

## Terms of Use for the Mercedes me connect Services

Version 001.008.018.A.18B

### 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**

<https://www.mbusa.com/en/legal-notice/connected-vehicle>.

#### 1. Scope of Application

The General Terms and Conditions for the Mercedes me connect Services ("GTC") included in this General Part presented in Article I below, the Special Part presented in Article II that follows, and the Mercedes me connect Overview of Services ("Overview of Services"), issued by Mercedes-Benz USA, LLC ("MBUSA"), (together referred to as "Terms of Use") apply to the provision of Mercedes me connect information and telematics services ("Services") by MBUSA and to the use of the Services 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, the Special Part of the Terms of Use or the Overview of Services, the provisions in the Special Part or the Overview of Services shall take precedence, with the exception of Clause 8.3 of the GTC.

#### 2. Customer, Holder

- 2.1 "Customer" is the person who fulfils the requirements of Clause 4.1 and has concluded these Terms of Use successfully and appropriately pursuant to Clause 3.1.
- 2.2 "Holder" is the person who is registered as being responsible for the vehicle in the relevant national vehicle register.

#### 3. Effective Date of the Terms of Use, Authorisation to Use the Services

- 3.1 A precondition for using the Services is that the Customer has registered with MBUSA and has accepted the Terms of Use.

The Terms of Use shall take effect between the Customer and MBUSA on the earlier of when the Customer receives a confirmation of its acceptance of the Terms of Use, or the date at which the Services are available for Customer's use for the first time.

- 3.2 Reserved.
- 3.3 When the Terms of Use enter into effect, the Customer will be entitled to use certain Services free of charge. Details can be found in the Overview of Services. The Customer may obtain more information on the Customer Portal ("Customer Portal") or by contacting MBUSA as specified in Clause 15.2.
- 3.4 The Customer can purchase the right of use for fee-based Services ("Fee-based Services") from MBUSA.

The purchase of Fee-based Services may be subject to additional the terms and conditions agreed between the Customer and MBUSA. In the event of a contradiction between this General Part of the 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 8.3 of the GTC.

#### 4. Scope of Services

- 4.1 The Services are intended for the use of natural persons whose permanent place of residence (registration address) is in the United States (the "Target Country") and who are either the Holder of the vehicle, with which the Services are to be used, or are authorised for the use of the vehicle and the Services by the Holder. As MBUSA is constantly refining the Services offered, countries where Services are available through affiliates of MBUSA may be added at any time. The United States is currently the only Target Country.
- 4.2 Subject to Clause 4.9, the Services offered by MBUSA are generally available only in the Target Country.
- 4.3 MBUSA shall provide the Customer with the Customer Portal for the Services, on which the Customer may set up a private area and manage the Services online ("User Account").
- 4.4 The Customer can link a limited number of vehicles (up to a maximum of 20) with their User Account and unlink these vehicles from the User Account again at any time. Services are specific to the vehicle for which the Services are offered and cannot be transferred to other vehicles.  
Clauses 5.2 and 5.3 apply to the connection and disconnection of vehicles.
- 4.5 The Customer can operate and use the Services via the User Gateways described in

the following paragraphs (collectively "User Gateways"); the scope of the Services available via the respective User Gateways is set forth in the Overview of Services. A precondition for using the Services via the relevant User Gateway is a User Account, unless the Terms of Use provide otherwise.

The Customer may operate and use a number of 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. Subject to Clause 8.4, the Customer also has the option of operating and using certain Services in certain Target Countries via apps on a compatible end device ("Apps"). However, individual Services may be limited when used via Apps. Moreover, the Customer may be provided with additional Services via Apps that can only be operated and used via Apps. The Customer can obtain further information, for example regarding the Target Countries for Apps and their purchase on the Customer Portal.

- 4.6 The Customer may delete the Apps at any time. In this case, 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.

**Notice: Any obligations for payment of the fees for Fee-based Services will remain unaffected by deletion of the Apps or by the described changes to the compatible end-device.**

- 4.7 The Customer will have the opportunity to activate or deactivate individual Services on their User Account. The Customer can use an activated Service as described in the 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.

**Notice: Any obligations for payment of the fees for Fee-based Services will remain unaffected by deactivation of the Services.**

- 4.8 If the Customer revokes the purchase of a Fee-based Service, MBUSA reserves the right to deactivate the affected Services.

MBUSA also reserves the right to deactivate the Services for security reasons (e.g. security gaps) or for other important reasons at MBUSA's discretion.

- 4.9 Due to the currently available technology, the provision and use of the Services may be subject to certain restrictions and inaccuracies beyond the control of MBUSA. 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 User Gateway. This applies for example 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 positioning based on global navigation satellite systems. Other disruptions, such as network overload, may hamper use of the internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Services, the mobile and land line networks or the internet.

The mobile communications connection between the vehicle and the MBUSA Vehicle Backend or the MBUSA Cloud Backend ("MBUSA Backend"), which is currently provided by an external telecommunications operator or its roaming partners, currently has an annual average service availability of 97.0%. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded.

When using data via the mobile telecommunication services, the logged-on users share the available bandwidth (so-called shared medium) in the mobile radio cells. The actually achievable transmission rate during the 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 utilisation 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 MBUSA systems or on those of upstream or downstream service providers ("Third Party Service Provider"), third party content providers ("Third Party Content

Provider”) 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).

4.10 The Services require a fully functioning power supply within 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), then 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.

4.11 MBUSA reserves the right to make amendments and supplements to the Terms of Use, provided that such amendments and supplements do not effectively create a significant burden or diminution in value for the Customer. Such amendments and supplements of the Terms of Use arise exclusively 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.

In addition, MBUSA is entitled to make changes for valid reasons, for example if new technical developments, changes in law or other similar reasons make this necessary.

Any other amendments and additions to the Terms of Use must be communicated to the Customer in text form (including email) at least two months before the date on which the amendment or addition enters into effect (calculated from the date of receipt of the notification by the Customer). They are deemed to have been accepted if the Customer does not object to them within two months of being notified of them. MBUSA will inform the Customer separately of this legal consequence in its notification.

