

TERMS OF USE FOR THE MERCEDES-BENZ DIGITAL EXTRAS

Version 001.008.002.A.25-10

I. General Part

THESE TERMS OF USE FOR THE MERCEDES-BENZ DIGITAL EXTRAS (FORMERLY 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 13 FOR INFORMATION.

The Mercedes-Benz Digital Extras information, telematics, and related 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, available at www.mbusa.com/en/legal-notice/connected-vehicle.

1. Scope of Application

1.1 The following terms of use for the Mercedes-Benz Digital Extras and the Service Descriptions offered in the Customer Portal, the Mercedes-Benz Store (formerly the Mercedes me connect store), or other Mercedes-Benz Digital Extras Use Gateways 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-Benz Digital Extras information, telematics, and related services by the Provider, including, but not limited to: (i) Digital Extras purchased through the Mercedes-Benz Store (the "Store," including the Store as accessed online or through a vehicle); (ii) Third-Party Apps purchased through the Third-Party Marketplace; and (iii) other Mercedes-Benz Digital Extras features and services offered by Provider via the Mercedes-Benz Apps ("App-based Services") or other Connected Devices ((i) – (iii), collectively, "Services"), and to their use

by the Customer.

1.2 The Service Descriptions in the Customer Portal and at www.mbusa.com/en/legal-notice/connected-vehicle ("Service Descriptions") and Further Notices for the Mercedes-Benz Digital Extras in Section II are key elements of these Terms of Use. In the event of a conflict between Section I of these Terms of Use, and either the Service Descriptions or Section II, the Service Descriptions and Section II shall take precedence.

2. CUSTOMER, HOLDERCUST

2.1 "**Customer**" is the person who fulfils the requirements of Clause 3.1 and has accepted these Terms of Use pursuant to Clause 3.1. The Customer may be a consumer or a natural or legal person acting in exercise of its commercial or professional capacity ("Business User"). Business Users must be at least 18 years of age.

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 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 law or other similar reasons make this necessary.

3.4 Any other amendments and additions to the Terms of Use will be communicated to the Customer in writing (including by email, SMS and/or message in the Mercedes-Benz inbox) at least one month 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 one month 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 may be entitled to use certain services free of charge. The Customer may obtain additional information on the Customer Portal.

4.2 The Customer may acquire the right to use paid Digital Extras offered by Provider.

4.3 Additional terms and conditions apply to the acquisition and use of paid Digital Extras acquired through the Mercedes-Benz Store (the "Additional Terms and Conditions for Activation of Paid Digital Extras"). The Additional Terms and Conditions for Paid Digital Extras 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 Paid Digital Extras, the provisions in the Additional Terms and Conditions for Paid Digital Extras shall take precedence with the exception of Clause 8.3 of this General Part of these Terms of Use.

4.4 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 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. Certain Third-Party Services may be available

outside the Third-Party Marketplace. Section V of these Terms of Use contains important information about certain of these services, including certain terms of use and information about privacy practices ("Third-Party Terms"). 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 or the Third-Party Terms, the provisions of the Additional Terms and Conditions for the Third-Party Marketplace or the Third-Party Terms, as applicable, shall take precedence with the exception of Clause 8.3 of this General Part of these Terms of Use.

4.5 The Services are intended for use by persons whose permanent place of residence or Business Users whose place of business (i.e., registration address) is in the United States of America or its territories ("Target Country"). With respect to Services that are used in connection with a connected vehicle, the Services are intended for use by persons 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. Certain Services may be available for use with devices manufactured by third parties ("Connected Devices") and may not require a connection to a Mercedes-Benz or Freightliner Sprinter vehicle.

4.6 The scope of the services, conditions of use, availability and, where applicable, further information are set out in the respective Service Description in the Customer Portal, in the Mercedes-Benz Store or Third-Party Marketplace, or in materials Provider delivers to Customer. The scope of Services may vary depending on the vehicle type and/or equipment or device. The Provider reserves the right to further develop the Services at any time and to add, change or remove individual functions.

4.7 Additional target countries may be offered by Provider at any time. The United States is currently the only Target Country.

4.8 Provider shall provide the Customer with the use of a Use Gateway, on which the Customer may manage the Services online ("User Account").

4.9 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. Provider may permit Business Users to link additional vehicles. 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 paid Digital Extras 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-Benz Account, along with a text message to the mobile phone number associated with the Customer's User Account. Provider may also limit the number of Connected Devices that can be linked to a User Account.

4.10 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-Benz Store.

4.11 The Customer may operate, use, and permit others to 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.

4.12 The Customer also has the option of operating and using certain Services, including App-based Services, via apps on a compatible end device ("Mercedes-Benz Apps"). For the avoidance of doubt, references to Mercedes-Benz Apps in these Terms of Use do not include Third-Party Apps. Mercedes-Benz 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

Mercedes-Benz Apps. Moreover, the Customer may use Mercedes-Benz Apps to receive additional Services that can only be operated and used via Mercedes-Benz Apps. The Customer can obtain additional information, for example, regarding the target countries for Mercedes-Benz Apps and their purchase, in the Customer Portal.

4.13 The Customer may delete the Mercedes-Benz Apps at any time. In this case, the Customer will no longer have any access to the Services via the Mercedes-Benz Apps. Furthermore, changes made to the compatible end device (e.g. update of the operating system, jail- breaking) could render the Mercedes-Benz 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 Mercedes-Benz Apps or by changes to the compatible end device.

4.14 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 paid Digital Extras or Third-Party Apps, as applicable, will remain unaffected by a deactivation of the Services.

4.15 If the Customer revokes the purchase of paid Digital Extras, the Provider reserves the right to deactivate the affected Services.

4.16 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.

4.17 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), or on a Connected Device, and that in the Customer's respective Use Gateway. This applies in particular to the availability of the mobile data connection provided by telecommunications service providers, 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 telecommunications service providers. 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 Mercedes-Benz Apps may also be subject to limitations and inaccuracies due to the unavailability of or disruptions in the Mercedes-Benz 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 Mercedes-Benz Apps).

4.18 Services with respect to a connected vehicle 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.

4.19 Services that are used in connection with a connected vehicle 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.

4.20 When these Terms of Use enter into effect and a 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 ("Vehicle Software Update"). The Vehicle 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 Vehicle Software Update cannot be deactivated by the Customer. Connected Devices may also be updated via over-the-air software

updates ("Device Software Updates", and together with Vehicle Software Updates, "Software Updates"). 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.

4.21 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.

4.22 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 Service 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") 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), or the Connected Device may be restricted for a limited period of time. In the unlikely event that a fatal technical error occurs during the installation of the Vehicle Software Update, the functionality may continue to be restricted and a workshop repair may be needed.

