

BMW UK

Terms & Conditions **BMW ConnectedRide**

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1. BMW Digital Services and BMW Connected Ride Contract

- 1.1 BMW UK, Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "BMW") provides the customer with vehicle related information, auxiliary services (hereinafter altogether "Services") under the name "BMW ConnectedRide" in accordance with these General Terms and Conditions of Business and Use (hereinafter "Terms and Conditions").
- 1.2 The current version of these Terms and Conditions of Business and Use can be viewed, saved and printed out at any time at <https://www.bmw-motorrad.co.uk/en/public-pool/content-pool/legalnotice.html> Any amendments to these Terms and Conditions of Business and Use shall be published at least six weeks before their intended date of entry into force and, where BMW is able to contact the customer, shall be notified to the customer. If the customer has agreed an electronic communication channel with BMW (e.g., via the "My BMW Portal"), the changes can also be communicated in this way. They become part of the contract if the customer does not object before the intended date of entry into force of the changes.
- 1.3 In order to make Services available to the customer, the conclusion of a BMW ConnectedRide contract between the customer and BMW is required. The BMW ConnectedRide contract constitutes the framework agreement between BMW and the customer and provides access to the BMW digital base Services (standard equipment) (hereinafter "Base Services") as set out in the equipment list of the respective BMW vehicle (hereinafter "Motorcycle") for the customer without any additional payment obligation.
- 1.4 Additional Services under the BMW ConnectedRide contract can be booked (depending on the selected Vehicle equipment) when purchasing the Motorcycle. If the customer orders a Motorcycle from its seller (BMW authorized dealer or BMW subsidiary) with the standard or optional equipment required for a specific Service, the seller delivers at the same time a BMW offer to conclude a BMW ConnectedRide contract for the use of Services for the customer to accept.
- a) If any Service is part of the standard equipment of the new Vehicle, the BMW ConnectedRide contract between the customer and BMW comes into effect at the same time as the purchase contract for the new Motorcycle between the customer and the seller.
- b) If all Services are exclusively part of the optional equipment of the new Motorcycle, the BMW ConnectedRide contract between the customer and BMW comes into effect when the first Service is activated by BMW after the first registration of the new Motorcycle.
- 1.4 The customer receives a declaration of acceptance for the Services booked with the Motorcycle purchase in addition to the order confirmation. If the customer does not receive an express declaration of acceptance, acceptance is granted by activation of the respective Service.
- 1.5 The customer may have the SIM card installed in the Motorcycle deactivated at any time by an authorized BMW dealer, a BMW subsidiary, or an authorized BMW workshop. The deactivation of the SIM card disables all Services.
- If the customer requests such deactivation of the SIM card before the new Motorcycle is handed over, this is recognized as withdrawal from the concluded BMW ConnectedRide contract.
- 1.5 For cancellation rights as a consumer please see section "Right of cancellation for consumers".

2. My BMW Motorrad Portal

- 2.1 BMW in addition provides the customer with the My BMW Motorrad Portal free of charge in accordance with these Terms and Conditions.

2.2 The use of the My BMW Motorrad Portal requires the creation of a BMW ID by the customer.

3. Description 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 and as an appendix to these Terms and Conditions (hereinafter "Service Descriptions"). The costs of the Services are shown by BMW during the booking process either for an individual Service or for several Services together.

3.2 The Services are provided via an online data connection enabled by a SIM card installed in the Vehicle and are dependent on the functionality and operation of the mobile network for the installed SIM card. Some Services require an online data connection permanently, other Services only temporarily. The Services are therefore in some cases spatially limited to the reception and transmission of the radio stations for the respective network. The Services can therefore also be affected by physical hindrances, in particular by atmospheric conditions, topographical features, the position of the Vehicle and obstacles such as bridges and buildings.