4.12 When the Terms of Use come into effect and the vehicle is connected, a mobile data connection is used to download and automatically install software updates for the browser and vehicle components (e.g. infotainment system or Communication Module) without the need to visit a workshop

("Software Update"). The Software Update can be initiated from the vehicle or from the MBUSA 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 is 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 always reject changes or removals if they are not beneficial for the Customer or if the Customer could not be reasonably expected to accept them, taking the interests of MBUSA into account. The period of time between the individual Software Updates can vary. There is no right to demand Software Updates.

The Software Updates are subject to the availability and limitations of the mobile network and of 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 will be stored in the MBUSA Backend and shown to the Customer via the User Gateways.

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 who are responsible for providing repair and maintenance services for Mercedes-Benz ("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. 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.

4.13 Some Services may be supplemented with additional functions. The other functions are described in the Special Part of the Terms of Use and the Overview of Services. 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 other functions partly takes place via User Gateways other than the Service itself.
- 4.14 For Vehicle Types 2 (see Overview of Services) the Customer 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.
- 4.15 For certain Services (e.g. Internet radio, filling station prices, Live Traffic, Car-to-x Communication) the information available via the Service is prepared by Third Party Content Providers and may be incomplete, incorrect, not current or unavailable, in whole or in part. The information is also generated in the individual Target Countries by various Third Party Content Providers and can have a different quality in the individual Target Countries. MBUSA 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 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 MBUSA assumes no obligation or liability with respect to the accuracy of the vehicle operating data displayed in either the vehicle or the User 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" Clause of these Terms of Use.**

## 5. Requirements for Use

- 5.1 The Services are available in newer Mercedes-Benz vehicles which are fitted with an integrated communications module. Some Services require additional optional equipment in the vehicle. Details and any other requirements for use are set forth in the respective Special Part of the Terms of Use and the Overview of Services.  
For certain functions and Services, the vehicle requires a mobile data connection between the vehicle and the MBUSA Backend as well as the compatible end device of the Customer. In addition, the vehicle must have an infotainment system. Additional conditions for use or exceptions are described in the Special Part of the Terms of Use.
- 5.2 In order to be able to use the Services for a vehicle, the vehicle must be connected to a valid User Account.  
The connection takes place on site at the Participating Partners or online via the User Account. The Customer may 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. Every vehicle must only ever be assigned to one Customer as the main user; additional vehicle users may be registered as 'Co-Users' within the meaning of Clause 9.1.
- 5.3 The vehicle is disconnected when the Customer either removes the vehicle from the User Account or requests the disconnection from a Participating Partner or the Mercedes-Benz or smart Customer Assistance Center ("CAC") specified in Clause 15.2 in text form (including by email).  
The disconnection will deactivate the Services in the relevant vehicle for the Customer.  
**Notice: Any obligations for payment of the fees for Fee-based Services will remain unaffected by the disconnection.**
- 5.4 To enable using the Services, the Customer may need a compatible end device that can receive messages by email or push notifications.  
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.  
Details are provided in the Special Part of the Terms of Use and the Overview of Services.
- 5.5 In addition, use of the Services also requires regular updates of the Apps when such updates are available.
- 5.6 MBUSA may require Customer or third parties to provide additional information prior to providing requested services. For example,

MBUSA may require Customer to provide identification information or law enforcement to confirm that a vehicle may have been stolen prior to providing Stolen Vehicle Tracker services. MBUSA reserves the right to suspend or modify such requirements where reasonable, as determined in MBUSA's sole discretion.

**5.7 Notices: The display in the instrument cluster of the vehicle takes precedence over all other information channels, for example, the display via the Customer's User 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, not up to date, or unavailable; any information displayed may be current only as of the time it is queried. More extensive instructions or discrepancies arise from the Special Part of the Terms of Use. MBUSA assumes no responsibility regarding whether the information is complete, accurate, current or otherwise available to the Customer.**

**5.8 For Vehicle Types 1 (see Overview of Services) the voice-control function of certain Services and functions is based on a technical application of a Third-Party Service Provider. To use the voice-control function, the Customer must accept the Third-Party Service Provider's terms of use.**

## **6. Fees and Costs**

6.1 The Customer is not charged any fees for accepting these Terms of Use.

The fees of MBUSA apply to the Fee-based Services.

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 [Overview of Services](#).

The App is made available to the Customer free of charge.

6.2 Any costs for the mobile data connection between the vehicle and the MBUSA Vehicle Backend will generally be borne by MBUSA.

6.3 Any costs for the mobile data connection that are incurred when the Customer uses their compatible end device or other media and telecommunications equipment to access the Customer Portal or User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by their own service provider. These costs are based on the rates charged by the mobile service provider used by the Customer; higher fees may arise in other countries.

## **7. Obligations of the Customer**

7.1 The Customer warrants that they are either the owner of the vehicle or that the vehicle's owner has permitted them 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 their profile data, specifically the name, address (including email address if the Customer has a User Account) and date of birth reported to the Participating Partner or entered into the User Account, are correct. The Customer shall inform MBUSA of any changes to this data without undue delay. If the data is incorrect and communication with the Customer is therefore not possible, then MBUSA reserves the right to block the Services and shall not be liable to the Customer for any issues relating to or arising from such blocking of the Services.

**Notice: Any obligations for payment of the fees for Fee-based Services will remain unaffected by a blocking of Services.**

7.3 The Customer shall without undue delay cause the vehicle to be disconnected from the Services in accordance with Clause 5.3, if the Customer is no longer entitled to use the vehicle (e.g. because it is sold or they have lost the right to continue using the company or leased car) or if this vehicle has been destroyed.

If the Customer does not fulfil their obligation to disconnect the vehicle and another person accesses the Services in accordance with Clause 5.2, or if the Holder or owner of the vehicle reports that the Customer is no longer authorised to use the vehicle, then MBUSA 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 shall remain unaffected.