4.23 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.

4.24 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.

4.25 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 in some cases is automatically translated by a Third Party Content Provider or Third Party Service Provider function. This information 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 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.

4.26 The display in the instrument cluster of the vehicle takes precedence over all other information channels with respect to Services that are used in connection with a connected vehicle, 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 telecommunications service providers, 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, devices or equipment 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 these Terms of Use.**

5. REQUIREMENTS FOR USE

The Services for use in connection with a connected vehicle 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. Some Services are available via a separate device and do not require a connected vehicle for use. 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 and/or devices in which the Services are available from the Service Partners. For certain functions and Services, the vehicle or device requires a mobile data connection between the vehicle or device and the Backend as well as the compatible end device of the Customer. In addition, for Services that are used with a connected vehicle the vehicle must have an infotainment system. Such 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 paid Digital Extras 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 or Connected Device, the vehicle or Connected Device must be connected to a valid User Account. Connection takes place at a Service Partner's premises or online via the User Account. The Customer can obtain more information in the Customer Portal or from Service Partners. Services in the vehicle or Connected Device cannot be activated and used until the vehicle or Connected Device is connected. Each vehicle or Connected Device 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 10.1, except that Business Users may be able to create administrative user profiles. The Customer may disconnect a vehicle or Connected Device either by removing the vehicle or Connected Device 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 14. An MBUSA authorized dealer may also disconnect the vehicle or Connected Device upon the Customer's request. The disconnection will deactivate the Services in the relevant vehicle or Connected Device for the Customer.

5.2 Note: Any obligations to Provider or a Third-Party Service Provider for payment of the fees for Paid Digital Extras, or Third-Party Apps, as applicable, will remain unaffected by a disconnection of the vehicle or Connected Device.

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 Service 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") (e.g., streaming services, parking), 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. Further, for certain services, the Customer may also be required to execute an agreement with a telecommunications service provider. The use of the service of the Third-Party Provider or telecommunications service provider by the Customer is subject to the conditions agreed between the Customer and the Third-Party Provider or telecommunications service provider. The Provider assumes no responsibility for the services of the Third-Party Provider or telecommunications service provider.

5.5 To enable use of the Services, the Customer may need a compatible end- device (e.g. mobile phone or tablet) that can receive messages by email or push notifications. Use of the Services via Mercedes-Benz Apps requires a compatible end device and a mobile data connection, and the Mercedes-Benz 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 Mercedes-Benz Apps when such updates are available.

5.7 For vehicles that have optional equipment for highly automated driving functions ("System"), the following applies: Services must be activated and available during use of the System. Despite activation of the Services, it is possible that the System will not be available or will only be available to a limited extent. The availability and activation of the System depends on additional System requirements and System limitations and are subject to functional, spatial, regional and temporal limitations. The availability of the

System also depends, among other things, on suitable weather conditions, the currently available route network, an existing route clearance and/or the respective traffic situation. The System may also be unavailable at any time for security reasons. The availability of the System also depends in particular on the currently valid laws of the jurisdiction in which the vehicle is to be used. Further information on System requirements and System limits as well as on data processing in vehicles with highly automated driving functions can be found in the operating instructions.

5.8 Provider may, in its sole discretion, require Customer, Sub-Users, or others seeking to access or use the Services to provide certain information prior to providing requested services. For example, Provider may require Customer or Sub-Users to provide identification information or require law enforcement to confirm that Customer's vehicle may have been stolen prior to providing stolen vehicle services. Provider reserves the right to suspend or modify such requirements where reasonable, as determined in Provider's sole discretion.

6. PAYMENT FUNCTION IN THE CONTEXT OF SERVICES

6.1 The payment function enables the Customer to pay Third-Party Providers for certain Services.

6.2 When using the payment function, the respective Third-Party Provider or its sales partner is the contracting party ("Seller") for purposes of payment made by the Customer. The Provider merely facilitates payment and does not itself become a contracting party. The applicable Third-Party Provider's terms and conditions also apply with respect to such payment and Services.

6.3 The Provider may use other third-party service providers to provide the payment function. The authorization of a payment, the access to a payment account of the Customer, as well as the transfer of any amount from the payment account of the Customer to the Seller is carried out exclusively by payment service providers commissioned by the respective seller (e.g. payment service provider or acquirer) (hereinafter referred to as "Payment Processor").

During a payment transaction the Provider does not gain possession of the funds to be transferred at any time.

6.4 The prices listed by the respective Seller apply. The applicable price will be displayed in the corresponding Use Gateway, if applicable. All amounts owed to the applicable Seller are due at the time of purchase. The Customer must promptly notify the Provider of any discrepancies between the display of the price in the respective Use Gateway and the information of the Seller (e.g. by email to: Digitalextras.usa.dealer@cac.mercedes-benz.com).

6.5 The Customer must provide complete and accurate payment and customer data for use of the payment function.

6.6 When using the payment function, some Sellers may require that the transaction is pre-authorized by the Payment Processor and if the transaction is not pre-authorized by the Payment Processor, the Seller reserves the right to decline the transaction.

6.7 On receipt of the Customer's payment confirmation via the payment function, the Provider will forward the required information to one or more Payment Processors and/or the Seller. The Provider may also use other service providers for the transmission of the required information to one or more payment processors or a Seller. The purchase price is debited exclusively by a Payment Processor from the means of payment posted in the User Account and is then transferred to an account of the Seller. A completed payment of the price to the Seller will be displayed as such in the corresponding User Account; in addition, the Seller will be informed about the payment made. The Customer will receive the respective receipt of the Seller for the price paid via the notification option set in the User Account.

6.8 The applicable Seller is solely responsible for any claims that arise from or in connection with payments made through the payment function.

7. FEES AND COSTS

7.1 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, Digital Extras, or Third-Party Marketplace Apps, as applicable and are listed in the Mercedes-Benz 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 Mercedes-Benz Apps are provided to the Customer free of charge. However, fees and costs may apply for the Services or Features provided through the Mercedes-Benz Apps.

7.2 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.

7.3 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.

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

8. OBLIGATIONS OF THE CUSTOMER

8.1 With respect to Services that are used in connection with a connected vehicle, 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).

8.2 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 Service 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.

8.3 WITH RESPECT TO SERVICES THAT ARE USED IN CONNECTION WITH A CONNECTED VEHICLE, 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 8.8 REMAINS UNAFFECTED BY SUCH

DISCONNECTION.

8.4 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 and under applicable administrative users' access credentials. 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 "Sub-Users" as defined by Clause 10.1 as well as upon any Authorized Users or administrative account users.

