

## **BMW ConnectedDrive Services – Information/Data Protection**

The high standards you place on the qualities of our products and services govern how we handle your data. Our aim is to create and maintain the basis for a trusting business relationship with our customers and prospective customers. The confidentiality and integrity of your personal data is one of our prime concerns.

### **Who is responsible for data processing?**

Data processing activities are jointly performed by the national sales company (BMW Vertriebs GmbH Bucharest having its registered office at 42-44 Bucuresti-Ploiesti, 013696 Bucharest, Romania, registration under number J40/6681/30.03.2007 in the companies' register maintained by the Trade Registry's Office by the Bucharest Tribunal, having fiscal registration number CUI 21491067 ) (hereinafter referred to as "NSC") and Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, with its registered office in Munich and entered in the commercial register of the Local Court [Amtsgericht] of Munich under HRB 42243 (hereinafter referred to as "BMW").

The NSC provides the customer with certain vehicle-related information and assistance services (hereinafter referred to as "services") under the name "BMW ConnectedDrive" (hereinafter referred to as the "ConnectedDrive contract") and is the customer's contact with regard to operational and contractual matters.

BMW is responsible for the technical provision of the services. For the purpose of providing the services and support to the customer in case of problems, data are transferred from the NSC to BMW.

### **What kind of data are processed and for what purpose?**

The data collected in connection with entering into a contract or providing the services are processed for the following purposes:

#### **A. Entering into a contract (Art. 6(1)(b) GDPR)**

In connection with entering into a contract, the following data categories are processed:

- contact data (last name, first name, address, email address)
- account data (ConnectedDrive or myBMW login account, bank details-)

The contractual data are automatically erased 1 year after expiry of the contract; financial transactions are erased in accordance with the statutory provisions after 10 years.

#### **B. Compliance with the contractual obligation to perform the ConnectedDrive contract (Art. 6(1)(b) GDPR)**

For the purposes of the performance of the ConnectedDrive contract entered into between you and the NSC, BMW provides various services, such as BMW Intelligent eCall, Concierge Service, Real Time Traffic Information, TeleServices.

For the purposes of the provision of these services by BMW and commissioned service providers, the following (if required, personal) information from the vehicle is processed:

- vehicle status data (mileage, battery voltage, door and tailgate status)
- position and movement data (time, position, speed)
- vehicle maintenance data (next service, oil level, break wear.)
- dynamic traffic information (traffic jams, hindrances, signs, parking spaces)
- environmental information (temperature, rain)
- user profile (configured news, email, audio providers)
- sensor information (radar, ultrasonics, gestures, speech)

A complete list and a detailed description of the services and the data used in each case can be found [here](#).

Although the provision of these data is not required to enter into the ConnectedDrive contract, BMW is unable to provide you with the respective service if these data are not provided by you and are not processed.

The processed personal data are automatically erased after 4 weeks unless they are needed longer for the provision of a specific service.

#### BMW Group login

In order to use the ConnectedDrive services in their entirety, you also have to register on the ConnectedDrive portal. Upon registering, you will receive an online customer account that allows you to access additional portals of BMW Group.

Through the online customer account from the BMW Group login, you will receive a universal ID that is recognized by all applications. Applications use this ID to gain access to the data you have entered in the customer account in order to use it for some services, such as being able to greet you by name.

In order to offer this service with the BMW Group login, BMW AG passes your data on to each BMW Group company that acts as a provider of the applications in use by you. Storage of the data from your customer account is handled by BMW AG and is separate from any other (even potentially identical) data about your person that may be available to BMW Group.

### **C. Assurance of product quality and development of new products (Art. 6(1)(f) GDPR)**

Beyond the mere provision of services, the data collected under B. are also processed for the purposes of quality assurance of the products and services offered by BMW Group and for the development of new products and services by BMW.

These processing activities serve the legitimate interests of BMW to comply with the high standards placed by our customers on existing products and services and to be capable of satisfying our customers' future wishes through the development of new products and services. In order to protect our customers' privacy, the data are processed exclusively in a form that is not directly traceable to the customer/vehicle.

### **D. Fulfillment of the sales, service and administrative processes of BMW AG, the national sales company and authorized dealers (GDPR 6(1)(f))**

In order to optimize the customer experience and collaboration with BMW distributors continuously, we create evaluations and reports based on information from agreements and we share these evaluations and reports with the applicable BMW distributors. These evaluations are predominantly used for introducing appropriate measures (e.g. training courses for sales personnel) to improve the request and sales process. We will create the aforementioned reports only in an aggregated and anonymized form; this means that the recipients of the reports will be unable to draw any conclusions about you personally.

Portions of the vehicle-specific data collected under B. are used for performance of the service processes (e.g. repair, warranty, goodwill) of BMW AG, the national sales companies and authorized dealers. This processing is within the legitimate interests of BMW MINI to provide our customers with the best possible service process. Technical data is always processed in relation to the vehicle and without direct connection to the customer in order to protect the privacy of our customers.

The following data categories are used for this:

- Vehicle master data (vehicle type, color, equipment, etc.)
- Vehicle service data (due date of next service visit, oil level, brake wear, etc.)
- Vehicle status information (mileage, battery voltage, door and hatch status, etc.)

