instances in which they suspect another dealer of using noncompliant advertising or marketing materials, or noncompliant websites and technology. Dealers can submit the advertising, materials, websites, etc. on the Tier 3 Bonus Program website at compliance.mbusa.com, via the 'Report a Violation' tool. Dealer needs to enter requested information and upload a copy showing the noncompliant advertising.

MBUSA is neither obligated to reply to any such report nor required to take any action in response to such a report. MBUSA, at its sole discretion, may keep any actions that it takes confidential and not inform the reporting dealer.



Part 1 – Advertising & Communication Standards

1. Area of Influence:

Purpose: Area of Influence (AOI) restrictions are in place to ensure dealers employ non-predatory marketing efforts against other Mercedes-Benz authorized dealers.

For more information on how AOI is defined, refer to the Dealer Agreements

Restrictions:

- **1A. Dealer Name Restriction:** Dealers may neither purchase nor reference another dealer's name in any form of advertising.
- **1B. AOI Restriction:** Subject only to the exceptions in the chart below, dealers may not advertise to customers outside of their AOI.
 - **1B1. Traditional Media:** AOI restrictions only apply to Traditional Media, including print, broadcast, out-of-home, sponsorships, and events. Out-of-Home, AOI marketing parameters pertain strictly to the new vehicle and Ex-CVP marketing. Media purchased outside a dealer's AOI may not reflect new vehicle or Ex-CVP marketing.
 - **Digital Media:** AOI restrictions do not apply to Digital Media, including paid search*, social media, display, OTT (Over-the-Top)/OLV (Online Video), and all forms of retargeting.
- **1C. Search Engine Marketing Restriction:**
 - The use of other Mercedes-Benz dealer names resulting in paid search copy or keyword purchases is prohibited. Dealers must include other dealer's names and common variations as negative keywords
- **1D. Search Engine Optimization Restriction:**
 - Search engine optimization (SEO), including but not limited to a dealer's website body copy, URLs, meta description, and keyword tags related to sales and service may not incorporate geographic reference beyond the dealer's AOI sales and service.

Exceptions:

18-Month Rule

SITUATION	REQUIREMENT
Sales	Dealers who financed or leased a vehicle to a consumer may advertise new vehicle sales messaging to that consumer for the lease or loan term.
Service	<ul style="list-style-type: none"> • Service: Applies to service marketing campaigns. • On Demand campaigns: A Dealer can always market to a customer or prospect within their AOI. A Dealer can always market to a DMS customer with a previous transaction (Sales or Service), regardless of AOI • Journey communications: Journey communications within Engage are sent from the last servicing dealer, regardless of AOI. If the previous servicing dealer was NOT in the dealer AOI, nor has the customer had a service transaction in the last 18 months, at month 19, a marketing piece (which can include an incentive) is sent to the customer from the AOI dealer, inviting them to visit for service.

2. PRICING

Advertising MSRP

2A. Subject only to the exceptions in the chart below, new vehicles must be advertised at or above MSRP and include year, model, and optional equipment. **2B.** The MSRP cited must represent the vehicle described. All state and federal laws and regulations must also be followed.

Exceptions:

SITUATION	REQUIREMENT
1:1 Communication Pricing	Dealers can market a vehicle lower than MSRP in customized single communications, such as <ul style="list-style-type: none"> • Sales consultant communication with one customer via an email • Response to an electronically generated lead via an email • Phone call and/or correspondence via standard mail
Previous Model Year Pricing	Please reference the Monthly Sales Program Guide to indicate which previous model year vehicles are no longer supported. NOTES: <ul style="list-style-type: none"> • 2C1. Pricing below MSRP may only be advertised if original MSRP is shown and if legal requirements concerning MSRP comparisons are followed. • 2C2. Original MSRP cannot be shown with a strikethrough • Third-party websites may list unsupported vehicles below MSRP • 2C3. Excludes advertising GT, Maybach, S-Class and G-Class models below MSRP
Using a "starting at" Price	2C4. A Mercedes-Benz class of vehicle may be advertised with a "starting at" MSRP/lease. IMPORTANT: If the vehicle depicted is not representative of the "starting at" price, it must be disclosed as such within the communication.

Pricing Disclaimers

Dealers must use appropriate and lawful disclaimers when advertising price for new vehicles. The disclaimers below are provided as templates. It is the responsibility of the dealer to revise disclaimers to reflect exclusions and limitations as appropriate.

2D. Disclaimer must reflect the price advertised (charges included and excluded in the advertised price). The price advertised must be compliant with all applicable laws.

2E. If optional equipment is shown, the disclaimer must include "**Optional equipment shown.**"

2F. When advertising MSRP, the MBUSA Base MSRP disclaimer must be used: **Base MSRP excludes transportation and handling charges, destination charges, taxes, title, registration, preparation and documentary fees, tags, labor and installation charges, insurance, and optional equipment, products, packages and accessories. Options, model availability and actual dealer price may vary. See dealer for details, costs and terms.**

Dealers are required to use the MBUSA Base MSRP disclaimer on **Vehicle Listing/Landing Pages (VLP) or Search Results Page (SRP)**; however, the MSRP disclaimer may be revised to include additional disclosures at the dealer's discretion and as required in compliance with state and/or local regulations on **VIN specific pages (VDP) or VIN specific advertisements**. Check with counsel to ensure compliance with applicable laws and regulations.

2G. Print and email lease and retail offers should include full disclaimers.

3. LEASE OFFERS

Dealers must comply with all applicable laws and regulations when advertising leases, including Federal Regulation M. Each dealer is solely responsible for ensuring that its lease advertising complies with all applicable laws and regulations. Additional lease advertising requirements are set forth in the table below:

REQUIREMENT
Lease Advertising Regulations: Federal Law Regulation M 12 Code Federal Regulations Part 1013 (3A) <p>Per federal regulation, all lease advertising containing any of the below “triggering terms” requires certain disclosures</p> <ul style="list-style-type: none"> • 3A1. The amount of any payment • 3A2. A statement of any capitalized cost reduction • Other required payment, or • 3A3. That no payment is required at delivery or lease consummation <p>When using any of these “triggering terms,” the advertisement must disclose:</p> <ul style="list-style-type: none"> • 3A4. The transaction advertised is a lease • 3A5. The total amount due prior to or at lease signing (consummation) or by delivery (if delivery occurs after consummation) • 3A6. The number, amounts and due dates or periods of scheduled payments (e.g., \$599 per month for 36 months) • 3A7. A statement of whether or not a security deposit is required • 3A8. If applicable, the disclosure should also include a statement that the payment amount or amount due at lease signing excludes taxes, licenses, title and registration fees • 3A9. IMPORTANT: Do not quote lease percentage (%) rates in lease advertising.
Lease Ad Requirements <p>When stating lease offers, the following information must be present within the advertisement:</p> <ul style="list-style-type: none"> • 3B1. MODEL YEAR: <ul style="list-style-type: none"> ○ Model year must accompany the model or class designation (e.g., GLA 250 or S 550). ○ 3B2. Full model names must be used and dealers should avoid internal factory designations such as “W 2” or “V 4” (e.g., GLA 250 W2 or S 550 V4). ○ 3B3. Hyphens and capitalized model letter(s) must be used when listing the vehicle class (e.g., E-Class, GLA). ○ 3B4. Vehicles with three letter model names drop the “- Class” from the name (e.g., GLA, CLA). • MODEL NAME: <ul style="list-style-type: none"> ○ 3C1. Model names should use 1/2 space between the letter and number of a model. ○ 3C2. Revert to a full space when 1/2 space is not possible (e.g., GLA 250). ○ 3C3. Coupe/sedan and sport/luxury are to be listed when applicable. ○ 3C4. Reference to a class. • MONTHLY LEASE PAYMENT: <ul style="list-style-type: none"> ○ 3D1. The advertised lease price for vehicles available during an offering period must be equal to or greater than the price outlined in the current month’s MBUSA Monthly Sales Program Guide for supported lease programs. ○ 3D2. If a first payment or down payment is required at signing, it is noncompliant to use the terms “No Money Down”, “\$0 Down”, or “Sign and Drive.”

