

Terms of Use for the Mercedes me connect Services

Version 001.008.002.A.20-4

I. General Part

THESE GENERAL TERMS AND CONDITIONS FOR THE MERCEDES ME CONNECT SERVICES 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 CLAUSE 12 FOR INFORMATION.

The Mercedes me connect information and telematics services involve the collection of personal data, including vehicle geolocation and driver behavior information. These Terms of Use incorporate by this reference the Connected Vehicle Privacy Notice and any other privacy notices presented in association with the Mercedes me connect services.

1. Scope of Application

The following terms of use for the Mercedes me connect services and the Mercedes me connect overview of services ("Overview of Services") issued by Mercedes-Benz USA, LLC ("MBUSA" or "Provider"), (hereinafter "Terms of Use") apply to the provision of Mercedes me connect information and telematic services ("Services") by the Provider and to their use by the Customer. The Overview of Services is a key element of the Terms of Use. In the event of a contradiction between this General Part of the Terms of Use and the Overview of Services, the Overview of Services shall take precedence.

2. Customer, Holder

- 2.1 "Customer" is the person who fulfils the requirements of Clause 4.1 and has accepted these Terms of Use pursuant to Clause 3.1.
- 2.2 "Holder" is the person who is registered owner of the vehicle (with the appropriate government authority).

3. Effective Date of the Terms of Use; Entitlement to Use the Services

- 3.1 Use of the Services requires that the Customer sets up a Mercedes me ID, registers and accepts these Terms of Use online. The Terms of Use shall become effective between the Customer and the Provider when the Customer receives a

confirmation of its acceptance of the Terms of Use, but no later than on the date on which the Customer is able to use the respective Services for the first time.

- 3.2 The Provider is entitled to make changes to the Terms of Use for valid reasons, for example if new technical developments, changes in law, or other similar reasons make this necessary.
- 3.3 Any other amendments and additions to these Terms of Use will be communicated to the Customer in text form (including by email and SMS) at least two months before the date on which the change or amendment takes effect (calculated from the date on which the Customer receives the notification). The amended Terms of Use are deemed to have been accepted if the Customer does not object to them within two months of the receipt of the notification. The Provider will inform the Customer separately of this legal consequence in its notification.

4. Scope of Services

- 4.1 When the Terms of Use enter into effect, the Customer will be entitled to use certain services free of charge for the Customer's personal, non-commercial use. Details can be found in the Overview of Services or the Customer may obtain additional information on the customer portal referred to in Clause 13.2 ("Customer Portal").
- 4.2 The Customer may also acquire the right to use paid services ("Fee-based Services"). The purchase of Fee-based Services is subject to the additionally agreed terms for the sale and use of the Fee-based Services. In the event of conflict between these Terms of Use and the terms and conditions for Fee-Based Services, the provisions of the Fee-Based Service terms shall take precedence, with the exception of Clause 8.5 of this General Part of the Terms of Use.
- 4.3 The Services are intended for use by natural persons whose permanent place of residence (registration address) is in the United States of America or its territories and are either themselves the Holder of the vehicle with which the Services are to be used or are authorized by the Holder to use the vehicle including the Services.
- 4.4 The scope of services, conditions of use, availability and, where applicable, further information are set out in the respective Service Description in the Customer Portal. The scope of Services may vary depending on the vehicle type and equipment. The Provider reserves the right to further develop the Services at any time and to add, change or remove individual functions.
- 4.5 The Services are generally available in the United States of America. If certain Services

- are geographically limited or not available during certain times, this is listed in the Service Description. If a vehicle has been imported from a country other than the United States or the Customer moves with the vehicle outside of the United States, the Services may be impaired or not function at all due to country-specific technical equipment of the vehicle (e.g. communication module) or the country-specific availability of Third-Party Providers.
- 4.6 The Provider shall provide the Customer with the use of a Customer Portal, on which the Customer may set up a private area and manage their Services online ("User Account").
- 4.7 The Customer can link several vehicles (up to a maximum of 20) with their User Account and may unlink these vehicles again at any time. Services are specific to the vehicle for which they are offered and may not be transferred to other vehicles. The connection and disconnection of the vehicle are governed by Clause 5.2.
- 4.8 The Customer may operate and use the Services via the use gateways listed below (collectively "Use Gateways"): a) via the infotainment system in the vehicle, b) online in the Customer Portal, or c) via mobile applications by means of compatible end devices ("Apps" or "App"). The applicable Use Gateway available for each Service is indicated in the respective description of the Service on the Customer Portal. Provider reserves the right to make changes to the Use Gateway in its sole discretion.
- 4.9 The Customer may delete the Apps at any time. If the Apps are deleted, the Customer will no longer have any access to the Services via the Apps. Furthermore, changes made to the compatible end device (e.g. update of the operating system, jail-breaking) could render the Apps unusable.
- Note: Any obligations for payment of the fees for Fee-based Services are not affected by deletion of the Apps or by the described changes to the compatible end device.**
- 4.10 The Customer may activate or deactivate individual Services through the User Account. If a Service is deactivated, then the Service will not be available to the Customer unless and until such Service is reactivated. New Services will only become active when they are activated by the Customer.
- Note: Any obligations for payment of the fees for Fee-based Services or contractual agreements with Third-Party Providers are not affected by a deactivation of the Services.**
- 4.11 If the Customer revokes the purchase of a Fee-based Service, the Provider may deactivate the affected Services.
- 4.12 The Provider also reserves the right to deactivate the Services for security reasons

(e.g. security gaps) or for other important reasons in the Provider's discretion.