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 account. The Customer agrees not to use the account or password of another registered user without permission or to disclose the Customer's password to any unauthorized third party. The Customer shall not use the same combination of email address and password for accessing the User Account that he uses for other online services. The Customer is also responsible for all activities

- and usage of any Co-User (as defined by Clause 9.1).
- 7.5 The Customer will be entitled to use the Services only if he complies with all legal requirements and does not pursue any purposes in breach of the Terms of Use or applicable law.
  - 7.6 If the Customer identifies that the Services have been used in breach of the Terms of Use or that an unauthorised third party has carried out an inadmissible activity on the mobile network provided for the Services, or there has been unauthorized use of a password or account or other breach of security then the Customer must inform MBUSA of this without undue delay via the User Account or by contacting the CAC using one of the methods described in Clause 15.2.
  - 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 MBUSA for any loss or damage arising from the Customer's or any Co-User's breach of the obligations under the Terms of Use in accordance with applicable laws.
  - 7.9 The Customer shall indemnify, defend, and hold harmless MBUSA and its affiliates and their respective agents, representatives and Third Party Service Providers, and their employees for all claims, costs, damage and losses (including the costs of reasonable legal proceedings) caused by or arising from a third-party claim arising from or based on Customer's or Co-User's use of the Services, even where such use is permitted.
  - 7.10 The Customer is personally responsible for saving any data on their 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, to obtain the other driver's consent and advise them of the option to deactivate the Services.

## 8. Term and Termination

- 8.1 The Terms of Use will continue until terminated as permitted under the Terms of Use.  
The term of the Services is set forth in the Overview of Services or the agreement between the Customer and MBUSA.
- 8.2 Fee-based Services shall end with the expiration of the posted term of use. MBUSA will give the notice of termination in text form (including email).

- 8.3 Notwithstanding the foregoing, MBUSA 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, MBUSA will give reasonable advance notice of such change or discontinuance in text form (including email). For example, technologies can and do change over time so current technologies used by MBUSA may become obsolete or be replaced by other, different technologies, including different cellular or wifi signals, which may render any one or more of the Services inoperable with your vehicle. MBUSA 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 your vehicle.
- 8.4 The Customer may terminate the Terms of Use or individual Services at any time. The Customer will give the notice of termination via the User Account or in text form (including email) to the CAC.  
**Notice: Any obligations for payment of fees for Fee-based Services shall remain unaffected by a termination of the Terms of Use or individual Services by the Customer. Notice: The deletion of the App in accordance with Clause 4.6 and the deactivation of Services in accordance with Clause 4.7 do not constitute termination. Instead, notice of termination must be given via the Customer's User Account or in text form (including email) to the CAC.**
- 8.5 If the Customer with a previous domicile in one of the Target Countries changes their domicile to a country that is not a Target Country, the Services will be automatically terminated without notice.

If the Customer uses the Services via the App, having previously been domiciled in one of the Target Countries for the App, changes their domicile to a country that is not one of the Target Countries for the App, the Customer may no longer use the Services via the App.

- 8.6 The right to terminate the Terms of Use or individual Services for good cause remains unaffected. MBUSA will give notice of termination for good cause in text form (including email), and the Customer shall do so  
**Notice: Any obligations for payment of fees for Fee-based Services will remain unaffected by the change of domicile.**

via the User Account or in text form (including email) to the CAC.

**Notice: Any obligations to MBUSA for payment of fees for Fee-based Services will remain unaffected by the termination of the Terms of Use or individual Services by MBUSA for cause.**

- 8.7 In the event that the Terms of Use or individual Services are terminated, the relevant Services will be deactivated in the affected vehicles.
- 8.8 MBUSA can transfer all rights and obligations from the contract to a third party and/or to the local MBUSA group company domiciled in one of the Target Countries ("Contract Transfer"). MBUSA will notify the Customer of the Contract Transfer with a notice of two months in advance in text form (including email). 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 will give the notice of termination via the User Account or in text form (including email) to the CAC.

#### **9. Other Users and Co-user Authorization**

- 9.1 In order to enable other persons to access Services, the Customer may authorise 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 authorised 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 can view, operate and use certain Services in the same way as the Customer via their User Gateways (e.g. they can inquire as to the vehicle's status, program the auxiliary heating). However, the Customer is the only one who can purchase Services, terminate, activate and deactivate the 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 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 which User Gateway is used to access them. Details may be provided in the Special Part of the Terms of Use and the Overview of Services.

- 9.3 The Customer can revoke the authorisation of a Co-User at any time via the 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. MBUSA DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL 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. MBUSA'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE TERMS OF USE AND MBUSA DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH THIRD PARTY SERVICE PROVIDERS UNDER THE TERMS OF USE.

10.2 **Neither MBUSA, 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 MBUSA takes the protection of users' personal data seriously and takes care to protect the privacy of the users during the processing of such data.
- 11.2 Further details concerning the data processing, privacy and data security are provided in the Connected Vehicle Privacy Notice <https://www.mbusa.com/en/legal-notice/connected-vehicle> for the Mercedes me connect 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.**

**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.

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

NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN 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, MBUSA WILL PAY THE CUSTOMER'S SHARE OF ARBITRATION FEES (NOT INCLUDING THE CUSTOMER'S ATTORNEYS' FEES) UP TO A MAXIMUM OF \$2,500. IF THE ARBITRATOR RULES AGAINST MBUSA, IN ADDITION TO ACCEPTING WHATEVER RESPONSIBILITY IS ORDERED BY THE ARBITRATOR, MBUSA WILL REIMBURSE THE CUSTOMER'S REASONABLE ATTORNEYS' FEES AND COSTS UP TO A MAXIMUM OF \$5,000, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF THE CUSTOMER'S CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH. IN ADDITION, IF THE ARBITRATOR RULES IN MBUSA'S FAVOR, MBUSA WILL NOT SEEK REIMBURSEMENT OF MBUSA'S ATTORNEYS' FEES AND COSTS, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF THE CUSTOMER'S CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH.