REQUIREMENT	
Lease Ad Requirements (Cont.)	<ul style="list-style-type: none"> • AMOUNT DUE AT SIGNING: <ul style="list-style-type: none"> ○ 3E1. Whenever the Monthly Lease Payment amount is stated, the Lease Term Number of Months and Amount Due at Signing must also be stated in close proximity, ○ NOTE: The amount due at signing is calculated as: first month's payment + capitalized cost reduction + acquisition fee = total cash due at signing. ○ 3E2. NOTE: Required advertising disclosures (and any material restrictions or qualifications that apply to the lease offer, such as expiration date of the offer) must be made clearly and conspicuously. • LEASE TERMS: <ul style="list-style-type: none"> ○ 3F. Must be within the range outlined in the current month's Monthly Sales Program Guide.
Full Lease Disclaimer Requirements Updated March 2021	<p>Appropriate legal disclaimer must accompany any of the "trigger terms" above. The disclaimer should include:</p> <ul style="list-style-type: none"> • 3G. CAPITALIZED COST REDUCTION: <ul style="list-style-type: none"> ○ Must be readily noticeable and the amount outlined in the current month's MBUSA Monthly Sales Program Guide. • 3H. ACQUISITION FEE: <ul style="list-style-type: none"> ○ Must be readily noticeable. • 3I. SECURITY DEPOSITS: <ul style="list-style-type: none"> ○ A statement of whether or not a security deposit is required. • 3J. TAX, TITLE, LICENSE AND REGISTRATION: <ul style="list-style-type: none"> ○ If applicable, a statement that the payment amount excludes taxes, licenses, title, and registration fees. • 3K. MILEAGE ALLOWANCE: <ul style="list-style-type: none"> ○ Must be within the range outlined in the current month's MBUSA Monthly Sales Program Guide. <p>3L1. The full lease offer disclaimer template is as follows:</p> <p><i>Available only to qualified customers through Mercedes-Benz Financial Services at participating authorized Mercedes-Benz dealers through [Date]. Not everyone will qualify. Advertised XX months lease payment based on MSRP of \$XXX less the suggested dealer contribution of \$XXX resulting in a total gross capitalized cost of \$XXX. Dealer sets the final price. Dealer's contribution may vary and could affect your actual lease payment. Includes Destination Charge and optional [Package or Equipment]. Excludes title, taxes, registration, license fees, insurance, dealer prep and additional options. Total monthly payments equal \$XXX. Cash due at signing includes \$XXX capitalized cost reduction, \$XXX acquisition fee, and first month's lease payment of \$XXX. Your acquisition fee may vary by dealership. The acquisition fee charged by the dealer may affect the total cash due at signing. No security deposit required. Total payments equal \$XXX. At lease end, lessee pays for any amounts due under the lease, any official fees and taxes related to the scheduled termination, excess wear and use plus \$0.XX/mile over XX miles and a \$595 vehicle turn-in fee. Purchase option at lease end for \$XXX plus taxes (and any other fees and charges due under the applicable lease agreement) in example shown. Subject to credit approval. Specific vehicles are subject to availability and may have to be ordered. See participating dealer for details. Offer not valid in Puerto Rico.</i></p> <p>3L2. The bold language above "through Mercedes-Benz Financial Services" should only be included if applicable to the lease being advertised.</p> <p>3L3. If the offer excludes 4MATIC® models, the following language needs to be added to this disclaimer: Excludes 4MATIC® models.</p> <p>3L4. If the offer is valid in Puerto Rico, the following language needs to be removed from this disclaimer: Offer not valid in Puerto Rico.</p>

REQUIREMENT	
Lease Advertising Requirements: Television and Radio (3M)	<ul style="list-style-type: none"> • 3M1. Broadcast TV or radio Tier 1 lease offers: dealers may utilize the MBUSA toll-free number for national offers only, with a statement that the number may be used by consumers to obtain additional offer information. • 3M2. Broadcast TV or radio Tier 3 offers: dealers may utilize their own toll-free number with a recording of the full disclaimer associated with the offer, with a statement that the number may be used by consumers to obtain additional offer information. For broadcast TV Tier 3 offers, if dealer does not want to utilize their own toll-free number, they should provide the full disclaimer on the TV end card. For Tier 3 radio ads, the full disclaimer should be read within the ad if the dealer chooses not to provide their own toll-free number. • 3M3. The toll-free telephone number must be available for at least 10 days beginning on the date of broadcast. The consumer must be able to request and receive in writing the offer information. A website does not meet the requirements of a toll-free number as a means of alternative disclosure.
Television Advertisements: Lease Templates (3N1)	<p>The following is an example of a TV End Card disclosure box showing the lease terms:</p> <p>The [Year] [Model]</p> <p>\$XXX FOR A XX MONTH LEASE</p> <p>\$XXX First month's payment \$XXX Capitalized cost reduction \$XXX Acquisition fee</p> <hr/> <p>\$XXX Cash due at signing</p> <p>Offer Ends Soon</p> <p>The following is an example of the TV End Card lease offer disclaimer after the disclosure box using a toll-free number recording of the full lease disclaimer:</p> <p><i>Monthly lease payment is available only to qualified customers exclusively through Mercedes-Benz Financial Services at participating dealers through [Date]. Acquisition fee may vary by dealer. Call 1-800-XXX-XXXX for details about costs and terms.</i></p> <p>3N2. The bold language above "exclusively through Mercedes-Benz Financial Services" should only be included if applicable to the lease being advertised.</p> <p>3N3. If the offer excludes 4MATIC® models, the following language needs to be added to this disclaimer: Excludes 4MATIC® models.</p> <p>3N4. If the offer is not valid in Puerto Rico, the following language needs to be added to this disclaimer: Offer not valid in Puerto Rico.</p> <p>3N5. The 800 number provided in the end card disclaimer must contain a recording of the full lease disclaimer contained in the section titled "Full Lease Disclaimer Requirements."</p>
Radio Advertisements: Lease Offer and Disclaimer Template (3O1)	<p>The following is an example of the radio ad voiceover using a toll-free number recording of the full lease disclaimer:</p> <p>Lease the [Year] [Model] for \$XXX a month for XX months with \$XXX due at signing.</p> <p>3O2. Monthly lease payment is available only to qualified customers exclusively through Mercedes-Benz Financial Services at participating dealers through [Date]. Call 1-800-XXX-XXXX for details about costs and terms.</p> <p>3O3. The bold language above "exclusively through Mercedes-Benz Financial Services" should only be included if applicable to the lease being advertised.</p> <p>3O4. The 1-800 number provided in the radio disclaimer must contain a clear and conspicuous recording of the full lease disclaimer contained in the section titled "Full Lease Disclaimer Requirements."</p>

