

Mercedes me connect Application Terms of Use & Privacy Policy

Effective: November 12, 2020

App Description

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

Features and functions of the app may vary depending on your vehicle's equipment and your subscription services. Use of the app requires an active Mercedes me user account, which is free of charge. You also need to have accepted the applicable terms of use, which you can view on the Mercedes me connect portal along with other information. Some features available for vehicles and controlled via the Mercedes me connect app may not be available for Sprinter Vans at this time or in the future. Mercedes me connect services are only designed to work with a vehicle's factory configuration and genuine Mercedes-Benz Parts. Mercedes me connect services or the Mercedes me connect App may not function in connection with a vehicle that is not factory-configured or with parts of a vehicle that are not genuine Mercedes-Benz Parts.

FOSS Information

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

FOSS Name	Version	Type of delivery	Type of source code intergration	Link to Homepage	Link to ohloh.net	License Name (incl. Version)	SPDX-ID
Alamofire		binary	NONE	http://alamofire.org		MIT License	MIT
AlamofireImage		binary	NONE	http://alamofire.org		MIT License	MIT
AppAuth		binary	NONE			Apache License 2.0	Apache-2.0
BitByteData		binary	NONE			MIT License	MIT
Charts		binary	NONE			Apache License 2.0	Apache-2.0
CryptoSwift		binary	NONE	https://github.com/kryzanowskim/CryptoSwift		CryptoSwift	0
DarklyEventSource		binary	NONE	http://github.com/neilco		MIT License	MIT

Eigen		binary	NONE	Jumio Corp.		Mozilla Public License 2.0	MPL-2.0
Firebase		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
FirebaseAnalytics		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
FirebaseCore		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
FirebaseCoreDiagnostics		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
FirebaseCoreDiagnosticsInterop		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
FirebaseInstallations		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
FirebaseInstanceId		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
GoogleAppMeasurement		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
GoogleDataTransport		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
GoogleDataTransportCCTSupport		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
GoogleUtilities		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0
GzipSwift		binary	NONE			MIT License	MIT
JWTDecode		binary	NONE	http://auth0.com		MIT License	MIT
KeyChainAccess		binary	NONE			MIT License	MIT
Keys		binary	NONE			MIT License	MIT
lotte-ios		binary	NONE	Airbnb, Inc		Apache License 2.0	Apache-2.0
nanopb		binary	NONE	jpa at nanopb.mail.kapsi.fi		zlib	0
Nimble		binary	NONE	Quick Team		Apache License 2.0	Apache-2.0
PromisesObjC		binary	NONE	Google LLC		Apache License 2.0	Apache-2.0

PureLayout		binary	NONE	TylerFox		MIT License	MIT
Quick		binary	NONE	Quick Team		Apache License 2.0	Apache-2.0
Realm		binary	NONE	Realm Inc		Apache License 2.0	Apache-2.0
RealmSwift		binary	NONE	Realm Inc		Apache License 2.0	Apache-2.0
RxCocoa		binary	NONE	Krunoslav Zaher		MIT License	MIT
RxRelay		binary	NONE	Krunoslav Zaher		MIT License	MIT
RxSwift		binary	NONE	Krunoslav Zaher		MIT License	MIT
SkeletonView		binary	NONE	Juanpe Catalan		Apache License 2.0	Apache-2.0
StarScream		binary	NONE	Dalton Cherry		MIT License	MIT
SWCompression		binary	NONE	Timofey Solomko		Apache License 2.0	Apache-2.0
SwiftGen		binary	NONE	SwiftGen		MIT License	MIT
SwiftKeyChainWrapper		binary	NONE	Jason Rendel		MIT License	MIT
SwiftLint		binary	NONE	Realm Inc		MIT License	MIT
SwiftProtobuf		binary	NONE	Apple Inc.		Apache License 2.0	Apache-2.0
SwiftBeaver		binary	NONE	Sebastian Kreuzberger		MIT License	MIT
TrustKit		binary	NONE	Data Theorem, Inc.		MIT License	MIT
ZipFoundation		binary	NONE	Thomas Zuechling		MIT License	MIT
SwipeCellKit		binary	NONE	Jeremy Koch		MIT License	MIT
SwiftJSON		binary	NONE	Ruoyu Fu		MIT License	MIT

Third Party Content

By using the App, the user accepts the applicable terms and conditions for the following third-party content and software. Other terms may apply.