The technical vehicle data is deleted at the end of the vehicle life cycle.

The NSC is a company within BMW Group. In part, we process your data in order to make the administration of the various companies within BMW Group as efficient and successful as possible. One of the areas this affects is common group accounting in accordance with international accounting regulations for companies (such as the International Financial Reporting Standards (IFRS)).

### **E. Customer support (GDPR 6 (1)(b), (g), (f))**

The NSCs and BMW partners use your personal data for communication as part of concluding contracts, see above (e.g. booking BMW ConnectedDrive services) or for the transaction of a request formulated by you (e.g. inquiries and complaints to BMW Customer Support). We contact you regarding all aspects of concluding a contract or processing a request without special permission e.g. in writing, by phone, by messenger services, by e-mail, depending on which contact data you have specified.

### **F. Marketing communications and market research due to consent (GDPR 6 (1) (a))**

If you have separately given your consent to the further use of your personal data, your personal data may be used to the extent described in the consent declaration, e.g. for marketing purposes and/or market research, and where applicable disclosed to third parties. Further details can be found in the respective consent declaration, which can be revoked at any time.

### **G. Fulfillment of legal obligations of the NSC or BMW (GDPR 13(1)(c) and 6(1)(c))**

The NSC will also process personal data if there is a legal obligation to do so. This could be the cause if we needed to contact you because your vehicle is subject to a recall or repair request.

Collected data is also processed as part of safeguarding the operation of IT systems. Safeguarding in this context includes, but is not limited to, the following actions:

- Backup and restoration of data processed in IT systems
- Logging and monitoring transactions to check the specific functionality of IT systems
- Detecting and defending against unauthorized access to personal data
- Incident and problem management for resolving problems in IT systems.

Collected data is also processed as part of internal compliance management, wherein we review aspects such as whether you have received sufficient advising as part of concluding an agreement and whether dealers have complied with all legal requirements.

BMW is subject to a number of additional legal obligations. In order to comply with these obligations, we process your data to the extent needed and pass on this data to the responsible authorities if necessary as part of legal reporting requirements. For example, BMW may be legally obliged to disclose personal data to public authorities or other third parties. Sometimes, data mentioned at section D is also processed in connection with statutory requirements (e.g. repair and maintenance information due to requirements under competition law).

## **H. Data transfer to selected third parties**

The data collected under B. can be passed on to a third party electronically at your request. This is used in the fulfillment of other purposes in the relationship between you and the third party, such as concluding a usage-related insurance policy for your vehicle. You can find more information at [www.bmw-connecteddrive.com](http://www.bmw-connecteddrive.com).

BMW provides the data collected under B. to third parties in anonymized form for the purposes of using resources such as mobility services, maps and tools, especially in combination with highly automated, fully automated and autonomous driving.

### **How long do we store your data?**

We only store your personal data for as long as is required for the respective purpose. If data are processed for multiple purposes, they are automatically erased, or stored in a form that is not directly traceable to you, as soon as the last specified purpose has been fulfilled.

### **How are your data secured?**

We secure your data using state-of-the-art technology. By way of example, the following security measures are used to protect your personal data against misuse or any other form of unauthorised processing:

- access to personal data is restricted to only a limited number of authorised persons for the specified purposes;
- collected data are transferred only in encrypted form;
- furthermore, sensitive data are stored only in encrypted form;
- the IT systems used for the processing of the data are technically isolated from other systems to prevent unauthorised access, e.g. by hacking;
- furthermore, access to these IT systems is monitored permanently in order to detect and avert misuse at an early stage.

### **Who will we share your data with and how will we protect them?**

BMW is a global company. Personal data are processed preferably within the EU by BMW employees, national sales companies, authorised dealers and service providers engaged by us.

If data are processed in countries outside the EU, BMW ensures that your personal data are processed in accordance with the European level of data protection, using EU standard agreements, including suitable technical and organisational measures. If you want to access the actual protections for data transfer to other countries, please contact us using the communications channels specified below.

Some countries outside the EU, such as Canada and Switzerland, the EU has already officially considered as countries providing an adequate and comparable level of data protection. As a result, data transfers to these countries do not require any specific authorisation or agreement.

### **How can you review and change your privacy settings?**

You can review and/or change privacy information at any time in the ConnectedDrive portal. These changes are automatically synchronised in your vehicle. Depending on the vehicle model, you can also access a corresponding privacy menu in your vehicle in which you can also change these settings.

## **Contact details, your rights as a data subject and your right to lodge a complaint with a supervisory authority**

In the event of questions regarding our use of your personal data, the BMW Customer Service can be reached by email at [infobmw@bmw.ro](mailto:infobmw@bmw.ro).

The BMW ConnectedDrive Hotline is available from Monday to Friday from 9 am to 6 pm on the phone number +40 312 269 269.

As persons affected by the processing of your data, you can assert certain rights in accordance with the GDPR and in accordance with other applicable data privacy provisions. The following section contains explanations regarding your rights as a data subject in accordance with the GDPR.

