

## Terms of Use for the Mercedes me connect Services

Version 001.008.001.A.20-6

### I. General Part

**THESE TERMS OF USE 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.**

#### 1. Scope of Application

- 1.1 The following terms of use for the Mercedes me connect services and the Service Descriptions offered in the Customer Portal or the Mercedes me Store issued by Mercedes-Benz USA, LLC ("MBUSA"), 1 Mercedes-Benz Drive, Atlanta, GA 30328, ("Provider") (hereinafter "Terms of Use") apply to the provision of Mercedes me connect information and telematics services, including, but not limited to: (i) Fee-Based Services and On-Demand Features purchased through the Mercedes me Store and (ii) Third-Party Apps purchased through the Third-Party Marketplace, (collectively, "Services") by the Provider and to their use by the Customer.
- 1.2 The Service Descriptions in the Customer Portal ("Service Descriptions") and Further Notes for the Mercedes me connect Services in Section II are key elements of the Terms of Use. In the event of a conflict between Section I of the Terms of Use, and either the Service Descriptions or Section II, the Service Descriptions and Section II 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 with the applicable state governmental authority as the person responsible for the vehicle.

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

- 3.1 A precondition for using the Services is that the Customer registers and accepts these Terms of Use online. These Terms of Use shall enter into effect between the Customer and the Provider when the Customer receives confirmation of its acceptance, but no later than on the date on which the Customer is able to use the respective Services for the first time.
- 3.2 Provider reserves the right to make amendments and supplements to these Terms of Use. Such amendments and supplements of these Terms of Use may arise from the functional expansion of the Services and from supplemental new Services. New Services will only become active when the Customer activates them in the User Account.
- 3.3 In addition, the Provider is entitled to make changes for valid reasons, for example if new technical developments, changes in case law or other similar reasons make this necessary.
- 3.4 Any other amendments and additions to the Terms of Use must be communicated to the Customer in writing (including by email) at least two months before the effective date of the amendment or addition (calculated from the date of receipt of the notification by the Customer). Such amendments are deemed to have been accepted if the Customer does not object to them in writing within two months of being notified of them. The Provider will inform the Customer separately of this legal consequence in its notification.

#### 4. Scope of Services

- 4.1 When these Terms of Use enter into effect, the Customer will be entitled to use certain services free of charge. The Customer may obtain additional information on the customer portal referred to in Clause 0 (the "Customer Portal").
- 4.2 The Customer may acquire the right to use paid services ("Fee-based Services" or "On-Demand Features") offered by Provider. Additional terms and conditions apply to the acquisition and use of Fee-based Services or On-Demand Features acquired through the Mercedes me Store (the "Additional Terms and Conditions for Activation of Fee-Based Services and On-Demand Features"). The Additional Terms and Conditions for Activation of Fee-Based Services and On-Demand Features are set forth in Section III of these Terms of Use. In the event of a conflict between this General Part of these Terms of Use and the Additional Terms and Conditions for Activation of Fee-Based Services and On-Demand Features, the provisions in the Additional Terms and Conditions for Activation of Fee-Based Services and On-Demand Features shall take precedence with the exception of

Clause 8.3 of this General Part of these Terms of Use.

- 4.3 The Customer may acquire the right to use third-party services from certain Third-Party Service Providers through an app marketplace offered by Provider through the MMC service (the "Third-Party Marketplace") and such services, (the "Third-Party Apps"). Additional terms and conditions apply to the acquisition and use of Third-Party Marketplace Apps acquired through the Third-Party Marketplace (the "Additional Terms and Conditions for the Third-Party Marketplace"). The Additional Terms and Conditions for the Third-Party Marketplace are set forth in Section IV of these Terms of Use. In the event of a conflict between this General Part of these Terms of Use and the Additional Terms and Conditions for the Third Party Marketplace, the provisions of the Additional Terms and Conditions for the Third-Party Marketplace shall take precedence with the exception of Clause 8.3 of this General Part of these Terms of Use.
- 4.4 The Services are intended for use by persons whose permanent place of residence (registration address) is in the United States of America or its territories ("Target Country") and who are either the Holder of the vehicle with which the Services are to be used or are authorized by the Holder to use the vehicle and the Services.
- 4.5 The scope of the individual services, conditions of use, availability and, where applicable, further information are set out in the respective Service Description in the Customer Portal or in the Mercedes me Store or Third-Party Marketplace. 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.
- 4.6 Additional target countries may be offered by Provider at any time. The United States is currently the only Target Country.
- 4.7 Provider shall provide the Customer with the use of the Customer Portal, on which the Customer may manage the Services online ("User Account").
- 4.8 The Customer can link several vehicles (up to a maximum of 20) with the 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. Clauses 5 and 5.1 apply to the connection and disconnection of vehicles with the User Account. The Customer may use Fee-based Services and On-Demand Features only for the Vehicles for which such services or features were purchased during the term agreed with Provider. Provider shall use reasonable efforts to alert the Customer about any