REQUIREMENT	
Lease Advertising Requirements: Print Advertising (3P)	3P. The full disclaimer provided contained in the section titled "Full Lease Disclaimer Requirements" should be used on all print advertising containing lease offers.
Lease Digital Advertising Requirements (3Q)	<ul style="list-style-type: none"> • 3Q1. Search engine marketing (SEM) copy must follow the offer as outlined in the current Monthly Sales Program Guide. • 3Q2. SEM copy must follow the requirements set forth in the "Lease Ad Requirements" section above. • 3Q3. Landing page must be one click (or less) away and provide the full disclaimer for lease offers. • For internet/electronic advertising, if a hyperlink is used for required disclosures: <ul style="list-style-type: none"> ○ 3Q3a. The hyperlink must be obvious and labelled to communicate the importance of the information linked to (such as "Offer Details" or "Lease Details"). ○ 3Q3b. Any hyperlink used should be placed as near as possible to the claim or offer being qualified. ○ 3Q3c. Hyperlinks should take the consumer directly to the disclosure information on the click-through page. <p>Consumer should not have to "scroll" or move through the screen to see required disclosures.</p>
Disclaimer Requirements	The above disclaimer templates are drafted to comply with federal laws and regulations. Consult with local counsel to determine compliance with state and local laws and regulations.

4. APR OFFERS

Dealers must comply with all applicable laws and regulations when advertising APR, including Federal Regulation Z, and the rate of the finance charge must be stated as an APR (for example, 1.99% APR). For all forms of media, the corresponding number of months must be listed right next to the APR percentage (for example, 1.99% APR for up to 36 months).

Each dealer is solely responsible for ensuring that its APR advertising complies with all applicable laws and regulations. Additional APR advertising requirements are set forth in the table below:

REQUIREMENT	
APR Advertising Regulations: Federal Law Regulation Z 12 Code of Federal Regulations Part 1026 (4A)	<p>Per federal regulation, all APR offer advertising containing any of the below "triggering terms" requires certain disclosures</p> <ul style="list-style-type: none"> • 4A1. The amount or percentage of any down payment • 4A2. The number of payments or period of repayment • 4A3. The amount of any payment, or • 4A4. The amount of any finance charge. <p>When using any of these "triggering terms," the advertisement must disclose:</p> <ul style="list-style-type: none"> • 4A5. Amount or percentage of the down payment; • 4A6. Terms of repayment, which reflect the repayment obligations over the full term of the loan, including any balloon payment • 4A7. The annual percentage rate, "APR", using that term.
APR Buy Rate	<ul style="list-style-type: none"> • 4B1. Dealers are permitted on supported APR programs to advertise the minimum APR buy rate, or no more than 1% dealer reserve. • 4B2. The minimum buy rate can be located in the applicable MBUSA Monthly Sales Program Guide. • 4B3. MBUSA allows dealers to buy down the MBFS Standard APR rate offered.

REQUIREMENT
<p>Full APR Disclaimer Requirements (4B4, 4B5, 4B6, 4B7)</p> <p>Appropriate legal disclaimer must accompany any of the “trigger terms” above.</p> <p>The full APR offer disclaimer template is as follows:</p> <p><i>Qualified customers only. X.XX% APR financing for XX months at \$XXX per month, per \$1,000 financed. X.XX% APR financing for XX months at \$XXX per month, per \$1,000 financed. Excludes leases and balloon contracts. Available only at participating authorized Mercedes-Benz dealers through Mercedes-Benz Financial Services. Must take delivery of vehicle by [Date]. Specific vehicles are subject to availability and may have to be ordered. Subject to credit approval by lender. Rate applies only to Mercedes-Benz model vehicles listed. Not everyone will qualify. See your authorized Mercedes-Benz dealer for complete details on this and other finance offers.</i></p> <p>The bold language above "through Mercedes-Benz Financial Services" should only be included if applicable to the APR offer being advertised.</p> <p>The offer and disclaimer should reference common monthly terms. For example, if the rate advertised is for 36 months and the next most common term for that particular vehicle is 48 months, these are the terms that should be included in the disclaimer.</p> <p>If the offer excludes 4MATIC® models, the following language needs to be added to this disclaimer: Excludes 4MATIC® models.</p> <p>If the offer is not valid in Puerto Rico, the following language needs to be added to this disclaimer: Offer not valid in Puerto Rico.</p> <p>NOTE: Required advertising disclosures (and any material restrictions or qualifications that apply to the finance offer, such as expiration date of the offer) must be made clearly and conspicuously.</p>
<p>APR Advertising Requirements: Television and Radio (4C)</p> <ul style="list-style-type: none"> • 4C1. Broadcast TV or radio Tier 1 APR offers: dealers may utilize the MBUSA toll-free number for national offers only, with a statement that the number may be used by consumers to obtain additional offer information. • 4C2. Broadcast TV or radio Tier 3 offers: dealers may utilize their own toll-free number with a recording of the full disclaimer associated with the offer, with a statement that the number may be used by consumers to obtain additional offer information. For broadcast TV Tier 3 offers, if dealer does not want to utilize their own toll-free number, they should provide the full disclaimer on the TV end card. For Tier 3 radio offers, the full disclaimer should be read within the radio advertisement if the dealer does not want to provide their own toll-free number. • 4C3. The toll-free telephone number must be available for at least 10 days beginning on the date of broadcast. The consumer must be able to request and receive in writing the offer information. A website does not meet the requirements of a toll-free number as a means of alternative disclosure. <p>Television Advertisements: APR Disclaimer Template (4D1)</p> <p>The following is an example of the TV End Card APR Offer Disclaimer using a toll-free recording of the full APR offer disclaimer</p> <p>X.XX% APR Financing For Up To XX Months [OR] X.XX% APR Financing for XX Months</p> <p>APR is available only to qualified customers exclusively through Mercedes-Benz Financial Services at participating dealers through [Date], 2020. Call 1-800-XXX-XXXX for details about costs and terms.</p> <p>4D2. The bold language above “exclusively through Mercedes-Benz Financial Services” should only be included if applicable to the APR offer being advertised.</p> <p>4D3. If the offer excludes 4MATIC® models, the following language needs to be added to this disclaimer: Excludes 4MATIC® models.</p> <p>4D4. If the offer is not valid in Puerto Rico, the following language needs to be added to this disclaimer: Offer not valid in Puerto Rico.</p> <p>4D5. The 1-800 number provided in the end card disclaimer must contain a clear and conspicuous recording of the full APR disclaimer contained in the section titled "Full APR Disclaimer Requirements."</p>