8.5 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.

8.6 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 14.

8.7 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.

8.8 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.

8.9 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 Sub-User.

8.10 The Customer is responsible for storing any data as needed on the Customer's compatible end-devices.

8.11 If the Customer allows another driver or user to use the vehicle or a Connected Device, the Customer is responsible for (i) informing the other driver about the Services and the associated data collection, processing and transmission prior to departure, (ii) obtaining the other driver's or user's consent and advising them of the option to deactivate the Services; and (iii) logging out of any Third-Party Provider Account or deactivating the Service to prevent any unauthorized use by such other driver or user. Customer is responsible for confirming that the Services are activated and Customer is logged-in to any Third-Party Provider Account prior to use thereof by the Customer after any such deactivation or logging out of such Third-Party Provider Account.

8.12 Customer agrees to use the Services only for lawful purposes. Business Users agree to deploy appropriate administrative, technical, and physical safeguards to safeguard against unauthorized access to or use of the Services and Provider's information, networks, and systems.

8.13 Customer is responsible for informing all Sub-Users, and any others that will use the Services that Provider collects, uses, and discloses information in association with providing the Services as disclosed in the privacy disclosures referenced in 11.2.

9. TERM AND TERMINATION

9.1 These Terms of Use will continue in effect until terminated as permitted hereunder. The term of the Services is set forth in the Services description available on the Customer Portal or in the agreement between the Customer and Provider or a Third-Party Provider, as applicable.

9.2 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 paid Digital Extras. The Provider may terminate free Services at any time upon prior written notice, provided that such notice shall be provided at least 30 days prior to termination of a free Service where such

termination would materially affect the Customer. Paid Digital Extras shall end with the expiration of the posted term of use. The Provider will give notice of termination in writing (including by email, SMS and/or a message in the Mercedes-Benz Inbox).

9.3 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 Digital Extras provided that such change or discontinuance does not effectively create a significant burden or diminution in value of the paid Digital Extras. For other paid Digital Extras, 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 or Connected Device. Provider will not be responsible for purchasing for the Customer's vehicle, Connected Device and/or cellular device, or updating them with new technologies that might in the future be required to restore operation of Mercedes-Benz Digital Extras with the Customer's vehicle or Connected Device.

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 paid Digital Extras 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 Mercedes-Benz Apps in accordance with Clause 4.13 and the deactivation of the Services in accordance with Clause 4.14 do not constitute termination. Notice of termination must be given via the Customer's User Account or in writing (including email) to the CAC.

9.4 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.

9.5 If the Customer using the Services via the Mercedes-Benz Apps changes domicile to a country where the Mercedes-Benz Apps are not available, the Customer can no longer use the Services via the Mercedes-Benz Apps.

Note: Any obligations to Provider or any Third-Party Service Provider for payment of the fees for paid Digital Extras, or Third-Party Apps, as applicable, will remain unaffected by a change of domicile. A cancellation of these Terms of Use for cause remains unaffected.

9.6 Examples of events giving rise to the Provider's right to cancel these Terms of Use for cause include the Customer's breach of these Terms of Use or the Customer's misuse of the Services. 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, SMS and/or a message in the Mercedes-Benz inbox) 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 in accordance with Provider's then-current refund policy. Provider's current refund policy provides that certain Digital Extras purchased on the Mercedes-Benz Store can be refunded within 30 days of activation to the original form of payment. It is the responsibility of Customer to request a refund with the Provider via the following methods: telephone at 1-800-367-6372 or e-mail at me-connect.usa@cac.mercedes-benz.com (refund is not finalized via e-mail until confirmation from the live agent). Once a refund is initiated, the Digital Extra will automatically be de-activated and removed from your vehicle.

9.7 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.

9.8 The Provider may transfer all rights and obligations arising from these Terms of Use to a third party or to the local MBUSA affiliate ("Contract Transfer"). The Provider shall notify the Customer of the Contract Transfer in advance in writing (including by email, SMS and/or a message in the Mercedes-Benz Inbox) 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 one month 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.

10. OTHER USERS AND SUB-USER AUTHORIZATION

10.1 To enable other persons to access Services, the Customer may authorize these other persons as sub-users ("Sub-Users") in the User Account. To use the Services as Sub-Users, these other persons may be required to hold a User Account and confirm online that the Customer has authorized them.

10.2 To use the Services as Sub-Users via Mercedes-Benz Apps, these persons may be required to purchase Mercedes-Benz Apps and install them on a compatible end device. Sub-Users may be able to view, operate and use certain Services in the same way as the Customer (e.g. query the vehicle status) 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. And the Services available to Sub-Users associated with vehicles linked to Business Users may differ from the Services available to other Sub-Users. The details and special provisions of the Sub-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 Sub-User. However, Sub-Users cannot activate or deactivate the Services. The scope of the Services may vary for the Sub-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.

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

11. LIABILITY DISCLAIMER.

11.1 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.

11.2 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 Sub-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 Sub-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.

11.3 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.

12. PRIVACY AND DATA SECURITY

12.1 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.

12.2 Further details concerning data processing, privacy and data security are provided for you in the Connected Vehicle Privacy Notice for the Mercedes-Benz Digital Extras and the MBUSA Platform Privacy Notice.

12.3 The Business User hereby consents on behalf of itself and all of its employees, agents, contractors and other persons accessing or using the Services to MBUSA's use of any data collected pursuant to the Services or in conjunction with other information about Business User or any of them that MBUSA may have to: send electronic communications to Customer, fulfill Customer requests, make the Customer experience more customer friendly and personalized, contact the Customer if necessary, improve the Services, market to the Customer where permitted by law, comply with legal requirements, and achieve the purposes disclosed in the privacy notices referenced in 11.2.

12.4 The Business User agrees to provide any notice and obtain, record, and maintain any consents or authorizations that may be required by law to authorize Provider's collection, use, disclosure, and other processing of personal information.

12.5 Business Users are solely responsible for informing all drivers of their vehicles and all Sub-Users of the full nature and scope of the Services, including, but not limited to, any Services that collect data, track the location of the vehicle or monitor the vehicle status or operation or the Driver's activities while operating the vehicle.

Business Users further must obtain all relevant consents from all drivers and otherwise comply with all applicable law related to data collection or monitoring of the vehicle associated with the Services.