- 4.13 The display in the instrument cluster of the vehicle takes precedence over all other information channels, for example, the display via the Customer's Use Gateways. The information displayed in the infotainment system or in Apps is not definitive and may, in full or in part, be incomplete or incorrect or not up-to-date; in addition, it only applies as of the time it is queried. **MBUSA assumes no responsibility regarding whether the information is complete, accurate, current or otherwise available to the Customer.**
- 4.14 Due to the currently available technology, the provision and use of the Services may be subject to certain restrictions and inaccuracies that are beyond the Provider's control. In individual cases there may be discrepancies between the vehicle operating data displayed in the vehicle (e.g. in the infotainment system) and that in the Customer's respective Use Gateway. This applies in particular to the availability of the mobile data connection provided by mobile phone companies, the mobile network, GPS location services via a global navigation satellite system and Internet access. The Services are therefore geographically limited to the transmission and reception areas of the transmission stations operated by the relevant mobile phone companies. The unavailability of the mobile network can in some cases mean that individual Services are not available because the necessary data transfer cannot take place. The Services may also be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g. bridges, tunnels, buildings). The same applies to the GPS coordinates determined on the basis of global navigation satellite systems. Other disruptions, such as network overload, may restrict use of the Internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Services, the mobile and landline networks or the Internet.
- When using data via the mobile telecommunication services, the logged-on users share the available bandwidth. The actual transmission rate is dependent on the total availability of the respective technology, the transmission rate of the server selected for the provision of the relevant Service, the occupancy/capacity utilization of the mobile network by the number of users in the respective mobile radio cell, the distance to the antenna and the movement of the user. Disruptions may also be caused by force majeure, including strikes, lockouts or administrative orders, or result from technical or other measures (e.g. repairs, maintenance,

software updates, enhancements) which need to be carried out on the systems of the Provider or on those of upstream or downstream service providers, content providers or network operators which are necessary in order to ensure that the Services are properly provided or updated.

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

- 4.15 For certain Services (e.g. Internet Radio, Fuel Station Prices, Live Traffic, Car-to-X Communication) the information available via the Service is prepared by third-party content or service providers ("Third-Party Providers") and may be incomplete, incorrect, not current or unavailable in whole or in part. The Provider assumes no responsibility for checking whether the information is complete, accurate or current, or for completing, correcting or updating such information, or for making sure that the information is available or is made available in a certain quality. The Customer is independently responsible for its use of the information and decisions made on the basis of the information; accordingly, the Customer is responsible for checking whether the information is complete, accurate or current and is available or is made available in a quality suitable for any particular purposes.
- 4.16 To prevent malfunctions in the workshop process during a stay in the workshop, Services may be temporarily unavailable or only available to a limited extent. In addition, maintenance and repair work carried out on the vehicle during a workshop visit can generate data that lead to erroneous status messages and diagnosis reports, which may result in the Customer receiving erroneous offers for maintenance services or an erroneous request to arrange a service appointment from the Service Partner. Under certain circumstances, it may be necessary for the Customer to reactivate the services through the User Account after the workshop visit.
- 4.17 The Services require a fully functioning power supply in the vehicle from the vehicle battery. If the Services are used excessively and the vehicle's battery is not intermittently charged by running the engine, or connecting the battery to a power supply (in the case of electric vehicles), this may result in the battery becoming depleted. If the vehicle is left stationary for long periods, this may cause the communication module ("Communication Module") in the vehicle to shut down and thereby disrupt the mobile data connection to

the vehicle until the next time the vehicle is manually started up.

- 4.18 When these Terms of Use enter into effect and the vehicle is connected, a download will occur via mobile data connection and software updates for vehicle components (e.g. comfort systems, locking & security systems, driver assistance systems, chassis & drive systems as well as the vehicle's infotainment system), will be installed automatically without the need for a workshop visit ("Software Update"). The Software Update can be initiated from the vehicle or from the system backend ("Backend") and can improve and enhance functions of the vehicle and the Services, as well as provide or facilitate new functions of the vehicle and the Services, or modify or remove functions of the vehicle and the Services. The Software Update cannot be deactivated by the Customer. Depending on its type and scope, the Software Update will either be carried out automatically without any additional consent required from the Customer, or the Customer will be given the option of confirming or rejecting individual Software Updates; the Customer may reject certain changes or removals. The period of time between the individual Software Updates can vary. There is no right to demand Software Updates.
- 4.19 The Software Updates are subject to the availability and limitations of the mobile network and the equipment in the vehicle. This means that the time it takes to download and install any software can differ from vehicle to vehicle and can take anywhere from a few minutes to several hours. The status is stored in the Backend and shown to the Customer via the Use Gateways.
- 4.20 In some circumstances, the Software Updates may be required for the unimpeded performance and operation of the Services. The Customer is not entitled to obtain the Software Updates by other means (e.g. through the branches and authorized dealers of Provider, collectively, "Participating Partners"). As part of servicing by Mercedes-Benz or Freightliner Sprinter partners who are responsible for providing repair and maintenance services for Mercedes-Benz or Freightliner Sprinter ("Service Partners") or Participating Partners, other measures may be carried out instead of or in addition to the Software Updates. While the Software Updates are downloading and installing, the functionality of the vehicle or individual components (e.g. the infotainment system or Communication Module) may be restricted for a certain period of time. In the unlikely event that a significant technical error occurs during the installation of the Software Update, the functionality may continue to be

restricted and a workshop repair may be needed.