REQUIREMENT	
Radio Advertisements: APR Disclaimer Template (4B4, 4E1)	<p>The following is an example of the Radio ad voiceover using a toll-free number recording of the full APR offer disclaimer:</p> <p>X.XX% APR financing up to XX months for the [Year] [Model] [OR] X.XX% APR financing for XX months for the [Year] [Model]</p> <p>APR is available only to qualified customers exclusively through Mercedes-Benz Financial Services at participating dealers through [Date]. Call 1-800-XXX-XXXX for details about costs and terms.</p> <p>4E2. The bold language above “exclusively through Mercedes-Benz Financial Services” should only be included if applicable to the APR offer being advertised.</p> <p>4E3. The 1-800 number provided in the radio disclaimer must contain a recording of the full APR offer disclaimer contained in the section titled "Full APR Disclaimer Requirements."</p>
APR Advertising Requirements: Print Advertising (4F)	<p>The full disclaimer contained in the section titled "Full APR Disclaimer Requirements" should be used on all print advertising containing APR offers.</p>
APR Digital Advertising (4G)	<ul style="list-style-type: none"> • 4G1. Search engine marketing (SEM) copy must follow the offer as outlined in the current MBUSA Monthly Sales Program Guide. • 4G2. SEM copy must follow the requirements of Federal Regulation Z, the rate of finance charge must be stated as an APR and the corresponding number of months must be listed right next to the APR percentage. (For example, 1.99% APR for up to 36 months.) • 4G3. Landing page must be one click (or less) away and provide the full disclaimer for APR offers. <ul style="list-style-type: none"> ○ 4G3a. The hyperlink must be obvious and labelled to communicate the importance of the information linked to (such as “Offer Details,” or “Finance Details”), ○ 4G3b. Any hyperlink used should be placed as near as possible to the claim or offer being qualified, ○ 4G3c. Hyperlinks should take the consumer directly to the disclosure information on the click-through page, and ○ 4G3d. Consumer should not have to “scroll” or move through the screen to see required disclosures.
Disclaimer Requirements	The above disclaimer templates are drafted to comply with federal laws and regulations. Local counsel should be consulted to determine compliance with state and local laws and regulations.

5. (5A) NON-MBUSA LEASE AND APR OFFERS

- **5A1.** MBUSA allows dealers to buy down an APR rate offered by an independent financial institution.
- **5A2.** The MBUSA Monthly Sales Program Guide may set forth exceptions to the lease and APR standards set forth above for leases and APR offers through an independent financial institution or for dealer Tier 3 advertisements.
- **5A3.** Non-MBUSA lease and/or APR programs that are not featured in the MBUSA Monthly Sales Program Guide must meet the following requirements:
 - **5A3a.** Customer down payment may not exceed 10% of total vehicle MSRP including destination,
 - **5A3b.** Lease term may not exceed 48 months,
 - **5A3c.** Advertised monthly payment may not be lower than 0.75% of the total vehicle MSRP including destination, and
 - **5A3d.** A lease must be at least 7,500 miles per year, use lease or APR disclaimers as stated above, and clearly state the independent financial institution when advertising such programs.

6. (6A) LOYALTY ACCELERATOR PROGRAMS

If a dealer chooses to advertise any or all of the Loyalty Accelerator Programs, dealer must use the language provided in the MBUSA Monthly Sales Program Guide.

7. (7A) ELECTRIC VEHICLE TAX CREDITS

Dealers must comply with the following requirements with respect to advertising of electric vehicle tax credits:

TYPE	REQUIREMENT
MSRP Only (7A1)	Federal tax credit should be advertised as: "Qualified customers may receive up to \$7,500 in federal tax credits."
Lease Only (7A2)	Federal tax credit cannot be advertised.
MSRP and Lease (7A3)	State and local tax credits can be advertised. NOTE: High Occupancy Vehicle (HOV) lane access varies by state and is based on vehicle eligibility. For more information regarding federal, state and local incentives, see here .



8. LANGUAGE USAGE

Discounting Using Incentives

8A. Incentives, cash or non-cash, may not be used to discount MSRP on a vehicle.

8A1. IMPORTANT: Where non-cash incentives are offered, the communication must include the fair market value of the incentive and follow all advertising legal requirements concerning use of incentives, including disclosure of all material restrictions.

8A2. EXCEPTION: Cash incentives may only be advertised in association with a manufacturer-authorized event, where no purchase is necessary. Be sure to check state law requirements with counsel before advertising manufacturer-authorized events involving cash incentives.

Distressed Language Usage

8B. Dealers may not utilize any form of distressed advertising that creates the impression Mercedes-Benz vehicles are an “economy” or “discount” brand. The examples below are not comprehensive of all distressed language.

EXAMPLES: (Applies to New Car, CPO, PO and After-sales)

- **8B1.** Blowout
- **8B2.** Discount
- **8B3.** MSRP
- **8B4.** Clearance
- **8B5.** Cash Back
- **8B6.** Factory Authorized
- **8B7.** Overstocked
- **8B8.** Coupon
- **8B9.** Invoice
- **8B10.** Rebates
- **8B11.** Deal
- **8B12.** Liquidation
- **8B13.** Dealer Cost
- **8B14.** Low Price
- **8B15.** Tent Sale
- **8B16.** Used
- **8B17.** Reduction (New Car Only)
- **8B18.** \$X or % Off (New Car Only)
- **8B19.** Price Guarantee (New Car Only)

EXCEPTIONS:

- **8B20.** “Save/Savings” may only be used on first party, dealer websites. It may not be used on third party websites or other forms of advertising.
- **8B21.** "Build Your Deal" or similar may be used on CTA buttons in first party, dealer websites.

(8C) AFTER-SALES

- **8C1.** Special Internet Pricing
- **8C2.** Parts Cost Reduction
- **8C3.** Service Costs Reduction
- **8C4.** Meet or Beat
- **8C5.** Coupon
- **8C6.** Low Prices
- **8C7.** Cash Back
- **8C8.** Dealer Cost
- **8C9.** Voucher
- **8C10.** Discount
- **8C11.** Invoice

(8E) FLEET

- **8D1.** Deal
- **8D2.** Special Deal
- **8D3.** Special Purchase

Substantiating and Documenting Claims

8E1. Dealers may not use superlatives or make claims about their Mercedes-Benz dealership without first substantiating and documenting those claims with their MBUSA Regional Office and MBCCS.

8E2. IMPORTANT: The source for any superlatives or claims that appear in consumer-oriented marketing must be shown in a disclaimer.