13. DISPUTE RESOLUTION

13.1 THIS IS A DISPUTE RESOLUTION, CLASS ACTION WAIVER, AND ARBITRATION AGREEMENT (THIS "AGREEMENT") THAT APPLIES TO DISPUTES BETWEEN YOU AND MERCEDES-BENZ USA, LLC, INCLUDING THIRD PARTY BENEFICIARIES SUCH AS ITS OWNERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, PARENT COMPANIES, PREDECESSORS, SUCCESSORS,

MANUFACTURERS, SUPPLIERS, DISTRIBUTORS, AFFILIATED DEALERSHIPS, SUBSIDIARIES AND THEIR EMPLOYEES (TOGETHER "MBUSA" FOR PURPOSES OF THIS SUBSECTION). IN ARBITRATION, THERE IS GENERALLY LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT AND THERE IS NO JURY.

13.2 This Agreement requires arbitration of any disputes between you and MBUSA (together the "Parties") including, without limitation, claims and disputes related to or arising out of the Mercedes-Benz App, Mercedes Me Connect, MBrace, or the Mercedes-Benz Store (together "Digital Extras") or your vehicle purchase, use, or ownership except those solely for personal-injury claims manifested by physical injury and wrongful-death claims, which are excluded from this Agreement. The disputes that require arbitration include, without limitation, disputes arising out of your use of Digital Extras, any payment you may make for Digital Extras, your warranty, and claims arising before or after you accepted this Agreement, such as claims related to statements about your vehicle or Digital Extras. This Agreement does not preclude using the dispute resolution program described in your vehicle's Service and Warranty Information booklet.

13.3 At least 30 days before you commence arbitration, you must send to MBUSA a Notice of Dispute ("Notice") that includes: your Vehicle Identification Number (if applicable), a copy of your vehicle sales or lease contract(s) (if applicable); insurance information (if your vehicle is damaged); a copy of any repair orders (if applicable); a description of your concern; and your proposed resolution. The Notice must be signed by you and sent by certified mail to: Mercedes-Benz USA, LLC, Customer Care Center, One Mercedes Drive, Sandy Springs, GA 30328. If you wish MBUSA to communicate with anyone other than you (such as an attorney), the Notice must include a statement signed by you identifying such person(s) and confirm their authority to resolve the dispute on your behalf. At least 30 days before MBUSA can commence arbitration, MBUSA is required to send you a signed Notice by certified mail. MBUSA's Notice must include the Vehicle Identification Number (if applicable), a description of the

concern that led to the Notice, and MBUSA's proposed resolution. MBUSA may also send Notice by certified mail to your representative or attorney if one has been identified by you.

13.4 If one party files a court action, the Parties agree that either party may immediately petition the Court to commence arbitration or otherwise initiate the arbitration process notwithstanding the procedure set forth in the preceding paragraph.

13.5 Any disputes subject to this Agreement will be decided by a single arbitrator administered by the American Arbitration Association ("AAA") (www.adr.org). The arbitration will adhere to AAA's Consumer Arbitration Rules (www.adr.org), including without limitation the AAA's Mass Arbitration Supplementary Rules. The Parties also agree that they may have valuable trade secrets and confidential information. The Parties agree to take all necessary steps to protect from public disclosure the Parties' trade secrets and confidential information in any proceeding pursuant to this Agreement.

13.6 In initiating arbitration, the initiating party will pay the filing fee directly to AAA. While MBUSA agrees to pay all subsequent AAA fees for the arbitration, you are responsible for your own attorney, expert, and other witness fees and costs, except where applicable law would entitle that party to recover such fees and costs if the dispute were litigated in court. If you pay the filing fee and prevail on any claim, we will reimburse you your filing fee.

13.7 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT EACH PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM IN THAT PARTY'S INDIVIDUAL CAPACITY ONLY (NOT AS A CLASS OR REPRESENTATIVE ACTION) AND YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO PROCEED IN ANY CLASS OR REPRESENTATIVE ACTION. IF A COURT OR ARBITRATOR DECIDES THAT ANY PART OF THIS AGREEMENT CANNOT BE ENFORCED AS TO A PARTICULAR CLAIM FOR RELIEF OR REMEDY (SUCH

AS INJUNCTIVE RELIEF), THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT CLAIM OR REMEDY (AND ONLY THAT CLAIM OR REMEDY) MUST BE BROUGHT IN COURT AND MUST BE STAYED PENDING ARBITRATION OF THE ARBITRABLE CLAIMS AND REMEDIES.

13.8 Disputes concerning the validity, application, scope, enforceability, or interpretation of this Agreement will be exclusively decided by the arbitrator. This Agreement and associated arbitration-related proceedings and conduct, including issues regarding discovery, waiver, estoppel, breach, default, or timing of arbitration-related payments—before, during, or after arbitration—will be governed by the Federal Arbitration Act, 9 U.S.C § 1 et seq., and federal common law, not by any state laws or procedures regarding arbitration. The arbitrator at all times holds the exclusive authority to address challenges to this Agreement, including questions of waiver, estoppel, breach, default, or the timing of payments relating to arbitration, or the validity or scope of this Agreement.

13.9 If one party files a court action instead of arbitration, all proceedings will be stayed until resolution of any proceedings to compel arbitration, including appeals. The Parties retain the right to seek relief in a small claims court for disputes or claims within that court's jurisdiction.

13.10 If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

13.11 You may opt out of the arbitration obligations of this Agreement within 30 days after you accept it by sending a letter to: Mercedes-Benz USA, LLC, Customer Care Center, One Mercedes-Benz Drive, Sandy Springs, GA 30328, stating your name, Vehicle Identification Number (if applicable), and intent to opt out. Opting out of this Agreement has no effect on your or MBUSA's arbitration obligations arising out of any other agreement or

contract.

13.12 BY ACCEPTING THE TERMS OF USE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. YOU CONFIRM THAT BEFORE YOU ACCEPTED THIS AGREEMENT, MBUSA GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE YOU HAVE READ THIS AGREEMENT BEFORE AGREEING TO IT.

14. FINAL PROVISIONS

14.1 Governing Law; Jurisdiction; Claims. For claims that Clause 13.1 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 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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 8- 14, and the making of any and all payments pursuant to the Terms of Use.

14.7 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.

15. 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:
Digitalextras.usa@cac.mercedes-benz.com

PHONE NO. 1-800-367-6372

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

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

II. Further Notes for the Mercedes-Benz Digital Extras

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, they 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 Customer is responsible with respect to any risk of accident and injury for unsupervised children and animals in the vehicle.

2.4 The laws of the applicable jurisdiction must be observed at all times by the Customer or any Sub-User. The Customer should be aware of any laws applicable to the use of cell phones or smart phones in the applicable jurisdiction.

2.5 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.

2.6 The Provider refers expressly to the

operating instructions, including all warnings contained therein, which must be observed by the Customer at all times.