To help resolve any issues promptly and directly, the Customer and MBUSA agree to begin any arbitration within one (1) year after a claim arises; otherwise, the claim is waived.

It is important that the Customer understands that by entering into these Terms of Use, the Customer and MBUSA are each waiving the right to a trial by jury or to participate in a class action against the other party for claims that are covered by this "Dispute Resolution" Clause. The arbitrator's decision will be



conclusive and binding and may be entered as a judgment in any court of competent jurisdiction.

12.2 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.

12.3 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.

12.4 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.

12.5 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 MBUSA, any waiver must be in writing.

12.6 Customer may not assign these Terms of Use, in whole or in part, without the prior written consent of MBUSA, and any assignment in violation of this Clause shall be null and void. MBUSA 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 MBUSA in the Terms of Use may accrue to, or be fulfilled by, any affiliate, as well as MBUSA and/or its subcontractors.

12.7 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.

12.8 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. Contact Details

13.1 The Services are provided by:  
Mercedes-Benz USA, LLC  
One Mercedes-Benz Drive  
Sandy Springs, GA 30328-4201

13.2 Contact details for CAC:  
Mercedes-Benz USA, LLC  
Customer Assistance Center  
One Mercedes-Benz Drive  
Sandy Springs, GA 30328-4201  
1-800-367-6372

Email Address	Phone No.*
<a href="mailto:me-connect.usa@cac.mercedes-benz.com">me-connect.usa@cac.mercedes-benz.com</a>	1-800-367-6372

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

Customer Portal: [www.mercedes.me](http://www.mercedes.me)

## II. Special Part

The following terms and conditions of this Special Part apply to specific Mercedes me connect Services. Such Services may not be available to all Customers.

### 1. Maintenance Management

This Service enables the Customer to receive individual non-binding offers from the Service Partners, selected by the Customer in advance, in the event of an established need for maintenance in the vehicle. These messages are sent by MBUSA on behalf of the dealer.

### 2. Telediagnosics

With this Service, MBUSA records messages concerning wear and tear and outages to the extent these can be clearly interpreted and are available through monitoring of diagnosable components. MBUSA will transmit this information to the Service Partner pre-selected by the Customer in order to allow the Service Partner to contact the Customer and the Customer to inform the Service Partner of a preferred appointment date. Messages regarding appointment booking are sent by MBUSA on behalf of the dealer.

### 2.1 Battery Observer

The "Battery Observer" function allows the Customer to monitor the charge status of the vehicle battery. When the charge drops below a specific level, the Customer is warned via their selected contact channel and prompted to charge the battery.

## 2.2 Telediagnosics Display Message

With the Telediagnosics Display Report function, MBUSA records certain wear and tear and malfunction messages, to the extent these can be clearly interpreted and are available through monitoring of diagnosable components. Via the infotainment system, the Customer receives a pop-up message through which the Customer can enter into direct contact with the CAC.

## 3. Accident Recovery and Breakdown Management

This Service enables the Customer to establish a telephone connection with the CAC from the vehicle and to obtain specific support after an accident or breakdown, as well as answers to questions about the vehicle operation, the nearest Mercedes-Benz Service station or other products and services of Mercedes-Benz in an informational call.

## 4. Accident Recovery Management

This Service allows the passengers of a vehicle registered for the Assist Services to establish a telephone connection with the CAC following a Mercedes-Benz emergency call, and to transmit the vehicle data necessary and appropriate for the Service, which has been recorded in line with its technical design, as well as the current position of the vehicle, to the CAC in order to obtain additional assistance.

## 5. Breakdown Management

The vehicle can automatically detect possible breakdowns based on technical data. This Service allows the passengers of a vehicle registered for the Assist Services to establish a telephone connection with the CAC from the vehicle in the event of an acknowledged breakdown and to transmit the vehicle data necessary and appropriate for the Service, which has been recorded in line with its technical design, as well as the current position of the vehicle, to the CAC in order to obtain targeted assistance.

## 6. Remote Vehicle Diagnostics

This Service enables the Service Partner pre-selected by the Customer, the MBUSA

technical market support and the CAC to retrieve the technical vehicle status in the form of diagnostic data. Diagnostic data are retrieved as preparation for a workshop appointment or as diagnostic support during the workshop visit. In the event of a breakdown the CAC can inform a Service Partner employee of the vehicle status using the diagnostic data to facilitate a faster, more targeted repair.

## 7. Remote Retrieval of Vehicle Status/Remote Status

With this Service, the Customer is able to view vehicle operating data (e.g. fuel tank level, mileage, average fuel consumption, tyre pressure, maintenance interval, charging level of the high-voltage battery, electric range) via certain User Gateways in order to inform himself about the condition of the vehicle. Moreover, the Customer also has the option of defining certain events that will trigger an automatic message to the Customer via the notification channel set up in the User Account when they occur, for example when a vehicle's high-voltage battery is fully charged.

## 8. Programming Charging Settings, Pre-Entry Climate Control

8.1 If a Customer uses a vehicle powered by an electric battery, this Service offers the option of intelligently charging the vehicle remotely. This includes, for example, setting the charging mode or scheduling the next time the vehicle is to be used. This Service also enables the Customer to operate the vehicle's advance climate control via certain User Gateways.

8.2 Moreover, the Customer can also have charging stations and the number of free charging points displayed via certain User Gateways. The Customer can also enter this information into the infotainment system as a destination address. The electric range of the vehicle is calculated and displayed via certain use gateways of the vehicle.

## 9. Remote Door Locking and Unlocking

This Service allows the Customer to check whether the vehicle doors are open or closed via certain User Gateways and – depending on the vehicle version – to view information on whether windows, boot, sun roof and fuel cap are open or closed, and – depending on the vehicle version – to lock and unlock them remotely.

