

Terms of Use for the Mercedes me connect and smart control Services

Version 001.001.002.A.18B

I. General Part

1. Scope of Application

The General Terms and Conditions of Use for the Mercedes me connect and smart control services ("GTC") presented below, and the Mercedes me connect and smart control overview of services ("Overview of Services"), issued by Daimler AG, Mercedesstraße 137, 70327 Stuttgart, Germany ("Daimler"), (together referred to as "Terms of Use") apply to the provision of Mercedes me connect and smart control information and telematics services ("Services") by Daimler and to the use of the Services by the Customer. The Overview of Services is a key element of the Terms of Use. In the event of a contradiction between this General Part of the Terms of Use, the Special Part of the Terms of Use or the Overview of Services, the regulation in the Special Part or the Overview of Services shall take precedence.

2. Customer, Holder

- 2.1 "Customer" is the person who fulfils the requirements of Clause 4.1 and has concluded these Terms of Use successfully and appropriately pursuant to Clause 3.1.
- 2.2 "Holder" is the person who is registered as being responsible for the vehicle in the relevant national vehicle register.

3. Effective Date of the Terms of Use, Authorisation to Use the Services

- 3.1 A precondition for using the Services is that the Customer has registered with Daimler and has accepted the Terms of Use.
The Terms of Use shall take effect between the Customer and Daimler if the Customer receives a confirmation, at the latest however as of the date at which the Customer can use the respective Services for the first time.
- 3.2 The Agreement shall be concluded in the respective national language. In addition, Daimler will offer to the Customer to accept the Terms of Use in the English language.
- 3.3 When the respective Terms of Use enter into effect, the Customer will be entitled to use certain Services free of charge. Details can be found in the Overview of Services. The Customer may obtain more information on the Customer Portal ("Customer Portal") specified in Clause 15.2.
- 3.4 The Customer can purchase the right of use for fee-based Services ("Fee-based Services") from Mercedes-Benz Accessories GmbH ("MBA").

The purchase of Fee-based Services is subject to the terms and conditions agreed between the Customer and MBA, including the General Terms and Conditions of MBA. The Terms of Use apply to the Customer's use of the Services.

4. Scope of Services

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

target countries for Apps and their purchase in the Customer Portal.

For older vehicle series, the Customer has the option of operating and using certain Services in certain Target Countries via an adapter ("Adapter") and an app for the adapter ("Adapter App"). The Services that are available via the Adapter may differ in some regards from the Services that are available through the other Use Gateways. The Customer may obtain more information, for example regarding the Target Countries for the Adapter and how to acquire it, in the Overview of Services, on the Customer Portal or from Daimler branches and authorised dealers, which participate in the sale of the Services (both "Participating Partners"). Daimler assumes no obligation to provide the Customer with the Adapter. The provision will, if applicable, be governed by the terms and conditions agreed between the Customer and the partner. Daimler assumes no liability in this respect.

- 4.6 The Customer may delete the Apps and the Adapter App at any time. In this case, the Customer will no longer have any access to the Services via the Apps or the Adapter. Furthermore, changes made to the compatible end device (e.g. update of the operating system, jail-breaking) could render the Apps or the Adapter App unusable.

Note: Any obligations to MBA for payment of the fees for fee-based Services will remain unaffected by deletion of the App or Adapter App or by the described changes to the compatible end-device.

- 4.7 The Customer will have the opportunity to activate or deactivate individual Services on his User Account. The Customer can use an activated Service as described in the Terms of Use. If a Service is deactivated, then the Service will not be available to the Customer during that time.

Note: Any obligations to MBA for payment of the fees for fee-based Services will remain unaffected by deactivation of the Services.

- 4.8 If the Customer revokes the purchase of a fee-based Service from MBA, Daimler reserves the right to deactivate the affected Services.

Daimler also reserves the right to deactivate the Services for security reasons (e.g., security gaps) or for other important reasons.

- 4.9 Due to the currently available technology, the provision and use of the Services may be subject to certain restrictions and inaccuracies beyond the control of Daimler. In individual cases there may be discrepancies between the vehicle operating data displayed in the vehicle (e.g. in the infotainment system) and that in the Customer's respective Use Gateway. This applies in particular to the availability of the mobile data connection provided by mobile

phone companies, the mobile network, the global navigation satellite system GPS location services and internet access. The Services are therefore geographically limited to the transmission and reception areas of the transmission stations operated by the relevant mobile phone companies. The unavailability of the mobile network can in some cases mean that individual Services are unavailable because the necessary data transfer cannot take place. The Services may also be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g., bridges, tunnels, buildings). The same applies to the GPS positioning based on global navigation satellite systems. Other disruptions, such as network overload, may hamper use of the internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Services, the mobile and land line networks or the internet.

The mobile communications connection between the vehicle and the Daimler Vehicle Backend or the Daimler Cloud Backend ("Daimler Backend"), which is currently provided by an external German telecommunications operator or its roaming partners, currently has a service availability of 97.0% on the annual average. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded.

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

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

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

software updates, enhancements to the Apps or Adapter App).

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

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

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

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

- 4.12 When the Terms of Use come into effect and the vehicle is connected, a mobile data connection is used to download and automatically install software updates for the browser and vehicle components (infotainment system or Communication Module) without the need to visit a workshop ("Software Update"). The Software Update can be initiated from the vehicle or from the Daimler Backend and can improve and enhance functions of the vehicle and the Services as well as provide or facilitate new functions of the vehicle and the Services, or modify or remove functions of the vehicle and the Services. The Software Update cannot be deactivated by the Customer. Depending on its type and scope, the Software Update is

carried out automatically without any additional consent required from the Customer, or the Customer will be given the option of confirming or rejecting individual Software Updates; the Customer may always reject changes or removals if they are not beneficial for the Customer or if the Customer could not be reasonably expected to accept them, taking the interests of Daimler into account. The period of time between the individual Software Updates can vary. There is no right to demand Software Updates.

The Software Updates are subject to the availability and limitations of the mobile network and of the equipment in the vehicle. This means that the time it takes to download and install any software can differ from vehicle to vehicle and can take anywhere from a few minutes to several hours. The status will be stored in the Daimler Backend and shown to the Customer via his Use Gateways.

Under certain circumstances, the Software Updates may be required for the unimpeded performance and operation of the Services. The Customer is not entitled to obtain the Software Updates by other means (e.g., through the Participating Partners). As part of servicing by Mercedes-Benz or smart partners who are responsible for providing repair and maintenance services for Mercedes-Benz or smart vehicles ("Service Partners") or Participating Partners, other measures may be carried out instead of or in addition to the Software Updates.

While the Software Updates are downloading and installing, the functionality of the vehicle or individual components (e.g. infotainment system or communication module) may be restricted for a limited period of time. In the unlikely event that a fatal technical error occurs during the installation of the Software Update, the functionality may continue to be restricted and a workshop repair may be needed.

- 4.13 Some Services are supplemented with additional functions. The other functions are described in the Special Part of the Terms of Use. Additional functions cannot be separately activated or deactivated. Rather, they are always made available within the scope of the respective Service. The operation of the other functions partly takes place via User Gateways other than the Service itself.

- 4.14 For Vehicle Types 2 (see Overview of Services) the Customer has the option of receiving notifications in a notification centre ("Notification Center") in the vehicle's infotainment system from Services that are activated by the Customer and compatible with the Notification Center ("Notification Center Services"). Not all notifications from Notification Center Services are displayed in the Notification Center.

4.15 For certain Services (e.g. Internet radio, filling station prices, Live Traffic, Car-to-x Communication) the information available via the Service is prepared by Third Content Providers and may be incomplete, incorrect, not current or unavailable in whole or in part. The information is also generated in the individual Target Countries by various Third Content Providers and can have a different quality in the individual Target Countries. Daimler assumes no responsibility for checking whether the information is complete, accurate or current, or for completing, correcting or updating such information, or for making sure that the information is available or is made available in a certain quality. The Customer is independently responsible for his use of the information and decisions made on the basis of the information; accordingly, the Customer is responsible for checking whether the information is complete, accurate or current and is available or is made available in a quality suitable for his purposes.

5. Requirements for Use

5.1 The Services are available in vehicles from newer Mercedes-Benz or smart vehicles which are fitted with an integrated communications module. Some Services require additional optional equipment in the vehicle. Details and any other requirements for use are set forth in the respective Special Part of the Terms of Use and the Overview of Services.

Moreover, certain Services are also available for vehicles from older model series. The Customer can obtain information about the model series in which the Services are available from the Participating Partners.

For certain functions and Services, the vehicle requires a mobile data connection between the vehicle and the Daimler Backend as well as the compatible end device of the Customer. In addition, the vehicle must have an infotainment system. The use of the Services via the Adapter additionally requires an active Bluetooth connection between the Adapter and the compatible end device. To use the navigation options of certain Adapter Services and for the data transmission to the CAC, the compatible end-device of the Customer must have GPS and the GPS must be activated. Additional conditions for use or exceptions are described in the Special Part of the Terms of Use.

5.2 In order to be able to use the Services for a vehicle, the vehicle must be connected.

The connection takes place on site at the Participating Partners or online via the User Account. The Customer may obtain more information on the Customer Portal or from Participating Partners.

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

5.3 The Customer may disconnect a vehicle either by removing the vehicle from his User Account or by sending a request concerning the disconnection in text form (including by email and fax) to the Mercedes-Benz or smart Customer Assistance Center (CAC) referred to in Clause 15.2.

The disconnection will deactivate the Services in the relevant vehicle for the Customer.

Note: Any obligations to MBA for payment of the fees for fee-based Services will remain unaffected by the disconnection.

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

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

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

5.5 In addition, use of the Services also requires regular updates of the Apps and the Adapter App when such updates are available.

5.6 Note: Notifications displayed on the vehicle's control panel have priority over all other information channels, such as notifications via the Use Gateways of the Customer. Information displayed in the infotainment system or in Apps is not definitive and may in full or in part be incomplete or incorrect or not up to date; moreover, it only applies as of the time it is queried. More extensive instructions or discrepancies arise from the Special Part of the Terms of Use.

5.7 For Vehicle Types 1 (see Overview of Services) the voice-control function of certain Services and functions is based on a technical application of a Third-Party Service Provider. To use the voice-control function, the Customer must accept the terms of use of the third-party service provider.

6. Fees and Costs

- 6.1 The conclusion of the Terms of Use is not associated with any fees.

The fees of MBA apply for the fee-based Services.

Optional equipment is also necessary in some cases in order to use the Services in the vehicle and could result in a higher vehicle price. Details on the required special equipment are provided in the Overview of Services.

The App and the Adapter App are made available to the Customer free of charge. The Customer obtains the Adapter on the terms and conditions agreed upon between him and the Participating Partner.

- 6.2 Any costs for the mobile data connection between the vehicle and the Daimler Vehicle Backend will generally be borne by Daimler.

The foregoing paragraph does not apply if the Customer uses the Services via the Adapter and the Adapter App. In that case, the Customer shall bear any costs for the mobile data connection between the vehicle and the Daimler Vehicle Backend. These costs are based on the rates charged by the mobile service provider used by the Customer; higher fees may arise in other countries.

- 6.3 Any costs for the mobile data connection that are incurred when the Customer using his compatible end device or other media and telecommunications equipment accesses the Customer Portal or his User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by his own service provider.

7. Obligations of the Customer

- 7.1 The Customer warrants that they are either the owner of the vehicle or that the vehicle's owner has permitted them to use the vehicle and thus also to use the Services in the vehicle (e.g. driver of a company car).

- 7.2 The Customer warrants that his profile data, specifically the name, address (including email address if the Customer has his own User Account) and date of birth, which he reported to the Participating Partner and entered in his User Account, are correct. The Customer shall inform Daimler of any changes to this data without undue delay.

If the data are incorrect and communication with the Customer is therefore not possible, then Daimler reserves the right to block the Services.

Note: Any obligations to MBA for payment of the fees for fee-based Services will remain unaffected by a block.

- 7.3 The Customer shall without undue delay cause the vehicle to be disconnected from the Services in accordance with section 5.3, if he is no longer entitled to use the vehicle (e.g.,

because it is sold or he has lost his right to continue using the company or leased car) or if this vehicle has been destroyed.

If the Customer does not fulfil his obligation to disconnect the vehicle and another person successfully authenticates himself in accordance with clause 5.2, or if the holder or owner of the vehicle reports that the Customer is no longer authorised to use the vehicle, then Daimler will disconnect the vehicle in accordance with clause 5.3 without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under section 7.8 shall remain unaffected.

- 7.4 The Customer shall keep all access details and passwords necessary to use the Services safe, not disclose them to third parties, and prevent them from being misused. The Customer shall not use the same combination of email address and password for accessing the User Account that he uses for other online services. The Customer shall also impose the above obligation on any "Co-Users" as defined by Clause 9.1.

- 7.5 The Customer will be entitled to use the Services only if he complies with all legal requirements and does not pursue any purposes in breach of the Terms of Use or applicable law.

- 7.6 If the Customer identifies that the Services have been used in breach of the Terms of Use or that an unauthorised third party has carried out an inadmissible activity on the mobile network provided for the Services, then the Customer must inform Daimler of this without undue delay via his User Account or by contacting the CAC using one of the methods described in Clause 15.2.

- 7.7 The software applications provided for the use of the Services may not be modified, edited, decompiled (including by means of reverse engineering), stored or otherwise copied.

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

- 7.8 The Customer shall be liable to Daimler for any loss or damage arising from his breach of the obligations under the Terms of Use in accordance with the statutory provisions.

- 7.9 The Customer shall indemnify Daimler for all claims, costs, damage and losses (including the costs of reasonable legal proceedings) caused by a third-party claim against Daimler based on the Customer's violation of statutory provisions, third-party rights, or the Terms of Use, provided that the Customer is liable in accordance with Clause 7.8.

- 7.10 The Customer is personally responsible for saving any data on his compatible end devices.

- 7.11 If the Customer allows another driver to use the vehicle, the Customer is responsible for

informing the other driver about the Services and the associated data collection, processing and transmission prior to departure, to obtain the other driver's consent and advise them of the option to deactivate the Services.

8. Term and Termination

- 8.1 The Terms of Use have an unlimited term.
The term of the Services is set forth in the Overview of Services or the agreement between the Customer and MBA.
- 8.2 Daimler may terminate the Terms of Use at any time with a notice of 30 days, at the earliest as of the expiration of the last fee-based Service. Daimler may terminate gratuitous Services at any time with a notice of 30 days. Fee-based Services shall end with the expiration of the posted term of use. Daimler will give the notice of termination in text form (including email and fax).
- 8.3 The Customer may terminate the Terms of Use or individual Services at any time without notice. The Customer will give the notice of termination via his User Account or in text form (including email and fax) to the CAC.
Any obligations to MBA for payment of fees for fee-based Services shall remain unaffected by a termination of the Terms of Use or individual Services by the Customer.
Note: The deletion of the App or Adapter App in accordance with Clause 4.6 and the deactivation of Services in accordance with Clause 4.7 do not constitute termination. Instead, notice of termination must be given via the Customer's User Account or in text form (including email and fax) to the CAC.
- 8.4 If the Customer with a previous domicile in one of the Target Countries changes his domicile to a country, which is not a Target Country, the Services will be automatically terminated without notice.
If the Customer uses the Services via the App or the Adapter and, having previously been domiciled in one of the Target Countries for the App or the Adapter, changes his domicile to a country which is not one of the Target Countries for the App or the Adapter, the Customer may no longer use the Services via the App or the Adapter.
Any obligations to MBA for payment of fees for fee-based Services will remain unaffected by the change of domicile.
- 8.5 The right to terminate the Terms of Use or individual Services for good cause remains unaffected. Daimler will give notice of termination for good cause in text form (including email and fax), and the Customer

shall do so via his User Account or in text form (including email and fax) to the CAC.