1. Map data provided by HERE Europe B.V.
Terms: <https://legal.here.com/us-en/terms>
Privacy: <https://legal.here.com/us-en/privacy/policy>
Security: <https://legal.here.com/us-en/security>
Copyright 1987 - 2020 © HERE.
All rights reserved.
2. Parking data provided by Parkopedia Limited
Policies: <https://www.parkopedia.com/policies/>
Terms: <https://www.parkopedia.com/terms-and-conditions/>
Copyright 2020 © Parkopedia.
All rights reserved.
3. JumioMobileSDK - Online authentication provided by Jumio UK Limited
Terms: <https://www.jumio.com/legal-information/terms-and-conditions/>
Privacy: <https://www.jumio.com/legal-information/privacy-policy/>
Security: <https://www.jumio.com/jumio/technology-and-security/>
Copyright 2020 © Jumio UK Limited.
All rights reserved.
4. LaunchDarkly Feature Toggling provided by Catamorphic Co
Terms & Policies: <https://launchdarkly.com/policies/>
Security: <https://launchdarkly.com/security/>
Copyright 2016 Catamorphic, Co.
All rights reserved.
5. Google Analytics for Firebase
Copyright Google Inc.
[Google Analytics for Firebase Terms of Service](#)
[Google Analytics for Firebase Use Policy](#)
[Google Ads Data Processing Terms](#)

Provider Information

Mercedes-Benz USA, LLC
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USA

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Email: me-connect.usa@cac.mercedes-benz.com

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Terms of Use

1. Introduction

1.1 Publisher and Provider

The App is provided to you by Mercedes-Benz USA, LLC ("MBUSA" or "Provider") and is available in an app store ("Platform") operated by the Platform Operator. These Terms establish an agreement between you and MBUSA. By downloading, accessing, or using the App, you agree to the Terms. If you do not agree to the Terms, you may not use the App. The Platform Operator is not contractual partner of the User regarding the App or its content. Additional terms presented to and/or agreed to by you may apply, including but not limited to the Terms of Use for Mercedes me connect services.

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

Your use of the App may also be subject to the terms and conditions of any service agreement with your wireless carrier and to the terms and conditions effective between you and Platform Operators.

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

1.2 User of the App and Purpose of the Use

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

1.3 Function and Purpose of the App

The function and the purpose of the App are described under [App Description](#).

1.4 Registration

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

2. Usage Rights

2.1 Scope of Rights

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

Provider grants you a non-exclusive, non-sublicenseable, nontransferable, and revocable right to use the App free of charge in accordance with the Terms for personal use only. This license does not allow you to use the App on a device that you do not own or control without permission of the device owner, and you may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not rent,

lease, lend, sell, or redistribute the App. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates to the App, or any parts thereof. You may not remove any proprietary notices, labels, or marks from the App or take any action that would cause the App or its associated information to be placed in the public domain. You may not use the App for any commercial purpose or attempt to circumvent any security or access controls associated with the App.

2.2 Usage Rights for FOSS

The App may contain parts of free and open source software (“FOSS”). For those components the [Information and Terms for FOSS Information](#) for FOSS Information have priority over this terms. For a list of the FOSS integrated into this app, [please click here](#).

2.3 Third Party Content

The App may contain or use third party software or content. For those components the INFORMATION AND TERMS FOR [Third Party](#) CONTENT have priority over these Terms. As far as rights are granted by a third party provider directly, you are entering into an agreement under the applicable terms with the third party provider regarding the use of the third party content when agreeing to the Terms. In case of a breach or violation of that agreement the third party provider may raise claims against you. For more information, including a list of our third party partners’ terms and related policies to which you may be subject, [please click here](#).

2.4 Expiration of Usage Rights

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

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

2.5 Waiver and Assignment

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

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

3. User Obligations

3.1 Responsibilities

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

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

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

3.2 Obligation to Inform about Disruptions and Securities

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

3.3 Acceptable Use

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

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

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

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

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

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

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

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

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

4. Communications

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

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

5. Disclaimer of Warranties

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

PROVIDER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION TO PROVIDER IS AT YOUR OWN RISK. PROVIDER DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

SOME OF THE CONTENT, PRODUCTS, AND SERVICES AVAILABLE THROUGH THE APP MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT PROVIDER ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS, OR SERVICES.

