

MINI Connected Services – Information/Data Protection

The high standards you place on the qualities of our products and services govern how we handle your data. Our aim is to create and maintain the basis for a trusting business relationship with our customers and prospective customers. The confidentiality and integrity of your personal data is one of our prime concerns.

Who is responsible for data processing?

Data processing activities are jointly performed by BMW Czech Republic s.r.o., having its registered office at Bucharova 2817/13, Stodůlky, 158 00 Prague 5, the Czech Republic, Company ID: 066 09 813, registered in the Commercial Register maintained by the Municipal Court in Prague, file No.: C 285396 (hereinafter referred to as "NSC") and Bayerische Motoren Werke Aktiengesellschaft, with its registered office at Petuelring 130, 80788 Munich, Germany, and entered in the commercial register of the Local Court [Amtsgericht] of Munich under HRB 42243 (hereinafter referred to as "MINI"). NSC and MINI are personal data controllers.

The NSC provides the customer with certain vehicle-related information and assistance services (hereinafter referred to as "services") under the name "MINI Connected" (hereinafter referred to as the "MINI Connected contract") and is the customer's contact with regard to operational and contractual matters.

MINI is responsible for the technical provision of the services. For the purpose of providing the services and support to the customer in case of problems, data are transferred from the NSC to MINI.

What kind of data are processed and for what purpose?

The data collected in connection with entering into a contract or providing the services are processed for the following purposes:

A. Entering into a contract (Article 6(1)(b) General Data Protection Regulation (GDPR)

In connection with entering into a contract, the following data categories are processed:

- contact data (last name, first name, address, email address, etc.)
- account data (MINI Connected or myMINI login account, bank details, etc.)

The provision of these data is required to enter into the MINI Connected contract and if these data are not provided it is impossible to enter into the MINI Connected contract.

The contractual data are automatically erased 1 year after expiry of the contract; financial transactions are erased in accordance with the statutory provisions after 10 years.

B. Compliance with the contractual obligation to perform the MINI Connected contract (Article 6(1)(b) GDPR)

For the purposes of the performance of the MINI Connected contract entered into between you and the NSC, MINI provides various services, such as MINI Intelligent eCall, Concierge Service, Real Time Traffic Information, TeleServices, etc.

For the purposes of the provision of these services by MINI and commissioned service providers, the following (if required, personal) information from the vehicle is processed:

- vehicle status data (mileage, battery voltage, door and tailgate status, etc.)
- position and movement data (time, position, speed, etc.)
- vehicle maintenance data (next service, oil level, break wear, etc.)
- dynamic traffic information (traffic jams, hindrances, signs, parking spaces, etc.)
- environmental information (temperature, rain, etc.)
- user profile (configured news, email, audio providers, etc.)
- sensor information (radar, ultrasonics, gestures, speech, etc.)

A complete list and a detailed description of the services and the data used in each case can be found [here](#).

Although the provision of these data is not required to enter into the MINI Connected contract, MINI is unable to provide you with the respective service if these data are not provided by you and are not processed.

The processed personal data are automatically erased after 4 weeks unless they are needed longer for the provision of a specific service.

BMW Group login

In order to use the MINI Connected services in their entirety, you also have to register on the MINI Connected portal. Upon registering, you will receive an online customer account that allows you to access additional portals of BMW Group.

Through the online customer account from the BMW Group login, you will receive a universal ID that is recognized by all applications. Applications use this ID to gain access to the data you have entered in the customer account in order to use it for some services, such as being able to greet you by name.

In order to offer this service with the BMW Group login, BMW passes your data on to each BMW Group company that acts as a provider of the applications in use by you. Storage of the data from your customer account is handled by BMW and is separate from any other (even potentially identical) data about your person that may be available to BMW Group.

C. Assurance of product quality and development of new products (Article 6(1)(f) GDPR)

Beyond the mere provision of services, the data collected under B. are also processed for the purposes of quality assurance of the products and services offered by BMW Group and for the development of new products and services by MINI. These processing activities serve the legitimate interests of MINI to comply with the high standards placed by our customers on existing products and services and to be capable of satisfying our customers' future wishes through the development of new products and services. In order to protect our customers' privacy, the data are processed exclusively in a form that is not directly traceable to the customer/vehicle.

D. Fulfillment of the sales, service and administrative processes of MINI, the national sales company and authorized dealers (Article 6(1)(f) GDPR)

In order to optimize the customer experience and collaboration with MINI distributors continuously, we create evaluations and reports based on information from agreements and we share these evaluations and reports with the applicable MINI distributors. These evaluations are predominantly used for introducing appropriate measures (e.g. training courses for sales personnel) to improve the request and sales process. We will create the aforementioned reports only in an aggregated and anonymized form; this means that the recipients of the reports will be unable to draw any conclusions about you personally.