forthcoming expiration of the applicable term either via email or via a message in the Mercedes me User Account, along with a text message to the mobile phone number associated with the Customer's User Account.

- 4.9 The Customer can operate and use the Services via the use gateways described in the following paragraphs (collectively, "Use Gateways"). The scope of the Services available via the respective Use Gateways is set forth in these Terms of Use. A precondition for using the Services via the relevant Use Gateway is the creation of a User Account, unless otherwise provided by these Terms of Use. The applicable Use Gateway for each Service is set forth in the respective description of the Service in the Customer Portal and/or the Mercedes me Store.
- 4.10 The Customer may operate and use certain Services via the infotainment system in the vehicle. The Customer also has the option of operating and using certain Services via the Customer Portal. Some Services can be operated and used only via the Customer Portal.
- 4.11 The Customer also has the option of operating and using certain Services via apps on a compatible end device ("**MMC Apps**"). For the avoidance of doubt, references to MMC Apps in these Terms of Use do not include Third-Party Apps. MMC Apps are provided by Provider, whereas Third-Party Apps are made available to the Customer by Provider but are provided by Third-Party Service Providers. Individual Services may be limited when used via MMC Apps. Moreover, the Customer may use MMC Apps to receive additional Services that can only be operated and used via MMC Apps. The Customer can obtain additional information, for example, regarding the target countries for MMC Apps and their purchase, in the Customer Portal.
- 4.12 The Customer may delete the MMC Apps at any time. In this case, the Customer will no longer have any access to the Services via the MMC Apps. Furthermore, changes made to the compatible end device (e.g. update of the operating system, jail-breaking) could render the MMC Apps unusable.  
Note: Any obligations to Provider or a Third-Party Service Provider for payment of the fees for Fee-based Services, On-Demand Features, and Third-Party Marketplace Apps, as applicable, will remain unaffected by deletion of the MMC Apps or by changes to the compatible end device.
- 4.13 The Customer has the option to activate or deactivate individual Services through the User Account. The Customer can use activated Services as set forth in these Terms of Use. If a Service is deactivated, then the Service will not be available to the Customer unless and until

such Service is reactivated. Deactivation of the Third-Party Marketplace will result in deactivation of all Third-Party Apps.

Note: Any obligations to Provider or a Third-Party Service Provider for payment of the fees for Fee-based Services, On-Demand Features or Third-Party Apps, as applicable will remain unaffected by a deactivation of the Services.

- 4.14 If the Customer revokes the purchase of a Fee-based Service or On-Demand Feature, the Provider reserves the right to deactivate the affected Services.
- 4.15 The Provider also reserves the right to deactivate the Services for security reasons (e.g. security gaps) or for other important reasons at Provider's discretion.
- 4.16 Due to the currently available technology, the provision and use of the Services may be subject to certain restrictions and inaccuracies which 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, the global navigation satellite system GPS location services and Internet access. The Services are therefore geographically limited to the transmission and reception areas of the transmission stations operated by the relevant mobile phone companies. The unavailability of the mobile network can in some cases mean that individual Services are unavailable because the necessary data transfer cannot take place. The Services may also be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g. bridges, tunnels, buildings). The same applies to the GPS 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 mobile telecommunication services, users share the available bandwidth. The actual transmission rate for data usage is also dependent on the total availability of the respective technology, the transmission rate of the server selected for the provision of the relevant Service, the occupancy/capacity 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) that 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 in order to ensure that the Services are properly provided or updated.