- 4.21 MBUSA assumes no obligation or liability with respect to the accuracy of the vehicle operating data displayed in either the vehicle or the Use Gateway. Further, MBUSA assumes no obligation or liability for any matters relating to a disruption in service resulting from (i) a disruption in mobile data connections provided by mobile phone companies, any mobile networks, global navigation satellite system GPS location services, or internet access; (ii) a depletion in vehicle battery or shut-down of the Communication Module; (iii) or any force majeure event or other technical issue outside of MBUSA's direct control, including any issue related to services provided by any third party. **The disclaimers in this Clause are in addition to any disclaimers for specific Services or features as set forth in the in the "Other Notices" Section of these Terms of Use.**

5. Requirements for Use

- 5.1 The Services are available in newer Mercedes-Benz model series or Freightliner Sprinter vehicles that are fitted with an integrated Communication Module. The Services, or individual features of the Services, may not be available in all models or locations. Some Services require additional optional equipment in the vehicle. Details and any further conditions of use are provided in the respective Service Description on the Customer Portal. Moreover, certain Services are also available for vehicles from older model series. The Customer can obtain information about the model series in which the Services are available from the Participating Partners. For certain functions and Services, the vehicle requires a mobile data connection between the vehicle and the Backend as well as the compatible end device of the Customer. In addition, for certain functions and Services the vehicle must have an infotainment system.

The Services are intended for use only with the factory configuration of the applicable vehicle and may not operate correctly or at all in vehicles "upfitted" with any aftermarket features, configuration or parts. The Provider has no responsibility or liability arising out of any incompatibility of the Services (including any Fee-based Services) with "upfitted" vehicles or aftermarket components or parts.

Note: Any obligations for payment of the fees for Fee-based Services will not be affected by the aftermarket modification of the vehicle.

Further conditions of use are set forth in the description of the respective Service on the Customer Portal.

- 5.2 To enable use of the Services for a vehicle, the vehicle must be connected to a valid User Account. Connection takes place at a Participating Partner's premises or online via the User Account. The Customer can obtain more information on the Customer Portal or from Participating Partners.

Services in the vehicle cannot be activated and used until the vehicle is connected. Each vehicle can be assigned to only one Customer as the main user; additional vehicle users may be registered as "Co-Users" within as set forth in Clause 9.1.

The Customer may disconnect a vehicle either by removing the vehicle from their User Account or by sending a request concerning the disconnection in text form (including by email) to the Mercedes-Benz Customer Assistance Centre (CAC) referred to in Clause 13. The disconnection will deactivate the Services in the relevant vehicle for the Customer.

- 5.3 **Note: Any obligations for payment of the fees for Fee-based Services will not be affected by the disconnection.**

- 5.4 For security reasons, for the use of some Services the Customer may be required to provide proof of identity either through display of an identification document on site at the Participating Partners or online via the App. The Customer will be informed of the necessity of the identity check when activating all Services or the corresponding Service. The Service can only be used by the Customer after a positive identity check. The Provider reserves the right to repeat the identity check at a later date.

- 5.5 In order to use certain Services, which integrate services of Third-Party Providers (e.g. music streaming services), the Customer may be required to accept such third-party's terms and create a user account with such Third-Party Provider ("Third-Party Provider Account"). To use the service of the Third-Party Provider, the Customer's Third Party Provider Account must be linked to the service. The use of the service of the Third-Party Provider by the Customer is subject to the conditions agreed between the Customer and the Third-Party Provider. The Provider assumes no responsibility for the services of the Third-Party Provider.

- 5.6 Use of the Services via Apps requires a compatible end device and a mobile data connection, and the App must be obtained and installed on the compatible end device.

- 5.7 In addition, use of the Services also requires regular updates of the Apps when such updates are available.

6. Fees and Costs

- 6.1 The acceptance by Customer of the Terms of Use is not associated with any fees. The Fee-

based Services are subject to the fees listed in the Mercedes me Store, as updated by Provider from time to time in its sole discretion.

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

Apps are provided to the Customer free of charge. Any costs for the mobile data connection between the vehicle and the Backend are generally borne by the Provider.

The foregoing paragraph does not apply to Services for which the Customer must purchase a volume of data separately from a mobile service provider. The costs for the purchase of the data volume depend on the respective mobile service provider's fees and tariffs.

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

6.3 Any costs for the use of services from Third-Party Providers shall be borne by the Customer.

7. Obligations of the Customer

7.1 The Customer confirms that the Customer is either the owner of the vehicle or that the vehicle's owner has permitted the Customer to use the vehicle and the Services in the vehicle [(e.g. driver of a company car)].

7.2 The Customer confirms that all profile data, (specifically, name, address, email address, mobile telephone number, date of birth), reported to the Participating Partner and entered in the User Account, are correct. The Customer shall inform the Provider of any changes to Customer's profile data without undue delay. The same applies to all other data, which has been provided by Customer voluntarily. For Customers with a vehicle from 'Vehicle Type 3' category, a profile is automatically created with the vehicle link and protected with a PIN.

If the data provided in the Customer Account is incorrect and communication with the Customer is therefore not possible, the Provider reserves the right to suspend or disconnect the Services.

Note: Any obligations for payment of the fees for Fee-based Services will not be affected by the suspension or disconnection of Services.

7.3 The Customer shall without undue delay have the vehicle disconnected from the Services in

accordance with Clause 5.2 if the Customer is no longer entitled to use the vehicle (e.g. because it is sold or the Customer has lost their right to continue using the company or leased car) or if this vehicle has been destroyed.

If the Customer does not fulfil its obligation to disconnect the vehicle and another person successfully accesses the Services or if the Holder or owner of the vehicle reports that the Customer is no longer authorized to use the vehicle, then the Provider may disconnect the vehicle without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under Clause 7.8 is not affected by this Clause.

7.4 The Customer shall keep all access details and passwords necessary to use the Services safe, not disclose them to third parties, and prevent them from being misused. In particular, the Customer should not use the same combination of email address and password for accessing the User Account that is used for other online services. The Customer is responsible for all activities that occur under the Customer's password or User Account. The Customer agrees not to use the User Account or password of another registered user without permission or to disclose the Customer's password to any unauthorized third party. The Customer is obligated to impose the above obligation on any "Co-Users" as defined by Clause 9.1.