### **Rights as a data subject**

In accordance with the GDPR, you specifically have the following rights as a data subject in relation to BMW:

**Right of access by the data subject (GDPR Article 15):** At any time, you can request information about the data that we have about you. This information includes the data categories processed by us, the purposes for which we process it, the source of the data if we did not collect it from you directly and, where applicable, the recipients to which we have transferred your data. You can obtain from us one free copy of your data that is part of the agreement. If you are interested in additional copies, we reserve the right to charge you for any additional copies.

**Right to rectification (GDPR Article 16):** You can request that we rectify your data. We will take appropriate measures to maintain, based on the latest information available to us, the correctness, completeness, timeliness and relevance of the data we have and continue to process regarding you.

**Right to erasure (GDPR Article 17):** You can request that we erase your data if the legal requirements exist for doing so. In accordance with GDPR Article 17, this could be the case if

- the personal data is no longer necessary in relation to the purposes for which it was collected or otherwise processed;
- you withdraw your consent on which the processing is based and where there is no other legal ground for the processing;
- you object to the processing of your data and there are no overriding legitimate grounds for the processing, or you object to data processing for direct marketing purposes;
- the personal data has been unlawfully processed

if such processing is not necessary

- for compliance with a legal obligation that requires that we process your data;
- especially with respect to retention periods required by law;
- for the establishment, exercise or defense of legal claims.

**Right to restriction of processing (GDPR Article 18):** You can request the restriction of processing of your data by us if

- you contest the accuracy of the personal data for a period enabling us to verify the accuracy of the personal data;
- the processing is unlawful and you oppose the erasure of the personal data and request the restriction of its use instead;
- we no longer need your data but you require it for the establishment, exercise or defense of legal claims;
- you have objected to processing pending the verification whether our legitimate grounds override yours.

**Right to data portability (GDPR Article 20):** Your data shall, where technically feasible, be transmitted to another responsible party at your request. This right shall be available to you only insofar as data processing is based on your consent or is necessary in performance of an agreement. Instead of receiving a copy of your data, you can also request that we transfer the data directly to another controller that you specify.

**Right to object (GDPR Article 21):** You can object, on grounds relating to your particular situation, at any time to processing of your personal data if data processing relates to your consent or to our legitimate interests or to those of a third party. We will cease processing of your data in such a case. The latter shall not apply if we can demonstrate compelling legitimate grounds for the processing which override your interests or we require your data for the establishment, exercise or defense of legal claims.

### **Periods for fulfillment of rights as a data subject**

We always make an effort to comply with all requests within 30 days. This period, however, may be prolonged for any reason relating to the specific right of a data subject or the complexity of your request.

### **Information restriction for fulfillment of rights as a data subject**

In certain situations, we may be unable to provide you with any information about any of your data due to legal requirements. If we are required to decline a request for information in such a case, we will promptly notify you of the reasons for the refusal.

### **Complaints to supervisory authorities**

BMW AG takes your rights and concerns very seriously. If you feel that we have not duly addressed your complaint or concern, you have the right to lodge a complaint with a responsible data protection authority.

Status: November 2018

## **BMW ConnectedDrive Services - General Terms and Conditions**

### **1. BMW ConnectedDrive Services and BMW ConnectedDrive Agreement**

1.1 BMW Vertriebs GmbH, headquartered in Salzburg acting through its Romanian affiliate BMW Vertriebs GmbH limited liability company headquartered in Bucharest (42-44 Bucuresti-Ploiesti, 013696 Bucharest) registration under number J40/6681/30.03.2007 in the companies' register maintained by the Trade Registry's Office by the Bucharest Tribunal, having fiscal registration number CUI 21491067 (hereinafter "BMW"), shall provide the customer with vehicle-related informational and support services (hereinafter "Services") known as "BMW ConnectedDrive," as defined by these General commercial Terms and Conditions of usage (hereinafter „commercial Terms“).

1.2 The current version of these General Terms and Conditions can be reviewed, saved and printed at any time at [www.bmw.ro](http://www.bmw.ro). Any changes to these General Terms and Conditions shall be published no later than six weeks before their intended effective date, and communicated to the customer to the extent that BMW is able to contact the customer. If the customer has agreed an electronic communication channel with BMW (e.g. via the BMW ConnectedDrive customer portal "My BMW ConnectedDrive"), the changes can also be reported via this channel. The General Terms and Conditions shall become part of the Agreement as long as the customer does not object before the planned date when the changes are to take effect.

1.3 In order to provide the customer with the Services, a BMW ConnectedDrive agreement must be concluded between customer and BMW. The BMW ConnectedDrive agreement represents the framework agreement between BMW and the customer; by itself, without booking individual Services, it shall not constitute an acceptance or payment obligation for the Customer. However, based on this framework agreement, the customer is entitled to use the basic BMW ConnectedDrive Services as laid down in the Description of the Services (Point 2.1). The basic BMW ConnectedDrive Services include in particular the "Intelligent Emergency Call". Additional BMW ConnectedDrive Services under the BMW ConnectedDrive agreement (depending on the selected vehicle equipment) may be booked upon purchasing the vehicle, or retroactively through the BMW ConnectedDrive Store.