Portions of the vehicle-specific data collected under B. are used for performance of the service processes (e.g. repair, warranty, goodwill) of MINI, the national sales companies and authorized dealers. This processing is within the legitimate interests of MINI to provide our customers with the best possible service process. Processing sometimes also takes place in connection with legal requirements (e.g. repair and maintenance information due to the provisions of anti-trust regulations). Technical data is always processed in relation to the vehicle and without direct connection to the customer in order to protect the privacy of our customers.

The following data categories are used for this:

- Vehicle master data (vehicle type, color, equipment, etc.)
- Vehicle service data (due date of next service visit, oil level, brake wear, etc.)
- Vehicle status information (mileage, battery voltage, door and hatch status, etc.)

The technical vehicle data is deleted at the end of the vehicle life cycle.

The NSC is a company within BMW Group. In part, we process your data in order to make the administration of the various companies within BMW Group as efficient and successful as possible. One of the areas this affects is common group accounting in accordance with international accounting regulations for companies (such as the International Financial Reporting Standards (IFRS)).

E. Customer support (Article 6 (1)(b), (f) GDPR)

The NSCs and MINI partners use your personal data for communication as part of concluding contracts, see above (e.g. booking MINI Connected services) or for the transaction of a request formulated by you (e.g. inquiries and complaints to Customer Support). We contact you regarding all aspects of concluding a contract or processing a request without special permission e.g. in writing, by phone, by messenger services, by e-mail, depending on which contact data you have specified.

F. Marketing communications and market research due to consent (Article 6 (1) (a) GDPR)

If you have separately given your consent to the further use of your personal data, your personal data may be used to the extent described in the consent declaration, e.g. for marketing purposes and/or market research, and where applicable disclosed to third parties. Further details can be found in the respective consent declaration, which can be revoked at any time.

G. Fulfillment of legal obligations of the NSC or MINI (Article 6(1)(c) GDPR)

The NSC will also process personal data if there is a legal obligation to do so. This could be the cause if we needed to contact you because your vehicle is subject to a recall or repair request.

Collected data is also processed as part of safeguarding the operation of IT systems. Safeguarding in this context includes, but is not limited to, the following actions:

- Backup and restoration of data processed in IT systems
- Logging and monitoring transactions to check the specific functionality of IT systems
- Detecting and defending against unauthorized access to personal data
- Incident and problem management for resolving problems in IT systems.

Collected data is also processed as part of internal compliance management, wherein we review aspects such as whether you have received sufficient advising as part of concluding an agreement and whether dealers have complied with all legal requirements.

MINI is subject to a number of additional legal obligations. In order to comply with these obligations, we process your data to the extent needed and pass on this data to the responsible authorities if necessary as part of legal reporting requirements.

How long do we store your data?

Unless otherwise stated hereunder, we only store your personal data for as long as is required for the respective purpose. If data are processed for multiple purposes, they are automatically erased, or stored in a form that is not directly traceable to you, as soon as the last specified purpose has been fulfilled.

How are your data secured?

We secure your data using state-of-the-art technology. By way of example, the following security measures are used to protect your personal data against misuse or any other form of unauthorised processing:

- access to personal data is restricted to only a limited number of authorised persons for the specified purposes;
- collected data are transferred only in encrypted form;
- furthermore, sensitive data are stored only in encrypted form;
- the IT systems used for the processing of the data are technically isolated from other systems to prevent unauthorised access, e.g. by hacking;
- furthermore, access to these IT systems is monitored permanently in order to detect and avert misuse at an early stage.

Who will we share your data with and how will we protect them?

MINI is a global company. Personal data are processed preferably within the EU by MINI or NSC employees. The data may be transferred to national sales companies, authorised dealers and service providers engaged by us (the recipients of personal data).

If data are processed in countries outside the EU, MINI ensures that your personal data are processed in accordance with the European level of data protection, using EU standard agreements, including suitable technical and organisational measures. If you want to access the actual protections for data transfer to other countries, please contact us using the communications channels specified below.

Some countries outside the EU, such as Canada and Switzerland, the EU has already officially considered as countries providing an adequate and comparable level of data protection. As a result, data transfers to these countries do not require any specific authorisation or agreement.

How can you review and change your privacy settings?

You can review and/or change privacy information at any time in the ConnectedDrive portal. These changes are automatically synchronised in your vehicle. Depending on the vehicle model, you can also access a corresponding privacy menu in your vehicle in which you can also change these settings.

Contact details of the controllers

Contact details of NSC

Please contact the NSC's Customer Service using the email address zakaznický.servis.cz@bmw.com or by calling the hotline: +420 844 269 835 (Mon–Fri 8:00 am to 6:00 pm).