## 10. Personalization

The Customer can set up profiles in the vehicle (e.g. Favourites settings, vehicle settings, settings for the display of the instrument panel)

and can save and edit these under a name specified by the Customer. The Service allows the profiles to be transferred between the vehicle and the MBUSA Vehicle Backend, and to be retrieved via certain User Gateways of the Customer.

**11. Parked Vehicle Locator**

The Customer has the option of using certain User Gateways to display a map showing the location where the vehicle is parked. For data protection reasons, the Customer is only able to view the location of the vehicle if the vehicle is within a distance of approximately 1.5 km or 1 mile.

**12. Vehicle Tracking**

This Service enables the Customer to determine the current location of the vehicle via certain User Gateways.

**13. Route Planning**

13.1 This Service enables the Customer driving a vehicle with a battery electric drive to plan a trip or route via certain User Gateways.

13.2 In addition, the Customer can use this Service via certain User Gateways to search for charging stations for a battery electric vehicle and to have them displayed on a map and in list form, to query information on charging stations and to filter the charging stations.

13.3 The "Last Mile Navigation" function enables the Customer to use the location of the parked vehicle and, if applicable, the current destination address on the vehicle's infotainment system at the end of the trip in order to direct the Customer on a compatible end device from the parked vehicle to the destination address, if the Customer's vehicle and compatible end device have a suitable Bluetooth-based communication connection.

13.4 The "Trip Statistics" function enables the Customer to see various statistics (e.g. average speed, distance travelled and time spent in the vehicle). A required condition for use is that the Customer has activated the "Remote Retrieval Vehicle Status" Service.

13.5 The "Journey Time Forecast" function enables the Customer to view the route for various destination addresses and the estimated arrival times at these addresses via certain User Gateways. A required condition for use is that the Customer has activated the "Live Traffic Information" Service in the vehicle. A requirement for using the location of the parked vehicle for this function is that the Customer has activated the Service "Parked Vehicle Locator".

**14. Geofencing**

This Service allows the Customer to ascertain via certain User Gateways whether and where the vehicle leaves or enters one or more areas defined by him.

**15. Concierge-Service**

15.1 The "Concierge Service" allows the Customer to obtain certain remote information from a Concierge about various topics of interest to the Customer (e.g. route and traffic information or information on points of interest, general knowledge, weather, sporting events, cultural events, stock market prices and events on the stock market, hotels, restaurants and bars or travel) or information the Customer needs in emergency situations (e.g. information regarding the nearest doctor). In this respect, the Customer could possibly receive information about third-party offers.

15.2 The Customer can additionally enlist the services of a Concierge to undertake bookings or orders which require corresponding payments. Processing the commercial orders and bookings through the Concierge requires that the Customer provides credit card details and answers a security question. The credit card details are used solely to render the desired Services and are not stored. The Customer determines the security question and answer in the Customer Portal.

**16. Live Traffic Information**

This Service allows the Customer to receive live traffic updates through a mobile data connection in the vehicle.

**17. Car-to-X Communication**

This Service allows the exchange of updated traffic information on dangerous situations (e.g. broken-down vehicles, accidents, vehicles with switched on warning light, heavy rain, fog and slick road surfaces) between vehicles for which this Service has been activated using the MBUSA Vehicle Backend.

**18. Internet Radio**

This Service allows the Customer to use certain Internet radio services in the vehicle.

**19. Available Parking Spaces**

This Service allows car park locations, together with the number of currently unoccupied parking bays, to be displayed via access points specified by the Customer. The Customer can copy these locations into the infotainment system as target addresses or send them from the App to the infotainment system and copy

them there as target addresses. Additional information about multi-level car parks and on-street parking (e.g. address, occupancy, opening hours, prices, height, width, availability determined on the basis of historical data, parking times) will be displayed via certain User Gateways. In addition, MBUSA will provide the Customer with the technical interface to the parking service provider Parkopedia Ltd. ("Parkopedia"). Parkopedia will enable the Customer to rent the parking garage space selected by the Customer via certain User Gateways from third-party parking space providers (e.g. parking garage operators or public and private parking space operators ("Third-Party Parking Space Providers")) for the intended parking duration. If the selected parking space carries a fee, the payment transaction between the Customer and the Third-Party Parking Space Provider will be processed via third-party payment service providers ("Payment Service Providers"). For this, the Customer must provide credit card details to the Payment Service Provider via the User Account. In addition, the Customer needs a so-called RFID card ("Parking Card"), which he can order on the Customer Portal free of charge. The Parking Card enables the Customer to drive into a parking garage without a ticket and to have the parking charges calculated to the minute. In the event of payment default, MBUSA reserves the right to block the parking card.

**20. Fuel Station Prices**

This Service allows the Customer to display filling stations within a radius of the current vehicle position or in a selected map section in the infotainment system of the Customer's vehicle.

**21. Online Map Update**

This Service allows the Customer to update to current status the navigation map data in the infotainment system of the Customer's vehicle at regular intervals.

**22. e-Navigator/Charging Stations**

This Service allows the Customer to display charging stations POIs and the number of free charging points in the infotainment system of the Customer's vehicle. The Customer can also enter this information into the infotainment system as a destination address. Moreover, the electric range (driving distance) of the Customer's vehicle is also calculated and displayed in the infotainment system of the Customer's vehicle.

**23. Local Search**

**23.1** This Service allows the Customer, by means of an online free text or voice command search, to search for addresses and points of interest (e.g. restaurants, cafés, bars, hotels, businesses, shopping) within a radius of the current vehicle position and, if the Customer has entered a destination address in the Customer's vehicle infotainment system and the navigation system is activated, to search for points of interest within a radius along the selected route or also within a radius of another address. The search results can be displayed in the infotainment system of the Customer's vehicle and can also be entered in the infotainment system as a destination address.

**23.2** The "POI Download" function enables the Customer to search for addresses and points of interest (e.g. restaurants, hotels, shopping opportunities) on a variety of online navigation maps offered by certain Third Party Content Providers and via the Mercedes me App, to send the results to the vehicle's infotainment system, and to transfer them into the system as destination addresses.