Using “Best of the Best Accolade”

8F. When communicating this accolade, Mercedes-Benz “Best of the Best” award recipients may not:

- **8F1.** Do so in a manner disparaging to other dealers
- **8F2.** Do so unless they have received the most current Mercedes-Benz award, which then affords them the option to include the number of times they have won the award.
- **8F3.** Do so until the year’s current list of recipients has been published.
- **8F4. NOTE:** Prior year’s “Best of the Best” advertising must cease immediately upon announcement of the new year’s award recipients.



9. REGISTERED AND TRADEMARKED TERMS

9A. Trademarked Terms

The following registered trademark terms must appear exactly as listed below for all customer-facing communications except organic social media posts:

- **9A1.** 4ETS®
- **9A2.** 4MATIC®
- **9A3.** ABC®
- **9A4.** AIRCAP®
- **9A5.** AIRMATIC®
- **9A6.** AIRSCARF®
- **9A7.** AMG®
- **9A8.** ATTENTION ASSIST®
- **9A9.** Bluetooth®
- **9A10.** COMAND®
- **9A11.** designo®
- **9A12.** DISTRONIC PLUS®
- **9A13.** DISTRONIC®
- **9A14.** EASY ENTRY®
- **9A15.** ECO-START®
- **9A16.** ESP®
- **9A17.** harman/kardon®
- **9A18.** KEYLESS GO®
- **9A19.** Logic 7®
- **9A20.** MAGIC SKY CONTROL®
- **9A21.** MAP PILOT®
- **9A22.** NECK PRO®
- **9A23.** Night View Assist®
- **9A24.** PRESAFE®
- **9A25.** RACESTART®
- **9A26.** RACETIMER™
- **9A27.** SPEEDSHIFT®

Required Legal Statements

9B. The following registrations require the legal statement stated below when used:

- **9B1. harman/kardon®:** Electronic or hard copy dealer communications referring to the marks harman/kardon or Logic 7 should contain a disclaimer statement: harman/kardon and Logic 7 are registered marks of "Harman International Industries, Incorporated."
- **9B2. Burmester®:** Electronic or hard copy dealer communications referring to the Burmester mark should contain a disclaimer statement: "Burmester is a registered trademark of Burmester Audiosysteme GmbH, Berlin, Germany."
- **9B3. Bluetooth®:** Electronic or hard copy dealer communications referring to the Bluetooth mark should contain a disclaimer statement: "Bluetooth is a registered mark of Bluetooth SIG, Inc."

9C. The legal statement should appear on the bottom of the communication. However, if it is a multipage communication, and is aesthetically feasible, it should appear on the bottom of the page on which the mark is first mentioned.

Using Graphic, Photography, and Video

- **9D1.** Art, photography and video footage must include the correct product/model year and optional equipment disclosures for the advertised vehicle. If the MSRP is cited, it must represent the vehicle described.
- **9D2.** Mercedes-Benz logos and word marks, including the Star logo and "Best of the Best" logo, as well as partner logos should not be placed on a busy background that impedes legibility or prominence.
- **9D3.** Partner logos should be in the upper left or bottom left of the image.
- **9D4.** All European images must include a disclaimer stating: "European images shown."
- **9D5.** Starbursts or other similar graphic treatments are prohibited.

NOTE: Usage rights have been secured for all MBUSA-produced assets available to dealers on mercedesmarketing.com, as well as visuals on mbusa.com and/or social pages (i.e., Facebook, Twitter, Google+, etc.). Dealers may not alter creative assets provided on mercedesmarketing.com.

Using “AMG Performance Center”

9E. Dealers who are not named by MBUSA as an official “AMG Performance Center” are not permitted to market themselves as such in their communications or use superlatives to imply that the dealer is in a better position to sell AMG products versus any other dealer such as “AMG Super Center” or “AMG Headquarters.”

Dealers may only represent themselves at the officially recognized level of AMG Performance Center.

Mercedes-Benz Philosophy & Integrity of the Mercedes-Benz Brand

The table below describes media requirements.

TOPIC	REQUIREMENT
Creative (9F)	<p>Must evoke the integrity and not be disparaging to the Mercedes-Benz brand.</p> <p>RESULT: MBUSA reserves the right of final ruling regarding such creative concepts.</p>
Marketing Copy (9G1)	<p>Must be devoid of sexual, political, racial, religious, or any other language likely to be offensive to potential Mercedes-Benz buyers.</p>
Media Placement (9G2)	<p>Avoid placing advertisement in undesirable environments that negatively impact the integrity of the brand. This includes retailers known for selling:</p> <ul style="list-style-type: none"> • 9G2a. Discounted and/or distressed goods, or • 9G2b. Counterfeit products. <p>IMPORTANT: Lead generation activity is compliant.</p>
Site Requirements (9G3)	<p>Dealers are not to partner with independent brokers, leasing companies and/or websites that link, frame or are otherwise associated with sites or social media that:</p> <ul style="list-style-type: none"> • 9G3a. Use marketing terms and images that mislead or deceive a consumer into believing that the consumer is purchasing a new Mercedes-Benz vehicle from an authorized MBUSA entity, • 9G3b. Do not conform to required federal/state/local laws and regulations pertaining to proper disclosure of lease or retail terms and conditions, or • 9G3c. Advertise/offer Mercedes-Benz vehicle pricing that is less than current pricing offered by MBUSA or MBFS sales programs, or • 9G3d. Create the appearance/impression that they represent an official web property of MBUSA, Mercedes-Benz or any other Daimler AG entity.



TRADE NAME

Dealers must comply with the following trade name requirements:

CRITERIA	GUIDELINES
Dealer Name (9H1)	Dealers must use their DBA name as approved by MBUSA legal and franchise departments in all marketing communications.* * EXCEPTION: Dealer apps due to extreme space limitations.
Using “Mercedes-Benz” or “Mercedes” in a DBA	When the “Mercedes-Benz of [town]” DBA is used with the star, the following must be adhered to: <ul style="list-style-type: none">• (9H2a) Distance between the star and DBA: Full width of the star• (9H2b) Height of DBA: 3/4 height of the star• 9H2c. “of Anytown” must be smaller than the Mercedes-Benz word mark and centered underneath it.
Using “Mercedes-Benz” or “Mercedes” as a Logo, Tag or URL	9H2d. “Mercedes-Benz of Anytown” must appear in the Corporate A Regular typeface in such cases, the dealer can use the trademark with their DBA.
“Mercedes-Benz”	<ul style="list-style-type: none">• 9H3a. Is not to be used in the plural or possessive form, and• 9H3b. Must always be hyphenated, and appear with an uppercase “M” and an uppercase “B.”