Contact details of MINI

Bayerische Motoren Werke Aktiengesellschaft, with its registered office at Petuelring 130, 80788 Munich, Germany, entered in the commercial register of the Local Court [Amtsgericht] of Munich under HRB 42243.

Please contact the MINI Customer Service using the email address infomini.cz@mini.com or by calling the hotline: 844 646 485 (Mon–Fri 8:00 am to 6:00 pm).

As persons affected by the processing of your data, you can assert certain rights in accordance with the GDPR and in accordance with other applicable data privacy provisions. The following section contains explanations regarding your rights as a data subject in accordance with the GDPR.

Rights as a data subject

In accordance with the GDPR, you specifically have the following rights as a data subject in relation to MINI:

Right of access by the data subject (Article 15 GDPR): At any time, you can request information about the data that we have about you. This information includes the data categories processed by us, the purposes for which we process it, the source of the data if we did not collect it from you directly and, where applicable, the recipients to which we have transferred your data. You can obtain from us one free copy of your data that is part of the agreement. If you are interested in additional copies, we reserve the right to charge you for any additional copies.

Right to rectification (Article 16 GDPR): You can request that we rectify your data. We will take appropriate measures to maintain, based on the latest information available to us, the correctness, completeness, timeliness and relevance of the data we have and continue to process regarding you.

Right to erasure (Article 17 GDPR): You can request that we erase your data if the legal requirements exist for doing so. In accordance with Article 17 GDPR, this could be the case if

- the personal data is no longer necessary in relation to the purposes for which it was collected or otherwise processed;
- you withdraw your consent on which the processing is based and where there is no other legal ground for the processing;
- you object to the processing of your data and there are no overriding legitimate grounds for the processing, or you object to data processing for direct marketing purposes;
- the personal data has been unlawfully processed

if such processing is not necessary

- for compliance with a legal obligation that requires that we process your data;
- especially with respect to retention periods required by law;
- for the establishment, exercise or defense of legal claims.

Right to restriction of processing (Article 18 GDPR): You can request the restriction of processing of your data by us if

- you contest the accuracy of the personal data for a period enabling us to verify the accuracy of the personal data;
- the processing is unlawful and you oppose the erasure of the personal data and request the restriction of its use instead;
- we no longer need your data but you require it for the establishment, exercise or defense of legal claims;
- you have objected to processing pending the verification whether our legitimate grounds override yours.

Right to data portability (Article 20 GDPR): Your data shall, where technically feasible, be transmitted to another responsible party at your request. This right shall be available to you only insofar as data processing is based on your consent or is necessary in performance of an agreement. Instead of receiving a copy of your data, you can also request that we transfer the data directly to another controller that you specify.

Right to object (Article 21 GDPR): You can object, on grounds relating to your particular situation, at any time to processing of your personal data if data processing relates to your consent or to our legitimate interests or to those of a third party. We will cease processing of your data in such a case. The latter shall not apply if we can demonstrate compelling legitimate grounds for the processing which override your interests or we require your data for the establishment, exercise or defense of legal claims.

Periods for fulfillment of rights as a data subject

We always make an effort to comply with all requests within 30 days. This period, however, may be prolonged for any reason relating to the specific right of a data subject or the complexity of your request.

Information restriction for fulfillment of rights as a data subject

In certain situations, we may be unable to provide you with any information about any of your data due to legal requirements. If we are required to decline a request for information in such a case, we will promptly notify you of the reasons for the refusal.

Complaints to supervisory authorities

MINI takes your rights and concerns very seriously. If you feel that we have not duly addressed your complaint or concern, you have the right to lodge a complaint with a responsible data protection authority, which is the Office for Personal Data Protection (in Czech: *Úřad pro ochranu osobních údajů*), with its address at Pplk. Sochora 27, Prague 7, Postal Code: 170 00, Czech Republic.