2.7 Provider shall not be liable for any damages arising from false or incorrect messages, disturbances of loss of a connection to the server due to force majeure, technical conditions or other reasons beyond the reasonable control of Provider.

2.8 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.

2.9 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.

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

2.11 The Customer is responsible for any equipment or device 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.

2.12 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.

2.13 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 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 Parking Damage 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 the vehicle is roadworthy and free from damage. No guarantee can be made that the vehicle can still be driven safely or properly.

4.5 Remote Engine Start

Before activating Remote Engine Start, the Customer should ensure – among other things – that the vehicle is in an open space with adequate ventilation, the exhaust system is unobstructed, the vehicle will not come into contact with combustible materials and the vehicle is not showing any significant damage.

For the Customer's safety, the Customer should only use Remote Engine Start if all applicable warnings have been reviewed and all requirements for the feature as set forth in the Operator's Manual have been met. All third-party devices and equipment shall be disconnected

before engaging this feature to avoid powering these items when starting the engine remotely.

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 starting the engine of the vehicle remotely, and the Customer shall indemnify and hold the Provider harmless from any claims arising from such actions.

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 Smart Home

Status queries and controls in the vehicle or the Apps may, at any time, 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 Provider assumes no responsibility or liability for any third-party product or device (e.g., a smart switch or plug), and the Customer acknowledges that the use of any third-party product or device in connection with the Services is at the Customer's own risk and discretion.

The unattended remote operation of products and devices may increase the risk of personal injury or property damage (for example, theft of items located inside the home if the Customer is using a smart lock device). The Provider accepts no liability for any damages or claims that arise from the Customer's use or remote operation of any third-party product or device, and the Customer shall indemnify and hold the Provider harmless from any claims arising from such actions.

Further, the Customer should take care at all times when using this Service, as the remote operation of products and systems could result in injury to persons or property.

4.8 Stolen Vehicle Assistance

The Customer uses this Service at the Customer's own risk and discretion. The Provider claims no

obligation or liability relating to the Customer's or any third party's use of the data provided by this Service.

4.9 Voice Assistance Functions

Use of the Voice Assistance Functions may result in false notifications, misinterpretations, transmission errors, etc. Therefore, the use of Voice Assistance Functions does not relieve the Customer of the obligation to ascertain the actual conditions in and around the vehicle during operation of the vehicle and use of the Services. In addition, the Customer should observe the individual (warning) messages displayed in the vehicle.

4.10 Beginner Driver and Parking Service Mode

The Customer should inform any vehicle users of this activated Service. The vehicle speed and acceleration are reduced when Beginner Driving and Parking Service modes are activated.

4.11 Digital Light Projection Function For Animations

This Service is only available when the vehicle is in park and starting up.

4.12 Digital Light With Projection Function

This Service requires the vehicle to include the necessary optional equipment and may not be available in all vehicle models. The information displayed with this Service may at any time be incomplete, incorrect or not up to date in full or in part. The use of the information by the Customer or driver and any decisions by the Customer or driver based on the information are their own responsibility; accordingly, the Customer or driver are responsible for checking whether the information is complete, correct and up-to-date. The Customer is responsible for the safe operation of the vehicle and for observing all local conditions.

4.13 Trailer Maneuvering Assist

This Service requires the vehicle to include the necessary optional equipment and may not be available in all vehicle models. The information displayed with this Service may at any time be incomplete, incorrect or not up to date in full or

in part. The use of the information by the Customer or driver and any decisions by the Customer or driver based on the information are their own responsibility; accordingly, the Customer or driver are responsible for checking whether the information is complete, correct and up-to-date. The Customer is responsible for the safe operation of the vehicle and for observing all local conditions.

4.14 Wallbox App Integration

This Service allows the Customer to pair the Customer's Mercedes-Benz App with a Mercedes-Benz Wallbox home device. Use of this Service requires the proper installation of a Mercedes-Benz Wallbox home device. The Provider does not offer installation services or warranties of any kind with respect to installation services and, notwithstanding anything to the contrary herein, the Provider is not responsible or liable for any damage to any real or tangible property or bodily injury resulting from installation or any attempt to install the device. For the avoidance of doubt, for purposes of these Terms and Conditions, the Mercedes-Benz Wallbox home device constitutes a Connected Device.

Pairing the Mercedes-Benz Wallbox home device with the Mercedes-Benz App requires a Bluetooth connection with the Customer's compatible end device. The Mercedes-Benz Wallbox home device requires an internet connection for use with the Mercedes-Benz App.

This Service may be temporarily unavailable due to system maintenance or for other reasons, such as network outages, environmental conditions, or loss of connectivity. The Provider is not responsible for the unavailability of the Service for such reasons.

The Customer may be provided a Mercedes-Benz Wallbox home device as part of a promotion offered by the Provider. If the device is provided as part of a promotion, additional terms and conditions may apply.

The Customer may purchase a Mercedes-Benz Wallbox home device only from an authorized dealer. The Provider shall have no responsibility

or liability for any Mercedes-Benz Wallbox home device purchased or acquired from any other third party. Please note that the third party manufacturer of the Mercedes-Benz Wallbox home device offers other similar EV charging equipment, but only the Mercedes-Benz Wallbox home device purchased through an authorized dealer is compatible with the Mercedes-Benz Digital Extras. The Mercedes-Benz Wallbox home device is covered by the Provider's limited warranty available at: <https://www.mbusa.com/content/dam/mb-nafta/us/mercedes-me-charge/Mercedes-Benz%20Wallbox%20Limited%20Warranty.pdf>.

The Customer acknowledges that the Mercedes-Benz Wallbox home device is manufactured by a third party and, except with respect to the limited support available through the CAC, the Provider is not responsible for providing support and/or maintenance with respect to such device. This Service may be unavailable if the Mercedes-Benz Wallbox home device is not properly installed or is damaged or defective, or if the Mercedes-Benz Wallbox home device or the Mercedes-Benz App is not up to date.

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 use of the Mercedes-Benz Wallbox home device or any reliance by the Customer on information displayed in the Mercedes-Benz App with respect to the Mercedes-Benz Wallbox home device.

The information available through the Services is generated (in whole or in part) by the Mercedes-Benz Wallbox home device, including information that Customer inputs when pairing the Mercedes-Benz Wallbox home device with the Customer's Mercedes-Benz Apps, 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.

In addition, the Customer should observe the individual (warning) messages displayed in the vehicle or indicated on the Mercedes-Benz Wallbox home device LED panel.