The use of the Services via the MMC Apps may also be subject to limitations and inaccuracies due to the unavailability of or disruptions in the MMC 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 MMC Apps).

- 4.17 Services may be temporarily unavailable or only available to a limited extent during a workshop visit. In addition, maintenance and repair work carried out on the vehicle during a workshop visit can generate data that leads to erroneous status and diagnosis reports, which may result in the Customer receiving erroneous offers for maintenance services or an erroneous request for an appointment from the Service Partner. It may be necessary for the Customer to re-activate the Services in the User Account following a workshop visit.
- 4.18 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 started up manually.
- 4.19 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 period of time between individual Software Updates can vary. The Customer does not have the right to demand Software Updates.
- 4.20 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 displayed via Use Gateways.
- 4.21 Under certain circumstances, the Software Updates may be required for the unimpeded performance and operation of the Services. The Customer is not entitled to obtain the Software Updates by other means (e.g. through the Participating Partners). As part of servicing by Mercedes-Benz or Freightliner Sprinter partners who are responsible for providing repair and maintenance services for Mercedes-Benz or Freightliner Sprinter vehicles ("Service Partners") or Participating Partners, other measures may be carried out instead of or in addition to the Software Updates. While the Software Updates are downloading and installing, the functionality of the vehicle or individual components (e.g. the infotainment system or Communication Module) may be restricted for a limited period of time. In the unlikely event that a fatal technical error occurs during the installation of the Software Update, the functionality may continue to be restricted and a workshop repair may be needed.
- 4.22 Some Services are supplemented with additional functions. The additional functions are described in Section II of the Terms of Use or in the Service Descriptions. Additional functions cannot be separately activated or deactivated. Rather, they are always made available within the scope of the respective Service. The operation of the additional functions takes place in part via Use Gateways other than the Service itself.
- 4.23 A Customer with a vehicle from the "Vehicle Type 2" category (see Service Descriptions) has the option of receiving notifications in a notification center ("Notification Center") in the vehicle's infotainment system from Services that are activated by the Customer and compatible with the Notification Center ("Notification Center Services"). Not all notifications from Notification Center Services are displayed in the Notification Center.
- 4.24 For certain Services (e.g. Internet Radio, Fuel Station Prices, Live Traffic, Car-to-X Communication, Third-Party Marketplace Apps) the information available via the Service is prepared by certain third party content providers (the "Third Party Content Providers") or other third party service providers (the "Third Party Service Provider") and may be incomplete, incorrect, not current or unavailable in whole or in part. Provider assumes no responsibility for checking whether the information is complete, accurate or current, 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 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, correct or current and is available or is made available in a quality suitable for any particular purposes.
- 4.25 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. Information displayed in the infotainment system is not definitive and may in full or in part be incomplete or incorrect or not up to date; moreover, it only applies as of the time it is queried. MBUSA assumes no responsibility regarding whether the information is complete, accurate, current or otherwise available to the Customer. 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. 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**
- The Services are available in vehicles from newer Mercedes-Benz or Freightliner Sprinter model series 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 other requirements for use are set forth in Section II of these Terms of Use and the Service Descriptions. 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, 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, to Provider or any Third-Party Provider, for Fee-based Services, On-Demand Features, or Third-Party Apps (as applicable) will not be affected by the aftermarket modification of the vehicle.**

For the data transmission to the CAC, the Customer's compatible end device must have GPS, and the GPS must be activated.

- 5.1 To activate 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 in 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 the meaning of Clause 9.1.

The Customer may disconnect a vehicle either by removing the vehicle from the User Account or by sending a request concerning the disconnection in writing (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.

- 5.2 Note: Any obligations to Provider or a Third-Party Service Provider for payment of the fees for Fee-based Services, On-Demand Features, or Third-Party Apps, as applicable, will remain unaffected by a disconnection of the Vehicle.
- 5.3 For security reasons, an identity check is required for the use of some Services. This can be done with 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.