10. SEPARATION OF BRANDS

Dealers must comply with the brand separation requirements set forth in the chart below:

TOPIC	REQUIREMENTS
Multi-Brands	10A1. A dealer is able to showcase multiple brands for auto groups. However, if Mercedes-Benz branding is present, all applicable guidelines must be followed.
Marketing a Mercedes-Benz Vehicle	10A2. When marketing a Mercedes-Benz vehicle, offer or price in which the trademark appears with other brands, there must be a clear separation of brands, including logos and images.
New and Pre-Owned (PO) Vehicles	<ul style="list-style-type: none">• 10B1. New and PO vehicles are to be clearly separated.• 10B2. PO must have a unique section within the creative via identification of all the vehicles in the section as PO.• 10B3. All vehicle listings on dealer websites may include Mercedes-Benz vehicles located at another dealership owned by the same auto group within reasonable proximity. Dealers must clearly indicate that the vehicle is not located on their lot, while also including relevant details, such as transport arrangements and/or costs.• 10B4. PO inventory listings on dealer websites may include other makes; however, they must reflect inventory on the dealer’s lot. PO inventory listings for makes other than Mercedes-Benz may not be listed as certified.• 10B5. Vehicle location must be disclosed on both vehicle listings page and vehicle display page. PO inventory listings on dealer websites and/or Digital Retailing tools must be pre-sorted to display Mercedes-Benz vehicles first.
“Mercedes-Benz”	<ul style="list-style-type: none">• 10C1. Dealers are discouraged from advertising “callouts” to competitors by name as it diminishes the integrity of the brand.• 10C2. A competitive claim challenged by said competitor is the sole responsibility of the dealer to litigate, indemnifying Mercedes-Benz USA, LLC.

11. PRODUCT NOMENCLATURE & NAMING CONVENTION

11A. Dealers must use full model names (e.g., S 550 or AMG C 63). Dealers are advised to avoid internal factory designations (e.g., GLA 250 W2 or S 550 4) as these cause consumer confusion. Dealers also must comply with the following requirements:

MODEL NAMING	REQUIREMENTS
Hyphens and Capitalized Model Letter(s)	11B. Must be used when listing the vehicle class (e.g., E-Class, CLA).
Vehicles with Three-Letter Model Names	11C. Drop the “-Class” from the name. (e.g., GLE, CLA).
Model Names	11D. Should use 1/2 space between the letter and number of a model. Revert to a full space when 1/2 space is not possible (e.g., GLA 250).
Model Year	11E. Must accompany the model or class designation.
Coupe/Sedan and Sport/Luxury	11F. Are to be listed when applicable to clarify the MSRP or offer listed.
Reference to a Class of Vehicle	11G. Is acceptable when communicating a “starting at” MSRP, e.g., “The 2020 CLA, starting at \$XX,XXX.”
Terms “AWD” and “All-Wheel Drive”	11H. Must only be used in conjunction with the term “4MATIC®.”



12. PROMOTIONAL SALES EVENTS

Dealers must comply with the requirements in the chart below for promotional dealership sales events.

PROMOTION	DESCRIPTION
Combined Promotions	12A. Dealer-specific promotions cannot be combined with MBUSA promotions.
Extending Promotional Events	12B. Dealers are to refrain from advertising a manufacturer-authorized event outside of the event period.
Tier 3 and OEM Events	12C. Dealers must clearly designate a Tier 3 event with their "Doing Business As" (DBA) name and not infer it is an OEM event. Tier 3 event names must begin with their DBA. For example: "The Mercedes-Benz of Anytown Mid-Year Event"

13. PRE-OWNED AND CERTIFIED PRE-OWNED

13A. If advertising an authorized Mercedes-Benz USA Certified Pre-Owned event, dealers must use the current event logo.

13B. Dealers are to refrain from advertising a manufacturer-authorized CPO sales event outside of the event period. This includes removing all Point of Sale from the dealership once a sales event is over.

EX-COURTESY VEHICLE PROGRAM (CVP) VEHICLES

13C. Dealers must comply with all Ex-CVP guidelines. Please reference the most recent NCU for current Retired CVP & Lease Advertising guidelines. Pilot program rules takes precedence over 5C guideline during period of pilot program. Upon termination of pilot program, all Ex-CVP guidelines must be followed.

13D. Dealers must clearly indicate former CVP vehicles as CPO/PO vehicles.

13E. Dealers must comply with the new car guidelines as published in the Monthly Sales Program Guide for any lease offers.

13F. Dealers must follow for any APR offers for CPO/PO support.

14. FLEET

Required Footnote Disclaimer

14A. Dealers must use a footnote disclaimer that references the Fleet Incentive and include, "Available for qualified customers only." See quarterly Fleet toolkit for detailed content and current disclaimers.

Extended Corporate Employee Limitations

14B1. Dealers with established Fleet relationships must limit their communications of extended corporate employee offerings/event invitations to those outlined in the table below.

TYPE	REQUIREMENTS
Employees	14B2. Those residing in their AOI.
Corporate	14B3. Intranet or internal email communications and offices located within a dealer's AOI.
Employees of Eligible Companies	14B4. Clearly identify that an extended incentive applies.

Exclusive/Preferred Dealership Restrictions

14C. When marketing to a company or association, dealers may not advertise or position themselves to appear as the exclusive or preferred dealership of an MBUSA Fleet program.

15. AFTER-SALES

Vehicle Scheduled Maintenance Requirements

15A. Known as “Service A”/“Service B” or “A Service”/“B Service” for vehicles MY09 and newer, dealer communications regarding required scheduled maintenance must reference the model year and include this disclaimer:

“Price advertised for Service A/Service B includes all factory-required components. Please refer to your maintenance booklet for the complete list of factory-required services and details on the specific intervals for your vehicle’s year and model.”

NOTE: Descriptions of required scheduled maintenance are available via the XENTRY Portal.

SERVICE A AND B

CATEGORY	SERVICES AND ALTERNATIVE ACCEPTABLE LANGUAGE
Oil	<ul style="list-style-type: none"> • 15B1. Synthetic Motor Oil Replacement • 15B2. Mercedes-Benz Synthetic Motor Oil Replacement • 15B3. Mobil 1 Synthetic Motor Oil Replacement
Oil Filter	<ul style="list-style-type: none"> • 15B4. Oil Filter Replacement or Replace Oil Filter • 15B5. Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter • 15B6. Fleece Oil Filter Replacement or Replace Fleece Oil Filter
Fluid Levels	15B7. All fluid level checks and corrections are dependent on factory-recommended service intervals for your vehicle’s year and model.
Tires	<ul style="list-style-type: none"> • 15B8. Tire inflation check and correction • 15B9. Set tire pressures including spare monitoring system (if applicable)
Brakes	15B10. Brake component inspection or Brake component check
Maintenance Counter	15B11. Reset maintenance counter.
Required Elements	15B12. Adhere to all required elements listed by model year and specific model as indicated on the corresponding service sheet for Mercedes-Benz Maintenance Systems in the USA.

SERVICE B ONLY

CATEGORY	SERVICES AND ALTERNATIVE ACCEPTABLE LANGUAGE
Filters	<ul style="list-style-type: none"> • 15C1. Cabin dust/combination filter replacement • 15C2. Replace air conditioning cabin filter or Replace cabin filter • 15C3. Replace combination filter or Replace dust filter
Brake Fluid	15C4. Brake fluid exchange

Use of Dealer-Recommended Services

15D1. Dealers must list all factory-required services for Service A/Service B in all customer-facing communication and documentation.