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

7.6 If the Customer establishes that the Services have been used in breach of these Terms of Use or that an unauthorized third party has carried out an unauthorized activity on the mobile network provided for the Services, the Customer must inform the Provider accordingly without undue delay via their User Account or by contacting the CAC using one of the methods described in Clause 13.2.

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

7.8 The Customer shall be liable to the Provider for any loss or damage arising from the Customer's or any Co-User's violation of the obligations under these Terms of Use in accordance with applicable law.

7.9 The Customer shall indemnify, defend and hold harmless the Provider and its affiliates and their representatives and Third Party Service Providers, and their employees, from all claims, costs, damage and losses (including the costs of appropriate legal proceedings), which are caused by or arising from a third-party claim against the Provider in connection with a

violation of applicable law, third-party rights, or these Terms of Use.

- 7.10 The Customer is responsible for storing any data as needed on the Customer's compatible end-devices.
- 7.11 If the Customer allows another driver to use the vehicle, the Customer is responsible for informing the other driver about the Services and the associated data collection, processing and transmission prior to departure, obtaining the other driver's consent and advising them of the option to deactivate the Services.

8. Term and Termination

8.1 The Terms of Use will continue in effect until terminated as permitted hereunder. The term of the Services is set forth in the respective Service Description or in the agreement between the Customer and Provider.

8.2 The Provider may terminate these Terms of Use at any time with a notice period of 30 days, but at the earliest on expiry of the last Fee-based Service. Fee-based Services shall end with the expiration of the posted term of use. The Provider will give notice of termination in text form (including by email and SMS).

Notwithstanding the foregoing, Provider reserves the right to change or discontinue any free Services at any time without prior notification or incurring any future obligation, as well as any Fee-based Services provided that such change or discontinuance does not effectively create a significant burden or diminution in value of the Fee-based Services. For other Fee-based Services, Provider will give reasonable advance notice of such change or discontinuance in writing (including email). Technologies change over time so current technologies used by Provider may become obsolete or be replaced by other, different technologies, including different cellular or Wi-Fi signals, which may render any one or more of the Services inoperable with the vehicle. Provider will not be responsible for purchasing the Customer's vehicle and/or cellular device, or updating them with new technologies that might in the future be required to restore operation of Mercedes me connect with the Customer's vehicle.

The Customer may terminate these Terms of Use at any time without notice. The Customer can issue the termination by clicking on the Terms of Use in the User Account, by deleting the User Account or in text form (including email) addressed to the CAC.

Note: Any obligations for payment of fees for Fee-based Services shall not be affected by a cancellation of the Terms of Use or individual Services by the Customer.

Note: The deletion of any App in accordance with Clause 4.9 and the deactivation of the

Services in accordance with Clause 4.10 do not constitute a termination. Notice of termination must be given via the Customer's User Account or in text form (including email) to the CAC.

8.3 If a Customer with a previous domicile in the United States changes domicile to a country that is not the United States, the Services will be terminated and deactivated automatically without notice.

If the Customer uses the Services via the App and, having previously been domiciled in the United States, changes domicile to a country that is not the United States, the Customer may no longer use the Services via the App.

Note: Any obligations for payment of the fees for Fee-based Services will not be affected by a change of domicile.

8.4 Each of the Provider and Customer may terminate these Terms of Use for cause. The Provider shall give notice of termination for cause in text form (including by email and SMS) and the Customer shall do so via their User Account or in text form (including by email) to the CAC.

Note: Any obligations for payment of fees for Fee-based Services will not be affected by a termination of the Terms of Use for cause by the Provider.

8.5 In the event of a termination of the Terms of Use or individual Services, the relevant Services will be deactivated in the affected vehicles. The Customer's User Account shall continue to exist even after the termination of the Terms of Use until it is deleted.

8.6 The Provider may transfer all rights and obligations arising from these Terms of Use to a third party or a local affiliate of Provider ("Contract Transfer"). The Provider shall notify the Customer of the Contract Transfer in advance in text form (including by email and SMS) with a notice period of two months. In this case, the Customer is entitled to terminate the contract with immediate effect within this period of two months after the announcement of the Contract Transfer. The Customer can give the notice of termination via their User Account or in text form (including email) to the CAC.

9. Other Users and Co-User Authorization

9.1 To enable other persons to access Services, the Customer may authorize these other persons as co-users ("Co-Users") in their User Account. To use the Services as Co-Users, these other persons must also hold a User Account and confirm online that the Customer has authorized them.

To use the Services as Co-Users via Apps, these persons must also purchase Apps and install them on a compatible end device.

- 9.2 Co-users are given the possibility to view, operate and use certain Services in the same way, and to operate and use them in the same way as the Customer (e.g. to query the vehicle status and program the auxiliary heating). However, only the Customer is able to purchase and terminate Services, and activate and deactivate Services, as well as connect and disconnect the vehicle. When functions are being programmed, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or from the Co-User. The scope of the Services available for the Co-User may vary.
- 9.3 The Customer can revoke the authorization of a Co-User at any time via their User Account.

10. Liability

- 10.1 **DISCLAIMER.** THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, OR ERROR- FREE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER BEARS THE SOLE RISK OF TRANSMITTING THROUGH THE SERVICES ANY CONTENT, INCLUDING INFORMATION WHICH IDENTIFIES CUSTOMER OR CUSTOMER'S LOCATION. THE PROVIDER'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE TERMS OF USE AND THE PROVIDER DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH THIRD PARTY SERVICE PROVIDERS UNDER THE TERMS OF USE.
- 10.2 Neither the Provider, nor any of its respective affiliates, distributors, dealers, dealer associations, together with their respective employees, agents, directors, officers and shareholders (collectively, "MB Parties") will be liable to the Customer or any other person or entity for any consequential, indirect, incidental, special, reliance or punitive or aggravated damages (including without limitation lost profits, lost revenues, lost savings, goodwill or harm to business, damages for loss of data, income, profits, loss of or damage to property, and third party claims) or any other damages of any kind, arising out of or in connection with, the Services, even if the MB Parties are aware

of the possibility of such damages.