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

6. Liability

6.1 Liability of Publisher and Provider

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

6.2 Indemnity

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

7. Additional Provisions

7.1 Subject to Change

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

7.2 Invalidity of Individual Clauses

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

7.3 Applicable Law

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

7.4 Dispute Resolution

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

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

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

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

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

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

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

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

8. Platform Conditions

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

8.1 Apple

- 8.1.1 These Terms constitute an agreement between you and Provider only and not with Apple. Apple does not assume any responsibility for the App, but is - in case of a breach of the Terms - entitled to raise claims against you (Apple is in so far beneficiary to the Terms).
- 8.1.2 Provider grants you the right to use the App only on iOS-devices that are owned or operated by you and in accordance with the App Store EULA.
- 8.1.3 Apple is in no way obliged to provide any maintenance or support services with regards to the App.
- 8.1.4 Apple does not assume any responsibility for the review, defense, settlement, or satisfaction of claims resulting from the infringement of third party intellectual property rights.
- 8.1.5 Apple is not obliged to react on claims brought against Apple by you or a third party in connection with the App or the property and/or the use of the App. This applies among others for the following claims: (a) product liability claims; (b) claims on the basis of assertion that the App is in breach of legal or regulatory provisions and (c) consumer protection claims or similar laws and regulations.
- 8.1.6 If the App does not satisfy an applicable warranty or guarantee, you are entitled to inform Apple, so that Apple may reimburse you the purchase price, if applicable. As far as legally permissible, Apple does not assume any warranty regarding the App.
- 8.1.7 Apple and its subsidiaries are beneficiaries of the Privacy Policy and these Terms and are, after acceptance by you, therefore entitled to (and this right is deemed to have been accepted) derive rights from these Terms and raise claims against you.

Privacy Policy

1. Privacy Policies

Last Updated November 2020

MBUSA appreciates your interest in the Mercedes me app (the "App"). The protection of your privacy in the processing of your personal information is an important concern and we want you to feel comfortable using our App. Personal information collected during your use of our App is processed by us according to the legal provisions

valid for the countries in which the App is maintained. Our data protection policy is also based on the Data Protection Policy (<https://www.daimler.com/data-protection-policy>) applicable to Mercedes-Benz AG.

1.1 Collection and processing of Personal information

App usage information: information about how you use the App, such as which content you view.

Device information: technical information about your device, such as ip address, device type, device operating system and version, and device identifiers (e.g., MAC address).

We may use the information we collect to:

- Provide the Mercedes me connect services that you activate
- Operate, customize, improve, and troubleshoot the App
- Maintain the security of the App
- Communicate with you regarding your Mercedes me connect services
- Provide to you MBUSA or third party marketing offers
- Provide emergency response services
- Provide navigation services and help you find destinations that you are looking for
- Confirm vehicle quality
- Help you manage your vehicle service and maintenance
- Activate remote services that you elect to receive
- Improve vehicle safety
- Develop new and better vehicles
- Analyze vehicle trends
- Learn how you and others interact with the vehicle and its systems
- Detect, prevent, and respond to fraud, intellectual property infringement, violations of our terms of use, violations of law, or other misuse of the app.
- Protect our, and our affiliates', rights or business interests.
- We may also use the information we collect consistent with your authorization or consent.
- Geolocation information: we may use geolocation information for the purposes disclosed above. In addition, some mercedes me connect services are primarily location-based. Live traffic, navigation, concierge, car-to-x communications, assist services, parked vehicle locator, vehicle tracker, geofencing, route planning, Mercedes-Benz apps, and product improvement services, for example, involve the collection of geolocation information to determine the location of your vehicle.

Driver behavior information: we may use driving behavior information for the general purposes described above. In addition, some specific mercedes me connect services may involve the collection and use of driving behavior information.

1.2 Cookies

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

Cookies are small data files that will be stored on your mobile device. They can be used to determine whether there has been any contact between us and your end device in the past. Only the cookie on your mobile device is identified. Personal information may only be stored in cookies, if you have consented or if this is technically necessary, e.g. in order to provide a secured login.

By using the App you consent to the use and storage of cookies on your mobile device. The consent regarding the use and storage of cookies may be revoked at any time by uninstalling the App.

1.3 Push Notifications

The App informs you through push notification about features such as remote start, locate vehicle, and account updates. The push notifications may be deactivated and reactivated at any time by changing App or device settings.