15D2. Services beyond the stated requirements must be clearly identified as “dealer-recommended” services (e.g., fuel system cleaners, nitrogen tire services, etc.) and cannot be marketed as required for proper maintenance of a vehicle.

Oil Change Advertising

A dealer must not advertise an oil change as a standalone service, since this omits components required by the factory to:

- **15E1.** Deliver sufficient and proper maintenance within Service A/Service B specifications
- **15E2.** Reset the service indicator light



Part 2 – Dealer Digital & Technology Standards

MBUSA has created a set of digital standards intended to set benchmarks for a consistently superior customer experience.

Dealers must meet the criteria outlined below in order to maintain eligibility for the MBUSA New Vehicle Tier 3 Bonus Program. Failure to comply can result in the forfeiture of bonus funds as discussed above. There is no earn-back or accrual for assessment or forfeiture of bonus funds.

TIER 3 DIGITAL MARKETING PARTNERS PROGRAM

MBUSA will offer an OEM-backed Tier 3 Digital Marketing preferred vendor program that offers pre-negotiated rates, enhanced support teams, and no-hassle integrations offered by **Dealer Inspire** and **Dealer.com**. By selecting a website and digital retail package from either vendor, provided assets will be compliant with the Tier 3 brand standards outlined below. Both vendors are responsible for the monthly compliance submission of each enrolled Dealer's website to MBCCS. Compliance infractions issued related to the vendors' suite of products will be resolved in a timely manner and resubmitted for approval automatically.

Refusal of Digital Marketing Partners Program

Dealers are not obligated to choose a package from the preferred vendors, and there is no penalty for declining the program.

Dealers who select a separate website option will incur more stringent compliance audits to ensure compliance with the Tier 3 Brand Standards and will be held responsible for compliance adherence and remediation if necessary. Dealers are responsible for ensuring their website and technology choices meet all of the functional requirements and qualifiers listed below. It is the dealer's responsibility to implement required changes at their own expense.

TOPIC	DESCRIPTION
Digital Retailing (Outlined Below)	Dealer must activate a Digital Retailing solution on the dealer website.
5 Star Experience (Outlined Below)	Dealer must be enrolled in MBUSA's 5 Star Experience and ratings be published in a prominent location on their website.
Digital Facility Element (Inactive)	More details will be shared when available.



DIGITAL TECHNOLOGY STANDARDS

16. DEALER WEBSITE

Website Options

16A. Dealers must each have their own Tier 3 dealership website. Dealers may utilize a website package from the preferred providers, or may implement a dealer website with a vendor of their choosing. All Dealer websites must adhere to the standards outlined below in order to compliant with the Tier 3 Bonus Program.

Vanity Sites

16B. Dealers must maintain one dealer website, which must meet the digital requirements outlined below. Dealers may not utilize secondary websites (also known as vanity sites) to advertise Mercedes-Benz vehicles.

EXCEPTION: Dealer group sites are not considered vanity sites and will not be penalized.

DESIGN AESTHETIC

16C1. In order to protect the integrity of the Mercedes-Benz brand, dealers must ensure that their website meets the design standards set below. Overall website design should be brand commensurate and reflective of a luxury brand. All dealer websites must respect the integrity of the Mercedes-Benz Brand (Section 9F/G).

- **16C2.** Maintain a clean, uncluttered appearance
- **16C3.** Avoid cluttered and busy advertisements and/or over-treated graphics
- **16C4.** Do not use disruptive popups, takeover experiences that overtakes a page with a third-party application, or modules that cover CTAs

For color codes, typography, buttons, and other MBUSA style assets, refer to the **MBUSA Style Guide** on Mercedes Marketing.

Overall

16D. Dealer websites should include relevant information that can aid a customer on their purchase journey. Websites should include at a minimum, the following pages or elements:

- | | | |
|----------------------|------------------------------------|-------------------|
| • About Us | • Sales & Service Hours | • National Offers |
| • Staff Page | • Service Center | • Inventory |
| • Recall Information | • Special Offers (Sales & Service) | |

Home Page

16E. Dealer home pages must not have more than 5 carousel slides. The home page must also include the 5 Star Experience rating module in a prominent location (refer to the 5 Star section of this guide for more details).

17. Sales

Dealer sales pages must comply with the following:

CATEGORY	GUIDELINES
Special Offers (17A)	<ul style="list-style-type: none"> • 17A. Sales & Service Special Offers are present and current
National Offers (17B)	<ul style="list-style-type: none"> • 17B. Current National Offers
Vehicle Listing Page (VLP)/ Search Results Page (SRP) (17C)	<ul style="list-style-type: none"> • 17C1. No more than 3 CTAs per Vehicle Listing • 12C2. No redundant CTAs • 17C3. Consistent Pricing between VLP/VDP and DR tools • 17C4. Custom inventory photos when possible
Vehicle Detail Page (VDP) (17D)	<ul style="list-style-type: none"> • 17D1. Details • 17D2. CTAs • 17D3. Custom Inventory Photos when possible
Call-to-Action (CTA) (17E)	<p>Call-to-Action (CTA) buttons are used on websites and landing pages to guide users towards goal conversion. CTAs should:</p> <ul style="list-style-type: none"> • 17E1. Propel shoppers down the sales funnel • 17E2. Use softer language (avoid aggressive ‘Buy Now’ messaging, instead ‘Personalized Payments’) • 17E3. Bridge the gap between information and sales

18. After Sales

Dealer after sales pages must comply with the following:

CATEGORY	CONTENT GUIDELINES
Service Center (18A)	<ul style="list-style-type: none"> • 18A1. Service Scheduler • 18A2. “Why Mercedes-Benz Service?” • 18A3. Dealer Offerings (Genuine Parts, Certified Technicians, Express Service, Mobile Service, Online Payment, Collision Center, etc.) • 18A4. Dealership Amenities
Parts Center (18B)	<p>18B1. Parts Ordering Form or Revolution Parts website link, Genuine Mercedes-Benz Parts information</p> <p>18B2. Wholesale Parts (if applicable per enrollment): Parts Ordering Form or Revolution Parts website link, Genuine Mercedes-Benz Parts information</p>
Tire Center (18C)	Tire specific content and Schedule Service CTA
Wholesale Accessories (if enrolled) (18D)	Wholesale Parts Programs and Wholesale Parts benefits

19. WEBSITE FUNCTIONALITY

Dealers are expected to take an active role in the development of content on their website and must ensure that their website meets the minimum requirements set below.