- 10.3 The foregoing limitation applies to all claims, including, without limitation, claims in contract and tort (such as negligence, product liability and strict liability). To the extent that a jurisdiction does not permit the exclusion or limitation of liability as set forth herein, liability is limited to the maximum extent permitted by law in such jurisdiction. The Customer acknowledges that the Customer will be fully liable for all damages resulting directly or indirectly from the use of the Services by or through Customer, including any Co-Users. All claims under these Terms of Use must be brought by the Customer, and Customer hereby agrees to indemnify defend and hold the MB Parties harmless against any claims, demands or allegations initiated by any Co-Users. Insofar as damage is or could be covered by an insurance policy taken out by the Customer, the MB Parties shall not be liable for any such damages suffered by the Customer and Customer waives any and all such claims and damages against the MB Parties and waives rights of subrogation, including on behalf of the insurance carrier.
- 10.4 These limitations of liability apply not only to the Customer, but to anyone using the Customer's vehicle, to anyone attempting to make a claim on the Customer's behalf, and to any claims made by the Customer's family, employees, customers, or others arising out of or relating to the Services. The limitations of liability set forth in this clause do not apply in the event of death or personal injury.

11. Privacy and Data Security

- 11.1 The Provider takes the protection of the personal data of the users of the Services seriously and gives due consideration to the protection of the user's privacy when processing personal data.
- 11.2 Further details concerning the data processing, privacy and data security are provided in the Privacy Notice for the Mercedes me connect Connected Vehicle Services and other privacy notices presented in association with the services.

12. Final Provisions

- 12.1 **DISPUTE RESOLUTION.** ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE TERMS OF USE (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.

- 12.2 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 USE AS A COURT WOULD.
- 12.3 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.
- 12.4 ARBITRATION HEARINGS SHALL BE HELD IN THE STATE OF GEORGIA. IF THIS LOCATION IS NOT CONVENIENT FOR THE CUSTOMER, THE CUSTOMER SHALL INFORM THE PROVIDER. THE PROVIDER 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.
- 12.5 NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF 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, THE PROVIDER 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 THE PROVIDER, IN ADDITION TO ACCEPTING WHATEVER RESPONSIBILITY IS ORDERED BY THE ARBITRATOR, THE PROVIDER 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 THE PROVIDER'S FAVOR, THE PROVIDER WILL NOT SEEK REIMBURSEMENT OF THE PROVIDER'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.
- 12.6 To help resolve any issues promptly and directly, the Customer and the Provider agree to begin any arbitration within one (1) year after a claim arises; otherwise, the claim is waived.
- 12.7 It is important that the Customer understands that by entering into these Terms of Use, the Customer and the Provider 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" Clause. The arbitrator's decision will be conclusive and binding and may be entered as a judgment in any court of competent jurisdiction.
- 12.8 Governing Law; Jurisdiction; Claims. For claims that Clause 12.1 does not require to be resolved by arbitration, each party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of these Terms of Use in the Federal or state courts sitting in the State of Georgia, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Terms of Use must be initiated not later than one (1) year after the claim arose. The Terms of Use shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law principles.
- 12.9 If any provision of the Terms of Use is deemed unlawful or unenforceable by a court of competent jurisdiction, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions.
- 12.10 These Terms of Use, and all other attachments and exhibits, set forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect to such subject matter.
- 12.11 No waiver of any breach or default under the Terms of Use shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on the Provider, any waiver must be in writing.
- 12.12 Customer may not assign these Terms of Use, in whole or in part, without the prior written consent of the Provider, and any assignment in violation of this Clause shall be null and void. The Provider may assign its rights and obligations under the Terms of Use

including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment the rights and obligations of the Provider in the Terms of Use may accrue to, or be fulfilled by, any affiliate, as well as the Provider and/or its subcontractors.

12.13 The terms and conditions contained in the Terms of Use that by their nature are intended to survive the termination of the Terms of Use shall survive the completion of performance and termination of the Terms of Use, including without limitation, Clauses 7-12, and the making of any and all payments pursuant to the Terms of Use.

12.14 The Terms of Use may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. Identity of the Service Provider and Data Controller; Contact Details

13.1 The Services are offered by, and the responsible party is
Mercedes-Benz USA, LLC
1 Mercedes-Benz Drive
Sandy Springs, GA 30328

13.2 Contact details for CAC:
Mercedes-Benz USA, LLC
Customer Assistance Center
1 Mercedes-Benz Drive Sandy Springs, GA
30328 1-800-367-6372

Email address	Tel. no.*
me-connect.usa@cac.mercedes-benz.com	1-888-628-7232

*Free of charge from landline
mobile phone charges may differ

Customer Portal: www.me.mercedes-benz.com

II. Further Provisions for the Mercedes me connect Services

1. Preamble

The Provider has high standards for the quality and safety of its products. As a result it has developed measures and safety precautions for each individual Service. This however does not release the Customer from personal responsibility safe vehicle operation and compliance with applicable laws, especially in the view of the fact that accident events in road traffic are frequently caused by excessive visual distractions from information, communication, and entertainment media and devices while driving.