**24. Weather**

This Service allows the Customer to display the weather within a selected map section in the infotainment system of the Customer's vehicle.

**25. Predictive Navigation**

This Service allows the Customer to receive suggestions for destination addresses based on a probability model. A requirement for using the Service "Predictive Navigation" is that the Customer has activated the Service "Vehicle Tracker", and that there is a Bluetooth connection between the Customer's vehicle and the Customer's compatible end-device.

**26. Mercedes Benz Apps**

**26.1 Internet Radio**

This Service allows the Customer to use certain Internet radio services in the vehicle. Depending on the infotainment system of the Customer's vehicle, the Customer needs to establish a mobile data connection for the streaming of "Internet radio" via the compatible end device or to purchase a certain data volume via the Customer Portal.

**26.2 Local Search**

This Service allows the Customer, by means of an online free text or voice command search, to search for addresses and points of interest (e.g. restaurants, cafés, bars, hotels, businesses, shopping) within a radius of the current vehicle position and, if the Customer has entered a destination address in the

Customer's vehicle infotainment system and the navigation system is activated, to search for points of interest within a radius along the selected route or also within a radius of another address. The search results can be displayed in the infotainment system of the Customer's vehicle and can also be entered in the infotainment system as a destination address. The "POI Download" function enables the Customer to search for addresses and points of interest (e.g. restaurants, hotels, shopping opportunities) on a variety of online navigation maps offered by certain Third Party Content Providers and via the Mercedes me App, to send the results Customer's vehicle's infotainment system, and to transfer them into the system as destination addresses.

#### 26.3 Weather

This Service allows the Customer to display the weather within a selected map section in the infotainment system of the Customer's vehicle.

#### 26.4 e-Navigator

This Service allows the Customer to display charging stations POIs and the number of free charging points in the infotainment system of the Customer's vehicle. The Customer can also enter this information into the infotainment system as a destination address. Moreover, the electric range (driving distance) of the Customer's vehicle is also calculated and displayed in the infotainment system of the Customer's vehicle.

#### 27. Interface to Third-Party Service Providers

This Service enables the Customer to share data with Third Party Service Providers selected by the Customer through MBUSA, if MBUSA provides this in the individual case. If so provided by MBUSA in individual cases, the Customer can allow the Third-Party Service Provider to amend data held by MBUSA or send commands to MBUSA which are transmitted to the vehicle.

#### 28. Connection to Content Providers

With this Service MBUSA enables the Customer to retrieve information from the vehicle via an interface to Third Party Content Providers (e.g. currently Yelp and TripAdvisor). The information retrieved in this manner comes exclusively from the Third Party Content Providers.

#### 29. LINGUATRONIC Voice Control System

This Service enables the Customer to operate various functions in the vehicle and to query information from MBUSA or Third Party Content Providers by means of voice input. Any voice control system that may be available in

the vehicle is supplemented by voice recognition outside the vehicle in the MBUSA Vehicle Backend.

The operation of certain topic areas may require activation of additional services. For certain topic areas, such as messaging, the online LINGUATRONIC Voice Control System Service requires an active Bluetooth connection between the compatible end device and the vehicle.

#### 30. Global Search

This Service enables the Customer to receive information via the MBUSA Backend about vehicle functions, other Mercedes me connect Services and information from MBUSA or Third Party Content Providers using a central search service.

#### 31. ECO Display

This Service allows the Customer to view the vehicle operating data of the last trip (e.g. vehicle speed overview, switching behaviour, start-stop statistics, etc.) via certain User Gateways.

#### 32. Park Service Tracking

This Service allows the Customer to define an area for a compatible end-device via certain User Gateways and to get automatic push notifications in a compatible end-device when the vehicle leaves this area. In addition, the Customer can use push notifications to obtain information on the times when the ignition of the vehicle is activated or deactivated.

#### 33. Notification of Speed Limit Violation

This Service enables the Customer to define a speed limit via certain User Gateways, and to receive notification in the Customer Portal when this limit is exceeded.

#### 34. Remote Engine Start (for pre-entry climate control)

This Service enables the customer to turn the vehicle engine on and off remotely via certain User Gateways. This allows the Customer to heat the vehicle and to charge the vehicle battery. The vehicle runs for a maximum of ten minutes after an engine start.

#### 35. Stolen Vehicle Locator

This Service enables the Customer to support the investigation authorities for locating a stolen vehicle by providing certain data via the CAC or a certified downstream provider.

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The data services for certain services and functions in these Terms of Use are based on a technical application of a Third-Party Service Provider. Click here to see the Terms and Conditions: <https://legal.here.com/terms/serviceterms/>

The voice-control function of certain services and functions in these Terms of Use is based on a technical application of a Third-Party Service Provider. To use the voice-control function, the Customer must accept the Third-Party Service Provider's terms of use.

**Annex 1 – Terms and Conditions of the Third-Party Service Provider**

**Other Notices  
for the Mercedes me connect Services**

**1. Preamble**

Mercedes-Benz USA ("MBUSA") observes high standards of quality and product safety in its products. For this it has developed appropriate measures and security precautions for each of its offered Services, among other things. 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 Customers who 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 use of the Services impedes safe operation of the vehicle, the Customer should not use the Services. MBUSA assumes no obligations or liability relating to the Customer's use of the Services while operating the vehicle.
- 2.2 The Customer is at all times responsible for the Customer's own actions. Moreover, these Services do not relieve the Customer from any responsibility and accountability for ensuring the driving capability and road safety of the vehicle. MBUSA does not assume any liability for any failure of the Customer to undertake necessary maintenance and repair work.
- 2.3 The laws of the applicable jurisdiction must be observed by the Customer or authorized Co-User at all times. The Customer should be aware of any laws applicable to the use of cell phones and smartphones in the applicable jurisdiction.
- 2.4 To the extent possible, voice control actions and/or read-aloud functions should be used by Customer while operating the vehicle. That a Service or feature of a Service is available to Customer while Customer is operating the vehicle does not mean that use of such Service or Feature is recommended or authorized by MBUSA for use while operating the vehicle.
- 2.5 MBUSA expressly refers to the operating instructions and all warnings provided with the Services, which must be observed by the Customer.
- 2.6 MBUSA 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 MBUSA.
- 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 MBUSA Vehicle Backend correctly or in a timely manner. The Customer is responsible for use of status queries and reliance on any information provided thereby.