3.3 Disruptions to the Services may result from force majeure including strikes, lockouts, and official orders, as well as from technical and other measures that are necessary, for example, at the facilities of BMW, the suppliers of traffic data or the network operators for proper operation or improvement of the Services (e.g., maintenance, repair, system-related software updates, extensions). Service disruptions may also result from short-term capacity bottlenecks due to peak loads on the Services or from disruptions in the area of third-party telecommunications systems. BMW shall make all reasonable efforts to remedy such faults and any faults caused by malfunctions of the software relevant for the Service stored in the customer's Vehicle (so-called bugs) or to work towards their elimination without undue delay.

4. Use of the Services

4.1 The customer may not use the Services for illegal purposes and will ensure that third parties do not do so either. The customer is not entitled to pass on the data and information received within the use of the Services to third parties for commercial purposes or to process them further.

4.2 The customer bears the costs of misuse of Services (e.g., the emergency call).

4.3 The BMW ConnectedRide contract between BMW and the customer as well as the Services booked by the customer are vehicle-bound and cannot be transferred to or used in another vehicle.

5 Sale or permanent transfer of the vehicle

5.1 The customer may not transfer its existing BMW ConnectedRide contract to a third party without the consent of BMW, even if the customer sells or permanently transfers his/her Vehicle to a third party.

5.2 If the Motorcycle is sold or permanently transferred to a third party, the customer must end the link between the Motorcycle and his/her user account via the Motorcycle itself (see user manual) or the BMW Motorrad Connected App delete all personal data stored.

5.3 The customer is obliged to inform the third party to whom he/she sells or permanently transfers his/her Vehicle of all active and deactivated Services.

6. Duration and Termination of the BMW ConnectedRide contract and Services

6.1 The BMW ConnectedRide contract shall be concluded for an indefinite duration. The customer can terminate the BMW ConnectedRide contract at any time with a one-month notice period. In this case, all Services with indefinite duration end with the BMW ConnectedRide contract.

BMW can terminate the BMW ConnectedRide contract with a one-month notice period at the earliest 5 (five) years after its conclusion. In case of a termination, the BMW ConnectedRide contract remains in force and effect for any ongoing

Service with limited duration until the term of the respective Service has lapsed and/or for any Service with an indefinite duration until such can be terminated.

- 6.2 Base Services are concluded with an indefinite duration. The duration of any additional Service is determined by the individual contract for the respective Service.
- 6.3 A Service with an indefinite duration can be terminated with a one-month notice period by the customer at any time and by BMW at the earliest 5 (five) years after its commencement, in each case without any reimbursement.
- 6.4 Services can be deactivated by the customer at any time by having the SIM card deactivated, thereby suspending the obligation of BMW to provide affected Services without any reimbursement for the time of such deactivation. This does not apply to legally required functions or provisioning of data.
- 6.5 BMW may suspend, cancel or terminate Services or the BMW ConnectedRide contract as a whole in the event of the customer being or becoming subject to sanctions (any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities (in particular the United Nations Security Council, the European Union, Her Majesty's Treasury)). Such right can only be exercised, if BMW is no longer permitted to provide the respective Services to or to continue the BMW ConnectedRide contract with the customer. To the extent the respective Services have already been paid by the customer, the customer is entitled to claim an adequate refund regarding the unused/cancelled Service provided that BMW has received the approval from the competent authority (to the extent required under the applicable sanctions).

7. Contact

The BMW customer service can be reached at customer.service@bmw.co.uk.

8. Liability

- 8.1 If a Service is defective, the customer has the statutory warranty rights applicable to digital products (or, as applicable, goods with digital elements), unless stipulated otherwise.
- 8.2 BMW accepts no liability for the accuracy and currency of the data and information transmitted via the services.
- 8.3 BMW shall not be liable for the consequences of malfunctions, interruptions, and functional impairments of the services.
- 8.4 Subject always to Sections 8.1, 8.2 and 8.4, in no circumstances shall BMW or its employees or agents be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill or loss (whether direct or indirect) of anticipated savings or wasted expenditure in connection with this contract.
- 8.5 Nothing in this Section 8 shall exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be unlawful to exclude liability.