1.4 If the customer orders a new BMW vehicle from a seller (authorized BMW dealer or BMW branch) that features necessary standard or optional equipment for a specific Service, the customer shall simultaneously offer to conclude a BMW ConnectedDrive agreement with BMW for the use of this Service.

- a) If the respective Service is part of the standard equipment for the new BMW vehicle, the BMW ConnectedDrive agreement shall be concluded between the customer and BMW at the same time when the purchase agreement for the new BMW vehicle is concluded between the customer and the seller.
- b) If the respective Service is exclusively part of the optional equipment for the new BMW vehicle, the customer shall be bound to his/ her offer to conclude the BMW ConnectedDrive agreement only from such time when the customer can no longer deselect the optional equipment ordered for the new BMW vehicle. The BMW ConnectedDrive agreement shall be concluded between the customer and BMW when the Service is activated by BMW upon initial registration of the new BMW vehicle.

1.5 If the customer decides not to use the BMW ConnectedDrive Services, and if the built-in SIM card in the vehicle is deactivated at the customer's request before the new vehicle is handed over, this shall be considered a withdrawal from the ConnectedDrive agreement concluded as per Point 1.4.

1.6 If no BMW ConnectedDrive agreement is concluded between BMW and the customer as per Point 1.4, the customer can conclude a BMW ConnectedDrive agreement for any vehicle owned by the customer or provided for the customer's long-term use by the respective owner that has the corresponding standard or optional equipment, according to the following requirements:

- a) If the customer's vehicle is technically capable of receiving a security code, the customer can assign the vehicle to his/her account in the "My BMW ConnectedDrive" customer portal. In order to successfully assign the vehicle, the customer shall be asked to enter the security code received by the vehicle into the "My BMW ConnectedDrive" customer portal. By confirming and entering the security code received in the vehicle into the customer portal under "My BMW ConnectedDrive", the customer offers the conclusion of a BMW ConnectedDrive agreement. The BMW ConnectedDrive agreement between BMW and the customer shall be concluded at the time when the customer's vehicle appears as available under "My BMW ConnectedDrive".
- b) If the customer's vehicle is not technically capable of receiving a security code, the customer shall request the conclusion of a BMW ConnectedDrive agreement with BMW by submitting a properly completed identification form, which is provided to the customer after entering the necessary data when adding the vehicle under "My BMW ConnectedDrive." The BMW ConnectedDrive agreement between BMW and the customer shall be concluded at the time when the customer's vehicle appears under "My BMW ConnectedDrive" as an available vehicle.

1.7 In the abovementioned case (Point 1.4), the customer waives the need for a separate declaration of acceptance.

## **2. BMW ConnectedDrive customer portal and the BMW ConnectedDrive Store (if available)**

2.1 At the web address [www.bmw-connecteddrive.com](http://www.bmw-connecteddrive.com), BMW provides the customer with the BMW ConnectedDrive customer portal, "My BMW ConnectedDrive," and the "BMW ConnectedDrive Store" as defined in these General Terms and Conditions. Use of "My BMW ConnectedDrive" and the "BMW ConnectedDrive Store" is free of charge for the customer.

2.2 Before using "My BMW ConnectedDrive" and the "BMW ConnectedDrive Store," the customer must first set up a user account and register with a user name and password. The customer can use the resulting account not just for "My BMW ConnectedDrive," and the "BMW ConnectedDrive Store," but also for other BMW offerings such as various apps, as defined by the respective Service.

2.3 The customer can use "My BMW ConnectedDrive" to review which Services have been activated for the vehicle, and to manage these. In order to do so, the customer's user account must be linked to the vehicle for which the customer booked the Services and for which the Services will be used. To create this link, the customer must provide BMW with the vehicle identification number and customizable identification features, using "My BMW ConnectedDrive."

2.4 Depending on the availability and equipment for the respective vehicle, the customer can order fee-based as well as free Services from either the user interface in the vehicle or from "My BMW ConnectedDrive" in the "BMW ConnectedDrive Store" area.

2.5 Ordering fee-based or free Services from the "BMW ConnectedDrive Store" requires the conclusion of a BMW ConnectedDrive agreement (as per Points 1.4 and 1.6); in addition, the customer must be registered in "My BMW ConnectedDrive," the customer's vehicle must be linked with his/her user account, and the address and payment details must be entered.

## **3. Description, term and availability of the Services**

3.1 The scope of the individual Services, their terms and availability are described in detail during the booking process as well as at [www.bmw.ro](http://www.bmw.ro) (hereinafter "Description of Services"). BMW shall specify the costs for these Services individually, or jointly in the context of the ordering process for multiple Services.

3.2 The term of the BMW ConnectedDrive agreement as per Point 1.3 is open-ended. The term for other Services booked in addition to the basic Services shall be based on the respective Description of Services. In general, a fixed-term, fee-based Service shall have a maximum term of two years and shall be automatically extended by a maximum of one additional year unless the customer terminates it with six weeks' notice to the end of the agreed term.

3.3 The Services are provided via a SIM card installed in the vehicle. Consequently, the Services are to some extent geographically limited by the reception and transmission range of the communication station operated by the respective network operator, and can particularly be impaired by atmospheric conditions, topographical circumstances, the vehicle's position, and obstacles (e.g. bridges and buildings). In addition, the provision of Services requires the mobile communication network needed for the installed SIM card to be functional and ready for operation.