Any obligations to MBA for payment of fees for fee-based Services will remain unaffected by the termination of the Terms of Use or individual Services by Daimler for good cause.

- 8.6 In the event that the Terms of Use or individual Services are terminated, the relevant Services will be deactivated in the affected vehicles.
- 8.7 Daimler can transfer all rights and obligations from the contract to a third party and/or to the local Daimler group company domiciled in the target countries ("Contract Transfer").¹ Daimler will notify the Customer of the Contract Transfer with a notice of two months in advance in text form (including email and fax). In this case, the Customer is entitled to terminate the contract with immediate effect within this period of two months after the announcement of the Contract transfer. The Customer will give the notice of termination via his User Account or in text form (including email and fax) to the CAC.

9. Other Users and Co-user Authorisation

- 9.1 In order to enable other persons to access Services, the Customer may authorise these other persons as co-users ("Co-Users") in his User Account. To use the Services as Co-Users, these other persons must also hold a User Account and confirm online that the Customer has authorised them.
To use the Services as Co-Users via Apps or the Adapter App these persons must also purchase Apps or the Adapter App and install them on a compatible end-device.
- 9.2 Co-Users can view, operate and use certain Services in exactly the same way as the Customer via their Use Gateways (e.g., they can inquire as to the vehicle's status, program the auxiliary heating). However, only the Customer is able to purchase Services, terminate the Services, activate the Services and connect and disconnect the vehicle from the Services. The details and special provisions of the Co-User rights many arise from the Special Part of the Terms of Use.
When functions are being programmed, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or the co-user. However, Co-Users cannot activate or deactivate the Services.
The scope of the Services may vary for the Co-User depending on which Use Gateway is used to access them. Details may be provided in the

¹ Effective from September 1, 2018, all rights and obligations of these Terms of Use for customers with a place of residence in the target country of Italy shall be exercised by Mercedes-Benz

Special Part of the Terms of Use and the Overview of Services.

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

10. Liability

- 10.1 In the event Daimler is liable for damages through slight negligence on grounds pursuant to applicable laws, the liability is limited as follows: Liability exists only if material immanent obligations arising from the use of the Services have been violated, in particular those which are imposed upon Daimler in accordance with the spirit and purpose of the Terms of Use or whose performance is a prerequisite for the due and proper performance of the Services, where the Customer regularly relies and ought to be able to rely upon Daimler complying with such obligations. This liability is limited to typical damage foreseeable at the time the Terms of Use take effect.

If the Customer is a business person who is acting in the performance of his commercial or independent business activity at the time the Terms of Use are concluded, the same applies for damage caused through gross negligence, however, not through gross negligence committed by legal representatives or managing staff of Daimler.

- 10.2 Regardless of the issue of fault, this shall not prejudice the liability of Daimler if Daimler has provided a guarantee or accepted a procurement risk, or under the terms of the German Product Liability Act (ProdHaftG) or other applicable product liability laws.
- 10.3 Personal liability on the part of the legal representatives, vicarious agents and employees of Daimler is excluded in cases of damage resulting from their slight negligence. For any loss or damage caused through the gross negligence of such persons, with the exception of statutory representatives and senior managers, the limitations on liability applicable in this respect to Daimler will apply mutatis mutandis.
- 10.4 The limitations of liability set forth in this Clause do not apply in the event of death or personal injury.

11. Data Protection and Data Security

- 11.1 Daimler takes the protection of users' personal data seriously and takes care to protect the privacy of the users during the processing of such data.
- 11.2 Further details concerning the data processing, data protection and data security are provided for you in the data protection notices for the Mercedes me connect and smart Control Services.

12. Final Provisions

- 12.1 The place of performance and sole place of jurisdiction for all present and future claims arising from or connected with the Terms of Use is Stuttgart if the Customer has no place of jurisdiction in one of the Target Countries, moves his domicile to a country other than one of the Target Countries after the conclusion of the Terms of Use, or if the Customer's domicile is unknown on the date the legal proceedings are initiated. Daimler is always entitled to also institute proceedings against the Customer in the Customer's place of jurisdiction. In other cases, the Customer's domicile will be the place of performance and place of jurisdiction for all claims between Daimler and the Customer. If the Customer is a consumer, the right of the Customer to sue Daimler at Daimler's registered office remains unaffected.
- 12.2 This relationship between the Customer and Daimler is governed and construed in accordance with the law of the Federal Republic of Germany **unless mandatory national consumer protection regulations under the law of the country in which the Customer is domiciled or has his place of habitual residence take precedence to the benefit of the Customer.** This could result, for example, in Daimler's liability extending beyond that set out in clause 10.
- 12.3 Should one or more of the aforementioned provisions be or become invalid, the validity of the other provisions will remain unaffected.

13. Information on Online Dispute Resolution

The EU Commission has created an Internet platform for online dispute resolution (so-called "ODR Platform"). The ODR platform serves as a contact point for the extra-judicial settlement of disputes concerning contractual obligations arising from online purchase contracts. You can access the OS Platform under the following link: <http://ec.europa.eu/consumers/odr>

14. Notice Pursuant to Section 36 of the German Consumer Dispute Resolution Act (VSBG)

Daimler will not take part in proceedings to resolve a dispute before a consumer arbitration body within the meaning of VSBG, nor is it obliged to do so.

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

15.1 The Services are offered by, and the responsible body is Daimler AG, Mercedesstr. 137, 70327 Stuttgart, Germany.

15.2 Contact details for CAC:

Mercedes-Benz

Customer Assistance Center Maastricht N.V (CAC)

P.O. Box 1456,

6201 BL Maastricht

The Netherlands

Email Address	Phone No.*
mercedes_me_connect@cac.	00800 9 7777777
mercedes-benz.com	

*Free of charge from landline, mobile phone charges may differ

Customer Portal: www.mercedes.me

Daimler AG, Stuttgart, Germany

Sitz und Registergericht/Domicile and Court of Registry: Stuttgart, HRB-Nr./Commercial Register No.: 19 360

Vorsitzender des Aufsichtsrats/Chairman of the Supervisory Board: Manfred Bischoff

Vorstand/Board of Management: Dieter Zetsche, Vorsitzender/Chairman; Martin Daum, Renata Jungo Brüngger, Ola Källenius, Wilfried Porth, Britta Seeger, Hubertus Troska, Bodo Uebber

II. Special Part

The following Services are available:

1. **Maintenance Management**

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

With this Service, Daimler records messages concerning wear and tear and outages to the extent these can be clearly interpreted and are available through monitoring of diagnosable components. Daimler will transmit this information to the Service Partner pre-selected by the Customer in order to allow the Service Partner to contact the Customer and the Customer to inform the Service Partner of a preferred appointment date.
- 2.1 **Battery Observer**

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

With the Telediagnosics Display Report function, Daimler records certain wear and tear and malfunction messages, to the extent these can be clearly interpreted and are available through monitoring of diagnosable components. Via the infotainment system, the Customer receives a popup message through which the Customer can enter into direct contact with the CAC.
3. **Accident Recovery and Breakdown Management**

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

This Service allows the vehicle passengers of a vehicle registered for the Standard Services to establish a telephone connection with the CAC following a Mercedes-Benz emergency call, and to transmit the vehicle data necessary and appropriate for the Service, which has been recorded in line with its technical design, as well as the current position of the vehicle, to the CAC in order to obtain additional assistance.
5. **Breakdown Management**

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

This Service enables the Service Partner pre-selected by the Customer, the Daimler technical market support and the CAC to retrieve the technical vehicle status in the form of diagnostic data. Diagnostic data are retrieved as preparation for a workshop appointment or as diagnostic support during the workshop visit. In the event of a breakdown the CAC can inform a Service Partner employee of the vehicle status using the diagnostic data to facilitate a faster, more targeted repair.
7. **Vehicle Exposé**

This Service gives the Customer the option of calling up an Exposé of his vehicles which are linked in the Customer Portal. The 'Exposé' contains vehicle information (e.g. vehicle data and special equipment, including the service plan and service history) and the Customer's-specific details (e.g. additional information about the number of registered keepers, current fittings, Customers' own photos) which customers can place in a dedicated area of the exposé.
8. **Remote Retrieval of Vehicle Status/Remote Status**

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

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

10. **Programming Charging Settings, Pre-Entry Climate Control**

- 10.1 If a Customer uses a vehicle powered by an electric battery, this Service offers the option of intelligently charging the vehicle remotely. This includes, for example, setting the charging mode or scheduling the next time the vehicle is to be used. This Service also enables the Customer to operate his vehicle's advance climate control via certain Use Gateways.
- 10.2 Moreover, the Customer can also have charging stations and the number of free charging points displayed via certain Use Gateways. The Customer can also enter this information into the infotainment system as a destination address. The electric range of the vehicle is calculated, and displayed via certain use gateways of his vehicle.

11. **Remote Door Locking and Unlocking**

This Service allows the Customer to check whether his vehicle doors are open or closed via certain Use Gateways and – depending on the vehicle version – to view information on whether windows, boot, sun roof and fuel cap are open or closed, and – depending on the vehicle version – to lock and unlock them remotely.

12. **Personalisation**

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

13. **Parked Vehicle Locator**

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

14. **Vehicle Tracker**

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

15. **Route Planning**

- 15.1 This Service enables the Customer driving a vehicle with a battery electric drive to plan a trip or route via certain User Gateways.
- 15.2 In addition, the Customer can use this Service via certain Use Gateways to search for charging stations for his battery electric vehicle and to

have them displayed on a map and in list form, to query information on charging stations and to filter the charging stations.

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

- 15.4 The "Trip Statistics" function enables the Customer to see various statistics (e.g. average speed, distance travelled and time spent in the vehicle). A required condition for use is that the Customer has activated the "Remote Retrieval Vehicle Status" Service.

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

16. **Geofencing**

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

17. **Concierge-Service**

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

- 17.2 The Customer can additionally enlist the services of a Concierge to undertake bookings or orders which require corresponding payments. Processing the commercial orders and bookings in Concierge requires that the Customer provides his credit card data and answers a security question. The credit card details are used solely to render the desired Services and are not stored. The Customer

determines the security question and answer in the Customer Portal.

18. Digital Vehicle Key

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

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

19. Live Traffic Information

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

20. Car-to-X Communication

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

21. Internet Radio

This Service allows the Customer to use certain Internet radio services in the vehicle.

22. Available Parking Spaces

This Service allows car park locations, together with the number of currently unoccupied parking bays, to be displayed via access points specified by the Customer. The Customer can copy these locations into the infotainment system as target addresses or send them from the App to the infotainment system and copy them there as target addresses. Additional information about multi-level car parks and on-

street parking (e.g. address, occupancy, opening hours, prices, height, width, availability determined on the basis of historical data, parking times) will be displayed via certain Use Gateways.

In addition, Daimler will provide the Customer with the technical interface to the parking service provider Parkopedia Ltd. ("Parkopedia"). Parkopedia will enable the Customer to rent the parking garage space selected by him via certain Use Gateways from third party parking space providers (e.g. parking garage operators or public and private parking space operators ("Third-Party Parking Space Providers")) for the intended parking duration.

If the selected parking space carries a fee, the payment transaction between the Customer and the Third-Party parking space provider will be processed via third-party payment service providers ("Payment Service Providers"). For this, the Customer must provide his credit card data to the payment service provider via his user account. In addition, the Customer needs a so-called RFID card ("parking card"), which he can order in the Customer Portal free of charge. The parking card enables the Customer to drive into a parking garage without a ticket and to have the parking charges calculated to the minute.

In the event of payment default Daimler reserves the right to block the parking card.

23. Petrol Station Prices

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

24. Online Map Update

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

25. e-Navigator/Charging Stations

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

26. Local Search

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

27. Weather

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

28. Predictive Navigation

This Service allows the Customer to receive suggestions for destination addresses based on a probability model. A requirement for using the Service "Predictive Navigation" is that the Customer has activated the Service "Vehicle Tracker", and that there is a Bluetooth connection between the Customer's vehicle and the Customer's compatible end-device.

29. Dictation

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

30. Mercedes Benz Apps

30.1 Internet Radio

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

30.2 Local Search

This Service allows the Customer, by means of an online free text or voice command search, to search for addresses and points of interest (e.g., restaurants, cafés, bars, hotels, businesses, shopping) within a radius of the

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

30.3 Weather

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

30.4 e-Navigator

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

30.5 Music Streaming TIDAL

With this Service the Customer is able to access his User Account at the Third-Party Provider Tidal via the infotainment system in the vehicle and to control the media playback. Depending on the infotainment system of the vehicle, the Customer needs to establish a mobile data connection for the streaming of "Internet radio" via the compatible end device or to purchase a certain data volume via the Customer Portal.

31. Remote Parking Assist

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

32. Mercedes me Adapter

32.1 My Vehicle

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

32.2 Maintenance Management

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

32.3 My Trips

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

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

32.4 Park & Find

This Service determines the location of the vehicle by GPS at the end of the trip and converts this data into an address, which is saved on the Customer's compatible end device. The Customer may add a photo and commentary to the location of his vehicle and save this on his compatible end device. In addition, starting from the end of the trip, the Customer can continue to view the parking time on his compatible end device on an ongoing basis (this information is also available via the Service "My Vehicle", if it is activated). In addition, the Customer may enter the parking time indicated on the parking ticket manually on his compatible end device and set a reminder for the time when the parking time runs out. Furthermore, the Customer can look up the position of his vehicle on his compatible end device and navigate there using the navigation function on the compatible end device.

The parking space locator enables the Customer to search for parking possibilities in his current vicinity or at another location. Additional information on parking garages (e.g. address, occupancy, opening hours, prices, drive-in height, parking hours) are also displayed.

32.5 Refuelling

This Service enables the Customer to view the fuel tank level of his vehicle in litres on his compatible end device until a reserve is reached. If it falls below an adjustable threshold, or if the reserve tank is reached, a popup notification will appear on his compatible end device. In addition, the Customer may keep a fuel log on his compatible end device. In so doing, the Service will automatically detect the fuelling processes and automatically save these along with additional information (e.g. the date, time, location and mileage of the vehicle and the

refuelling volume) on his compatible end device. Furthermore, the Customer may add refuelling processes manually and add notes regarding all refuelling processes manually, and save them on his compatible end device and export refuelling processes as so-called "CSV files" from his compatible end device.

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

32.6 Dealership Search

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

32.7 My Dealer

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

32.8 Accident Recovery & Breakdown

This Service allows the Customer to place a call manually to the CAC, during which relevant data (vehicle identification number (VIN), GPS positioning data, mileage, maintenance information, fuel level, ignition status, and, with some models, information regarding the control unit version) is automatically transferred to the CAC. The Customer can also call his Service Partner using his compatible end device to obtain additional support. In addition, in the event of an accident, the Customer can use his compatible end device to fill out a notice of claim form (insurance holder's personal information, the other party involved in the accident, driver, witnesses), save photos and audio files and export the entire notice of claim as a ZIP file. Furthermore, the Customer can save the claim notice in the Adapter App.