2. General Notices

- 2.1 Customers who choose to operate and use integrated information systems and communication devices in the vehicle, can be distracted and lose control of their vehicle. Therefore, the Customer uses these systems and devices at the Customer's sole risk and discretion. If safe operation of the vehicle is not possible while using the Services, the Customer should not use the Services while operating the vehicle.
- 2.2 The Customer is responsible at all times for the Customer's own actions. Moreover, these Services do not relieve the Customer of any responsibility and accountability for ensuring the driving capability and road safety of the vehicle. The same applies to any requirements for maintenance and repair work. The Provider does not accept any liability for failure to carry out required maintenance and repair measures.
- 2.3 The laws of the applicable jurisdiction must be observed at all times by the Customer or any Co-User. The Customer should be aware of any laws applicable to the use of cell phones or smart phones in the applicable jurisdiction.
- 2.4 To the extent possible, voice control actions and/or read-aloud functions should be used by the Customer while operating the vehicle. That a Service or feature is available to the Customer while the Customer is operating the vehicle does not mean that the use of such Service or feature is recommended or authorized by the Provider for use while operating the vehicle.
- 2.5 The Provider refers expressly to the operating instructions, including all warnings contained therein, which must be observed by the Customer.
- 2.6 Provider shall not be liable for false or incorrect messages, disturbances, or loss of a connection to the server due to force majeure, technical conditions or other reasons beyond the reasonable control of Provider.

2.7 Status queries in the vehicle through geofencing features may not be reliable despite the available standard of technology. Under certain circumstances, it may not be possible to transmit data in full or in part (e.g. in a parking garage). As a result of this, it is possible that stored commands are not activated because a vehicle status is not received by the Backend correctly or in a timely manner. The Customer is responsible for use of status queries and reliance on any information provided thereby.

2.8 The Provider reserves the right to modify and/or deactivate individual Services at Provider's sole discretion, as well as restrict or deactivate individual Services (for example in the event that a security problem with Third-Party Providers is suspected, in the event of potential damage due to malware or in the event of incompatibilities) and to change the selection of Third-Party Providers, the available data and the available commands.

2.9 Data on the charging progress and charging status may be incomplete, incorrect or not up-to-date in full or in part.

2.10 The Customer is responsible for any equipment not provided by the Provider used in connection with the Services. The Provider shall not be liable for any damages arising from the Customer's use of third party equipment in connection with the Services.

2.11 Devices and objects in the vehicle must always be kept in a manner to prevent injury to the Customer or any vehicle passengers, including in the event of an accident. The Customer is responsible for any devices or other objects in the vehicle. The Provider assumes no liability for any damages that arise from the presence of a device or other object in the vehicle in connection with Customer's use of the Services.

2.12 For vehicles with a mechanical parking brake, the "parking brake applied" status information does not provide information as to whether the parking brake is sufficient.

3. Involvement of Third-Party Providers

The Provider does not have control over, and to the fullest extent permitted by applicable law, assumes no responsibility for, the content, privacy policies, or practices of any Third Party Service Provider.

3.1 Where the information available about the individual Service comes from Third Party Service Providers or Third Party Content Providers, the Provider makes no guarantee relating to the content, accuracy, current validity, completeness and availability. The Provider also accepts no obligation to check the information for accuracy, current validity, completeness and availability, to correct, update or complete the information or to ensure

that the information is available or provided at a specific level of quality. The Provider has no influence on the operation or functionality of the corresponding Third-Party Provider technical applications. The Third-Party Providers may change or discontinue the functionality or individual functions of their services. Some of the functions of the Third-Party Providers/Content Providers may not be available everywhere. Therefore, the Customer has independent responsibility for the use of the information and their decisions made on the basis of the information.

Provider does not guarantee the functionality of any commands made in connection with the Services. Such commands may not be properly executed or may be delayed. The Customer is solely responsible for the definition of commands and links with user accounts of Third-Party Providers. The Customer is obliged to withdraw the Third-Party Provider's activation on the Customer Portal if he learns of security problems with the Third-Party Provider or in the event of loss of their access data at the Third-Party Provider.

4. Special Notices for Individual Services

4.1 Live Traffic Information and Car-to-X Communication

Not all relevant traffic information or dangerous situations are recorded or reported through Live Traffic Information and Car-to-X Communication. The information available through the Services is also generated by other Customers or drivers and a Content Provider, respectively, and the information could be incorrect, incomplete, or not up-to-date in whole or in part. The Provider does not assume any obligation to check the information with regard to completeness, accuracy or current validity, or to complete, correct or update the information. The use of the information by the Customer or driver and any decisions by the Customer or driver based on the said information are made under their own responsibility; accordingly, the Customer and/or driver are responsible for checking whether the information is complete, correct and up-to-date.

4.2 Remote Door Locking and Unlocking

The unattended remote opening of the vehicle increases the risk of theft of the vehicle and of items located inside the vehicle. Provider assumes no obligations or liability for theft of any vehicle or other item under any circumstances. The Customer uses this Service at Customer's own risk and discretion. The Provider accepts no liability for any damages or claims that arise from the Customer's actions of

locking and unlocking of the vehicle or controlling the position of the vehicle's windows remotely, and the Customer shall indemnify and hold the Provider harmless from any third party claims arising from such actions.

The Provider expressly advises that the vehicle key should not be left in the vehicle when the vehicle is unattended.

4.3 Park

The Service only shows available parking spaces. The information provided may, at any time, be inaccurate, incomplete, or not up-to-date. Provider assumes no obligation to correct, complete, or update any information provided. The Customer is responsible for the safe operation of the vehicle and for observing all local conditions (e.g. vehicle height in the parking garage, posted notices prohibiting parking, etc.) In addition, the Customer acknowledges and agrees that Provider shall not be responsible or liable for any loss or damage whatsoever arising from any inability or unsuitability of parking spaces or losses to vehicles or the contents of the same resulting from fire, theft, collision or any other cause arising from the Available Parking Spaces Service.

4.4 Theft Notification and Collision Detection

This Service may not recognize all applications of force upon the vehicle and any alerts generated by the Service may be inaccurate or incomplete, or no alert may be generated. Provider therefore assumes no liability and hereby expressly disclaims any liability in the event that the Service triggers a false alarm or does not detect an impact on the vehicle. The Customer may choose to disable the tow-away protection feature of this Service; however this action will also disable the collision detection. Detection may be restricted for other reasons, e.g. in case of vehicle damage with no impact, a low-speed impact or if the electric parking brake is not detected. The Provider assumes no liability for any damages arising from a false alarm generated by the Service or any failure to generate an alert. Detailed information can be found in the operating instructions.