3.4 Disruptions in service may result from force majeure, including strikes, lockouts and official requirements, as well as on the basis of technical or other measures, for instance as performed on systems belonging to BMW, suppliers of transit data or the network operator to ensure proper operations or to improve service (e.g. maintenance, repairs, system-related software updates, expansions). Disruptions in service may also result from short-term capacity shortfalls caused by demand peaks for the Services, or from disruptions in third-party telecommunications systems. BMW shall take all reasonable efforts to rectify such disruptions immediately or to work towards their rectification.

3.5 The customer can inform BMW Customer Service (see Point 7) about any disruptions in service.

3.6 BMW reserves the right to modify the scope of a Service if and to the extent that this modification is reasonable for the customer with regard to the total scope of the agreed Service. In the event of a further modification of the scope of a Service that can be reported to the customer in writing or via an electronic communication path (e.g. via "My BMW ConnectedDrive"), the customer can extraordinarily terminate this Service within six weeks of receiving the change notification, and have it deactivated free of charge via the BMW ConnectedDrive Hotline (see Point 7).

## **4. Using the Services**

4.1 The customer may not use the Services for illegal purposes, and shall ensure that third parties do not do this either. The customer is not authorized to share the data and information received in the context of using the Services with third parties for commercial purposes, or to further process these.

4.2 The customer shall bear the costs of any misuse of the Emergency Call Service.

4.3 The BMW ConnectedDrive agreement between BMW and the customer, as well as the Services booked by the customer, are linked to the vehicle and cannot be transferred to another vehicle or be used in another vehicle.

## **5. Procuring additional Services via the “BMW ConnectedDrive Store” (if available)**

5.1 In addition to the basic Services, the customer can either order additional BMW ConnectedDrive Services directly when purchasing the new vehicle, or later through the “BMW ConnectedDrive Store.” The “BMW ConnectedDrive Store” offerings are intended for customers in Romania.

5.2 Offer and conclusion of contract when ordering Services through the “BMW ConnectedDrive Store”

- a) BMW shall offer the customer various services through the “BMW ConnectedDrive Store” and shall submit a binding offer; a customer who has registered with “My BMW ConnectedDrive” can book this offers at the stated fixed price. Details about the respective Service and its term can be found in the descriptions of individual Services in the “BMW ConnectedDrive Store” and in the Description of Services. A binding booking is created for a Service as soon as the customer clicks on “Buy now” button for fee-based Services, or “Order now” for free Services, as well as (in both cases) accepts the General Terms and Conditions of Service.
- b) The customer can correct input errors by cancelling the transaction and restarting the procedure.
- c) After completing the ordering transaction, the customer shall receive an e-mail confirmation of the conclusion of a contract for the booked Service, the Description of Services, and the General Terms and Conditions of Service with an instruction about the possibility of withdrawal from the agreement.
- d) The contract text sent to the customer shall not be saved separately by BMW, and the customer can no longer retrieve or view it with BMW once the contract is concluded.

5.3 Ordering process using “My BMW ConnectedDrive” and the “BMW ConnectedDrive Store”

- a) Step 1: Launching an online order under “My BMW ConnectedDrive.”  
In the “Store” area under “My BMW ConnectedDrive,” the customer can find information required by law about the Services (with various terms and prices, if applicable) offered for BMW ConnectedDrive. Next, the customer can choose a Service (with term and price, if applicable). The order is started when the customer initiates the online ordering process for the Service during the chosen term, via the “Book now” button.
- b) Step 2: Customer status  
If the customer has not yet registered with “My BMW ConnectedDrive” and/or has not yet provided address or payment information, the customer must perform these steps before an order can be completed.
- c) Step 3: Order overview/changing orders  
If the customer has already registered with “My BMW ConnectedDrive” and has saved address and payment information there, he/she shall be taken directly to an overview page that shows the entire order and all of the relevant contract information. The customer has the option of cancelling the order transaction by leaving the web page. If the customer agrees with the order overview, he/she can click on the “Buy now” button to submit a binding order. If the customer has not yet registered with “My BMW ConnectedDrive” and/or has not yet saved any address or payment information, the customer must first do this in the “Administration” area of “My BMW ConnectedDrive” before an order can be completed.
- d) Step 4: Order information  
After completing the order transaction, the customer shall also receive the Description of Services and the General Terms and Conditions via an e-mail message. Customer who is a consumer in the meaning of the Civil Code receives confirmation of the agreement on a tangible form, e.g. in a form of an e-mail to an address indicated by the Customer before launch of the application.

5.4 Ordering process in the vehicle

- a) Step 1: Launching an online order in the vehicle  
In the “ConnectedDrive Store” area of the user interface in the vehicle, the customer can find information about the current Services (including terms and prices) that BMW offers in the context of BMW ConnectedDrive. Next, the customer can choose a Service. The order is started when the customer initiates the online ordering process for the Service by clicking on the “Next” button.
- b) Step 2: Customer status



If the customer has already registered with “My BMW ConnectedDrive” and has saved address and payment information there, he/she is only required to enter the username and password on the following screen. Clicking on the “OK” button takes the customer directly to Step 3.