- 5.4 In order to use Services, which integrate services of a Third-Party Service Provider or Third-Party Content Provider ("Third-Party Provider"), the Customer may be required to accept such Third-Party Provider's terms and conditions or create a User Account with the 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.
- 5.5 To enable use of the Services, the Customer may need a compatible end-device that can receive messages by email or push notifications. Use of the Services via MMC Apps requires a compatible end device and a mobile data connection, and the MMC App must be obtained and installed on the compatible end device.
- 5.6 In addition, use of the Services also requires regular updates of the MMC Apps when such updates are available.

## **6. Fees and Costs**

- 6.1 The acceptance of the Terms of Use by the Customer is not associated with any fees. The fees of Provider or Third-Party Service Providers apply for the Fee-based Services, On-Demand Features, or Third-Party Marketplace Apps, as applicable and are listed in the Mercedes me connect Store, Customer Portal, or Third-Party Marketplace, as applicable.

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

The MMC Apps are provided to the Customer free of charge.

- 6.2 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 rates.
- 6.3 Any costs for the mobile data connection that are incurred when the Customer using a compatible end device or other media and telecommunications equipment accesses the

Customer Portal or the User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by the Customer's mobile service provider.

- 6.4 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 warrants that the Customer is either the Holder of the vehicle or that the vehicle's Holder has permitted the Customer to use the vehicle and thus also to use the Services in the vehicle (e.g. driver of a company car).

- 7.2 The Customer warrants that the Customer's profile data, specifically the name, address, email address, mobile phone number, and date of birth reported to the Participating Partner and entered in the Customer's User Account, are correct. The Customer shall inform the Provider of any changes to these data without undue delay. For Customers with a vehicle from "Vehicle Type 3" category (see Service Descriptions), a profile is automatically created with the vehicle link and protected with a PIN. If the data are incorrect and communication with the Customer is therefore not possible, the Provider reserves the right to block the Services.

Note: Any obligations to Provider or a Third-Party Service Provider for payment of the fees for Fee-based Services, On-Demand Features, or Third-Party Apps, as applicable, will remain unaffected by the blocking of Services by Provider.

- 7.3 **The Customer shall without undue delay have the vehicle disconnected from the Services in accordance with Clause 5.1 if the Customer is no longer entitled to use the vehicle (e.g. because the vehicle is sold or the Customer has lost the right to continue using the company or leased car or if this vehicle has been destroyed).**

If the Customer does not disconnect the vehicle and another person successfully accesses the Services or if the Holder of the vehicle reports that the Customer is no longer authorized to use the vehicle, then the Provider may disconnect the vehicle in accordance with Clause 5.1 without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under Clause 7.8 remains unaffected by such disconnection.

- 7.4 The Customer shall keep all access details and passwords necessary to use the Services safe, not disclose them to third parties, and prevent them from being misused. The Customer is responsible for all activities that occur under the Customer's password or User Account. The Customer shall not use the same combination

of email address and password for accessing the User Account which the Customer uses for other online services. The Customer shall also impose the above obligation on any "Co-Users" as defined by Clause 9.1.

- 7.5 The Customer will be entitled to use the Services only if the Customer complies with all legal requirements and does not pursue any purposes in breach of these Terms of Use or applicable law.
- 7.6 If the Customer identifies that the Services have been used in breach of these Terms of Use or that an unauthorized third party has carried out a prohibited activity through the Services, the Customer must inform the Provider accordingly without undue delay via the User Account or by contacting the CAC using one of the methods described in Clause 13.
- 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 violation of the obligations under these Terms of Use in accordance with applicable laws.
- 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 reasonable legal proceedings) caused by or arising from a third-party claim against the Provider in connection with a violation of applicable law, third-party rights (including but not limited to Customer's violation of the terms of use or other agreement between Customer and any Third Party Service Provider), or these Terms of Use by the Customer or a Co-User.
- 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 These Terms of Use will continue in effect until terminated as permitted hereunder. The term of the Services is set forth in the Overview of Services or in the agreement between the Customer and Provider or a Third-Party Provider, as applicable.
- 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 or On-Demand Feature. The

Provider may terminate free Services at any time with a notice period of 30 days. Fee-based Services and On-Demand Features shall end with the expiration of the posted term of use. The Provider will give notice of termination in writing (including by email).