The unattended remote operation of products and devices may increase the risk of personal injury or property damage. The Provider accepts no liability for any damages or claims that arise from the Customer's use or remote operation of any third-party product or device, and the Customer shall indemnify and hold the Provider harmless from any claims arising from such actions.

Further, the Customer should take care at all times when using this Service, as the remote operation of products and systems could result in injury to persons or property.

The Mercedes-Benz Wallbox home device can be paired with only one User Account. Any compatible vehicle can be charged using the Mercedes-Benz Wallbox home device, however only information regarding the vehicles associated with the paired User Account will be displayed in the Mercedes-Benz App.

The Customer agrees to comply with any terms and conditions of use of the third party manufacturer of the Mercedes-Benz Wallbox home device.

4.15 MB.CHARGE Public

Any registration processes for **MB.CHARGE Public** (including credit checks) or other contractual negotiations conducted with the charging provider are outside of MBUSA's control and the User agrees that its sole remedy in connection with such matters lies against the charging provider and not MBUSA. As noted herein, Provider reserves the right to deactivate or make dormant a Customer's access to **MB.CHARGE Public**, including after 6 months of inactivity or where Customer's payment information for **MB.CHARGE Public** is incorrect, incomplete or otherwise missing.

Provider does not provide any guarantee that Customers' vehicles will be compatible with or otherwise have access to all available charging stations in the network. For example, access to Tesla Superchargers are not currently available for MB.CHARGE Public for Business Users.

III. ADDITIONAL TERMS AND CONDITIONS FOR ACTIVATION OF PAID DIGITAL EXTRAS

The following terms and conditions of this Part, together with the General Part, apply to paid Digital Extras purchased through the Mercedes-Benz 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-Benz 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-Benz User Account. Customer is responsible for all orders submitted in the Store through their Mercedes-Benz User Account or after authenticating themselves.

1.2 The contract governing the activation of Digital Extras will not commence until the Provider has confirmed its acceptance of the order via email or via the Mercedes-Benz User Account or by activating the paid Digital Extras 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 paid Digital Extras because Provider has not received the paid Digital Extras from the supplier, the Provider will have the right to rescind its contract with the Customer.

1.4 If paid Digital Extras 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-Benz User Account, along with a text

to the Customer's mobile phone number (if one is provided in connection with the order of the paid Digital Extras), and shall reimburse the Customer for the payments already received minus the pro-rated value of any service received by the Customer.

1.5 Partial delivery of Services when two or more paid Digital Extras are ordered will be permissible to the extent that this would be deemed reasonable for the Customer. Certain paid Digital Extras 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 PAID DIGITAL EXTRAS

2.1 To activate and use paid Digital Extras for a vehicle, the Customer must have a Mercedes-Benz User Account and the vehicle must be connected to the Mercedes-Benz User Account. The Customer must also have accepted (or if the Customer is a Business User, then a duly authorized representative of the Customer's organization must have accepted) the Terms Of Use For The Mercedes-Benz Digital Extras (as amended from time to time as set forth herein). The Customer can find information in the Mercedes-Benz User Account or in the Mercedes-Benz Store about which paid Digital Extras are available for a vehicle, along with further details about the Services. Paid Digital Extras are vehicle-specific and can only be activated or enabled from the particular vehicle for which they are purchased. Accordingly, paid Digital Extras can only be purchased by a Business User for a specific vehicle (bulk ordering for multiple vehicles is not available at this time).

2.2 To activate paid Digital Extras, the ignition of the vehicle must be switched on and off and a connection to the vehicle Backend infrastructure of MBUSA must be established. Additional steps may be required for activation of paid Digital Extras. The Customer can find further information in the Mercedes-Benz User Account.

3. PRICES AND TERM FOR PAID DIGITAL EXTRAS

3.1 The prices stated for the paid Digital Extras are the retail prices for such paid Digital Extras for the specified period of time. Prices are subject to change without notice.

3.2 Certain paid Digital Extras are made available for a specified duration and others are available for an indefinite duration. For paid Digital Extras that are available for a specified duration, the Customer's right to access and use such paid Digital Extras will end automatically at the end of such specified period. To continue use of such paid Digital Extras the Customer must re-purchase such paid Digital Extras by placing a new order in the Mercedes-Benz Store. For paid Digital Extras that are available for an indefinite duration, the Customer's right to access and use such paid Digital Extras will terminate upon termination of the Terms Of Use For The Mercedes-Benz Digital Extras. The Customer also has the right to cancel such paid Digital Extras at any time in the User Account. The Customer will not be charged for the subsequent billing period if the Customer provides notice of cancellation in the User Account by 23:59 PM Eastern on the last day of the then-current billing period.

3.3 Certain paid Digital Extras may be provided for a perpetual term. The Customer is entitled to use such paid Digital Extras for the duration of the lifetime of the vehicle. Such paid Digital Extras may be available even if the vehicle is unlinked from the Mercedes-Benz User Account. Additional information may be found in the User Account.

4. PAYMENT FOR PAID DIGITAL EXTRAS

4.1 The activation of paid Digital Extras may only be paid for using a credit card as well as any other methods shown on the Mercedes-Benz Store web pages or platform. The individual steps and options for payment are explained during the ordering process in the Mercedes-Benz Store. The Provider reserves the right to exclude certain methods of payment.

4.2 Payments for the activation paid Digital Extras by Customers may be subject to sales taxes in the United States, which will be added at checkout. For certain tax-exempt Business Users

an alternative option may be available for such Business Users to submit evidence of exemption from taxation prior to check out or otherwise in connection with the purchase of paid Digital Extras. Please contact the CAC for additional information.

4.3 The fees for paid Digital Extras may be a one-time payment or a recurring monthly fee. In either case, payment is due in advance. The billing period for monthly recurring fees will begin on the day of the month corresponding to the day that the contract with Provider was concluded. Customer can view billing information (including invoices for Business Users) in the User Account. Customer may be eligible to obtain a one-month free trial of certain paid Digital Extras provided that Customer has not previously purchased such paid Digital Extras. Additional terms and conditions may apply. For certain recurring fees, the Provider may automatically charge the specific payment method linked to the Customer's account and selected by the Customer during the checkout of the subscription order. By confirming the subscription order, and purchasing the subscription, the Customer authorizes the Provider to charge the selected payment method for any and all charges incurring in association with the purchased subscription, including as specified herein.

Note: Any obligations of a Customer to Provider for payment of the fees for paid Digital Extras, as applicable, will remain unaffected by (1) deletion of the vehicle associated with such paid Digital Extras from the User Account; and (2) revocation of acceptance of the Terms Of Use For The Mercedes-Benz Digital Extras. Cancellation of paid Digital Extras by a Customer can only be done through the User Account by clicking "unsubscribe" where presented and following the process to confirm cancellation.