If the customer has not yet registered with “My BMW ConnectedDrive” and/or has not yet saved any address or payment information, the customer must first do this in the “Administration” area of “My BMW ConnectedDrive” before an order can be completed.

c) Step 3: Order overview/changing orders

After logging in, the customer will see an overview page with the complete order and all of the relevant contract information. The customer has the option of cancelling the order transaction by leaving the “ConnectedDrive Store.” If the customer agrees with the order overview, he/she can click on the “Buy now” button to submit a binding order.

d) Step 4: Order information

After completing the order transaction, the customer shall also receive the Description of Services and the General Terms and Conditions via an e-mail message. Customer who is a consumer in the meaning of the Civil Code receives confirmation of the agreement on a tangible form, e.g. in a form of an e-mail to an address indicated by the Customer before launch of the application.

## 5.5 Provision and activation of the Services

Once the customer has clicked on the “Buy now” or “Order now” button, the Service is booked with BMW and forwarded to the activation department. Next, a provisioning file is sent to the vehicle and the Service is activated in the vehicle. As a rule, this process takes just a few minutes.

However, if the data connection is interrupted, the process cannot be completed. In this case, the Service provision shall be delayed accordingly until transmission to the vehicle is possible.

## 5.6 Payment

- a) The stated prices are in RON and include value-added tax.
- b) The customer can pay for fee-based Services using the available payment options in each case.
- c) In the event of a payment delay by the customer, BMW is entitled to suspend or cease provision of the affected Services and to deactivate the customer’s access authorization for the Services in question until the customer has settled the payable liabilities. This deactivation also affects the functionality of the “Intelligent Emergency Call” Service, if available. The customer is considered in payment default if no payment is made within 30 days after the invoice is issued.
- d) The customer may only offset against BMW’s claims if the customer’s counterclaim is undisputed or legally established. The customer may only assert a retention right to the extent that this is based on claims from the contractual relationship with BMW.

## 5.7 Cancellation right for consumers

A customer being a consumer in the meaning of respective provisions of Civil Code shall be entitled to withdraw from the contract within 14 days following the conclusion of the contract for any reason whatsoever and without any costs for the consumer. For that purpose the customer may, but is not obliged to, use a withdrawal from attached to these General Terms and Conditions (see point 8).

## 6. Deactivating the Services, terminating the BMW ConnectedDrive agreement

6.1 The customer can have the SIM card installed in the vehicle deactivated at any time by an authorized BMW retailer, a BMW branch or an authorized BMW repair shop. Deactivating the SIM card deactivates all of the booked ConnectedDrive Services, including the basic Services. Deactivation will also cause the Intelligent Emergency Call function in the vehicle to be deactivated, if available. The “Legal Emergency Call”, cannot be disabled at the request of the customer.

6.2 BMW and the customer can terminate the BMW ConnectedDrive agreement (to the extent that an open-ended term applies to this agreement as per 3.2) as well as any open-ended Service at any time, with six weeks’ notice. Otherwise, for fixed terms, termination is possible with six weeks’ notice to the end of the term if the term would otherwise be automatically renewed, by stating the lack of will to continue the agreement.

## 7. Sale or permanent transfer of the vehicle

7.1 The customer is not entitled to transfer its existing BMW ConnectedDrive agreement with BMW to a third party without BMW's permission. This also applies in the event that the customer sells or transfers the vehicle.

7.2 In the event of a sale or permanent transfer of the vehicle to a third party, the customer shall ensure that all personal data saved in the vehicle have been deleted. In addition, the customer must remove the link between the vehicle and the customer's user account via "My BMW ConnectedDrive."

7.3 The customer must inform the third party to whom he/she is selling or transferring the vehicle about all active and deactivated services.

7.4 In the event of a sale or transfer for a long-term use of the vehicle to a third party, the customer shall also have the right, in addition to the termination option as per point 4.2, to terminate a fixed-term Service with six weeks' notice. If the customer terminates a fixed-term Service before the end of the term, the price already paid for this Service shall not be refunded on a pro rata basis.

## **8. Cancellation right for consumers**

If the customer is a consumer in the sense of applicable legislation, the customer shall have a 14-day cancellation right in the event of a contract conclusion as per Point 1 as well as if individual Services are booked. According to the applicable legislation, a consumer is any natural entity who concludes a legal transaction for purposes that cannot be primarily allocated to his or her commercial or independent professional activities.

The following section informs the customer about this cancellation right:

### **Cancellation policy**

#### **Cancellation right**

You have the right to cancel this contract within fourteen days without any explanation.

The cancellation period is fourteen days from the date when the contract is concluded.

In order to exercise your cancellation right, you must inform us (BMW Vertriebs GmbH, Siegfried-Marcus-Strasse 24, 5021 Salzburg, Austria, seat and district court: Salzburg, Fn 63069, acting through its Romanian branch under the business name BMW Vertriebs GmbH Bucharest ( 42-44 Bucuresti-Ploiesti, 013696 Bucharest)) via an unambiguous declaration (e.g. a letter sent by mail, fax or email) of your decision to cancel this contract. You may use the attached sample cancellation form, but this is not required.