The Car Health Monitor function monitors selected warning lights of the control panel in the connected vehicle of the Customer during the trip. If a warning status is detected in the vehicle and displayed in the control panel, the App additionally notifies the Customer on his

- end device and offers the option of contacting either the help center or the dealer. The Customer can also transmit the maintenance information of his vehicle to the workshop at the touch of the button, if so desired.
- With the digital Service Checkbook, the Customer obtains an overview of the service history of his vehicle.
- 32.9 **Reminder**
This Service allows the Customer to configure a manual reminder in the Adapter App (e.g. concerning the general inspection for his vehicle). When the reminder occurs, the Customer can also set another reminder or use his compatible end device to request an appointment with his Service Partner via the Service Appointment Inquiry.
- 32.10 **Service Appointment Request**
The Customer can use this Service to inquire about or request an appointment with his Service Partner.
33. **Plug&Charge**
This Service allows the Customer to automatically authorise his or her vehicle for the charging process (provided the charging station in question supports this function) via "Plug&Charge" using certain Use Gateways.
34. **Parking Damage Detection and Theft Notification**
Through this Service, the Customer receives a notification on their smartphone via the Mercedes me App if the parked vehicle detects a forceful impact. The notification includes information detected about the intensity, the affected area, and the time of the incident. In addition, for newer vehicle models (see Overview of Services) the Customer is informed of the detected impact on the infotainment system when the vehicle is started.
The Service also sends a message via the Mercedes me App if the anti-theft alarm system is activated, including the source of the alarm activation. The Customer has the option of temporarily switching off the alarm, the tow-away protection and the interior protection in his vehicle via the App.
35. **Music Streaming TIDAL**
With this Service the Customer is able to access his User Account at the Third-Party Provider Tidal via the infotainment system in the vehicle and to control the media playback.
36. **In-Car Office**
This Service allows the Customer to have data for certain functions, described in greater detail below, from the Customer's own "Collaboration Account" (e.g. calendar entries, tasks) held at a compatible third-party provider, e.g. Microsoft Office 365 ("Third-Party Provider") queried by the Daimler In-Car Office Backend ("Daimler Office Backend") and to present the data in processed form inside the vehicle. To the extent a function provides for it, the Customer can also modify data in the Collaboration Account at the Third-Party Provider.
- 36.1 **Navigation to Appointment:**
This function allows the Customer to display calendar entries, which are queried from the Collaboration Account at the Third-Party Provider, inside the vehicle. The location referenced in the calendar entry can be automatically recognised as a navigation target. When a calendar entry is selected, the location is sent to the infotainment system and taken over as a target address there.
- 36.2 **Telephone Call**
With this function the Customer can make telephone calls in his vehicle, which he has set up as tasks in the task list of the Collaboration Account at the Third-Party Provider, thereby completing the tasks. For this, the infotainment system of the vehicle displays all tasks containing a telephone number for the Customer. If the Customer selects the tasks, a telephone connection with the end-device connected to the vehicle is established.
- 36.3 **Telephone Conferences**
This function allows the Customer to display telephone conferences in the vehicle, based on calendar entries in the Collaboration Account at the Third-Party Provider. When selecting an entry, the information referenced in the calendar entry enables recognising the dial-up data and dialling into the telephone conference.
Dialling into the telephone conference as a comfort dial ("Comfort Dial") can take place at a later time. The Customer will be called up by Daimler at the telephone number entered in the Customer Portal and - provided that the Customer accepts the call - a connection to the telephone conference will be set up on the basis of the recognised dial-up data.
In all other cases or - if any errors should occur during the comfort dial - the dial-up to the telephone conference takes place by the end-device connected to the vehicle via Bluetooth.
37. **Interface to Third-Party Providers**
This Service enables the Customer to share data with third-party providers selected by the Customer through Daimler, if Daimler provides this in the individual case.
If so provided by Daimler in individual cases, the Customer can allow the Third-Party Provider to amend data held by Daimler or send commands to Daimler which are transmitted to the vehicle.

38. Smart Home

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

39. Connection to Content Providers

This Service Daimler enables the Customer to retrieve information from the vehicle via an interface to Third Content Providers ("Content Providers") (e.g. currently Yelp and TripAdvisor). The information retrieved in this manner comes exclusively from the Content Providers.

40. LINGUATRONIC Voice Control System

This Service enables the Customer to operate various functions in the vehicle and to query information from Daimler or Third Content Providers by means of voice input. Any voice control system that may be available in the vehicle is supplemented by voice recognition outside the vehicle in the Daimler Vehicle Backend.

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

41. Global Search

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

42. Car Sharing

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

43. ECO Display

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

44. Park Service Tracking

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

The data services for certain services and functions in these Terms of Use are based on a technical application of a Third-Party Provider. You can find the conditions for this under: <https://legal.here.com/terms/serviceterms/>

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

Annex 1 – Terms and Conditions of the Third-Party Provider

Privacy Statement for the Mercedes me connect and smart control Services

Daimler AG, Mercedesstraße 137, D-70327 Stuttgart, Germany ("Daimler") is happy about your interest in our company and our products and services. The protection of your private data is important to us and we want you to feel at ease when using our products and services. The protection of your privacy when processing your personal data is an important concern to which we pay special attention in our business processes. We process personal data in accordance with the data protection regulations of the country in which the instance responsible for the data processing is domiciled.

These data protection notices inform you about the ways in which we will process your data if you use our Mercedes me connect and smart control information and telematics services ("Services"). Our data protection policy is also based on the data protection guidelines applicable to Daimler. You can access the valid Data Protection Policy for Daimler on the website <https://www.daimler.com/datenschutz/>.

1. When do these data protection notices apply?

- 1.1 These data protection notices apply for the provision of the Mercedes me connect and smart control Services by Daimler and for their use by the Customer and other vehicle users, who are provided with the vehicle or individual functions for their use by the Customer.
- 1.2 "Customer" is the vehicle user within the meaning of Clause 2.1 of the Terms of Use, who is registered at Daimler and has accepted the Terms of Use. "Co-Users" are any other vehicle users who have been registered as co-users by the Customer within the meaning of Clause 9.1 of the Terms of Use.
- 1.3 If the Customer allows another driver to use the vehicle, according to No. 7.11, the Customer is responsible for informing the other driver about the Services and the associated data collection, processing and transmission prior to departure, to obtain the other driver's consent thereto and advise them of the option to deactivate the Services.
- 1.4 Daimler reserves the right to change these data protection notices.

2. What are personal data?

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

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

- 3.1 The Services are an offer of Daimler AG, which will process your data as a responsible party.
- 3.2 You can contact us at any time using the contact details listed at the end of this data protection notice. There you will also find the details of our Chief Officer for Corporate Data Protection.

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

- 4.1 Daimler processes the personal data of the Customer and any Co-User, including the driving-related usage and vehicle data, to the extent required for the contractual performance and the provision of the Services, unless the Customer or Co-User has consented to a more extensive processing of their data or otherwise specified in these data protection notices.
- 4.2 As a general rule, Daimler collects and processes only vehicle-related data and no information that could provide any indications of other vehicle users who are not simultaneously also a Customer or Co-User of the Services. To the extent Daimler processes any personal data of these persons, unless otherwise specified in these data protection notices, this takes place to the extent required for the protection of Daimler's justified interest in the appropriate contractual performance of the obligations to the Customer and the effective provision of the Services (also to other vehicle users), or to the extent the affected persons have consented to the processing of their data.
- 4.3 Processing of technical data on the vehicle condition aimed at the optimisation of vehicle functions pursuant to Clause 4.8.3, Clause 4.9.8, and Clause 4.17.11. is based on the requirement for the protection of Daimler's justified interests for all vehicle users. The justified interest of Daimler arises from the circumstance that Daimler has an obligation to monitor the products and the data support Daimler in the process of error detection and quality improvement.
- 4.4 Furthermore, Daimler may process personal data of the vehicle users, which it receives in connection with the provision of the Services for the protection of Daimler's justified interests (assertion, exercise or defence of legal claims), for the protection of the data, the vehicles, the Daimler Vehicle Backend and/or

other information processing systems required for the provision of Services or for the fulfilment of the legal obligations, and may provide such data to third parties (in particular government authorities) to the extent required for investigating any violations against the Terms of Use, misuse of Services or attempts to gain unauthorised access to data of other customers and/or vehicle users.

- 4.5 Daimler may furthermore store and use the data and user behaviour of the vehicle users in pseudonymised form for purposes of the requirements-conformant design and quality improvement of the Services as well as for product development (optimisation and further development of vehicle functions), for scientific purposes as well as for the provision of public information about the Services, to the extent required for the protection of these justified interests of Daimler.
- 4.6 Unless otherwise specified in these data protection notices, the processing of the data by Daimler is a required prerequisite for the provision of the respectively specified Services and functionalities. Given the corresponding technical possibilities, in connection with the description of the respective Services, you will be informed how you can prevent the processing of your data (e.g. by deactivating certain functions). In such a case, however, it is possible that you will not be able to use the Services either in full or in part.
- 4.7 For the provision of the Services, in particular for technical processes such as the transmission of service-related information, activation or deactivation of Services or determination of the connection status, depending on the vehicle equipment, the vehicle will connect itself to the Daimler Vehicle Backend on a regular basis, or permanently based on the vehicle identification number (VIN). Daimler will process the information transmitted for this purpose (e.g. the connection status of the vehicle).
- 4.8 **Services Maintenance Management; Telediagnosics; Accident Recovery and Breakdown Management; Accident Recovery Management; Breakdown Management;; Telediagnosics; Vehicle Exposé**
 - 4.8.1 For the provision of the above Services, Daimler collects, processes, and uses the Customer's contact data, vehicle location data and technical data to determine the vehicle's condition (e.g., the vehicle identification number, auto repair shop code/service code, information on wear and tear (if diagnostics available), and mileage). The current vehicle position is used only for the Services "Accident Recovery or Breakdown Management" and - if also booked - the "Concierge Service" (for vehicles with Modus 2), or "Accident Recovery Management" and "Breakdown Management" (for vehicles with Modus 1). To the extent required for the service performance, the data will be passed on to third parties, for example to the Mercedes-Benz or smart Partner, named by the Customer who is entrusted with the performance of the repair and maintenance services for vehicles of the Mercedes-Benz or smart brand of Daimler ("Service Partners"), the nearest service partner for breakdown assistance or any other road assistance companies.

When using the "Remote Vehicle Diagnostics" Standard Service, diagnostic data (short diagnostics test and technical data in order to determine the vehicle's condition) are collected, processed and used for the purpose of providing the Service by Daimler, the CAC and the Service Partner selected by the Customer to the extent necessary for the performance of this Service. The short diagnostics test includes a review of the technical status and any defects of the vehicle.
 - 4.8.2 In order to provide the best possible service, upon activation of the "Accident Recovery or Breakdown Management" Service after a call has been triggered by the vehicle, the vehicle data required for the provision of all call services activated by the Customer (e.g. technical data in order to determine the vehicle's condition, whether the call was triggered manually/automatically, the time of the last eCall, information on any force detected by the parked vehicle) will be transmitted to the Daimler Vehicle Backend. In order to find the location of the accident or breakdown, or to be able to provide the Customer with location-specific information (e.g. answer questions about the nearest Mercedes-Benz service center) during an information call or, if applicable, Concierge Service call, the current vehicle position will be transmitted if necessary.

At the start of each call, the Customer must select the relevant Customer matter over the phone. Depending on the Customer's matter, the vehicle data required for the service is then made accessible to the Call Agent in the CAC. The Customer has the option of deleting the vehicle data transmitted to the Daimler Vehicle Backend by briefly deactivating and reactivating all previously activated call services (Concierge Service and possibly Accident Recovery and Breakdown Management), to the extent such vehicle data are stored only for call services.
 - 4.8.3 This technical data on the vehicle's condition transmitted to Daimler as part of these Services is also processed and used by Daimler for optimisation of vehicle functions. This data are purely of technical nature and relates only to the vehicle and vehicle condition and is not suitable for the creation of track movements based on routes travelled.

- 4.9 Services Remote Retrieval Vehicle Status/Remote Status; Programming Auxiliary Heating; Programming Charging Settings, Pre-Entry Climate Control; Remote Door Locking and Unlocking; ECO Display; Personalisation; Plug & Charge; Parking Damage Detection and Theft Notification**
- 4.9.1 To the extent required for the provision of the above Services, Daimler will process the available status information (e.g. tank level, odometer reading, average consumption, ECO score, tyre pressure, service maintenance interval, programming information of the auxiliary heating, opening status of the vehicle doors, trunk, sliding roof, status of the rain sensor). In addition, Daimler collects and processes other personal data within the scope described below for the individual Services.
- 4.9.2 As a rule, data are captured and stored automatically at regular intervals if the event of changes in the current status. For status information, up to three events are stored and displayed. New status information replaces older status information. Data on use of the Service "Doors Locking and Unlocking" is stored for six months in order to ensure verification of the orders executed in the vehicle for the contractual performance and as evidence of the protection of Daimler's justified interests (assertion, exercise and defence of legal claims).
- 4.9.3 For the Service "Remote Status", in order to obtain an overview of the battery charging process in vehicles powered by electric batteries, Daimler processes data relating to the charge level, charging process and charging forecast for the battery, as well as, if applicable, the location of the charging station. Necessary vehicle data (for example, the preset time of next use) is processed to facilitate the remote control functions.
- 4.9.4 For the "ECO Display" Service available status information (e.g. ECO score) of the "Remote Retrieval Vehicle Status/Remote Status" Service and aggregated data on the driving style (e.g. distribution and average values of speed, acceleration, delays, switching speeds, classification of delay stretch, duration of trip and use of the ECO Start-Stop function) is collected and processed at the end of the trip.
- 4.9.5 The profiles set up with the "Personalisation Service" can be retrieved in the vehicle by the respective driver of the vehicle as well as by the Customer and all co-users via certain other Use Gateways. Profiles which are set up or changed in the User Account in the Daimler Vehicle Backend that have previously not been transmitted to the vehicle will remain saved in the User Account. The profiles saved in the User Account can be deleted by the Customer and Co-Users via the Customer Portal. If a User Account saved in the profile is deleted, the Service is deactivated or the User Account is deleted in the Customer Portal, the relevant profile data in the vehicle is automatically deleted for certain models. If necessary, the Customer must also initiate deletion of the profiles in the vehicle themselves.
- 4.9.6 For the "Plug & Charge" Service, Daimler processes vehicle data and the contract data most recently updated at a charging station (e.g. contract number, validity of the contract certificate, time stamp of the last update, charging station).
- 4.9.7 For the "Theft Notification and Park Damage Notification" Service, Daimler collects, processes and uses the information reported by the vehicle about the time and source of the alarm activation and/or about the time, strength and direction of the forceful impact. The last impact is stored and displayed. A new impact replaces the previous one.
- 4.9.8 The technical data on the vehicle's condition transmitted to Daimler as part of these Services is also processed and used by Daimler for optimisation of vehicle functions. This data are purely of technical nature and relates only to the vehicle and vehicle condition and is not suitable for the creation of track movements based on routes travelled.
- 4.10 Services Parked Vehicle Locator; Vehicle Tracker; Route Planning; Geofencing; Function "Last Mile Navigation"; Function "Trip Statistics"; Function "Travel Time Forecast"; Park Service Tracking**
- 4.10.1 To the extent required for the provision of the above Services, Daimler processes personal data, in particular the GPS location of the vehicle. For these purposes, the location data for the vehicle may be transferred to and stored by Daimler so that the information can be displayed via certain Use Gateways of the Customer and the Co-Users authorised by the Customer.
- 4.10.2 For these Services, the respectively last position will be stored and displayed. Previous vehicle location data will be overwritten by the respectively updated vehicle location data. With the deactivation of the above Services by the Customer or Daimler, all the stored location data will be deleted. Daimler will neither generate nor store any more extensive trip profiles.
- 4.10.3 To ensure transparency for the vehicle user, Daimler has included a tracking symbol as part of the infotainment system in the vehicle. This symbol appears as soon as the Service "Vehicle Tracker" and/or the Service "Geofencing" is activated and - dependent on the vehicle equipment - the setting "Transmit vehicle position" is activated in order to indicate that GPS data are being collected during the trip.
- 4.10.4 The Customer is hereby instructed that, as a result of the use of the Tracking Services/Vehicle-Monitoring and in particular if Co-Users are authorised, it is possible for all authorised users to obtain information about the use of the vehicle by the Customer or by persons who drive or have driven the respective vehicle.
- 4.10.5 In the "Parked Vehicle Locator" Service, for data protection reasons, the Customer is only able to call up the location of the vehicle if the vehicle is within a distance of approximately 1.5 km or 1 mile. When an

inquiry is made, the location of the compatible end-device being used is also tracked in order to calculate the distance between the vehicle and the Customer. The compatible end-device must allow tracking of its location for this purpose.