CATEGORY	REQUIREMENT
Load time & Optimization	Cluttered appearance and redundant widgets can frustrate users, increase bounce rate, and slow load times. Be cognizant of the widgets, connections, and Calls-to-Action (CTA) present on the website. <ul style="list-style-type: none"> 19A. Websites load time should be under 5 seconds. Ideal bounce rate should be below 50%.
Mobile Optimization (19B)	All websites must be optimized for mobile use and include: <ul style="list-style-type: none"> 19B1. Easy thumb navigation 19B2. Click-to-Call 19B3. Click-to-Directions
Personalization (19C)	Where available, website personalization should be utilized for a more tailored shopping experience.
Customer Ratings & Reputation Management	Dealers are required to display customer ratings, including but not limited to 5 Star Experience (also known as 5 Star Rating System), in an apparent and easy-to-find location on their home page. (19D2) The 5 Star Experience must appear before any other rating modules. A reputation management service is encouraged but not required. All negative customer reviews should be responded to promptly and appropriately.
ADA Compliance (19E.)	Under Title III of the Americans with Disabilities Act (ADA), Mercedes-Benz authorized dealers must adhere at a minimum to level AA to the Web Content Accessibility Guideline (WCAG). A 3rd party solution is recommended but not required. It is the responsibility of the dealer to ensure ADA compliance. Consult with counsel to ensure compliance with applicable laws and regulations.



DIGITAL LEADERSHIP QUALIFIERS

Purpose

In order to maintain a best-in-class digital experience for Mercedes-Benz customers, MBUSA is implementing the following criteria as qualifiers for the Tier 3 Bonus Program.

1. These elements are considered “all or nothing” qualifiers to be eligible for the Tier 3 Bonus Program. Each qualifier must be met each month in order to receive the money under the Tier 3 Bonus Program. If one of the elements is not met, the funds will be charged back to the Dealer.

Note: Because the Digital Facility Element is currently inactive, only the 5 Star Experience and Digital Retail tool requirements are qualifiers until further notice.

2. The qualifiers will be monitored on a monthly basis rather than quarterly.
3. Failure to implement either of the 2022 Digital Leadership Qualifiers will result in the forfeiture of the Tier 3 Bonus Program funds (\$440 per wholesale) for that month until the qualifiers are reinstated or remediated, with no earn-back or accrual.

DIGITAL LEADERSHIP QUALIFIERS	STATUS	DESCRIPTION
5 Star Experience	Enforced as of 7/1/22	Dealer must be enrolled in MBUSA's 5 Star Experience and ratings be published in a prominent location on their website.
Digital Retail Tool	Enforced as of 9/1/22	Dealer must activate a Digital Retailing solution on the Dealer website. Both Digital Retail solution and Dealer website must adhere to the brand standards.
Digital Facility Element	Inactive	This qualifier will be introduced in 2023.

1. 5 STAR EXPERIENCE - QUALIFIER

Dealers must be enrolled in MBUSA's 5 Star Experience survey program, an updated and user-friendly dashboard providing real-time visibility to customer experience information, arming dealers with the knowledge and insights necessary to make timely and relevant business decisions that drive business impact.

Sales and Service overall satisfaction scores (3 month rolling average) will be displayed separately on the home page of Dealer websites and will update on a weekly basis.

CATEGORY	REQUIREMENT
Location	21A. The Star Rating must appear on the home page above any other ratings shown on the website
Sales	21B. Overall Satisfaction for new vehicle Mercedes-Benz passenger car sales
Service	21C. OVERALL SATISFACTION FOR MERCEDES-BENZ PASSENGER CARS EIGHT (8) MODEL YEARS AND NEWER

Dealers can opt out by contacting their website providers and emailing mbcep@mbusa.com but will not meet the Digital Leadership Qualifier and thus forfeit eligibility for the T3 Bonus Program.

2. DIGITAL RETAILING - QUALIFIER

Dealers must activate a Digital Retailing solution on the dealer website to offer an online shopping experience to customers within their dealer website. The Digital Retail products offered by the preferred Tier 3 Digital Marketing vendors are compliant with the requirements. Dealers opting to use their own digital retail tool are responsible for ensuring compliance with all of the requirements listed below.

Digital Retailing solutions must contain the following elements:

- Real-time IMS
- Payment calculator: Cash, Finance, Lease
- Trade-in tool
- F&I package options
- Driver's license upload
- Pre-qualification
- Credit application
- Pickup / Delivery options
- Appointment Scheduling

ELEMENT	REQUIREMENT
Inventory integration via IMS, DMS or MBUSA inventory feed	20A. The digital retail tool must receive an accurate inventory feed from the dealer IMS, DMS or direct from the MBUSA inventory feed.
Payment calculator: Cash, Finance, Lease Or Finance Tool that supplies payment calculation	20B. The digital retail tool must include a payment calculator with inputs including, but not limited to, price ranges, term length, loan types. Customers should be presented with the ability to toggle between cash payments, lease or finance offers.
Trade-in tool	20C. The digital retail tool must implement a trade-in tool that providers the consumer with an accurate trade-in price that will be honored by the dealership.
F & I Package Options	20D. The digital retail tool must include a digital menu of all dealership and MBUSA F & I products that are offered in-store. F & I products may be entered by a finance manager or pulled directly from MBUSA.
Driver's License Upload	20E. The digital retail tool should allow a consumer to upload a copy of the consumer's driver's license (unless restricted by state regulations).
Pre-Qualification	20F. Pre-qualification functionality must provider dealer with visibility into a customer's credit worthiness while requiring only the consumer's name and address to request a credit score and credit report. The "soft pull" of credit is completed without an impact on the consumer's credit.
Credit Application	20G. The digital retail tool must be complete with an embedded credit application with a credited lender of the dealer's choosing.
Pickup/Delivery options	20H. All digital retail tools must be equipped with means to allow a dealer to schedule a dealership pick-up or at home delivery of the requested vehicle.
Appointment Scheduling	20I. All digital retail tools must present consumers with means to schedule an appointment to view the vehicle in-person.

Digital Retailing solutions also must adhere to the following:

SITUATION	REQUIREMENT
Website Takeover	20J Dealers must provide consumer access to their digital retailing tool on their primary domain via a module or integrated experience. 20K. Consumers must have the availability to exit the digital retailing experience at any time and return to the Dealer's primary domain.
Prominent DR CTAs	20L . Dealers utilizing digital retailing tools must provide consumers with a CTA to enter the digital retailing experience on every vehicle listing page (VLP) and vehicle details page (VDP).
Multiple Inquiry Methods	20M . Dealers utilizing digital retailing tools must provide consumers with alternative channels in which to submit an inquiry on a vehicle on their VDP and VLP.
Mercedes-Benz Branding	20N . THE DR TOOL MAY NOT INCLUDE OTHER OEM BRANDING.
Pre-Owned Vehicle Merchandising	20O . VLP FOR PRE-OWNED VEHICLES MUST BE PRE-SORTED TO DISPLAY MERCEDES-BENZ VEHICLES FIRST.

3. DIGITAL FACILITY ELEMENT - QUALIFIER

Dealers must comply with the requirements of the digital facility element when such requirements become available. The digital facility element is currently under development and inactive for monitoring and performance metrics. Details will be shared as they become available.