**3. Involvement of Third-Party Service Providers/Content Providers**

MBUSA 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.

MBUSA does not make any guarantees relating to the content, correctness, topicality, completeness and availability of any information made available through the Services from any Third Party Content Provider. Furthermore, MBUSA does not assume any obligation to monitor, report on, update, complete, correct, or ensure the availability of any information nor does MBUSA claim any liability relating to the correctness, topicality, availability, or quality of the information. MBUSA has no influence on the operation or functionality of the corresponding technical applications of the Third-Party Service Providers or Third Party Content Providers. The Third-Party Service Providers or Third Party Content Providers may change or discontinue the functionality or individual functions of their services. Some of the functions of the Third-Party Service Providers or Third Party Content Providers may not be available everywhere. Therefore, the Customer uses the information at Customer's own risk and discretion and is responsible for any use of the information and any decisions made on the basis of the information.

MBUSA 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.

MBUSA does not claim any obligations or liability with respect to Customer accounts with Third Party Content Providers that may be linked to the Services by the Customer. These links are the sole responsibility of the Customer. Certain additional terms and conditions may apply with respect to use of the services or content provided by Third Party Content Providers, and Customer's use of such services is deemed to constitute its

acceptance of any such additional terms and conditions. The Customer is obligated to deactivate any such linked accounts in the Customer Portal if he learns of security problems with the Third-Party Service Provider or in the event of loss of access data to the linked account.

#### **4. Third Party Equipment**

- 4.1 The Customer is responsible for any equipment not provided by MBUSA used in connection with the Services. MBUSA shall not be liable for any damages arising from the Customer's use of third party equipment in connection with the Services.
- 4.2 MBUSA reserves the right to modify and/or to deactivate individual Services at MBUSA's sole discretion, as well as to change the selection of the Third-Party Service Providers, the available data and the available commands.
- 4.3 Data on the charging progress and charging status may be incomplete, incorrect or not up-to-date in full or in part.
- 4.4 Devices and objects in the vehicle should always be kept in a manner that would 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. MBUSA 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.

#### **5 Special Notices for Individual Services**

##### **5.1 Live Traffic Information and Car-to-X Communication**

All relevant traffic information or dangerous situations may not be collected or reported through Live Traffic Information and Car-to-X Communication. The information available through these Services is generated by other Customers or drivers and a Third Party Content Provider and the information may be incorrect, incomplete or not up to date, in whole or in part. MBUSA assumes no obligation to confirm the completeness, accuracy or timeliness 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 at their own risk and discretion; accordingly, the Customer or driver are responsible for confirming that the information is complete, correct and up-to-date.

##### **5.2 Remote Locking and Unlocking of Doors**

The unattended remote opening of the vehicle may increase the risk of theft of the vehicle or items located inside the vehicle. MBUSA 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. MBUSA accepts no liability for any damages or claims that arise from the Customer's actions of locking and unlocking of the vehicle, and the Customer shall indemnify and hold MBUSA harmless from any third party claims arising from such actions.

##### **5.3 Available Parking Spaces**

The Service shows only available parking spaces, however the information provided may, at any time, be inaccurate, incomplete, or not up to date. MBUSA 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). In addition, the Customer acknowledges and agrees that MBUSA shall not be responsible or liable for any loss or damage whatsoever arising from any inability or unsuitability of parking or losses to vehicles or the contents of the same resulting from fire, theft, collision or any other cause arising from the Unoccupied Available Parking Spaces Service.

This Service may be unavailable in the event of any system errors and/or loss of connection to the Service and MBUSA disclaims all liability associated with any such unavailability or interruption.

##### **5.4 Remote Engine Start**

Before you activate the Remote Engine Start make sure - among other things - that the vehicle is not in a closed space without adequate ventilation, that the exhaust pipe is free, that the vehicle cannot come in contact with flammable materials and that it does not show any significant damage.

##### **5.5 Stolen Vehicle Locator**

MBUSA uses reasonable efforts to attempt to locate a Customer's vehicle, however, MBUSA may cease continuing to locate Customer's vehicle after not being able to do so within a reasonable period of time, as determined within MBUSA's sole discretion. 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.



# Mercedes me connect Overview of Services

Version 003.008.018.A.18B

Use possible with Mercedes me user account via the Mercedes me portal	Use possible with Mercedes me user account via the Mercedes me app or Mercedes me Web app <sup>1)</sup>	Use possible via infotainment system in the vehicle	Terms	Required optional extras	Available in the following model series
Availability for use			Further information		

1) Maintenance Management <sup>1)</sup>	<input type="checkbox"/>		From activation <sup>5) 6)</sup>		<b>Transmission Mode 2:</b> Available on all 2019 Mercedes-Benz passenger vehicles
2) Telediagnosics <sup>1)</sup>	<input type="checkbox"/>				Available on all 2019 Mercedes-Benz passenger vehicles
Other functions					
2.1) Battery Observer	<input type="checkbox"/>	<input type="checkbox"/>	From activation <sup>5) 6)</sup>		Available on 2019 C-Class Sedan, C-Class Coupe, E-Class Sedan, E-Class Wagon, S-Class, S-Class Coupe, S-Class Cabriolet, GLC, GLC-Coupe
2.2) Telediagnosics Display Messages					Available on all 2019 Mercedes-Benz passenger vehicles