- 4.10.6 For the Service "Vehicle Tracker" and the Service "Geofencing", Daimler will collect and store the location data for the vehicle at regular intervals during the trip. For the Services "Parked Vehicle Locator" and "Route Planning", the location data for the vehicle will be collected and stored at the end of the trip.
- 4.10.7 For the Service "Park Service Tracking" the GPS position and ignition status at the start and end of the respective trip are collected and stored.
- 4.10.8 When using the "Last Mile Navigation" function, the vehicle's GPS position recorded by Daimler and the destination address selected by the Customer will be transmitted to the Customer's compatible end-device at the end of the trip to enable the Customer to continue navigating to their destination address using the navigation function of their compatible end-device. In connection with this function, Daimler will not permanently store the information collected for the aforementioned purpose.
- 4.10.9 When using the "Journey Time Forecast" function, the necessary data (e.g. the locations selected by the Customer and related traffic information, such as journey routes, arrival times, trip duration and traffic situation) will be collected, processed and used by Daimler, to the extent that this is necessary to provide this function, in particular to display the desired information on the Customer's compatible end-device. Information, which is requested by the Customer, will be delivered by a Third Content Provider. The Third Content Provider will be provided with merely anonymous data for purposes of retrieving the relevant information so that the Third Content Provider will not gain access to any form of the Customer's personal data.
- 4.10.10 When using the "Vehicle Statistics" function, for purposes of generating and displaying the trip statistics, Daimler collects, processes and uses the status information which is retrievable from the vehicle (e.g., average speed, distance and vehicle occupancy time). The data are automatically collected and updated on a regular basis (where the relevant status changes). Daimler will store the data in aggregated form for a period of no more than one year in each case. The Customer will have the opportunity to delete the stored trip statistics at any time through his User Account. In addition, the recording of data for creation of trip statistics can be prevented at any time if the driver deactivates the "Parked Vehicle Locator" tracking service in accordance with Clause 4.10.11.

If the Customer makes the vehicle available for the use of another driver, according to clause 7.11 of the Terms of Use for the Mercedes me connect and smart control Services, the driver is obligated to inform the other driver prior to the commencement of the trip about the generation of trip statistics and the related data collection and processing, as well as about the possibility of deactivation pursuant to Clause 4.10.11

- 4.10.11 The above Services can be activated or deactivated by the Customer at any time via his User Account or with assistance from a Participating Partner. The tracking function for the "Parked Vehicle Locator" Service and the "Geofencing" Service can also be disabled at any time from the vehicle if the driver establishes a telephone connection with the CAC by pressing the "i" button or the Me button in the overhead control panel or dialling the "MB Contact" or "Mercedes me connect" or "Mercedes connect me" phone book entry, depending on the vehicle model series, and anonymously requests the deactivation of the Service. It is not possible to use this method to activate the Service. Even drivers who are neither the Customer nor co-users can have this Service deactivated. While the tracking function for the "Parked Vehicle Locator" Service is disabled, no data will be processed to record and update trip statistics. The Services "Parked Vehicle Locator" and "Route Planning", together with the associated tracking function, cannot be activated or deactivated by contacting the CAC from the vehicle itself. This is done in order to prevent locating the vehicle through deactivation of the Services.

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

4.11 Concierge Service

- 4.11.1 For the provision of the "Concierge Service" Daimler collects and processes the vehicle identification number (VIN), the current vehicle position (for location-based information) as well as other data required for the processing the matter of the vehicle user.
- 4.11.2 In addition, a history of the Customer's information requests is stored (subject matter of the information request, recommendation by the concierge, date and time of the information request) ("Inquiry History"). The Customer can query the Inquiry History, for example, in order to get another recommendation from the Concierge. The Inquiry History will be saved for twelve months and will be used only to the extent necessary to provide the Service Daimler will not engage in any analysis of the Inquiry History. The Inquiry History can only be queried with the security question and answer.
- 4.11.3 Because information requests take place remotely and the vehicle identification number (VIN) of the Customer's vehicle is processed when a call via the SIM card installed in the vehicle is made, it is possible

that conclusions about the Customer or the respective user could be drawn. However, such data will be used only insofar as necessary for the provision of the Concierge Service (e.g., for sending route information to the infotainment system of the Customer's vehicle).

- 4.11.4 For vehicles with transmission mode 1 (see Overview of Services), the current vehicle position is used only to the extent necessary for the provision of the "Concierge Service" (e.g., for location-related information requests by the Customer).
- 4.11.5 For vehicles with transmission mode 2 (see Overview of Services), in order to enable providing the best possible Service, when a call is activated from the vehicle, all vehicle data required for the performance of all call services activated by the Customer are transmitted to the Daimler Vehicle Backend. The current vehicle position is transmitted for the purpose of locating the accident or breakdown site or to provide the Customer with location-related answers (e.g. to questions concerning the closest Mercedes-Benz Service station).
- 4.11.6 At the start of each call, the Customer must select the relevant Customer matter over the phone. Depending on the Customer's matter, the vehicle data required for the Service is then made accessible to the Call Agent in the CAC. The Customer has the option of deleting the vehicle data transmitted to the Daimler Vehicle Backend by briefly deactivating and reactivating all previously activated call services ("Concierge Service" and possibly "Accident Recovery and Breakdown Management"), to the extent such vehicle data are stored only for call services.
- 4.11.7 For the service performance, the language set in the user account for the Concierge Service will be processed.
- 4.11.8 To improve the service quality, service and quality-related data will also be stored during the "Concierge Service". Daimler will analyse the service and quality-related data on an anonymous basis for purposes of improving the Concierge Service.

4.12 Digital Vehicle Key Service

- 4.12.1 For the provision of this Service, Daimler stores the mobile number of the Customer and transmits it to a Third-Party Provider, which processes the mobile number in order to transmit a virtual key to the compatible end device.
- 4.12.2 Daimler saves the Secure Element Identification Number of the compatible end-device for security purposes and transmits it to a Third-Party Service Provider in order to ensure that misuse of the "Digital Vehicle Key" Service can be prevented.
- 4.12.3 In addition, the opening procedures in the Customer's vehicle are saved for the processing of customer complaints and the function analysis.
- 4.12.4 In the case of an order of the "Virtual key on a digital vehicle key sticker" in the Customer Portal, Daimler will pass on the contact details of the Customer to the Service Partner designated by the Customer for the provision of the Service.

4.13 Live Traffic Information and Car-to-X Communication Services

- 4.13.1 In order to use the Service "Live Traffic Information", vehicle locations are regularly transmitted from the Customer's vehicle to the Daimler Vehicle Backend. The data are anonymised there and then transmitted in anonymised form to a Third Content Provider. These anonymised data are used to transmit to the vehicle the traffic information which is relevant for the current position of the vehicle. On the other hand, the vehicle itself contributes to improving the quality of the traffic information, serving as a sensor for the traffic flow, using the anonymised data. The anonymised data are not stored permanently.
- 4.13.2 In order to use of the 'Car-to-X Communication' Service, the vehicle's location and, as necessary, any traffic information about hazard situations automatically recorded by the vehicle and any reports on hazard situations manually issued by the driver, including the vehicle's location at the time, are regularly transmitted from the Customer's vehicle to the Daimler Vehicle Backend. The data are anonymised there and then transmitted in anonymised form to a Third Content Provider. The anonymised data are also transmitted to other vehicles which have activated the Service. Similarly, anonymised traffic information and reports on hazard situations which are of relevance to the vehicle's current location are transmitted to the Customer's vehicle. The anonymised data are not stored permanently.
- 4.13.3 When transmitting the anonymised vehicle position data, traffic information about dangerous situations and reports about dangerous situations manually issued by the driver, that are connected with Live Traffic Information and Car-to-X Communication, to the Third Content Provider or to other vehicles for which the Service is activated, it is not possible to draw inferences relating to the vehicle or to the Customer or driver.
- 4.13.4 Live Traffic Information and Car-to-X Communication can be de-activated via the User Account or at a Service Partner workshop.

4.14 **Services (Mercedes-Benz Apps):**

Internet Radio and Personalised Radio; Local Search, Function "Send2Car"; Weather; e-Navigator; Dictation Function; Music Streaming TIDAL; Other Mercedes-Benz Apps

- 4.14.1 When using the Service "Internet Radio and Personalised Radio", the current vehicle location and, if applicable, the entered destination address are transmitted in anonymised form to a Third Content Provider for the purpose of enabling an Internet radio station search in the vicinity of the vehicle's location and its destination. In addition, the most recent 10 radio stations are stored by Daimler in the Daimler Vehicle Backend. Furthermore, Daimler transmits the Customer login, if available, to the respective Content Provider. To the extent that the Customer or a Co-User has stored an access password for a particular Multimedia Service, access is also available to all other users in the vehicle. The access password itself is not, however, visible to the other users.
- 4.14.2 For the "Local Search" Service the current vehicle position and possibly the entered target address will be collected by Daimler and transmitted in anonymised form to a Third Content Provider, which will use them for the provision of the information. The last 10 search terms and the favourites selected by the Customer are stored by Daimler in the Daimler Vehicle Backend.
- 4.14.3 For the "Send2Car" function, addresses and points of interest (e.g. restaurants, hotels, shopping possibilities) are processed by Daimler and sent to the infotainment system of the vehicle.
- 4.14.4 This "Weather" Service collects and anonymously transmits the current vehicle position and the selected map section to a Third Content Provider, which uses these data to provide the information. The favourites selected by the Customer are stored by Daimler in the Daimler Vehicle Backend.
- 4.14.5 In the "e-Navigator" Service, the current location of the vehicle, the map section selected, the route selected, and the charging plug type for the battery-powered vehicle pre-set by the Customer will be transmitted in anonymised form to a Third Content Provider, who will use these data in order to provide the information.
- 4.14.6 For the "Music Streaming TIDAL" Service, after the initial set-up, Daimler stores the access data derived by the Customer and transmits them to the Third-Party Provider Tidal. Access is provided to all other users. To accelerate access, Daimler stores and uses the Customer's favourites and the songs, which were last played in the vehicle. For the control and playback of the media content, Daimler transmits in processed form the control information to the Third-Party Provider.
- Daimler uses a Microsoft Azure Cloud environment ("Daimler Cloud Backend") for the provision of the "Music Streaming TIDAL" Service. The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to Daimler every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, Daimler determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.
- If the Customer makes the vehicle available to another driver for use, according to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect and smart control Services, the Customer is obliged to inform the other driver prior to the commencement of the trip about the Services and the data collection and related data processing as well as about the possibility of deactivation of the Tidal Music Service.
- 4.14.7 The transmission of the current location of the vehicle, the map section selected, the destination address input, as well as, depending on the circumstances given, the route selected, the pre-set charging plug type for battery-powered vehicles and the battery charging status in anonymised form to a Third Content Provider will not allow for any inferences regarding the vehicle or the Customer, respectively the driver.
- 4.14.8 If the voice control functionality is used within the scope of the above the transmission of the audio data files of the spoken search term to the Third-Party Service Provider for purposes of voice recognition may potentially allow for inferences regarding the Customer and/or the respective user and the Customer's vehicle. The audio data, however, are used only as far as necessary to provide the voice command function.
- 4.14.9 To the extent the Customer has acquired data volumes from a mobile communications provider via the Customer Portal, and the mobile communications provider should inform Daimler in the process, this information will be displayed for the Customer in the Customer Portal.

4.15 **Services Available Parking Spaces; Petrol Station Prices; Online Map Update; e-Navigator/Charging Stations; Local Search; Weather; Predictive Navigation**

- 4.15.1 In the "Available Parking Spaces" Service, independently of the selected Use Gateway of the Customer, data on the queried position ("Data") (e.g. the current vehicle position, the current position of the mobile end-device, the midpoint between the current vehicle position and the position of the mobile end-device, the selected map section and/or selected route) are transmitted to the Daimler Vehicle Backend, where they are anonymised and further transmitted in anonymised form to a Third Content Provider which uses the data for the provision of information.

For the use of the Service, while entering and exiting a parking space the position of the vehicle is transmitted to the Daimler Vehicle Backend, where it is anonymised and further transmitted in anonymised form to a Third Content Provider. In addition, when driving at up to 55 km/h the vehicle will record available parking spaces and transmit the vehicle position, the measuring accuracy and the size of the parking space identified to the Daimler Vehicle Backend, where they are anonymised and further transmitted in anonymised form to a Third Content Provider.

These data are also used to transmit to the vehicle information about the parking space situation which is relevant for the current position of the vehicle. On the other hand, with the anonymised data, the vehicle itself contributes to improving the quality of parking information as a sensor for the parking place situation. The anonymised data are stored by Daimler in aggregated form and used for optimisation of the Services.

- 4.15.2 If the Customer uses the possibility of renting and paying for parking spaces in a parking garage, Daimler processes the contact data of the Customer for the processing of the order for the RFID card. The number of the RFID card and - subsequently - also the licence plate of the vehicle are transmitted for the provision of the Service by Daimler to the Third Content Provider Parkopedia Ltd., United Kingdom ("Parkopedia"), which then forwards it to third parking space providers (e.g. parking garage operators or public and private parking space operators) ("Third Parking Space Providers") for the service provision, in particular for the drive-in and exit and the relating invoicing.