The Customer always remains responsible for ensuring that their vehicle is roadworthy and free from damage. Provider does not guarantee that the vehicle can still be driven safely or properly.

4.5 Auxiliary Heating/Ventilation

The Customer is responsible for ensuring that the vehicle is not in an enclosed space without adequate ventilation, the exhaust system is unobstructed, the vehicle will not come into

contact with combustible materials, and the vehicle is not damaged in any way. This feature may not be available in all vehicles that are otherwise equipped for the Services.

4.6 **Energizing Coach**

Pulse values are shown in the media display only in the range of 30-140 bpm. The pulse values are not valid for medical purposes but are only informational in nature and at any time may be incomplete, incorrect, or not up-to-date.

4.7 **Remote Engine Start**

This feature may not be available in all vehicles that are otherwise equipped for the Services. The Customer is responsible for ensuring that the vehicle is not in an enclosed space without adequate ventilation, the exhaust system is unobstructed, the vehicle will not come into contact with combustible materials, and the vehicle is not damaged in any way.

The following additional terms and warnings apply to use of Remote Engine Start with certain Mercedes-Benz or Freightliner Sprinter Vans and shall serve as an addendum to the existing printed owner's manual for such vehicles:

Ensure the following before starting the engine:

- The legal stipulations in the area where your vehicle is parked allow engine starting via smartphone.
- It is safe to start and run the engine where your vehicle is parked.
- The fuel tank is sufficiently full.
- The started battery is sufficiently charged.

WARNING: RISK OF CRUSHING OR ENTRAPMENT DUE TO UNINTENTIONAL STARTING OF THE ENGINE. Limbs could be crushed or trapped if the engine is started unintentionally during service or maintenance work. Always secure the engine against unintentional starting before carrying out maintenance or repair work.

Requirements:

- Park position is selected.
- The anti-theft alarm system is not activated.
- The panic alarm is not activated.
- The hazard warning light system is switched off.
- The hood is closed.
- The doors are closed and locked.
- The windows and sliding sunroof (if equipped) are closed.

Start the vehicle using the smartphone. After every engine start, the engine runs for ten minutes.

You can carry out a maximum of two consecutive starting attempts. The vehicle must be started once with the SmartKey before trying to start the engine again with the smartphone. You may stop the vehicle again at any time.

Securing the engine against starting before carrying out maintenance or repair work:

- Switch on the hazard warning light system; or
- Unlock the doors; or
- Open a side window or the sliding sunroof (if equipped)

Mercedes me connect Overview of Services	Terms	Necessary special equipment and/or apps	Availability for the following model series from manufacturing date
Further information			
1) Maintenance Management ¹⁾			<p>Transmission mode 2: Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>
2) Telediagnosics ¹⁾			<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect. Battery observer is not available for Mercedes-Benz Metris.</p>

3) Accident and Breakdown Management ¹⁾			<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>
4) Remote vehicle diagnostics			<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>
5) Auxiliary heating/ventilation		Stationary heater or hot-water auxiliary heating	Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.
6) Remote Retrieval of Vehicle Status/Remote Status	3 years from activation		<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>
7) Programming of charging settings and Pre-Entry Climate Control ²⁾		COMAND Online, Audio 20 or MBUX multimedia system	Available on all 2019 and newer plug-in hybrid Mercedes-Benz passenger vehicles

8) Remote Door Locking and Unlocking		COMAND Online, Audio 20 or MBUX multimedia system	<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>
9) Personalization		COMAND Online, Audio 20 or MBUX multimedia system	<p>Available on 2019 and 2020 C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and all 2021 and newer Mercedes-Benz passenger vehicles</p>
10) Vehicle Tracker			<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>

11) Parked Vehicle Locator ²⁾			<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>
12) Route Planning ²⁾			<p>Available on all 2019 and newer plug-in hybrid Mercedes-Benz passenger vehicles</p>
13) Last Mile Navigation		COMAND Online, Audio 20 or MBUX multimedia system and navigation	<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>
14) Trip Statistics			<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>
15) Geofencing		COMAND Online, Audio 20 or MBUX multimedia system	<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.</p>

16) Concierge Service	1 year from activation	COMAND Online and Navigation	Available on all 2019 and 2020 Mercedes-Benz passenger vehicles equipped with Navigation and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect and equipped with Navigation
16.1) Concierge Payments	1 year from activation	COMAND Online and Navigation	Available on all 2019 and 2020 Mercedes-Benz passenger vehicles equipped with Navigation and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect and equipped with Navigation
17) Live Traffic Information	3 years from activation	COMAND Online, Audio 20, Audio 40 or MBUX multimedia system with navigation	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC-Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMD GT 4-door and all 2021 Mercedes-Benz passenger vehicles equipped with Navigation. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect. Available on all MY2021 and newer Mercedes-Benz Metris equipped with Communication Module and Navigation and capable of Mercedes me connect.
18) Car-to-X Communication		COMAND Online, Audio 20 or MBUX multimedia system with navigation	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC-Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMD GT 4-door and all 2021 Mercedes-Benz passenger vehicles equipped with Navigation. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.