2. Analysis of user data

In order to identify User preferences and therefore to further develop and improve the App, we analyze the usage data of the App (App feature usage tracked via Google Analytics). This way the App may be suited/tailored towards the individual needs of the User and the service therefore be improved constantly. By using the App you have consented to this analysis. If information regarding the use of the App should not be stored or analyzed, this functionality may be deactivated or reactivated at any time by/at No deactivation provided. As far as cookies are used for the analysis, their use will no longer be carried out, if the analysis functionality has been deactivated.

3. Sharing of Personal Information

We may share information with any of our affiliates, subsidiaries, including but not limited to Mercedes-Benz Financial Services or our parent company, Daimler Ag, which will use the information subject to their own privacy statements. In addition, we may disclose information:

- To satisfy any requests you may make;
- To emergency and roadside assistance providers (e.g., roadside assistance and 911 emergency response);
- To third party service providers acting on our behalf;
- To business partners that may provide you with services;
- To your Mercedes-Benz dealer;
- To law enforcement if you have requested the stolen vehicle location assistance service; and
- To analytics and search engine providers that help us improve and optimize the app.

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

We may share the information we collect consistent with your authorization or consent. Please note that certain services, such as tracking services and vehicle monitoring, may involve the sharing of information, including geolocation information and driver behavior information, with authorized users of your mercedes me connect services (e.G., household members).

Note that ad networks and similar entities may collect information directly from your device, including data about how you interact with the app, the content and ads you have viewed, and your activities on the app and other mobile applications, websites, and online services for advertising and analytics. We do not honor do not track signals.

Geolocation information: we may share geolocation information to support location-based services, such as live traffic, navigation, tracking, concierge, car-to-x communications, vehicle monitoring, assist services, and product improvement services. When you sign up for these or other services, you may receive additional information about how we share geolocation information in association with the specific services.

Driving behavior information: we may share driving behavior information to support the provision of services, such as tracking services, vehicle monitoring, and product improvement services. When you sign up for these services, you may receive additional information about how we share driving behavior information in association with the specific services.

We may share information that does not reasonably identify you with third parties for any purpose.

4. Security

We use technical and organizational security measures to protect the data supplied by you and managed by us against manipulation, loss, destruction, and access by third parties. Our security measures are continually improved in line with technological developments.

If you have activated the encryption of your device and have set a password/PIN, the App will store personal information in an encrypted form. Should you not use the encryption of your device or if no password/PIN has been set, encryption of personal information cannot be ensured.

5. Changes to this Privacy Policy

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

6. Notice for California residents

Subject to certain limitations, California residents have the following rights:

- Right to know about the processing of your personal information. You may request that we provide you with information about the categories of your personal information that we collect; the specific pieces of personal information that we hold about you, the categories of sources from which we collected the information, our reasons for collecting and sharing the information, and the types of third parties with which we share the information.
- Right to deletion. You may ask us to delete your personal information.
- Right to opt out of sales. As noted below, we may share your personal information with third parties in ways that constitute “sales” under California law. You may request that we not sell your personal information. To do so, click here: [Do Not Sell My Personal Information](#)
- Right to be free from discrimination. We do not and will not discriminate against you for exercising any of the above rights.

If you are a California resident and would like to exercise one of these rights, please contact us at 1-833-808-5050 or visit our website at <https://www.mbusa.com/en/legal-notices/privacy-statement>. Please note that requests are subject to verification and we may collect additional information from you in order to honor your request.

California law requires that we provide you notice of the personal information we collect about you and the sources from which we receive this information. As noted above, we collect information you enter into the App or release from your mobile device. We may collect the following categories of personal information:

- Personal identifiers, such as name, address, telephone number, or email address
- Demographics, such as your gender or age
- Geolocation data
- Device identifiers

- App usage history and information
- Financial information

We may collect personal information from the following categories of sources:

- You
- The devices and platforms you use to access the App
- Our affiliates and business partners

We may share your personal information with authorized Mercedes-Benz dealers and our affiliates. The following categories of your personal information may be shared for our business purposes:

- Personal identifiers
- Device identifiers
- Geolocation data
- Demographics
- App usage history and information
- Financial Information

Under California law, a sale is broadly defined to include any selling, renting, releasing, disclosure, disseminating, making available, and transferring of a consumer's personal information for monetary or other valuable consideration. While we do not provide your personal information in exchange for monetary value, our disclosure of your name and e-mail address to our marketing partners may still qualify as a sale under California law.

7. Contact for Privacy matters

In case of any questions regarding the processing of personal information associated with the App, the User may email the privacy team at myprivacy@mbusa.com. The privacy team will also take care of information requests, suggestions or complaints.

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