The collection and storage of payment data in the Customer Portal takes place directly at the Third-Party Payment Provider. Daimler processes data about drive-ins and exits received from Parkopedia or Third Parking Space Providers and the RFID Card (for parking garage providers) in order to match the Customer to the Third-Party Parking Space Provider and to enable the respective invoicing. For this Daimler transmits the invoiced amount and payment data relevant for the billing to the Third Party Payment Provider. Invoices and information received from Parkopedia or Third Party Parking Space Providers concerning past bookings are processed by Daimler for display purposes via certain Use Gateways of the Customer.

- 4.15.3 This "Petrol Station Prices" Service collects and anonymously transmits the current vehicle position and the selected map section to a Third Content Provider, which uses these data to provide the information.

- 4.15.4 For the Service "e-Navigator/Charging Stations", Mercedes-Benz vehicles anonymously transmit the current vehicle position, the selected map section and the selected route to a Third Content Provider, which uses these data to provide the information.

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

For smart vehicles with battery electric drive the data required for this Service, e.g. the current vehicle position and the charger plug type pre-configured by the Customer, are transmitted to the Daimler Vehicle Backend. The vehicle position and the charger plug type pre-configured by the Customer are sent in anonymised form to a Third Content Provider that uses these data to provide the information.

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

For Vehicle Types 1 the last 10 search terms and the favourites selected by the Customer are stored by Daimler in the Daimler Vehicle Backend. Furthermore, for voice searches the audio data for the spoken search terms are transmitted to a Third-Party Service Provider for the purposes of speech recognition.

- 4.15.6 The "Weather" Service anonymously transmits the current vehicle position and the selected map section to a Third Content Provider, which uses these data to provide the information. The favourites selected by the Customer are stored by Daimler in the Daimler Vehicle Backend.

For Vehicle Types 1, during the voice search the audio data for the spoken search terms are transmitted to a Third-Party Service Provider for the purposes of speech recognition.

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

- 4.15.8 For Vehicle Types 1 (see Overview of Services) the following number applies: If the voice search functionality is used, audio data of the spoken search term, which may provide indications of the Customer's identity or the identity of the respective user and of the Customer's vehicle, will be transmitted to a Third-Party Provider for purposes of the voice recognition. The audio data are used, however, only as far as necessary to provide the voice command function.

- 4.15.9 In the Service "Predictive Navigation", the geo-position of the starting location and destination, the weekday and the times of previous trips during which the Service was active, are included in the probability model. This Service involves a learning algorithm that produces suggestions for destination addresses after a certain time interval. The Customer can activate and deactivate the Service at any time in the Mercedes

me App. The data processing for the probability model in the Service “Predictive Navigation” is launched by activating the Service in the Mercedes me App. If the Service is active and there is a Bluetooth connection between the Customer's vehicle and the Customer's compatible end-device, the geo-positions of the starting location and the destination, the weekday and the time of previous trips by the Customer are recorded. At the end of the trip, a probability model is calculated in the Mercedes me App on the basis of these data in order to predict future destinations, and the probability model is stored in the Customer's compatible end-device using the Mercedes me App. Subsequently, individual trips can no longer be identified using the probability model. If the Customer deactivates the Service in the Mercedes me App, no other trips are recorded. By executing the function “Delete data” in the Mercedes me App or by deleting the Mercedes me App from the Customer's compatible end-device, all data under the probability model are deleted.

4.16 **Remote Park Assist Service**

- 4.16.1 The Remote Parking Assist records the reasons for the ten most recent parking, exit or manoeuvre operations that were aborted by the Remote Parking Assist, as well as the version of the Remote Parking App that was used in these operations. These data will be evaluated, as necessary, at the auto repair shop of Service Partners or Participating Partners for purposes of failure analysis.
- 4.16.2 In order to display an image of the Customer's vehicle for the Customer in the Remote Parking App, the Remote Parking App calls up a one-time image of the vehicle on the basis of the vehicle identification number (VIN) from the Daimler Vehicle Backend. The vehicle image is saved locally on the Customer's compatible device.

4.17 **Services for Mercedes me Adapter:**

My Vehicle; Maintenance Management; My Trips; Park & Find; Refuelling; Dealer Search; My Dealer; Accident Recovery & Breakdown; Reminder; Service Appointment Query

- 4.17.1 In order to provide the above Services, Daimler will collect and save the MAC address of the Customer's compatible end device in order to facilitate a simplified connection to establish the Bluetooth link between the Adapter and the Customer's compatible end device in the vehicle.
- 4.17.2 In the context of the Service “My Vehicle”, Daimler collects, processes and uses vehicle operational data (e.g., fuel level, total mileage, battery voltage) with the relevant reference time (date and time) and additional information (e.g., registered Service Partner), to allow the Customer to retrieve information about the current status of his entered vehicle using his compatible end device.
- 4.17.3 In order to provide the Services “My Vehicle” and “Maintenance Management”, at the end of the trip, the data required for the respective Services will be automatically transmitted via the mobile data connection from the vehicle to the Customer's compatible end device and saved there. The Customer may access only the last available data including the respective reference time (date and time) via the Adapter App using the Service “My Vehicle”.
- 4.17.4 For the purposes of providing the Services “Maintenance Management” and “Breakdown & Accident”, Daimler collects, processes, and uses Customer contact data and location data of the compatible end device in order to establish the location of the accident or breakdown and technical data to determine the condition of the vehicle (e.g., vehicle identification number (VIN), mileage, maintenance information, fuel gage level, ignition status and, with some models, information regarding the control unit version). To the extent necessary for the performance of the Services, Daimler will transfer personal data to third parties, e.g., to the Service Partner selected by the Customer, to the nearest Service Partner for breakdown assistance, or to roadside assistance organisations.
- 4.17.5 For the Service "My Trips" the date, hour (start, end, duration), odometer reading (start, end, distance travelled) and location (after converting the GPS coordinates into an address) of the respective trip are stored on the compatible end device of the Customer. This Service records the trips automatically if the Adapter and the Adapter App are linked. In the process, the Customer can specify in the settings of the Adapter App how the GPS coordinates are to be logged (no GPS recording, recording only of the start and end of the respective journey, cyclical logging for exact recording of the journey). Individual trips may be deleted again at a later time. If the Customer has activated the function, a Driver Score will be recorded for the respective trip on the basis of aggregated speed values and will be processed on the compatible end device of the Customer.
- 4.17.6 To facilitate the Customer's use of the Service “Park and Find” in order to save and indicate the location of his parked vehicle on his compatible end device, the Customer's location will be recorded at the end of the trip on his compatible end device and saved in an address format in the Adapter App. The Customer can always access only the last location of the vehicle as recorded by his compatible end device. The Customer can specify at any time in the settings of the Adapter App whether or not he wishes to allow the location to be recorded for this function. Irrespective thereof, the Adapter App will always record the parking time. The Customer also has the option to add additional information (photo and commentary about the location). For the function "Find Parking Space" the current position of the mobile end device or a location selected

- by the Customer will be transmitted to the Daimler Backend, anonymised and sent in an anonymised form to a Third Content Provider, which in turn uses it for the information provision.
- 4.17.7 To facilitate the Customer in keeping a fuel log, the Service "Refueling" automatically records the Customer's refueling processes and saves this data along with additional information (e.g., the date, time, location (determined using location-positioning data of the Customer's compatible end device), mileage and refueling volume) on the Customer's compatible end device. The Customer may at any time activate and deactivate the recording of his GPS coordinates in the settings of the Adapter App. The Customer also has the option to add additional information (manual refueling processes, notes). For the Service "Find Petrol Station", the current location of the mobile device and the chosen map extract will be transmitted in anonymised form to a Third Content Provider, which will use this data in order to provide the parking information.
- 4.17.8 If the Customer uses the proximity search when using the Service "Dealer Search", the location data will be recorded by the compatible end device via the Adapter App and transferred to Daimler. The GPS location is processed by Daimler only in order to enable displaying the Service Partners in the selected vicinity to the Customer.
- 4.17.9 If the Customer makes the manual call to CAC for the Service "Breakdown & Accident Recovery", the relevant data (vehicle identification number/VIN, GPS coordinates, odometer reading, service maintenance information, fuel tank level, ignition status and - for some model series - control device version information) is transmitted automatically to the CAC. For the function, "Car Health Monitor" information on warning lights of the control panel is recorded.
- 4.17.10 The Services "My Trips", "Park and Find", "Refueling", "My Dealer" and "Breakdown & Accident" allow the Customer to record and save specific information using the Adapter App (such as notices of claim, list of trips, current location of the vehicle (Vehicle Tracker), parking time, fuel log). Except as otherwise stated in these data protection notices, the processing and storage of this data will take place only locally on the Customer's compatible end device. Daimler has no access to any information saved on the compatible end device. Insofar as the respective Services include the option to export information saved on the compatible end device, this occurs solely at the instigation of the Customer via the communication channel selected by the Customer. Daimler has no influence on the export of the data and no knowledge of the exported information.
- Daimler transmits the location and route from the Adapter App to the map provider in order to enable the conversion of the GPS coordinates to his address and a comparison of the recorded route with map data (insofar as the compatible end device is available).
- 4.17.11 The technical data on the vehicle's condition transmitted during the Mercedes me Adapter Services will be processed and used by Daimler for optimisation of the vehicle functions. This data are purely of technical nature and relates only to the vehicle and vehicle condition and is not suitable for the creation of track movements based on routes travelled.
- 4.18 In-Car Office Service**
- 4.18.1 After the Service is set up by the Customer in the Customer Portal, Daimler stores the access data for the access to the Collaboration Account set up by the Customer with a compatible Third-Party Provider and uses this data for the provision of the Service. The access data will be stored in an encrypted format. Depending on the Third-Party Provider, this takes place in different formats, for example in the form of a key generated from the access data or derived access data.
- 4.18.2 For the function "Navigation to Appointment" the location referenced in the calendar entry will be transmitted to the Third Content Provider for the purpose of improving the determination of the navigation target
- 4.18.3 For the functions "Telephone Call" and "Telephone Conferences" Daimler will process the telephone number entered in the Customer Portal and the dial-up data of the telephone conference for the purpose of the Service performance.
- 4.18.4 The functions of the Service and the entries from the Collaboration Account with the Third-Party Provider displayed in the vehicle, such as calendar entries, tasks in the to-do list and conference calls, are visible to all persons using the vehicle if the Service is not deactivated.
- 4.18.5 The Service can be activated and deactivated by the Customer at any time via different Use Gateways, in particular through the Customer Portal.
- 4.18.6 Daimler uses a Microsoft Azure Cloud environment ("Daimler Cloud Backend") for the provision of the Services. The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to Daimler every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, Daimler determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.

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

4.19 Interface to Third Providers Service

- 4.19.1 In the Customer Portal, the Customer can specify which types of data should be shared with which Third-Party Providers and whether the Third-Party Provider is permitted to transmit data to Daimler ("Data Sharing").
No data are independently collected and stored from the vehicle for this Service. Only data available from other services can be shared, to the extent Daimler provides for this in the individual case and the Customer releases the data. For example, this applies for vehicle status data of the Service "Remote Retrieval Vehicle Status" and for vehicle location data of the "Geofencing" Service.
- 4.19.2 For the communication between Daimler and the Third-Party Provider, within the scope of this Service Daimler processes data for certain Third-Party Providers in a cloud environment, which is operated by a service provider commissioned by Daimler. Depending on the Third-Party Provider, this is a Microsoft Azure Cloud environment, a Google Cloud environment and/or an Amazon Web Services Cloud environment.
- 4.19.3 After the set-up of the Service, the Third-Party Provider selected by the Customer, receives the access data derived for the access to the data stored at Daimler. The derived access data transmitted to the Third-Party Provider provide the Third-Party Provider with a read or write access to the Customer's data, depending on the data released by the Customer.
- 4.19.4 Daimler has no influence on the data processed by the Third-Party Provider, and is not responsible for this under data protection law. It is possible that third-party providers carry out data processing outside of the European Union. As the responsible party, the Third-Party Provider has independent responsibility under data protection law for the data transmitted to it by Daimler at the Customer's request. The third-party provider's terms of use and privacy notice can be accessed on the third-party provider's website. Depending on the third-party provider and the Customer's settings there, it is possible that the third party makes the sent data publicly accessible to third parties on the Internet.
- 4.19.5 Daimler processes personal data, in particular the current vehicle position, the derived access data of the Customer and the data types released by the Customer to the extent required for the provision of the Service "Interface to Third-Party Providers". In particular, Daimler provides the data released according to Clause 4.19.1 to the interface. Since only data that is already available from other activated Services is passed on, the processing of personal data are also oriented to the data protection notices concerning the respective Services. The Customer is instructed that the GPS location of the vehicle will be transmitted to a Third-Party Provider selected by the Customer for the provision of the Service "Interface Third-Party Provider" if the data are released by the Customer. This transmission can be terminated by a corresponding setting in the data sharing, a deactivation of the Service "Interface to Third-Party Providers", or deactivation of the Service "Geographical Vehicle Monitoring".
- 4.19.6 If the Customer makes the vehicle available to another driver for use, pursuant to Section 7.11 of the General Part of the Terms of Use, the Customer shall inform the other driver prior to the commencement of the trip about the Services and the related data processing and data transmission as well as about the possibility to deactivate of the Services. The Customer must inform the other driver that the driver can disable the "Geofencing" Service at any time by establishing a telephone connection with the CAC and by pressing the "i" button or the Me button in the overhead control panel or dialling the "MB Contact", "Mercedes me connect" or "Mercedes connect me" phone book entry, depending on the model of the vehicle, and anonymously requesting deactivation of the Service. It is not possible to use this method to activate the Service. Even drivers who are neither the Customer nor co-users can have this Service deactivated.

4.20 Smart Home Service

- 4.20.1 For the provision of the "Smart Home" Service, Daimler processes personal data, in particular the current vehicle position, as well as the data described below, to the extent required for the provision of this Service. For this the vehicle automatically transmits the current position of the vehicle through a Bluetooth connection to the Mercedes me App. If the Mercedes me App determines that the event defined by the Customer has occurred, and the Customer has confirmed the order in the vehicle, the defined control order is sent to the Third-Party Provider selected by the Customer via the Daimler Backend.
- 4.20.2 When the Third-Party Provider Service is set up by the Customer, Daimler stores the derived access data for the access to the user account at the Third-Party Provider and uses it for the provision of the Service. The derived access data from Third-Party Providers saved in the Daimler Backend are specific to the Mercedes me App and are not available to Co-Users. The Customer has the option to order the deletion of the stored derived access data in the Mercedes me App.

- 4.20.3 Via the access to the Customer's Third-Party Provider, Daimler retrieves certain data (Third-Party Provider user ID, geoposition of the house to be controlled, list of the linked Third-Party Provider devices and their features, command lists, switching routines and lighting set-ups) on behalf of the Customer, to the extent necessary for the provision of the Smart Home Service.
- 4.20.4 Daimler has no influence on the data processed by the Third-Party Provider and it not responsible for this under data protection law. It is possible that third-party providers carry out data processing outside of the European Union. The Third-Party Provider has independent responsibility under data protection law for the data and control commands sent to it by Daimler at the Customer's request. The third-party provider's terms of use and privacy notice can be accessed on the third-party provider's website.
- 4.20.5 The Customer can specify in the Mercedes me App whether the Mercedes me App can establish a connection with the vehicle via Bluetooth and if information on the current vehicle position may be queried for the "Smart Home" Service.