If a Customer is in an active limited subscription and purchases an additional monthly subscription for the same paid Digital Extras (possible only in the last 30 days of the limited subscription period), the new purchase will override the existing subscription on the day of purchase and the subscription will start on the day of purchase (however the Customer will remain responsible

for payment of the fees for the prior subscription). If a Customer is in an active unlimited subscription and intends to purchase a limited subscription for the same paid Digital Extras, the Customer first needs to cancel the existing unlimited subscription before purchasing the new limited subscription. In this case, the new purchase will not override the existing unlimited subscription and the limited subscription will start on the day the unlimited subscription expired.

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 Mercedes-Benz Apps. The Customer will register for the applicable Third-Party Apps directly through the Mercedes-Benz 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-Benz in-vehicle.

1.5 Accounts created with a Third-Party Service Provider through the Third-Party Marketplace may only be accessed through the Mercedes-Benz 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 Sub-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 plugins 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.

IV. THIRD-PARTY TERMS

1. The data services for some Services and functions for Mercedes-Benz Digital Extras are based on technical applications from Third-Party

Providers. You agree that your use of these data services through Third-Party Service Providers is subject to the terms and conditions of the Third-Party Service Providers' terms and conditions which are available at:

<https://legal.here.com/terms/serviceterms/>
<https://legal.connectedrad.io/tandc/daimler>
<https://opendatacommons.org/licenses/odbl/1-0/>
<https://www.openstreetmap.org/copyright>
https://maps.google.com/help/terms_maps.html
<https://www.google.com/policies/privacy/>

2. Provider may offer Customer the ability to access charging services provided by Third-Party Service Providers for your vehicle. You agree that your use of any charging services offered through Third-Party Service Providers is subject to the terms and conditions of the Third-Party Service Provider, such as the Tesla Supercharger Customer Privacy Notice (available at tesla.com/legal/privacy) and terms of use set forth below, which may be amended from time to time at (tesla.com/legal/terms).

2.1 Terms of Use

Payment Terms General

These Payment Terms describe your agreement to pay for current and future goods and services, together with any charges or fees applied by us related to goods or services. In these Payment Terms, 'we' and 'us' mean the Tesla group entity supplying the goods and services in your country.

In order to use certain services, such as Supercharging, authorized automatic or one-time payments, recurring payments and subscriptions, you allow Tesla to store, maintain, and recover funds from your specified payment method in accordance with these Payment Terms. Tesla may amend these terms from time to time and any changes are effective when posted to this page.

When you add a payment method to your Tesla Account, such as a credit card, certain information including, but not limited to device location, device identification number, and card information may be sent to Tesla and shared with our payment processor. Card information is encrypted during the transmission and Tesla will not have access to the actual card number. When

the stored payment method or a new credit card is used for purchasing goods and services on a Tesla hosted website or application, the necessary information to process payment will be shared with our global processors and our banking partners, to process your payment, comply with financial regulations, to prevent fraud, and for troubleshooting any payment issues. When you pay using your bank account details, those details are stored by Tesla in an encrypted format that prevents unauthorized access without specific permissions. For information on how we handle your payment information, please see Tesla's [Privacy Notice](#).

You must maintain at least one valid payment method in your Tesla Account. Any services received may result in charges being applied to your saved payment method, and charges may include taxes as required by law. Your failure to maintain accurate, complete, and up-to-date payment information, including an invalid or expired payment method, may result in your inability to access or use services such as Supercharging.

When you request a bank payment such as an Automated Clearing House (ACH) or Pre-Authorized Debit (PAD) payment transfer, and where required by law, we will inform you at least three days before the initial payment due date, and up to one day before payment is collected. You may amend or cancel this authorization at any time by providing us with thirty (30) days' notice. You have certain recourse rights if any debit does not comply with this Article IV, such as the right to receive reimbursement in the event of an unauthorized debit inconsistent with these terms. To obtain more information on your recourse rights, contact your financial institution.

For charges that support automatic or recurring payments, you understand that your payment method will be charged each time your service automatically renews at the end of the prescribed period, unless turned off at least twenty-four (24) hours prior to the end of the current billing period. You can manage or turn off automatic payments in your Tesla Account at any time.

Any person who uses your vehicle can also make use of the services described in these Payment

Terms, and you will remain responsible to Tesla for payment of the applicable charges. Tesla will require payment from you using the payment method saved in your Tesla Account. You will be able to review a summary of transactions in your Tesla Account.

In the event that any attempt to recover funds from you should fail using the payment method saved in your Tesla Account, you agree to allow Tesla to recover all or less than all of the amount owed for goods or services as set out in this clause. If we are unable to collect payment, we may contact you based on your information on file or may request payment when we are performing services for you. If you violate these Payment Terms, such as by not paying past due and unchallenged amounts, we may limit or block your vehicle's ability to use the related services until payment issues are resolved.

Vehicle Charging Policy

Tesla offers convenient charging options to fit your lifestyle and driving needs, including Superchargers, Wall Connectors and other charging stations. Except to the extent set out in applicable law, Tesla will not be liable for any damage or loss suffered as a result of your use of a charging station or Tesla's payment processes. In addition to the fees detailed below, you also authorize Tesla to tow your vehicle if it blocks a charging stall while you are not actively charging.

Idle Fees. A Supercharger or other charging station may have either idle fees or congestion fees, but not both. Idle fees will accrue if indicated in the map pin pop-up for the charging station (accessible through the navigation application on your Tesla vehicle's touchscreen or in the Tesla app) or if it is otherwise communicated that idle fees apply. In consideration of others who need to use a Supercharger or any other Tesla charging station, we ask that you move your vehicle when it is finished charging. To encourage this, you will incur an idle fee for the time your vehicle remains parked in a charging stall or connected to a charging station after it is finished charging. We will waive the idle fee if your vehicle is moved within five minutes after it is finished charging. At Superchargers, idle fees will not accumulate while less than half of the charging stalls at the

station are occupied. All vehicles are subject to idle fees, regardless of when your vehicle was purchased and whether it is a Tesla or non-Tesla vehicle. To avoid idle fees, we recommend you monitor your vehicle while using a Tesla charging station and encourage you to use the Tesla mobile app to track your vehicle's charge status.

Idle fees are incurred on a per minute basis. The idle fee rate for each location may change from time to time, and the latest information is provided in the map pin pop-up for the charging station or as is otherwise communicated to you. By remaining parked in a charging stall or connected to a charger after your vehicle is finished charging, you accept the idle fee rate communicated to you. For additional information, please see our [idle fee support page](#).