- 8.3 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 or On-Demand Features provided that such change or discontinuance does not effectively create a significant burden or diminution in value of the Fee-based Services or On-Demand Features. For other Fee-based Services or On-Demand Features, 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 for 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 terminate by clicking on the Terms of Use in the User Account, by deleting the User Account or in writing (including email) addressed to the CAC.

Note: Any obligations to Provider or a Third-Party Service Provider for payment of fees for Fee-based Services, On-Demand Features, or Third-Party Apps, as applicable shall remain unaffected by termination of these Terms of Use or the deactivation of individual Services by the Customer.

Note: The deletion of the MMC Apps in accordance with Clause 4.12 and the deactivation of the Services in accordance with Clause 4.13 do not constitute termination. Notice of termination must be given via the Customer's User Account or in writing (including email) to the CAC.

- 8.4 If a Customer with a previous domicile in one of the Target Countries changes domicile to a country that is not a Target Country, the Services will be terminated and deactivated automatically without notice.

If the Customer uses the Services via the MMC Apps moves changes domicile to a country where the MMC Apps are not available, the Customer can no longer use the Services via the MMC Apps.

Note: Any obligations to Provider or any Third-Party Service Provider for payment of the fees for Fee-based Services, On-Demand Features, or Third-Party Apps, as applicable, will remain unaffected by a change of domicile.

- 8.5 A cancellation of these Terms of Use for cause remains unaffected. The Provider shall give notice of termination for cause in writing (including by email) and the Customer shall do so via the User Account or in writing (including by email) to the CAC.

Note: If a Customer terminates these Terms because the Customer has rescinded the purchase or lease contract to a new vehicle or terminates these Terms for good cause, then Customer may request a refund. Provider reserves the right to grant or deny such refund in its discretion. .

- 8.6 In the event of a termination of these 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 these Terms of Use until it is deleted.

- 8.7 The Provider may transfer all rights and obligations arising from these Terms of Use to a third party or to the local Daimler AG affiliate ("Contract Transfer"). The Provider shall notify the Customer of the Contract Transfer in advance in writing (including by email) 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 may give notice of termination via the User Account or in writing (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 the 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 MMC Apps, these persons must also purchase MMC Apps and install them on a compatible end device.

- 9.2 Co-Users can view, operate and use certain Services in the same way as the Customer (e.g. query the vehicle status and program the auxiliary heating) via their Use Gateways. However, only the Customer is able to obtain Services, terminate the Services, activate the Services and connect and disconnect the vehicle. The details and special provisions of the Co-User rights may be presented in the Service Descriptions.

When functions are being programmed, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or the Co-User. However, Co-Users cannot activate or deactivate the Services. The scope of the Services may vary for the Co-User depending on the Use Gateway which is used to access them. Details may be provided in Section II of the Terms of Use and the Service Descriptions.

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

## 10. Liability

DISCLAIMER. THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, NONINFRINGEMENT, 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 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 PROVIDERS UNDER THE TERMS OF USE.

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.**

- 10.1 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.

10.2 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 section 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 data processing, privacy and data security are provided for you in the Connected Vehicle Privacy Notice for the Mercedes me connect Connected Vehicle Services and the MBUSA Platform Privacy Notice.

## 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. 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. 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.

- 12.2 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.
- 12.3 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.

- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.

- 12.10 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.
- 12.11 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.
- 12.12 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 Provider; Contact Details**

The Services are an offer of  
Mercedes-Benz USA, LLC  
1 Mercedes-Benz Drive  
Sandy Springs, GA 30328  
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

[me-connect.usa@cac.mercedes-benz.com](mailto:me-connect.usa@cac.mercedes-benz.com)

**Phone no. 1-800-367-6372**

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

Customer Portal:

Mercedes me connect: [www.me.mercedes-benz.com](http://www.me.mercedes-benz.com)

-----  
**The data services for some Services and functions for Mercedes me connect are based on technical applications from Third-Party Providers. The terms and conditions of the Third-Party**

**Providers can be found under:**

<https://legal.here.com/terms/serviceterms/>  
<https://legal.connectedrad.io/tandc/daimler>

## **II. Further Notes 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 certain measures and safety precautions for each individual Service. This however does not release the Customer from personal responsibility for 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.