4.21 Connection to Content Providers Service

- 4.21.1 With this Service, the current vehicle position or selected map section, search term, pre-set search radius and the language pre-set in the infotainment system of the Customer's vehicle are transmitted in anonymised form to the respective Third Content Provider, which uses these for the provision of information.
- 4.21.2 In the transmission of the current position of the vehicle and the selected section of map in anonymised form to the Third Content Provider, it is not possible to draw any inferences concerning the vehicle, the Customer or the driver.
- 4.21.3 Daimler uses a Microsoft Azure Cloud environment ("Daimler Cloud Backend") for the provision of the Service "Connection to Content Providers". The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to Daimler every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, Daimler determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.
- 4.21.4 If the Customer makes the vehicle available to another driver for use, pursuant to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect and smart control Services, the Customer shall inform the other driver prior to the commencement of the trip about the Services and the related data processing, as well as about the possibility to deactivate the Service.

4.22 LINGUATRONIC Voice Control System Online Service

- 4.22.1 The voice recognition takes place both inside the vehicle and in the Daimler Vehicle Backend. For this audio data of the voice query is transmitted by the vehicle to the Daimler Vehicle Backend and is processed and used by Daimler for the voice recognition. The voice recognition of the activation words takes place only in the vehicle.
- 4.22.2 Personal data (voice profile, uploaded address books) will be stored by Daimler for a maximum of three months after the last query. The Customer can delete the data stored for the LINGUATRONIC Voice Control System Online Service by briefly deactivating and reactivating the Service.
- 4.22.3 Depending on the topic area, the relevant excerpts of text recognised from the audio data of the voice query ("search text"), together with the additional context (language setting selected in the Customer's vehicle, home country of the vehicle, current vehicle position, input target address, GPS coordinates of the chosen route, geo-positions of the preset address for home/office) will be transmitted in anonymised form to a Third Content Provider, which will use it for the provision of information.
- 4.22.4 For the topic areas "Messaging" and "Dictation" and their function "Improvement of voice recognition through names from address books", the names saved in the address books of the infotainment system of the Customer's vehicle and in the end device connected with the vehicle via Bluetooth are transmitted from the vehicle to the Daimler Vehicle Backend on a regular basis and are processed and used by Daimler for the improvement of the individual voice recognition of the user. The Customer can activate or deactivate the function at any time in the infotainment system of the vehicle via the menu path "Vehicle settings" - "LINGUATRONIC".
- 4.22.5 The LINGUATRONIC Voice Control System Online Service can be activated and deactivated by the Customer at any time via different Use Gateways, in particular the Customer Portal or in the Infotainment system of the vehicle, via the menu path "Vehicle settings" - "LINGUATRONIC".
- 4.22.6 The Customer is notified that processing by third parties shall take place for use of LINGUATRONIC Voice Control System Online for business purposes. The Customer must check if they can process their business communication with the Service LINGUATRONIC Voice Control System Online. This applies in particular for persons who are subject to professional confidentiality requirements.

- 4.22.7 During the provision of the Service, anonymised data for the use of the Services will be forwarded by Daimler to Nuance Communications Ireland Limited, Ireland ("Nuance") for the purpose of improving the voice recognition.
- 4.22.8 Any forwarding of personal data to Nuance for the purpose of improving voice recognition is regulated by the consent declaration "Contribution to Product Improvement". Personal data can only be forwarded with the Customer's consent. The consent is voluntary and can be revoked at any time without affecting the legality of the processing that has already taken place on the basis of the consent prior to the revocation. No personal data for the "Messaging" and "Dictation" subject areas are transmitted to Nuance to improve voice recognition.
- 4.22.9 If the Customer provides the vehicle to another driver for use, pursuant to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect and smart control Services shall instruct the other driver prior to the start of the trip about the "LINGUATRONIC Voice Control System Online" and the related data processing, in particular the function "Improving the voice recognition through names from address books", as well as of the possibility to deactivate the Service (see Clause 4.22.5) and the aforesaid function (see Clause 4.22.4).

4.23 Global Search

- 4.23.1 For this Service the search term and context data (the current vehicle position, the destination address entered and the language set in the infotainment system of the Customer's vehicle) will be transmitted to the Daimler Cloud Backend.
- 4.23.2 Depending on the topic, the search term, together with other context data necessary for carrying out the search (e.g. for location-related requests for information from the Customer), will be transmitted to a Third Content Provider who uses this data to provide the information.
- 4.23.3 To carry out the search query, Daimler processes and uses saved data from other activated Mercedes me connect Services (e.g. calendar entries from the "In-Car Office" Service) for the search query.
- 4.23.4 To speed up similar search queries of the Customer, Daimler stores and processes results of previous search queries for not longer than two hours after a search query.
- 4.23.5 For the "Global Search" Service Daimler uses a Microsoft Azure Cloud environment ("Daimler Cloud Backend") is used. The data processing in the Daimler Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to Daimler every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, Daimler determines the nearest regional Daimler Cloud Backend. The vehicle's location determined for this purpose is deleted immediately afterwards.
- 4.23.6 7.11 If the Customer provides the vehicle to another driver for use, pursuant to Clause 7.11 of the General part of the Terms and Conditions for Mercedes me connect, the Customer is responsible for informing the other driver about the Services and the associated data processing prior to the start of the trip, as well as to advise them of the option to deactivate the Global Search Service.

4.24 Private Car Sharing Service

- 4.24.1 For the provision of the Service, Daimler processes data on the current vehicle positions while the vehicle is being offered by the vehicle car rental and during the vehicle handover and passes it on to the vehicle borrower. To the extent required for the performance of the Service, Daimler collects and processes the current vehicle position and ignition status in order to check if the vehicle is located in the target area at the end of the rental. When using the doors locking and unlocking function, information about the opening status of the doors is collected and processed by Daimler for the provision of the Service. To enable displaying previous bookings via different User Gateways for the Customer, data of past bookings is stored and processed.
- 4.24.2 The processing of personal data of the Customer and Co-User is additionally oriented to the other activated Services and to the Terms of Use of Mercedes me connect.
- 4.25 To the extent other Services of Mercedes me connect are activated, the Customer must observe the instruction obligations pursuant to Clause 7.11 of the General Part of the Terms of Use for the Mercedes me connect and smart control Services, and in particular must notify the other driver of the possibility to deactivate the "Parked Vehicle Locator", "Vehicle Tracker", "and Geofencing" Services.

4.26 Notification Center

- 4.26.1 For Vehicle Types 2 (see Overview of Services) the Customer has the option of receiving notifications in a notification centrer ("Notification Center") in the vehicle's infotainment system from Services that are activated by the Customer and compatible with the Notification Center ("Notification Center Services").
- 4.26.2 To retrieve notifications, the vehicle connects to the Daimler Cloud Backend if so required by the Notification Center Service and the notifications available for the selected profile are sent to the vehicle.

For certain Notification Center Services the vehicle position will be transmitted to the Daimler Cloud Backend for location-related notifications and stored and used there as an approximate location.

- 4.26.3 In order to synchronise the notifications in the Notification Center across all of the Customer's Vehicle Types 2, the use of the Services by the Customer, i.e. whether a notification has been opened or closed in the vehicle, will be transmitted to the Daimler Cloud Backend and stored there. The use of the notifications will be stored for a maximum of one month.
- 4.26.4 Daimler uses a Microsoft Azure Cloud environment ("Daimler Cloud Backend") for the "Notification Center". The data are processed in the central Daimler Cloud Backend in Germany and in a regional Daimler Cloud Backend. The processing in the regional Daimler Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query for and presentation of the data. The vehicle sends its current position to Daimler every two hours in order to determine the nearest regional Daimler Cloud Backend. From this, Daimler determines the nearest regional Daimler Cloud Backend. The vehicle location determined for this purpose is deleted immediately afterwards.
- 4.26.5 If the Customer allows another driver to use the vehicle, according to Clause 7.11 of the General Part of the Terms and Conditions for the Mercedes me connect and smart control Services, the Customer is responsible for informing the other driver about the processing of the vehicle position.

4.27 **Special Equipment Plus**

- 4.27.1 The vehicle regularly connects itself with the Daimler Vehicle Backend with the vehicle identification number (VIN) in order to enable checking whether the respective "Special Equipment Plus" was purchased and transmits the information on the items of Special Equipment Plus which are currently activated in the vehicle.

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

- 5.1 To the extent required for the provision of the respective Services, Daimler will pass on the personal data to the respective national sales company, participating partners (branches and authorised dealers of Daimler which participate in the sale of the Services), service partners, road assistance companies, Third Content Providers, Third-Party Providers selected by the Customer and any service providers commissioned for the performance of individual services (e.g. IT services). Daimler makes sure that the respective recipients of personal data are subject to the same or comparable appropriate obligations under data protection law.
- 5.2 In addition, Daimler may - to the extent required - provide personal data of the vehicle user, which it receives in connection with the Services to third parties (in particular government authorities) for the protection of Daimler's justified interests (assertion, exercise or defence of legal claims) or the fulfilment of a legal obligation in order to investigate violations of the Terms of Use, misuse of Services or attempts to gain unauthorised access to data of other customers and/or other vehicle users.
- 5.3 Otherwise, Daimler will not pass on personal data of the vehicle users related to the use of the Services, unless so required for the fulfilment of a contractual obligation, the vehicle user has consented to the dissemination of his data, or Daimler is obligated to surrender such data due to a mandatory legal regulation, court decision or court order.

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

- 6.1 Within the scope of the contractual performance, some recipients of personal data (e.g. Third Content Providers and service providers commissioned by Daimler for the performance of individual services) may be located in third countries outside the EUR/EMU, whose data protection standards have not been recognised by the EU Commission in an appropriateness resolution ("Third Countries"). For appropriate protection of the data, Daimler has concluded legal agreements with the recipients of such data on the basis of the EU standard contract clauses, which contain appropriate guarantees. For information on the guarantees, please contact Daimler using the contact details listed at the end of this document.
- 6.2 To the extent the data protection notices for individual services contain explicit references to data processing in the "Daimler Cloud Backend", Daimler uses a Microsoft Azure Cloud environment ("Daimler Cloud Backend") for the contractual performance, which is provided by Microsoft by order of Daimler. The processing in the regional Daimler Cloud Backend takes place in the vicinity of the vehicle location, as far as possible, in order to reduce any delays between the query and presentation or reproduction of the data. In addition, a cloud environment is also used for the communication between Daimler and any Third-Party Providers within the scope of the Services "Interface Third-Party Provider" and "Smart Home", for certain Third-Party Providers, whereby the cloud environment is operated by different providers depending on the Third-Party Provider. In this respect, it cannot be ruled out that the respective service providers (Microsoft, Google, Amazon Web Services) will process personal data in third countries outside the EU/EMF. For appropriate data protection, Daimler has concluded legal agreements with the respective service providers on the basis of the EUR standard contract clauses, which contain appropriate guarantees. For information on the guarantees, please contact Daimler using the contact details listed at the end of this document.

- 6.3 Within the scope of the contractual performance, some recipients of personal data (e.g. participating partners, road assistance companies, Third Content Providers, Third-Party Providers specified by the Customer, who receive personal data from Daimler for their contractual performance may be located in third countries outside the EUR/EMU, whose data protection standards have not been recognised by the EU Commission in an appropriateness resolution. The transmission is carried out by Daimler at the Customer's request and is required for the contractual performance.
- 7. How long will my data be stored?**
- 7.1 The master data (e.g. name and address) of the Customer and Co-user will be stored for the duration of the contractual relationship. After the end of the contractual relationship the data will be retained in conformity with the legal commercial and legal tax record-keeping requirements and will be subsequently deleted.
- 7.2 Unless otherwise specified in these data protection notices, in the context of the recording of data from the vehicle for the provision of the Service, only the last recorded event from the vehicle will be stored. A newer event replaces the older event, which is then deleted. Daimler will not store any personal data collected in this context for any time longer than the time required for the provision of the respective Service and data which is not overwritten by newer events will be deleted at the latest as of the end of the contractual relationship. When the individual Services are deactivated the related data in the Daimler Vehicle Backend will also be deleted.
- 7.3 Other data, which must be processed for the contractual performance of the respective Services (e.g. profiles created by the Customer) will be deleted at the latest as of the end of the contractual relationship if not otherwise specified in these data protection notices, unless further storage is required for the processing of the contractual relationship, the protection of Daimler's justified interests (in particular for the assertion, exercise and defence of legal claims), or for the performance of legal retention obligations.
- 8. How will my data be protected?**
- 8.1 Daimler will only entrust staff with the processing of personal data in connection with the Services that has been instructed in conformity with the legal requirements and is obligated to observe confidentiality, and will also ensure through appropriate measures that this staff only processes personal data in accordance with Daimler's instructions.
- 8.2 Daimler uses technical and organisational security measures for the appropriate protection of the personal data of the vehicle users, in particular against unintentional or unlawful destruction, loss, alteration, unauthorised publication or unauthorised access. Daimler will carry out regular checks on the technical and organisational measures and implement a programme of continuous improvement in line with technological developments.
- 9. What rights do I have?**
- 9.1 To the extent Daimler processes your personal data, in accordance with the legal requirements you are entitled to:
- demand information about the personal data processed by Daimler (Information right);
 - demand the adjustment of incorrect data and - in consideration of the purpose of the processing - the completion of incomplete data (correction right);
 - demand the deletion of your data for justified reasons (Deletion right);
 - demand limited processing of your data if the legal prerequisites for this are met (Right for limitation of processing)
 - to receive the data provided by you in a structured, valid and machine-readable form if the legal prerequisites for this are met as well as to transmit this data to another responsible party or, to the extent technically feasible, to have it transmitted by Daimler (right of data transferability).
- 9.2 Furthermore, you have the right to object to the processing of your data, which is carried out for the protection of Daimler's justified interests, for reasons related to your personal situation in accordance with the legal regulations (Right to object).
- 9.3 To exercise your rights please contact Daimler using the contact details presented below. Moreover, you have the right to file a complaint with a data protection supervisory authority.

10. **How can I contact Daimler?**

10.1 The Services are an offering of Daimler AG, Mercedesstr. 137, D-70327 Stuttgart, Germany.

10.2 For questions concerning the processing of your personal data by Daimler in connection with the provision of the Services, you can contact the Customer Service Center of Daimler at any time as follows:

Mercedes-Benz, Customer Assistance Center Maastricht N.V (CAC), P.O. Box 1456, 6201 BL Maastricht, The Netherlands

Email address: mercedes_me_connect@cac.mercedes-benz.com

Telephone number: 00800 9 7777777 (free of charge from the land line, mobile phone prices may vary).

10.3 The appointed Chief Officer for Corporate Data Protection is:

Chief Officer for Corporate Data Protection, Dr. Joachim Rieß, Daimler AG, HPC G353, D 70546 Stuttgart, Germany

Email address: data.protection@daimler.com

Other Notices for the Mercedes me connect and smart control Services

1. Preamble

As a globally operating manufacturer of premium products, Daimler AG ("Daimler") observes high standards of quality and product safety in its products. For this it has developed appropriate measures and security precautions for each of its offered Services, among other things. This however does not release the Customer from personal responsibility for appropriate traffic and legally-conformant behaviour, especially in the view of the fact that accident events in road traffic are frequently caused by excessive visual distractions from information, communication, entertainment media and devices during the drive.