3) Accident Recovery and Breakdown Management	<input type="checkbox"/>		From activation <sup>5) 6)</sup>	Available on all 2019 Mercedes-Benz passenger vehicles
4) Accident Recovery Management <sup>1)</sup>	<input type="checkbox"/>		From activation <sup>5) 6)</sup>	Available on all 2019 Mercedes-Benz passenger vehicles
5) Breakdown Management <sup>1)</sup>	<input type="checkbox"/>		From activation <sup>5) 6)</sup>	Available on all 2019 Mercedes-Benz passenger vehicles
6) Remote Vehicle Diagnostics	<input type="checkbox"/>		From activation <sup>5) 6)</sup>	Available on all 2019 Mercedes-Benz passenger vehicles

8) Remote Retrieval of Vehicle Status/Remote Status	<input type="checkbox"/>	<input type="checkbox"/>	3 years from activation, if available ex factory <sup>4) 5)</sup>	Remote Online/COMAND Online/MBUX Multimedia System	Available on all 2019 Mercedes-Benz passenger vehicles	
10) Programming of charging settings and pre-climate control <sup>2)</sup>	<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 plug-in hybrid and electric Mercedes-Benz passenger vehicles	
11) Remote Door Locking and Unlocking	<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles	
12) Personalization	<input type="checkbox"/>				Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door	
13) Parked Vehicle Locator	<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles	
14) Vehicle Tracking	<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles	
15) Route Planning <sup>2)</sup>	<input type="checkbox"/>				Available on all 2019 plug-in hybrid and electric Mercedes-Benz passenger vehicles	
16) Geofencing	<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles	
Further functions						
Last Mile Navigation		<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles	
Trip Statistics		<input type="checkbox"/>	Available on all 2019 Mercedes-Benz passenger vehicles			
Estimated Driving Time		<input type="checkbox"/>	Available on all 2019 Mercedes-Benz passenger vehicles			
17) Concierge Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1 year from activation <sup>4) 5)</sup>	COMAND Online or MBUX Multimedia System	Available on all 2019 Mercedes-Benz passenger vehicles <u>with Navigation</u>

19) Live Traffic Information <sup>4)</sup>	<input type="checkbox"/>	<input type="checkbox"/>	3 years from activation, if available ex factory <sup>4) 5)</sup>	COMAND Online or MBUX Multimedia system or Mercedes-Benz SD Navigation Package	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door
20) Car-to-X Communication	<input type="checkbox"/>	<input type="checkbox"/>		COMAND Online or MBUX Multimedia System	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door
21) Internet Radio	<input type="checkbox"/>	<input type="checkbox"/>	3 years from activation <sup>5)</sup>	COMAND Online or Audio 20 with Remote Online or MBUX Multimedia System <sup>3)</sup>	Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door
22) Available Parking Spaces		<input type="checkbox"/>	3 years from activation	COMAND Online or MBUX Multimedia System	<b>Vehicle Types 1:</b> Available on 2019 C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door <b>Vehicles Types 2:</b> Available on 2019 A-Class
23) Fuel Station Prices	<input type="checkbox"/>	<input type="checkbox"/>			<b>Vehicle Types 1:</b> Available on 2019 C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door <b>Vehicles Types 2:</b> Available on 2019 A-Class
24) Online Map Update	<input type="checkbox"/>				<b>Vehicle Types 1:</b> Available on 2019 C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door <b>Vehicles Types 2:</b> Available on 2019 A-Class
25) e-Navigator/Charging Stations <sup>2)</sup>	<input type="checkbox"/>	<input type="checkbox"/>			Available on 2019 A-Class, C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door
26) Local Search	<input type="checkbox"/>	<input type="checkbox"/>			<b>Vehicle Types 1:</b> Available on 2019 C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door <b>Vehicles Types 2:</b> Available on 2019 A-Class
27) Weather	<input type="checkbox"/>	<input type="checkbox"/>			<b>Vehicle Types 1:</b> Available on 2019 C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door <b>Vehicles Types 2:</b> Available on 2019 A-Class
28) Predictive Navigation		<input type="checkbox"/>			<b>Vehicle Types 1:</b> Available on 2019 C-Class, E-Class, CLS-Class, S-Class, G-Class and AMG GT 4-door <b>Vehicles Types 2:</b> Available on 2019 A-Class

30) Mercedes-Benz Apps						
30.1) Internet Radio <sup>3) 4)</sup>	<input type="checkbox"/>	<input type="checkbox"/>		3 years from activation <sup>5)</sup>	COMAND Online or MBUX Multimedia System or Audio 20 or Remote Online	Available on all 2019 Mercedes-Benz passenger vehicles
30.2) Local Search	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 Mercedes-Benz passenger vehicles
Further functions						
POI Download (download POI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles
30.3) Weather	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 Mercedes-Benz passenger vehicles
30.4) e-Navigator	<input type="checkbox"/>	<input type="checkbox"/>				Available on all 2019 plug-in hybrid and electric Mercedes-Benz passenger vehicles
37) Interface to Third-Party Providers						
38) Smart Home						Available on 2019 A-Class
39) Connection to Content Providers						Available on 2019 A-Class

40) LINGUATRONIC Voice Control System Online		<input type="checkbox"/>		MBUX Multimedia System	Available on 2019 A-Class
41) Global Search	<input type="checkbox"/>	<input type="checkbox"/>		MBUX Multimedia System	Available on 2019 A-Class
43) Eco Display	<input type="checkbox"/>	<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles
44) Park Service Tracking		<input type="checkbox"/>			Available on all 2019 Mercedes-Benz passenger vehicles
45) Notification of Speed Limit Violation	<input type="checkbox"/>		3 years from activation		Available on all 2019 Mercedes-Benz passenger vehicles
46) Remote Engine Start	<input type="checkbox"/>	<input type="checkbox"/>	3 years from activation	26U Remote Engine Start	Available on 2019 A-Class, CLA, GLA, C-Class, E-Class, CLS, S-Class, GLC, GLE, GLS, G-Class
44) Stolen Vehicle Locator			3 years from activation		Available on all 2019 Mercedes-Benz passenger vehicles

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 a 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 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.