### **2. General Notices**

- 2.1 If Customers choose to operate and use integrated information systems and communication devices in the vehicle, can become 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 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 at all times.
- 2.6 Provider shall not be liable for any damages arising from 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 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 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 a Third Party Content Provider is suspected, in the event of potential danger due to malware or in the event of incompatibilities) and to change the selection of Third Party Service 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 Service Providers and Third-Party Content Providers**

- 3.1 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 Provider. Where the information available about the individual Service comes from Third-Party 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's 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 may not be available everywhere. Therefore, the Customer has independent responsibility for the use of the information and any decisions made on the basis of the information.

- 3.2 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 in the Customer Portal if the Customer learns of security problems with the Third-Party Provider or in the event of loss of his 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 collected and reported through Live Traffic Information and Car-to-X Communication. The information available through the Services is also generated by other Customers or drivers and a Third-Party 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 information are made under in their own responsibility; accordingly, the Customer or driver are responsible for checking whether the information is complete, correct and up-to-date.

##### **4.2 Remote Door Locking and Unlocking**

The unattended remote opening of the vehicle may increase 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 Parking**

This 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 Parked Collision Detection**

This Service may not recognize all applications of force upon the vehicle and any alerts generated by this 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 damage detection. Detection may be restricted for other reasons, e.g., in case of vehicle damage with no impact, a low-speed impact or if the electric parking brake is not detected. 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. No guarantee can be made 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 cannot 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 **Stolen Vehicle Location Assistance**

The Customer uses this Service at the Customer's own risk and discretion. MBUSA claims no obligation or liability relating to the Customer's or any third party's use of the data provided by this Service.

### **III. Additional Terms and Conditions for Activation of Fee-Based Services and On-Demand Features**

The following terms and conditions of this Part, together with the General Part, apply to Fee-Based Services and On-Demand Features purchased through the Mercedes me Store. Such Services and features may not be available to all Customers.

#### **1. Contract Formation, Transfer of Rights and Obligations**

- 1.1 By completing the ordering process in the Mercedes me Store, the Customer makes the Provider a binding offer to enter into a contract. To place such orders, the Customer must have a valid email address or a mobile phone number saved in Customer's Mercedes me User Account.
- 1.2 The contract governing the activation of On-Demand features will not commence until the Provider has confirmed its acceptance of the order via email or via the Mercedes me User Account or by activating the respective On-Demand Feature in the vehicle selected by the Customer. The Provider will notify the Customer without undue delay if the Provider does not accept the order.
- 1.3 If the Provider, through no fault of its own, is not in a position to deliver the ordered Fee-Based Service or On Demand Feature because Provider has not received the Fee-Based Service or On Demand Feature from the supplier, the Provider will have the right to rescind its contract with the Customer.
- 1.4 If Fee-Based Services or On Demand Features that have previously been paid for cannot be delivered, then the Provider will notify the Customer via the communication channel specified by the Customer, by email or via a message in the Mercedes me User Account, along with a text to the Customer's mobile phone number, and shall reimburse the Customer for the payments already received minus the pro-rated value of any service received.
- 1.5 Partial delivery of Services when two or more Fee-Based Services or On-Demand Features

are ordered will be permissible to the extent that this would be deemed reasonable for the Customer.

- 1.6 Fee-Based Services and On-Demand Features are available for use and purchase only by consumers who purchase such Services only for personal, family, or household use.

#### **2. Activation and Use of On-Demand Features**

- 2.1 To activate Fee-Based Services or On-Demand Features for a vehicle, the Customer must have a Mercedes me User Account and the vehicle must be connected to the Mercedes me User Account. The Customer can find information in the Mercedes me User Account or in the Mercedes me Store about which Fee-Based Services and On-Demand features are available for a vehicle, along with further details about the Services.
- 2.2 To activate Fee-Based Services or On-Demand Features, the ignition of the vehicle must be switched on and off and a connection to the vehicle backend infrastructure of MBUSA must be established. The Customer can find further information in the Mercedes me User Account.
- 2.3 On-Demand Features may be used indefinitely for the lifetime of the vehicle for which the Service was activated, regardless of whether the vehicle is subsequently disconnected from the Mercedes me User Account.