19) Internet Radio ³⁾		COMAND Online, Audio 20 or MBUX multimedia system with navigation	<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles (2019 A-Class and 2020 A-Class, CLA, GLC, GLC-Coupe, GLE, GLS with connect 5 excluded) and all 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>
20) Parking		COMAND Online, Audio 20 or MBUX multimedia system with navigation	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMG GT 4-door and all 2021 Mercedes-Benz passenger vehicles
21) Fuel Station Prices		COMAND Online, Audio 20 or MBUX multimedia system with navigation	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMG GT 4-door and all 2021 Mercedes-Benz passenger vehicles
22) Online Map Update		COMAND Online, Audio 20 or MBUX multimedia system with navigation	<p>Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMG GT 4-door and all 2021 Mercedes-Benz passenger vehicles.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>

23) e-Navigator/Charging Stations ²⁾		COMAND Online, Audio 20 or MBUX multimedia system with navigation	Available on all 2019 and newer plug-in hybrid Mercedes-Benz passenger vehicles
24) Local Search		COMAND Online, Audio 20 or MBUX multimedia system with navigation	<p>Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMG GT 4-door and all 2021 Mercedes-Benz passenger vehicles.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>
24.1) POI Download			<p>Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>
25) Weather			<p>Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMG GT 4-door and all 2021 Mercedes-Benz passenger vehicles.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>

26) Predictive Navigation			Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door and 2020 A-Class, CLA, C-Class, GLB, GLC, GLC Coupe, E-Class, GLE, CLS, S-Class, GLS, G-Class, AMG GT, AMG GT 4-door and all 2021 Mercedes-Benz passenger vehicles
27) Mercedes-Benz Apps		COMAND Online or Audio 20	
27.1) Internet Radio	3 years from activation		Available on all 2019 Mercedes-Benz passenger vehicles (A-Class excluded) and 2020 GLA, C-Class, SLC, E-Class, CLS, S-Class, SL, G-Class, AMG GT, AMG GT 4-door and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect
27.2) Local Search		Available on all 2019 Mercedes-Benz passenger vehicles (A-Class excluded) and 2020 GLA, C-Class, SLC, E-Class, CLS, S-Class, SL, G-Class, AMG GT, AMG GT 4-door and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect	
27.3) Weather		Available on all 2019 Mercedes-Benz passenger vehicles (A-Class excluded) and 2020 GLA, C-Class, SLC, E-Class, CLS, S-Class, SL, G-Class, AMG GT, AMG GT 4-door and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect	
28) Theft notification and parking damage detection	3 years from activation	Anti-Theft Protection package (P54) & 852	Available standard on 2020 E-Class, CLS, S-Class, G-Class, GT 4-door, C AMG and 2021 C AMG, GLC AMG, E-Class, CLS, GLE, GLS, S-Class, G-Class, GT 4-Door. Optional on 2020 C-Class, GLB and 2021 C-Class, GLC

29) Interface to Third-Party Providers		COMAND Online, Audio 20 or MBUX multimedia system	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.
30) Connection to Content Providers	3 years from activation	MBUX multimedia system with pre-installation for navigation or media display	Available on 2019 and newer A-Class, 2020 CLA, GLE, GLB, GLS and 2021 CLA, CLS, E-Class, GLA, GLB, GLC, GLE, GLS, GT 4-Door, S-Class. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.
31) LINGUATRONIC online voice control	3 years from activation	MBUX multimedia system with pre-installation for navigation or media display	Available on 2019 and newer A-Class, 2020 CLA, GLE, GLB, GLS and 2021 CLA, CLS, E-Class, GLA, GLB, GLC, GLE, GLS, GT 4-Door, S-Class. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.
32) Global Search	3 years from activation	MBUX multimedia system with pre-installation for navigation or media display	Available on 2019 and newer A-Class, 2020 CLA, GLE, GLB, GLS and 2021 CLA, CLS, E-Class, GLA, GLB, GLC, GLE, GLS, GT 4-Door, S-Class. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.
33) Eco display	3 years from activation	COMAND Online, Audio 20 or MBUX multimedia system	Available on 2019 and newer A-Class, S-Class, C-Class, GLC. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.

34) Valet Protect	3 years from activation	COMAND Online, Audio 20 or MBUX multimedia system	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect.
35) Speed Alert	3 years from activation	COMAND Online, Audio 20 or MBUX multimedia system	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect
36) ENERGIZING COACH	3 years from activation	Special equipment PBR or PBP Code	Available on 2020 GLE, GLS
37) Mercedes me Charge ²⁾	1 year from activation	MBUX multimedia system with navigation pre-installation, Remote and Navigation Services)	Available on 2020 GLC 350e

38) Remote Engine Start (for pre-entry climate control)	3 years from activation	Automatic transmission without ESL, code 26U or 37U	Available on 2019 and newer A-Class, CLA, GLA, C-Class, E-Class, CLS, S-Class, GLB, GLC, GLE, GLS, G-Class. Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.
39) Stolen-vehicle tracker	3 years from activation	09U or 34U	Available on all 2019 and newer Mercedes-Benz passenger vehicles and 2018 Mercedes-Benz passenger vehicles capable of Mercedes me connect

- 1) Available for use by main and co-users.
- 2) The services are available only for electric and plug-in vehicles.
- 3) In the case of the designated model series, the Services require a data allowance from a separate mobile-phone contract from a telecommunications service provider, which can be purchased via the customer portal, or via separate data allowance via the customer's compatible device (e.g. tethering).
- 4) Activation is possible within 1 year after the initial registration or start of operation (whichever comes first).
- 5) Activation is by creating a Mercedes me connect user account, accepting the terms of use and pairing the vehicle.
- 6) Mercedes-Benz USA, LLC reserves the right to change or discontinue Mercedes me connect services at any time without prior notification or incurring any future obligation. For example, technologies can and do change over time so current technologies used by Mercedes me connect may become obsolete or be replaced by other, different technologies, including different cellular or WiFi signals, which may render Mercedes me connect inoperable with your vehicle. Mercedes-Benz USA, LLC will not be responsible for purchasing for your vehicle and/or cellular device, or updating them with, new technologies that might in the future be required to restore operation of Mercedes me connect with your vehicle.