9. Data processing and security

- 9.1 BMW collects, stores, and uses personal data and non-personal data of its customers to the extent necessary to provide the respective Service or based on other adequate legal bases (e.g., consent). An overview of each Service including the processed data categories can be found in the respective Service Description (annexed to these Terms and Conditions). Details on the processing of personal data and non-personal can be viewed in the separate Legal Notices on Data Protection.

- 9.2 The customer must inform BMW immediately of any changes to personal data relating to the contractual relationship and the invoicing of Services.
- 9.3 For some functions, only the customer can decide and control whether and to what extent these are activated and can be used in connection with the Vehicle. Some of these functions may also affect other vehicle users and their data. In this case, the customer must inform the other vehicle users about the processing of their data, e.g., by referring to the Legal Notices on Data Protection.

10. Right to modify

- 10.1 BMW reserves the right to modify the scope of the BMW ConnectedRide contract, provided that both such modification is reasonable for the customer with regard to the overall scope of the agreed contract and as far as such modification is necessary to adapt to changes of the legal situation or technical requirements for BMW or for operational reasons. In the event of a more extensive modification of the scope of the BMW ConnectedRide contract, of which the customer can be notified in writing or via an electronic communication channel, the customer may terminate the BMW ConnectedRide contract within six weeks of receipt of the notification of the modification and have it deactivated free of charge. The refund is made on a pro rata basis.
- 10.2 A corresponding right to modify applies to the Terms and Conditions. Any such amendments shall be published at least six weeks before their intended date of entry into force. If the customer has agreed an electronic communication channel with BMW (e.g., via E-mail), the amendments can also be communicated in this way. They become part of the Terms and Conditions if the customer does not expressly object to BMW before the intended date of entry into force of the amendments. BMW will expressly inform the customer of the consequences of not objecting to the amendments in its offer to modify the Terms and Conditions.
- 10.3 BMW may also reasonably modify the scope of a Service, provided that such modification is reasonable for the customer with regard to the overall scope of the agreed Service and such modification is made for a valid reason e.g., to adapt changes to the legal situation, to adapt the digital content or digital services to a new technical environment or for other important operational reasons or technical requirements for BMW). The customer will be notified in writing or via an electronic communication channel about the modification. The customer may terminate an affected Service within 30 days of receipt of the notification of the modification if such modification impairs the use of the Service except if the impairment is insignificant.

11. Jurisdiction / Applicable law

- 11.1 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
- 11.2 Each of the customer and BMW irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

12. Right of cancellation for consumers

Right of cancellation:

If you are a consumer, you have the right, within fourteen days after this contract is entered into, to cancel this contract without giving reasons.

In order to exercise your right of revocation, you must inform us (BMW UK, BMW Customer Information Centre, Phoenix One, 59- 63 Farnham Rd, Slough, SL1 3TN, e- mail: bmwconnecteddrive@bmw.co.uk) by means of a clear statement (e.g. a letter sent by post or e- mail) of your decision to cancel this contract. You can use the model cancellation form below for this purpose, but this is not mandatory.

Consequences of cancellation:

If you cancel this contract, we will reimburse you for all payments we have received from you, including delivery charges (except for additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notification of your cancellation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the services commence during the cancellation period, you will pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation compared to the total amount of services provided for in the contract.

Cancellation form

(If you want to cancel the contract, please fill out this form and return it.)

By post to: BMW UK, BMW Customer Information Centre, Phoenix One, 59- 63 Farnham Rd, Slough, SL1 3TN.

Or via e- mail to: bmwconnecteddrive@bmw.co.uk

- I/we (*) hereby give notice that we cancel our contract for the supply of the following services
- Ordered on (*)/received on (*)
- Vehicle VIN number
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of communication by paper)
- Date

(*) Delete as applicable.