#### **3. Prices for Fee-Based Services On-Demand Features**

- 3.1 The prices stated for the Fee-Based Services On-Demand Features are to be understood as final prices for the one-time activation of the Fee-Based Services or On-Demand Features for a selected vehicle for a limited period. No shipping costs will be charged.

#### **4. Payment for On-Demand Features**

- 4.1 The activation of Fee-Based Services and On-Demand Features may only be paid for using a credit card or PayPal as well as any other methods shown on the Mercedes me Store web pages. The individual steps and options for payment are explained during the ordering process in the Mercedes me Store. The Provider reserves the right to exclude certain methods of payment.
- 4.2 Payments for the activation of Fee-Based Services and On-Demand Features by Customers could be subject to taxes in the United States, which may be added at checkout.

### **IV. Additional Terms and Conditions for the Third Party Marketplace**

The following terms and conditions of this Part, along with the General Terms and Conditions, apply to the Third-Party Apps and Customer's use of the Third-Party Marketplace. Each service made available in the Third-Party Marketplace is made available by a Third-Party Service Provider. Provider is not responsible for any service on the Third-Party Marketplace that originates from a Third-Party Provider. These third-party services, and any related transactions the Customer enters into, are solely between the Customer and the Third-Party Provider. Provider cannot guarantee their performance, reliability or security, and Provider is not responsible for any losses or damages they may cause.

## **1. Activation and Use of Third-Party Services**

- 1.1 To access Third-Party Apps, the Customer must use the MMC Apps. The Customer will register for the applicable Third-Party Apps directly through the MMC Apps, which registration will use the Customer credentials collected at the time the Customer's User Account was created, including payment information.
- 1.2 To complete registration for the Third-Party Apps, the Customer may be required to agree to and accept the Third-Party Service Provider's terms of use and/or end user license agreement. The Customer may be directed to the third-party terms of use and/or end user license agreement acceptance screen via a hyperlink during the registration process. The Customer is solely responsible for its use of the Third-Party Marketplace and any services provided therein, and uses the Third-Party Marketplace and any Third-Party Apps at the Customer's sole risk and discretion.
- 1.3 Each Third-Party App must be activated individually.
- 1.4 For certain services and functionalities, the Customer may be required to activate certain settings through Mercedes me connect in-vehicle.
- 1.5 Accounts created with a Third-Party Service Provider through the Third-Party Marketplace may only be accessed through the Mercedes me Customer Portal and interface via the vehicle's infotainment system or through another channel (e.g. a mobile app) made available by the applicable Third-Party Service Provider.
- 1.6 Provider may discontinue (permanently or temporarily) providing the Third-Party Marketplace (or any features within the Third-Party Marketplace) to an individual Customer or to Users generally at Provider's sole discretion, without prior notice.
- 1.7 Provider does not provide customer support for Third-Party Apps. Each Third-Party Service Provider is responsible for determining the level of customer support the Third-Party Service Provider provides. In the event of any issues with the Third-Party Apps, the Customer should look directly to the applicable Third-Party Service Provider for support. Provider will provide support for the Third-Party Marketplace itself and may provide an interface for the Customer to obtain support for Third-Party Apps, but Provider is not responsible and has no liability for any support provided through such interface or directly by such Third-Party Service Providers. Third-Party Apps may communicate with Provider (or the Backend) or third-party servers from time to time to check for available updates to the Third-Party Apps such as bug fixes, patches, enhanced functions, missing plug-ins and new versions. Such updates may be automatically requested and installed without further notice to the Customer. Provider is not responsible for updating or maintaining any Third-Party App.
- 1.8 When using the Third-Party Apps, Third Party Service Providers may be able to access the Customer's information or data. Any information or data that a Third Party Service Provider collects, stores or processes from the Customer will be subject to the privacy and data security notice or similar terms that the Third Party Service Provider provides to the Customer and will not be subject to Provider's privacy and data security terms. Provider is not responsible for any transmission, collection, disclosure, modification, use or deletion of the Customer's data by or through Third-Party Apps or Third-Party Service Providers.
- 1.9 Notwithstanding anything to the contrary in these Terms of Use, the applicable Third-Party Service Provider may terminate services provided through the Third Party Marketplace as permitted under and in accordance with the terms of use or other agreement between the Third-Party Service Provider and the Customer. Provider shall have no liability in connection with any such termination by a Third-Party Service Provider and is not obligated to refund any amounts paid by Customer for such services or to provide any replacement or alternate services.