2. General Notices

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

2.6. Involvement of Third-Party Providers/Content Providers

Daimler is not responsible or liable for the services of third parties.

If the information available via the individual Service comes from Third-Party Providers/Content Providers, Daimler does not accept any guarantees for its content, correctness, topicality, completeness and availability. Furthermore, Daimler does not assume any liability for examining the information for correctness, topicality and availability or to report, update, complete or ensure the availability of the information, or for ensuring that the information is provided in a certain quality. Daimler has no influence on the operation or functionality of the corresponding technical applications of the Third-Party Providers/Content Providers. The Third-Party Providers/Content Providers may change or discontinue the functionality or individual functions of their services. Some of the functions of the Third-Party Providers/Content Providers may not be available everywhere. Therefore, the Customer has independent responsibility for the use of the information and his decisions made on the basis of the information;

The execution of commands cannot be guaranteed or may be delayed. The Customer is solely responsible for the definition of commands and links with user accounts of Third Party Providers/Content Providers.

The Customer is obligated to withdraw the Third-Party Provider's activation in the Customer Portal if he learns of security problems with the Third-Party Provider or in the event of loss of his access data at the Third-Party Provider.

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

3. Only approved and technically perfect condition are recommended.
- 3.1. Daimler reserves the right to limit and/or to deactivate individual Services in justified cases (in particular in the event of suspicion of a security problem at the Content Providers, in the event of any hazards due to malware or incompatibilities), as well as to change the selection of the Third-Party Providers, the available data and the available commands.
- 3.2. Data on the charging progress and charging status may vary from the actual status and may be incomplete, incorrect or not up-to-date in full or in part.
- 3.3. Devices and objects in the vehicle must always be kept in a manner that would prevent injury of any vehicle passengers in the event of an accident, among others.

4. **Special Notices for Individual Services (if not covered by the General Notices)**

4.1. **Live Traffic Information and Car-to-X Communication**

Not all relevant traffic information or dangerous situations are collected and reported through Live Traffic Information and Car-to-X Communication. The information available through the Services is also generated by other Customers or drivers and a Third Content Provider, respectively, and the information could be incorrect or not up to date in whole or in part. Daimler assumes no obligation to check the information with regard to completeness, accuracy or timeliness or to complete, correct or update the information. The use of the information by the Customer or driver and any decisions by the Customer or driver based on the information are made in their own responsibility; accordingly, the Customer or driver are responsible for checking whether the information is complete, correct and up-to-date.

4.2. **Doors Locking and Unlocking**

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

4.3. **Available Parking Spaces**

The Service shows only and non-bindingly available parking spaces and does not relieve the Customer from the responsibility for observing the local conditions (e.g. vehicle height in the parking garage).

4.4. **Remote Park Assistant**

The Remote Park Assistant is only an auxiliary aid. It cannot replace your attention for your environment. The responsibility for safe manoeuvring and parking in and out of parking spaces lies with you at all times. Observe compliance with local regulations and laws.

4.5. **Parking Damage Detection and Theft Notification**

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

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

4.6. **Car Sharing**

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

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

The Vehicle Lender is obligated to check the Vehicle Borrower's authorisation to drive (in particular driving licence) before leasing the vehicle. Otherwise, the Vehicle Lender may be liable to prosecution in accordance with Section 21 StVG [German Road Traffic Act].

The Vehicle Borrower is prohibited from using the leased vehicle for transporting highly flammable, toxic or otherwise dangerous substances, if they significantly exceed normal domestic quantities. The borrower of the vehicle is responsible for returning the vehicle in a technically perfect condition. Any damage or signs of physical damage of the vehicle must be immediately notified to the vehicle lender.

On leasing the vehicle the Participants conclude a vehicle lease agreement. Daimler is not a party to this agreement. Daimler merely provides the platform and has no influence over the actions of the Participants, third parties or the relevant vehicles.

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

4.7. Digital Vehicle Key

Use of the digital vehicle key requires - among other things - that the Customer has an appropriate mobile phone or a digital vehicle key sticker.

Daimler recommends using the Digital Vehicle Key only in connection with certain compatible end-devices which are adequately charged. If the Customer uses the Service with an end-device, which is not recommended, this could limit the functionality of the Service. The functions can be affected by any changes in the settings and software updates of the compatible end-device. If the manufacturer of the Customer's end-device or the Customer's mobile service provider blocks the Secure Element or the NFC SIM card this can lead to limitations of the Service.

The Customer should protect the digital vehicle key through security and precautionary measures, corresponding to those for a physical vehicle key that must additionally account for the security risks of a virtual key. In the event of theft or loss of the compatible end-device, Daimler recommends deactivating the Digital Vehicle Key. The same applies in the case of sale, loss or theft of the vehicle.

The Customer can deactivate the Virtual Key in the compatible end-device at any time in the Customer Portal. Daimler recommends that Customers contact a Service Partner immediately if they are unable to deactivate the key using the Service.

In the event of limited functionalities, Daimler recommends that the Customer has the emergency key at all times.

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

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

4.8. Auxiliary Heating/Ventilation

Before you activate the auxiliary heating/ventilation make sure - among other things - that the vehicle is not in a closed space without adequate ventilation, that the exhaust pipe is free, that the vehicle cannot come in contact with flammable materials and does not show any significant damage.

Mercedes me connect Overview of Services ¹⁾

Version 003.001.002.A.18B

	Use possible with Mercedes me user account via the Mercedes me portal	Use possible with Mercedes me user account via the Mercedes me app or Mercedes me Web app ^{3) 15)}	Use possible with Mercedes me user account via the Mercedes me Adapter app ¹³⁾	Use possible via infotainment system in the vehicle	Terms	Required optional extras	Available in the following model series
	Availability for use						Further information
1) Maintenance Management ^{2) 3)}	<input type="checkbox"/>				From activation ²¹⁾		Transmission Mode 1: A-Class Sedan (09/2015 to 12/2017), B-Class Sports Tourer (11/2014 to 12/2017), C-Class Sedan (09/2014 to 12/2017), C-Class Wagon (09/2014 to 12/2017), CLA Coupé (11/2014 to 12/2017), CLA Shooting Brake (03/2015 to 12/2017), CLS Coupé (09/2014 to 12/2017), CLS Shooting Brake (09/2014 to 07/2018), E-Class Sedan (03/2015 to 12/2017), E-Class Wagon (03/2015 to 12/2017), E-Class Coupé (03/2015 to 12/2017), E-Class Convertible (03/2015 to 12/2017), G-Class (09/2017 to 04/2018), GLA Coupé (09/2015 to 12/2017), GLC (09/2015 to 12/2017), GLC Coupé (09/2016 to 12/2017), GLE Coupé (07/2015 to 12/2017), GLE (09/2015 to 12/2017), GLS (12/2015 to 12/2017), S-Class Coupé (09/2014 to 12/2017), S-Class (09/2014 to 12/2017), S-Class Convertible (03/2016 to 12/2017), SL Roadster (03/2016 to 12/2017), SLC Roadster (03/2016 to 12/2017), AMG GT (06/2015 to 12/2017), V-Class (from 09/2016), X-Class (from 11/2017) Transmission Mode 2: A-Class (12/2017), B-Class (12/2017), C-Class (12/2017), CLA (12/2017), CLS (12/2017), E-Class (12/2017), G-Class (04/2018), GLA (12/2017), GLC (12/2017), GLE (12/2017), GLS (12/2017), S-Class (12/2017), SL Roadster (12/2017), SLC Roadster (12/2017), AMG GT (12/2017)
2) Telediagnosics ^{2) 3) 23)}	<input type="checkbox"/>				From activation ²¹⁾		
Other functions ²⁾							
2.1) Battery Observer	<input type="checkbox"/>	<input type="checkbox"/>					E-Class Sedan (03/2016), S-Class Convertible (03/2016), C-Class Sedan (06/2016), C-Class Coupé (06/2016), C-Class Convertible (03/2016), C-Class T-Model (06/2016), GLC (06/2016), GLC Coupé (09/2016), S-Class (06/2016), S-Class Coupé (06/2016), Mercedes-Maybach S-Class (06/2016), E-Class Wagon (09/2016)
2.2) Telediagnosics Display Messages							
3) Accident Recovery and Breakdown Management ²⁾	<input type="checkbox"/>				From activation ²¹⁾		A-Class (12/2017), B-Class (12/2017), C-Class (12/2017), CLA (12/2017), CLS (12/2017), E-Class (12/2017), G-Class (04/2018), GLA (12/2017), GLC (12/2017), GLE (12/2017), GLS (12/2017), S-Class (12/2017), SL Roadster (12/2017), SLC Roadster (12/2017), AMG GT (12/2017)

4) Accident Recovery Management ^{2) 3) 22)}	<input type="checkbox"/>				From activation ²¹⁾	Transmission Mode 1: A-Class Sedan (09/2015 to 12/2017), B-Class Sports Tourer (11/2014 to 12/2017), C-Class Sedan (09/2014 to 12/2017), C-Class Wagon (09/2014 to 12/2017), CLA Coupé (11/2014 to 12/2017), CLA Shooting Brake (03/2015 to 12/2017), CLS Coupé (09/2014 to 12/2017), CLS Shooting Brake (09/2014 to 07/2018), E-Class Sedan (03/2015 to 12/2017), E-Class Wagon (03/2015 to 12/2017), E-Class Coupé (03/2015 to 12/2017), E-Class Convertible (03/2015 to 12/2017), G-Class (09/2017 to 04/2018), GLA Coupé (09/2015 to 12/2017), GLC (09/2015 to 12/2017), GLC Coupé (09/2016 to 12/2017), GLE Coupé (07/2015 to 12/2017), GLE (09/2015 to 12/2017), GLS (12/2015 to 12/2017), S-Class Coupé (09/2014 to 12/2017), S-Class (09/2014 to 12/2017), S-Class Convertible (03/2016 to 12/2017), SL Roadster (03/2016 to 12/2017), SLC Roadster (03/2016 to 12/2017), AMG GT (06/2015 to 12/2017), V-Class (ab 09/2016), X-Class (from 11/2017)
5) Breakdown Management ^{2) 3) 22)}	<input type="checkbox"/>				From activation ²¹⁾	Transmission Mode 1: A-Class Sedan (09/2015 to 12/2017), B-Class Sports Tourer (11/2014 to 12/2017), C-Class Sedan (09/2014 to 12/2017), C-Class Wagon (09/2014 to 12/2017), CLA Coupé (11/2014 to 12/2017), CLA Shooting Brake (03/2015 to 12/2017), CLS Coupé (09/2014 to 12/2017), CLS Shooting Brake (09/2014 to 07/2018), E-Class Sedan (03/2015 to 12/2017), E-Class Wagon (03/2015 to 12/2017), E-Class Coupé (03/2015 to 12/2017), E-Class Convertible (03/2015 to 12/2017), G-Class (09/2017 to 04/2018), GLA Coupé (09/2015 to 12/2017), GLC (09/2015 to 12/2017), GLC Coupé (09/2016 to 12/2017), GLE Coupé (07/2015 to 12/2017), GLE (09/2015 to 12/2017), GLS (12/2015 to 12/2017), S-Class Coupé (09/2014 to 12/2017), S-Class (09/2014 to 12/2017), S-Class Convertible (03/2016 to 12/2017), SL Roadster (03/2016 to 12/2017), SLC Roadster (03/2016 to 12/2017), AMG GT (06/2015 to 12/2017), V-Class (from 09/2016), X-Class (from 11/2017)
6) Remote Vehicle Diagnostics ²⁾	<input type="checkbox"/>				From activation ²¹⁾	E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), E-Class Convertible (09/2017), C-Class (06/2017), S-Class Sedan (09/2017), S-Class Convertible (09/2017) and S-Class Coupé (09/2017)
7) Vehicle Expose ²⁶⁾						

8) Remote Query of Vehicle Status/Remote Status	<input type="checkbox"/>	<input type="checkbox"/>				
9) Programming of Auxiliary Heater ^{2) 23) 24)}	<input type="checkbox"/>	<input type="checkbox"/>				C-Class Sedan (09/2014), C-Class Wagon (09/2014), GLC (09/2015), GLC Coupé (09/2016), Mercedes-Maybach S-Class (02/2015), S-Class Coupé (09/2014), S-Class (09/2014), V-Class (09/2016), GLA (10/2015), GLE (12/2015), GLE Coupé (12/2015), GLS (03/2016), E-Class Sedan (03/2016), E-Class Wagon (09/2016) C-Class Convertible (06/2016), C-Class Coupé (01/2016), E-Class Coupé (03/2017), A-Class (10/2015), B-Class (10/2015), CLA Coupé (10/2015) and CLA Shooting Brake (10/2015)
10) Programming of charging settings and pre-climate control ^{2) 5) 20)}	<input type="checkbox"/>	<input type="checkbox"/>			3 years from activation, if available ex factory ^{12) 17) 21)}	
11) Remote Locking and Unlocking of Doors ^{2) 23)}	<input type="checkbox"/>	<input type="checkbox"/>				
12) Personalisation ²⁾	<input type="checkbox"/>				Available for purchase after expiry or on aftermarket through Mercedes-Benz Accessories GmbH	E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), S-Class (06/2017), C-Class (06/2017), S-Class Sedan (09/2017), S-Class Convertible (09/2017) and S-Class Coupé (09/2017)
13) Parked Vehicle Locator ²⁾	<input type="checkbox"/>	<input type="checkbox"/>				
14) Vehicle Tracking ²⁾	<input type="checkbox"/>	<input type="checkbox"/>				
15) Route Planning ^{2) 5)}	<input type="checkbox"/>					
16) Geofencing ²⁾	<input type="checkbox"/>	<input type="checkbox"/>				
Further functions						
Last Mile Navigation		<input type="checkbox"/>				
Trip Statistics		<input type="checkbox"/>				
Estimated Driving Time		<input type="checkbox"/>				
17) Concierge Service	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	1 year from activation ^{12) 21)} Can be purchased via Mercedes-Benz Accessories GmbH	COMAND Online or MBUX Multimedia System Audio 20 Map Pilot or MBUX Multimedia System with large screen
18) Digital Vehicle Key ^{18) 20)}	<input type="checkbox"/>			<input type="checkbox"/>	3 years from activation ²⁸⁾	COMAND Online or MBUX Multimedia System and wireless charging or multifunction telephony