Congestion Fees. A Supercharger or other charging station may have either idle fees or congestion fees, but not both. Congestion fees will accrue if indicated in the map pin pop-up for the charging station (accessible through the navigation application on your Tesla vehicle's touchscreen or in the Tesla app) or if it is otherwise communicated that congestion fees apply. Congestion fees only apply when the site is busy and (i) your vehicle has reached a high battery charge level or (ii) once charging is complete, whichever comes first. The threshold of charging stall occupancy used to determine whether the site is busy and the charge level where congestion fees apply vary by location and will be communicated through alerts on the vehicle touchscreen. Additionally, the Tesla app will alert owners when their battery has reached the charge level where congestion fees may apply. If a site is busy, you will incur a congestion fee for the time your vehicle remains parked in a charging stall or connected to a charging station after it has reached the indicated battery charge level or once charging is complete, whichever comes first. We will waive the congestion fees incurred after you reach the indicated battery charge level or once charging is complete, whichever comes first, if your car is moved within five minutes after it reaches said threshold. All vehicles are subject to congestion fees, regardless of when your vehicle was purchased and whether it is a Tesla or non-Tesla

vehicle. Vehicles with free, unlimited Supercharging will not be charged a congestion fee during an active charging session, but congestion fees will apply once the vehicle is fully charged and/or the charging session has ended. To avoid congestion fees, we recommend you monitor your vehicle while using a Tesla charging station and encourage you to use the Tesla mobile app to track your vehicle's charge status.

Congestion fees are incurred on a per minute basis. The congestion fee rate for each location, the site occupancy threshold, and the battery charge level where congestion fees may accrue may change from time to time. The latest information on the congestion fee rate for each location is provided in the map pin pop-up for the charging station, and the latest battery charge level at which congestion fees apply is displayed on your vehicle touchscreen, or as is otherwise communicated to you. By remaining parked in a charging stall or connected to a charger after it reaches the state of charge indicated for congestion fees or once charging is complete, you accept the congestion fee rate communicated to you. For additional information, please see our [congestion fee support page](#).

Pay Per Use — Supercharger. All Tesla vehicles are enabled for Supercharging on a pay per use basis. Any credits for free Supercharging, including any annual renewal of credits, expire upon the end of the specified time period, or upon sale or transfer of the vehicle, whichever occurs first.

Non-Tesla vehicles may access the Supercharger network on a pay per use basis. Supercharger stations that are available to non-Tesla vehicles are indicated in the Tesla app, and may not include all locations. In order to charge a non-Tesla vehicle you must download the Tesla app and create a Tesla Account. You must then store a valid payment method in your Tesla Account, which will be used for all one-time or recurring payments, and agree to these Payment Terms. We will place a temporary payment authorization hold on your payment method at the start of each charge session, and will release the authorization when your charge session is complete and successfully paid.

Tesla offers an optional Supercharger membership that allows non-Tesla vehicles to charge at lower pay per use billing rates than would otherwise apply. A separate membership is needed for each Tesla Account, and each membership is limited to a maximum of five Supercharger charge sessions per day. Membership renews automatically on a monthly basis for a fee charged at the start of each month. Membership pricing and signup details are available in the Tesla app.

The pay per use billing unit and rate for each location may change from time to time, and the latest information is provided in the map pin pop-up (accessible through the navigation application on your Tesla vehicle touchscreen or in the Tesla app). Map pin pop-ups on the Tesla vehicle touchscreen show pricing for Tesla vehicles. Pricing for non-Tesla vehicles is shown in map pin pop-ups in the Tesla Account holders' Tesla app (and will show either member or non-member pricing, whichever applies to the Tesla Account). By charging your vehicle in a particular location, you accept the price of charging communicated to you through the map pin pop-up. For additional information, please see our [Supercharger support page](#).

Pay Per Use — Other Charging Stations. All Tesla vehicles are enabled to charge on Wall Connectors and other Tesla charging stations. Charging is on a pay per use basis if indicated on the map pin pop-up for the charging station (accessible through the navigation application on your Tesla vehicle's touchscreen or in the Tesla app) or if it is otherwise communicated that there is a charge to use the charging station.

Non-Tesla vehicles may access certain Wall Connectors and other Tesla charging stations on a pay per use basis. Charging stations that are available to non-Tesla vehicles are indicated in the Tesla app or may be identified by other means. In order to charge a non-Tesla vehicle you must download the Tesla app and create a Tesla Account. You must then store a valid payment method in your Tesla Account, which will be used for all one-time or recurring payments, and agree to these Payment Terms. We will place a temporary payment authorization hold on your payment method at the start of each charge

session, and will release the authorization when your charge session is complete and successfully paid.

The pay per use billing unit and rate for each location may change from time to time, and the latest information is provided in the map pin pop-up or as is otherwise communicated to you. By charging your vehicle in a particular location, you accept the price of charging communicated to you. For additional information, please see our [Supercharger support page](#).

Supercharger Fair Use Policy

We are continually expanding our global network of Supercharger stations, which enable long distance travel and provide a charging solution for those without access to charging at home or work, and are thereby accelerating the world's transition to sustainable energy.

To help ensure Superchargers are available for their intended use, we ask that you not charge your vehicle using a Supercharger if your vehicle is being used for a commercial purpose (such as a taxi or for ridesharing through services like Uber or Lyft), unless you charge on a pay per use basis.

If you charge your vehicle in a manner that does not comply with this Supercharger Fair Use Policy, we may ask you to modify this behavior, or we may take additional action to protect the availability of Superchargers for their intended purpose, such as limiting or blocking your vehicle's ability to use Supercharger stations.

This Policy applies to all Superchargers worldwide and all Tesla vehicles with free unlimited Supercharging or free Supercharging for the lifetime of vehicle ownership, purchased, either new or used, whether from Tesla or a third party, after December 15, 2017.

Charging Alternatives: We encourage the commercial use of Tesla vehicles while using appropriate charging solutions. Please reach out to your local sales contact to explore transitioning to pay per use charging, or other vehicle and charging options that suit your needs. For questions related to home charging, please contact charginginstallation@tesla.com.

Anti-Vandalism Policy

Users of Superchargers and other Tesla charging stations may not intentionally cause damage to equipment, vehicles, or other property on site. Anyone who violates this policy may be prohibited from using Tesla charging stations and held responsible for the cost of the damage.

Third-Party Adapter Policy

To avoid risk of serious injury and property damage, users of Tesla charging stations may only use adapters sold or provided by Tesla or by other automakers in the United States. Your use of any other adapter with Tesla's charging stations is strictly prohibited.