You are considered to be within the cancellation period as long as you send the notice exercising your cancellation right before the end of the cancellation period.

#### **Consequences of cancellation**

If you cancel this contract, we must refund all payments we received from you – including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery we offered) – immediately, at the latest within fourteen days after we receive the notice of your cancellation of this contract. We shall use the same payment method to refund the payments that you used for your original transaction, unless explicitly agreed otherwise with you. Under no circumstances shall you be charged fees for this refund.

If you requested the Services to start during the cancellation period, you must pay us an appropriate amount that corresponds to the share of Services already provided by the time you informed us that you would be exercising the cancellation right for this contract, in relation to the total scope of Services described in the contract.

**Sample cancellation form**

(If you wish to cancel the contract, please complete this form and send it back to us.)

To BMW Vertriebs GmbH, acting through its Romanian affiliate BMW Vertriebs GmbH limited liability company, BMW Customer Support ConnectedDrive, E-Mail: infobmw@bmw.ro:

- I/we (\*) hereby cancel the contract that I/we (\*) concluded with regard to the purchase of the following goods (\*)/the provision of the following Service (\*) –
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notifications on paper)
- Date

\_\_\_\_\_

(\*) Please strike out where not applicable.

**9. Contact**

BMW Customer Service can be reached by email at infobmw@bmw.ro.

The BMW ConnectedDrive Hotline is available from Monday to Friday from 9 am to 6 pm on the phone number +40 312 269 269.

**10. Liability**

10.1 Within the legal stipulations, BMW does not assume any liability for the accuracy or up-to-date nature of data and information provided about the Services.

10.2 Within the legal stipulations, BMW shall not be liable for the consequences of disruptions, interruptions and functional impairments to the Services, particularly the cases described under 2.3 and 2.4.

10.3 In the event of slight negligence, BMW shall only be liable if significant contractual obligations (cardinal obligations) are violated, for instance those imposed upon BMW in terms of content and purpose or the fulfilment of which allows the contract to be properly executed and upon the fulfilment of which the customer regularly relies and may rely. This liability is limited to the typical foreseeable damages at the time when the contract is concluded.

10.4 The personal liability of BMW's statutory representatives, vicarious agents and employees for damages that they cause through slight negligence is also limited to the scope described in the above section.

10.5 BMW's liability in the event of a defect being fraudulently concealed, based on the assumption of a guarantee or procurement risk, and based on the Product Liability Act, shall remain unaffected hereby. Liability limitations shall not apply in the event of intent, gross negligence, or a loss of life, bodily injury or damages to health.

**11. Data processing and data privacy**

11.1 Data entered by the customer in the context of "My BMW ConnectedDrive" or the "BMW ConnectedDrive Store" is automatically encrypted using the SSL protocol (Secure Sockets Layer protocol). SSL is the industry standard for transmitting confidential data via the internet.

11.2 BMW shall collect, save and use personal data provided by the customer within the scope of the statutory provisions, to the extent that this is necessary for establishing, designing the content of or modifying the contractual relationship, and for using as well as invoicing the Services. Details about the processing of personal or vehicle related data within the scope of the individual Services can be found in the Description of Services and at [www.bmw.ro](http://www.bmw.ro).

11.3 The customer shall immediately report to BMW any changes to his/ her personal data that will affect the contractual relationship and the invoicing of the Services.

11.4 Usage data required for proper invoicing of the Services (invoicing data) may be saved and used by BMW after the end of the usage transaction until the invoicing is completed. Where necessary for the purpose of discovering and preventing the improper use of Services, customer and transaction data may be processed and also saved after the end of the usage transaction, where applicable.

11.5 Data obtained from the use of the Services may also be analyzed for quality control purposes, but only in completely anonymous form.

## **12. Place of jurisdiction and applicable law**

12.1 A court in Romania shall have exclusive jurisdiction for claims resulting from relations with entrepreneurs. Jurisdiction for claims resulting from relations with costumers shall be set in accordance with general provisions of law

12.2 All disputes arising from or on the basis of this contractual relationship shall be subject to Romanian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall only apply to the extent that it does not deprive the consumer of any binding applicable consumer protection regulations in the state where the consumer has his/her usual place of residence at the time of the order.

Rev.: November 2018

## **BMW / BMWi ConnectedDrive Services / MINI Connected Services**

The following services or service bundles are available in Romania. The service bundles may include different services depending on the technical capabilities / equipment of your vehicle. Click on the services to display further details.

- BMW; BMWi; MINI; [Apple CarPlay® Preparation](#)
- BMW; BMWi; MINI; [Concierge Services](#)
- BMW; BMWi; MINI; [Customer Hotline](#)
- BMWi; MINI; [eDrive Services](#)
- BMW; BMWi; MINI; [Legal Emergency Call](#)
- BMW; BMWi; MINI; [My InfoBMW;](#)
- BMW; BMWi; MINI; [USB Navigation Map Update](#)
- BMW; BMWi; MINI; [Real Time Traffic Information](#)
- BMW; BMWi; MINI; [Remote Services](#)
- BMW; BMWi; MINI; [Teleservices](#)
- BMW; BMWi; MINI; [Vehicle Apps - BMW/MINI Online](#)
- BMW; BMWi; [Anonymous evaluation of sensor data and usage information for data quality enhancements and product development](#)
- BMW; BMWi; [Connected+](#)
- BMW; [Digital Key](#)

### **Runtime of Services**

If you bought Services with the order of a new vehicle BMW/ BMWi /MINI (ex-factory) the following terms will apply. Service can be extended via the BMW ConnectedDrive Store / MINI Connected Store, if available.