19) Live Traffic Information ⁶⁾	<input type="checkbox"/>			<input type="checkbox"/>	3 years from activation ¹⁸⁾ , if available ex factory ^{12) 21)}	COMAND Online or MBUX Multimediasystem or Mercedes-Benz SD Navigation Package or Audio 20 incl. Garmin MAP PILOT	
20) Car-to-X Communication ²⁰⁾	<input type="checkbox"/>			<input type="checkbox"/>	Available for purchase after expiry or on aftermarket through Mercedes-Benz Accessories GmbH	COMAND Online or MBUX Multimedia System	E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), E-Class Convertible (09/2017), C-Class (06/2017), S-Class Sedan (09/2017), S-Class Convertible (09/2017) and S-Class Coupé (09/2017)
21) Internet Radio ^{9) 20)}	<input type="checkbox"/>			<input type="checkbox"/>	3 years from activation ²¹⁾	COMAND Online or Audio 20 with Remote Online or MBUX Multimedia System ^{8) 11)}	
22) Available Parking Spaces ^{2) 27)}		<input type="checkbox"/>		<input type="checkbox"/>	3 years from activation	COMAND Online or MBUX Multimedia System	Vehicle Types 1: E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), E-Class Convertible (09/2017) and S-Class (06/2017) Vehicle Types 2: at this time, only the new A-Class from 03/2018
23) Filling Station Prices ^{2) 7)}	<input type="checkbox"/>			<input type="checkbox"/>			Vehicle Types 1: E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), E-Class Convertible (09/2017) and S-Class (06/2017) Vehicle Types 2: at this time, only the new A-Class from 03/2018
24) Online Map Update ²⁾	<input type="checkbox"/>						Vehicle Types 1: E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), E-Class Convertible (09/2017) and S-Class (06/2017) Vehicle Types 2: at this time, only the new A-Class from 03/2018
25) e-Navigator/Charging Stations ^{2) 5)}	<input type="checkbox"/>			<input type="checkbox"/>			E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), S-Class (06/2017), C-Class (06/2017), S-Class Sedan (09/2017), S-Class Convertible (09/2017) and S-Class Coupé (09/2017), E-Class Convertible (09/2017) and S-Class (06/2017) Vehicle types 2 only currently only available for the new A-Class from 03/2018
26) Local Search ²⁾	<input type="checkbox"/>			<input type="checkbox"/>			Vehicle Types 1: E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), E-Class Convertible (09/2017) and S-Class (06/2017) Vehicle Types 2: at this time, only the new A-Class from 03/2018
27) Weather ²⁾	<input type="checkbox"/>			<input type="checkbox"/>			Vehicle Types 1: E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), E-Class Convertible (09/2017) and S-Class (06/2017) Vehicle Types 2: at this time, only the new A-Class from 03/2018
28) Predictive Navigation ²⁾		<input type="checkbox"/>					Vehicle Types 1: E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), E-Class Convertible (09/2017) and S-Class (06/2017) Vehicle Types 2: at this time, only the new A-Class from 03/2018
29) Dictation Function	<input type="checkbox"/>			<input type="checkbox"/>			E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), S-Class (06/2017), C-Class (06/2017), S-Class Sedan (09/2017), S-Class Convertible (09/2017) and S-Class Coupé (09/2017)

30) Mercedes-Benz Apps ²⁾							
30.1) Internet Radio ^{8) 12) 20)}	<input type="checkbox"/>			<input type="checkbox"/>	3 years from activation ²¹⁾	COMAND Online or MBUX Multimedia System or Audio 20 or Remote Online ¹¹⁾	CLS Coupé (12/2015), CLS Shooting Brake (12/2015), B-Class Sports Tourer (09/2015), CLA Coupé (12/2015), CLA Shooting Brake (12/2015), E-Class Coupé (12/2015), E-Class Convertible (12/2015), GLE Coupé (12/2015), GLE SUV (12/2015), A-Class Sedan (09/2015), GLA SUV (09/2015), GLS SUV (12/2015), SLK Roadster (03/2016), SL Roadster (03/2016), G-Class SUV (09/2016), E-Class Sedan (03/2016), C-Class Sedan, C-Class Wagon, C-Class Convertible and C-Class Coupé as well as the GLC and GLC Coupé (from 12/2016). Voice control for the services Local Search, Weather and Internet Radio is not available in Denmark, Norway, Poland, Portugal, Sweden, Slovakia, Czech Republic and Hungary
30.2) Local Search ^{9) 20)}	<input type="checkbox"/>			<input type="checkbox"/>			CLS Coupé (12/2015), CLS Shooting Brake (12/2015), B-Class Sports Tourer (09/2015), CLA Coupé (12/2015), CLA Shooting Brake (12/2015), E-Class Coupé (12/2015), E-Class Convertible (12/2015), GLE Coupé (12/2015), GLE SUV (12/2015), A-Class Sedan (09/2015), GLA SUV (09/2015), GLS SUV (12/2015), SLK Roadster (03/2016), SL Roadster (03/2016), G-Class SUV (09/2016), E-Class Sedan (03/2016). C-Class Sedan, C-Class Wagon, C-Class Convertible and C-Class Coupé as well as GLC and GLC Coupé (from 12/2016)
Further functions							
Send2Car (download POI) ²⁰⁾	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
30.3) Weather ⁹⁾	<input type="checkbox"/>			<input type="checkbox"/>			CLS Coupé (12/2015), CLS Shooting Brake (12/2015), B-Class Sports Tourer (09/2015), CLA Coupé (12/2015), CLA Shooting Brake (12/2015), E-Class Coupé (12/2015), E-Class Convertible (12/2015), GLE Coupé (12/2015), GLE SUV (12/2015), A-Class Sedan (09/2015), GLA SUV (09/2015), GLS SUV (12/2015), SLK Roadster (03/2016), SL Roadster (03/2016), G-Class SUV (09/2016), E-Class Sedan (03/2016). C-Class Sedan, C-Class Wagon, C-Class Convertible and C-Class Coupé as well as GLC and GLC Coupé (from 12/2016)
30.4) e-Navigator ^{7) 20)}	<input type="checkbox"/>			<input type="checkbox"/>			Available for electric and plug-in vehicles only
30.5) Music Streaming TIDAL ²⁶⁾							
31) Remote Park Assistant	<input type="checkbox"/>				3 years from activation Available for aftermarket purchase from Mercedes-Benz Accessories GmbH	Paket PBH "Remote Parking Package" App required (free of charge via Appstore)	E-Class Sedan (03/2016), E-Class Wagon (09/2016), E-Class Coupé (03/2017), S-Class Sedan (09/2017), S-Class Convertible (09/2017) and S-Class Coupé (09/2017)

32) Mercedes me Adapter ¹³⁾					From activation and start of operation ¹²⁾	Mercedes me Adapter	
32.1) My Vehicle	<input type="checkbox"/>		<input type="checkbox"/>				
32.2) Maintenance Management			<input type="checkbox"/>				
32.3) My Trips			<input type="checkbox"/>				
32.4) Park & Find			<input type="checkbox"/>				
32.5) Refueling ¹⁹⁾			<input type="checkbox"/>				
32.6) Dealer Search	<input type="checkbox"/>		<input type="checkbox"/>				
32.7) My Dealer			<input type="checkbox"/>				
32.8) Breakdown & Accident Recovery			<input type="checkbox"/>				
32.9) Reminder			<input type="checkbox"/>				
32.10) Service Appointment Query	<input type="checkbox"/>		<input type="checkbox"/>				
33) Plug & Charge ²⁶⁾							
34) Parking Damage Detection and Theft Notification ²⁾		<input type="checkbox"/>					Expected availability from 03/2018 for the E-Class Sedan, E-Class Cabriolet, E-Class Coupé, S-Class Saloon, S-Class Cabriolet and the A-Class
35) Music Streaming TIDAL ²⁶⁾							
36) In-Car Office ^{8) 12)}		<input type="checkbox"/>		<input type="checkbox"/>		Remote Online/ COMAND Online/ MBUX Multimedia System	Available for C-Class Sedan, C-Class Coupé, C-Class Wagon, GLC, GLC Coupé and E-Class Sedan (from 12/2017), E-Class Wagon (12/2017), E-Class Coupé (12/2017), E-Class Convertible (12/2017) and S-Class (09/2017) V-Class (from 09/2017) and X-Class (from 11/2017) and A-Class (06/2017)
37) Interface to Third-Party Providers							
38) Smart Home							Expected availability from 06/2018 for the A-Class
39) Connection to Content Providers							Expected availability from 06/2018 for the A-Class
40) LINGUATRONIC Voice Control System Online ²⁵⁾				<input type="checkbox"/>		MBUX Multimedia System	Expected availability from 06/2018 for the A-Class
41) Global Search ²⁾	<input type="checkbox"/>			<input type="checkbox"/>		MBUX Multimedia System	A-Class (from 03/2018)
42) Car Sharing ²⁵⁾					3 years from activation	20U Preparation for car sharing, car sharing app	Expected availability from 07/2018 for the new A-Class
43) Eco Display	<input type="checkbox"/>			<input type="checkbox"/>			Available from 06/2018 for the new A-Class, S-Class and C-Class
44) Park Service Tracking	<input type="checkbox"/>	<input type="checkbox"/>					A-Class (12/2017), B-Class (12/2017), C-Class (12/2017), CLA (12/2017), CLS (12/2017), E-Class (12/2017), G-Class (04/2018), GLA (12/2017), GLC (12/2017), GLE (12/2017), GLS (12/2017), S-Class (12/2017), SL Roadster (12/2017), SLC Roadster (12/2017), AMG GT (12/2017)

1) Target countries are: Belgium, Denmark, Germany, Finland, France, Great Britain, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Austria, Poland, Portugal, Sweden, Switzerland, Slovakia, Spain, Czech Republic, Hungary, Malta, Cyprus, Greece, Romania, Croatia, Slovenia, Latvia, Estonia, Lithuania and Bulgaria. Exception Mercedes me Adapter. See footnote ¹³⁾.

2) The Services are currently available in 31 European target countries for the following model series from the following model year:

B-Class Sports Tourer Electric Drive (11/2014), A-Class Sedan (09/2015), CLA Coupé (11/2014), CLA Shooting Brake (03/2015), B-Class Sports Tourer (11/2014), GLA Coupé (09/2015), C-Class Sedan (09/2014), C-Class Wagon (09/2014), GLC (09/2015), GLC Coupé (09/2016), SLC Roadster (03/2016), E-Class Sedan (03/2015), E-Class Wagon (03/2015), E-Class Coupé (03/2015), E-Class Convertible (03/2015), CLS Coupé (09/2014), CLS Shooting Brake (09/2014), Mercedes-Maybach S-Class (02/2015), S-Class Coupé (09/2014), S-Class (09/2014), GLS (12/2015), SL Roadster (03/2016), GLE Coupé (07/2015), GLE (09/2015), AMG GT (06/2015), S-Class Convertible (03/2016), C-Class Convertible (06/2016), C-Class Coupé (01/2016), G-Class (09/2016), V-Class (ab 09/2016), X-Class (11/2017).

3) Available for use by main and co-users.

4) This Service is available for all vehicles from model year 07/2016 in 31 European target countries (Belgium, Denmark, Germany, Finland, France, Great Britain, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Austria, Poland, Portugal, Sweden, Switzerland, Slovakia, Spain, Czech Republic and Hungary) (exception: available for E-Class Sedan from 03/2016).

5) The services are available only for electric and plug-in vehicles.

6) This service is not available in Ireland, Slovakia, Malta, Cyprus, Greece, Romania, Croatia, Slovenia, Latvia, Estonia, Lithuania and Bulgaria. In the Czech Republic, Finland and Norway, the service is available only for the following model series with COMAND Online from the following year model year: E-Class Sedan (03/2016), E-Class Coupé (03/2017), S-Class (06/2017), V-Class (06/2017), X-Class (11/2017).

7) This service is not available in Finland.

8) In the case of the designated model series, the Services require a data allowance from a separate mobile-phone contract from a telecommunications service provider, which can be purchased via the customer portal.

9) Voice control of these services is available only with the special equipment COMAND Online in 6 languages (German, English, French, Italian, Dutch, and Spanish) in 21 European target countries: Voice control of the services Local Search, Weather and Internet Radio is not available in Denmark, Norway, Poland, Portugal, Sweden, Slovakia, Czech Republic and Hungary.

10) The refuelling station locator will initially be available only in Germany and in selected parking garages.

11) In the case of the model series listed in footnote ², these Services require a separate data allowance via the customer's compatible device (e.g. tethering).

12) Activation is possible within 1 year after the initial registration or start of operation (whichever comes first).

13) The Mercedes me Adapter is available in over 20 countries and can be purchased from your Mercedes-Benz service partner. The supported countries, model series, smartphones and operating systems can be found at www.mercedes.me/adapter.

14) The service is available for the A-Class from 03/2018.

15) A list of supported smartphones and operating systems can be found at www.mercedes-benz-mobile.com.

16) This Service is initially available in the following model series: C-Class Sedan, C-Class Coupé, C-Class Wagon, GLC, GLC Coupé und E-Class Sedan (ab 12/2017), E-Class Wagon (12/2017), E-Class Coupé (12/2017), E-Class Convertible (12/2017) and S-Class (09/2017) , V-Class (from 09/2017) and X-Class (from 11/2017).

17) Additionally available for COMAND Online from Mercedes-Benz Accessories.

18) If you use this service with the Sticker digital vehicle key, the number of potential door openings is limited to around 1,900.

19) Available in Germany.

20) This service is not available in Malta, Cyprus, Greece, Romania, Croatia, Slovenia, Latvia, Estonia, Lithuania and Bulgaria.

21) Activation is by creating a Mercedes me user account, accepting the terms of use and pairing the vehicle.

22) This service is scheduled to be available for the X-Class from 06/2018.

23) This service is not available for the X-Class.

24) For the V-Class (from 09/2016) only in conjunction with hot-water auxiliary heater (optional equipment H12).

25) Available in Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland and Great Britain.

26) The Service will be available at a later time.

27) Expected availability of the automatic parking garage access upon payment in Germany from June 1, 2018 (starting with the A-Class).

smart control Overview of Services ¹⁾

Use with Mercedes me or smart portal user account and registered smart vehicle via the smart portal or the smart control web app	Use with Mercedes me or smart portal user account and registered smart vehicle via the smart EQ control App ^{6) 7)}	Use is possible via the infotainment system in the vehicle with Mercedes me or smart portal user account and registered smart vehicle	Terms	Required optional extras
Availability for use			Further information	

8) Remote Query of Vehicle Status/Remote Status ³⁾	<input type="checkbox"/>	<input type="checkbox"/>		
10) Programming of Charge Settings and Pre-Entry Climate Control ^{2) 3)}	<input type="checkbox"/>	<input type="checkbox"/>		
33) Plug & Charge ³⁾	<input type="checkbox"/>	<input type="checkbox"/>		
25) Charging Stations ⁴⁾			<input type="checkbox"/>	Cool & Media Package

1) Target countries are: Germany, France, Italy, Spain, Great Britain, Austria, Belgium, Czech Republic, Denmark, Hungary, Ireland, Luxembourg, Netherlands, Norway, Northern Ireland, Poland, Portugal, Sweden, Switzerland, Liechtenstein.

2) This Service includes the Services "Immediate Pre-Entry Climate Control" and "Programming Climate Control and smart charging as of Departure Time". In connection with the series equipment, the service scope is limited to the function "Immediate Pre-Entry Climate Control".

3) These services are available for the following model series and model years: smart electric drive (from 06/2017).

4) These services are to be available for the following model series and model years: smart EQ fortwo and smart EQ forfour (from 03/2018).

5) From the activation of the Service in the vehicle. Activation is possible only within a period of two years after the initial registration.

6) A list of the supported smartphones and operating systems is provided for you under www.smart.com.

7) Use with the smart EQ control App is expected to be functional from Q3/2018.