## **2. Payment and Fees for Third Party Services on the Third-Party Marketplace**

- 2.1 Provider is not responsible for establishing the prices of Third-Party Apps or costs associated therewith. Fees and payment terms, including frequencies, and maintenance of minimum

balances, if applicable, are determined by the Third-Party Service Provider and Provider does not have the ability to issue any refunds or credits for Third-Party Apps or related Services.

- 2.2 Provider is not responsible for billing disputes arising from purchases made or charges incurred through use of a Third-Party App. All fees required for use of any Third-Party Apps are paid directly to the Third-Party Service Provider using the payment and billing credentials associated with the Customer's User Account.

Mercedes me connect Overview of Services	<b>Terms</b>	<b>Necessary special equipment and/or apps</b>	<b>Availability</b> for the following model series from manufacturing date
Further information			
1) Maintenance Management <sup>1)</sup>			<p><b>Transmission mode 2:</b> 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>
2) Telediagnosics <sup>1)</sup>		-	<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 <sup>1)</sup>			<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 <sup>2)</sup>		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	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
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 <sup>2)</sup>			<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 <sup>2)</sup>			Available on all 2019 and newer plug-in hybrid Mercedes-Benz passenger vehicles
13) Last Mile Navigation		COMAND Online, Audio 20 or MBUX multimedia system and navigation	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.
14) Trip Statistics			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. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.
15) Geofencing		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. Available on all MY2020 and newer Mercedes-Benz Metris with Communication Module capable of Mercedes me connect.
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	<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, AMD GT 4-door and all 2021 Mercedes-Benz passenger vehicles equipped with Navigation.</p> <p>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.</p>
18) Car-to-X Communication		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, AMD GT 4-door and all 2021 Mercedes-Benz passenger vehicles equipped with Navigation.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>

19) Internet Radio <sup>3)</sup>		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 <sup>2)</sup>		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			<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>

<b>27) Mercedes-Benz Apps</b>		<b>COMAND Online or Audio 20</b>	
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
<b>28) Theft notification and Parked Collision Detection</b>	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
<b>29) Interface to Third-Party Providers</b>		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. Available on all MY2020 and newer Mercedes-Benz Metris equipped with Communication Module and Navigation and capable of Mercedes me connect.

<b>30) Connection to Content Providers</b>	3 years from activation	MBUX multimedia system with pre-installation for navigation or media display	<p>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.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>
<b>31) LINGUATRONIC online voice control</b>	3 years from activation	MBUX multimedia system with pre-installation for navigation or media display	<p>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.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>
<b>32) Global Search</b>	3 years from activation	MBUX multimedia system with pre-installation for navigation or media display	<p>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.</p> <p>Available on all MY2019 and newer Mercedes-Benz Sprinter/Freightliner Sprinter with Communication module capable of Mercedes me connect.</p>
<b>33) Valet Protect</b>	3 years from activation	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 equipped with Communication Module capable of Mercedes me connect.</p>



<b>34) Speed Alert</b>	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
<b>35) ENERGIZING COACH</b>	3 years from activation	Special equipment PBR or PBP Code	Available on 2020 GLE, GLS
<b>36) Mercedes me Charge <sup>2)</sup></b>	1 year from activation	MBUX multimedia system with navigation pre-installation, Remote and Navigation Services)	Available on 2020 GLC 350e
<b>37) Remote Engine Start (for pre-entry climate control)</b>	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.
<b>38) Stolen-Vehicle Location Assistance</b>	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  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 equipped with Communication Module capable of Mercedes me connect.
<p>1) Available for use by main and co-users.</p> <p>2) The services are available only for electric and plug-in vehicles.</p> <p>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).</p>			

- 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.