#### **Service Duration: Lifetime**

Service runs for the lifetime of the vehicle

#### **Service Duration: 3 Years**

Service runs for a period of 3 years and can be extended

#### **Service Duration: 1 Year**

Service runs for a period of 1 year and can be extended

#### **Service Duration: 3 Months**

Service runs for 3 months and can be extended

#### **Teleservices (6AE)**

BMW, BMWi: Teleservices [Lifetime], Anonymous evaluation of sensor data and usage information for data quality enhancements and product development [Lifetime]

MINI: Teleservices [Lifetime]

#### **ConnectedDrive Services (6AK)**

BMW, BMWi, MINI: Customer Hotline [Lifetime], My Info [Lifetime], Vehicle Apps - BMW/MINI Online [3 Years]

#### **eDrive Services (6AG)**

BMWi, MINI: eDrive Services [3 Years]

#### **Legal Emergency Call (6AF)**

BMW, BMWi, MINI: Legal Emergency Call [Lifetime]

#### **Real Time Traffic Information (6AM)**

BMW, BMWi, MINI: Real Time Traffic Information [3 Years]

#### **Concierge Services (6AN)**

BMW, BMWi, MINI: Concierge Services [3 Years]

#### **Remote Services (6AP)**

BMW, BMWi, MINI: Remote Services [Lifetime]

#### **Digital Key (322)**

BMW: Digital Key [1 Year]

#### **Live Cockpit (6U1)**

BMW: Legal Emergency Call [Lifetime], My Info [Lifetime], Teleservices [Lifetime], Vehicle Apps - BMW/MINI Online [3 Years], Anonymous evaluation of sensor data and usage information for data quality enhancements and product development [Lifetime], Connected+ [3 Years]

#### **Live Cockpit Plus (6U2)**

BMW: Legal Emergency Call [Lifetime], My Info [Lifetime], Teleservices [Lifetime], Vehicle Apps - BMW/MINI Online [3 Years], USB Navigation Map Update [3 Years], Anonymous evaluation of sensor data and usage information for data quality enhancements and product development [Lifetime], Connected+ [3 Years]

#### **Live Cockpit Professional (6U3)**

BMW: Legal Emergency Call [Lifetime], My Info [Lifetime], Teleservices [Lifetime], Vehicle Apps - BMW/MINI Online [3 Years], USB Navigation Map Update [3 Years], Anonymous evaluation of sensor data and usage information for data quality enhancements and product development [Lifetime], Connected+ [3 Years]

#### **Connected Package (6C1)**

BMW: Concierge Services [3 Years], Remote Services [3 Years]

#### **Connected Package Plus (6C2)**

BMW: Concierge Services [3 Years], Remote Services [3 Years], Real Time Traffic Information [3 Years], Apple Carplay Preparation [1 Year]

#### **Connected Package Professional (6C3)**

BMW: Concierge Services [3 Years], Remote Services [3 Years], Real Time Traffic Information [3 Years] Apple Carplay Preparation [1 Year], Intelligent Functions [3 Years]

#### **Services Purchased Online**

The service bundles or services can be bought with the initial vehicle order or can be bought / renewed at a charge separately via “My BMW ConnectedDrive” / “My MINI Connected” website. Lifetimes of 12 months, 6 months and 1 month are available for renewal of the contract.

#### **Availability of the service outside your home country**

When you travel outside your Home Country your BMW ConnectedDrive / MINI Connected services (as shown in section 1 of this service list) will work in the following countries.

#### **Teleservices**

Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom

#### **Concierge Services**

Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Russia, Spain, Slovakia, Slovenia, Sweden, Switzerland, United Kingdom

#### **Real Time Traffic Information**

Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom

#### **Remote Services**

Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom

#### **Connected+**

Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom

#### **Digital Key**

Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom

#### **Vehicle Apps - BMW/MINI Online**

Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom

#### **How-to deactivate**

You can have the BMW ConnectedDrive / MINI Connected basic services deactivated through an authorized BMW or MINI dealer, a BMW / MINI subsidiary or a BMW / MINI authorized workshop at any time. Deactivation of these Services also deactivates the vehicle's built-in SIM card. This also has the consequence that the emergency call in the vehicle as well as all remaining Services will no longer function.

You can additionally arrange for the remaining Services to be deactivated via “My BMW ConnectedDrive” / “My MINI Connected”.

If the vehicle is equipped with the legally required EU Emergency Call (as from April 2018 only relevant for BMW and BMWi) a deactivation of the BMW ConnectedDrive basic services will not deactivate the vehicle's built-in SIM card. It has to remain active, so that the EU Emergency Call is functional all the time.