Valid as per: August 2018

MINI Connected Services - General Terms and Conditions

1. MINI Connected Services and MINI Connected Agreement

- 1.1 BMW Czech Republic s.r.o., having its registered office at Bucharova 2817/13, Stodůlky, 158 00 Prague 5, the Czech Republic, Company ID: 066 09 813, registered in the Commercial Register maintained by the Municipal Court in Prague, file No.: C 285396 (hereinafter "MINI"), shall provide the customer with vehicle-related informational and support services (hereinafter "Services") known as "MINI Connected," as defined by these General commercial Terms and Conditions of usage (hereinafter „commercial Terms“).
- 1.2 The current version of these commercial Terms can be reviewed, saved and printed at any time at mini.cz. Any changes to these commercial Terms shall be published no later than six weeks before their intended effective date, and communicated to the customer to the extent that MINI is able to contact the customer. If the customer has agreed an electronic communication channel with MINI, the changes can also be reported via this channel. The commercial Terms shall become part of the Agreement as long as the customer does not object before the planned date when the changes are to take effect. In the event that the customer does not accept such changes to the commercial Terms, it has a right to terminate the agreement within 14 days from the delivery of the amended wording of commercial Terms. Termination must be provided with 6 weeks's termination notice.
- 1.3 In order to provide the customer with the Services, a MINI Connected agreement must be concluded between the customer and MINI. The MINI Connected agreement represents the framework agreement between MINI and the customer; by itself, without booking individual Services, it shall not constitute an acceptance or payment obligation for the Customer. However, based on this framework agreement, the customer is entitled to use the basic MINI Connected Services as laid down in the Description of the Services (Point 2.1). The basic MINI Connected Services include in particular the "Intelligent Emergency Call", if available. Additional MINI Connected Services under the MINI Connected agreement (depending on the selected vehicle equipment) may be booked upon purchasing the vehicle.
- 1.4 If the customer orders a new MINI vehicle from a seller (authorized MINI dealer or MINI branch) that features necessary standard or optional equipment for a specific Service, the customer shall in the meaning of Point 2.1 simultaneously offer to conclude a MINI Connected agreement with MINI for the use of this Service.
 - a) If the respective Service is part of the standard equipment for the new MINI vehicle, the MINI Connected agreement shall be concluded between the customer and MINI at the same time when the purchase agreement for the new MINI vehicle is concluded between the customer and the seller.
 - b) If the respective Service is exclusively part of the optional equipment for the new MINI vehicle, the customer shall be bound to his/ her offer to conclude the MINI Connected agreement only from such time when the customer can no longer deselect the optional equipment ordered for the new MINI vehicle. The MINI Connected agreement shall be concluded between the customer and MINI when the Service is activated by MINI upon initial registration of the new MINI vehicle.
- 1.5 If the customer decides not to use the MINI Connected Services, and if the built-in SIM card in the vehicle is deactivated at the customer's request before the new vehicle is handed over, this shall be considered a withdrawal from the MINI Connected agreement concluded as per Point 1.4.
- 1.6 If no MINI Connected agreement is concluded between BMW and the customer as per Point 1.4, the customer can conclude a MINI Connected agreement for any vehicle owned by the customer or provided for the customer's long-term use by the respective owner that has the corresponding standard or optional equipment, according to the following requirements:
 - a) If the customer's vehicle is technically capable of receiving a security code, the customer can assign the vehicle to his/her account in the "My MINI Connected" customer portal. In order to successfully assign the vehicle, the customer shall be asked to enter the security code received by the vehicle into the "My MINI Connected" customer portal. By confirming and entering the security code received in the vehicle into the customer portal under "My MINI Connected", the customer offers the conclusion of a MINI Connected agreement. The MINI Connected agreement between BMW and the customer shall be concluded at the time when the customer's vehicle appears as available under "My MINI Connected".
 - b) If the customer's vehicle is not technically capable of receiving a security code, the customer shall request the conclusion of a MINI Connected agreement with BMW by submitting a properly completed identification form, which is provided to the customer after entering the necessary data when adding the vehicle under "My MINI Connected." The MINI Connected agreement between BMW and the customer shall be concluded at the time when the customer's vehicle appears under "My MINI Connected" as an available vehicle.

2. Description, term and availability of the Services

- 2.1 The scope of the individual Services, their terms and availability are described in detail during the booking process as well as at mini.cz (hereinafter "Description of Services"). MINI shall specify the costs for these Services individually, or jointly in the context of the ordering process for multiple Services.
- 2.2 The term of the MINI Connected agreement as per Point 1.3 is open-ended. The term for other Services booked in addition to the basic Services shall be based on the respective Description of Services. In general, a fixed-term, fee-based Service shall have a maximum term of two years and shall be automatically extended by a maximum of one additional year unless the customer terminates it with six weeks' notice to the end of the agreed term.
- 2.3 The Services are provided via a SIM card installed in the vehicle. Consequently, the Services are to some extent geographically limited by the reception and transmission range of the communication station operated by the respective network operator, and can particularly be impaired by atmospheric conditions, topographical circumstances, the vehicle's position, and obstacles (e.g. bridges and buildings). In addition, the provision of Services requires the mobile communication network needed for the installed SIM card to be functional and ready for operation.
- 2.4 Disruptions in Service may result from force majeure, including strikes, lockouts and official requirements, as well as on the basis of technical or other measures, for instance as performed on systems belonging to MINI, suppliers of transit data or the network operator to ensure proper operations or to improve Service (e.g. maintenance, repairs, system-related software updates, expansions). Disruptions in Service may also result from short-term capacity shortfalls caused by demand peaks for the Services, or from disruptions in third-party telecommunications systems. MINI shall take all reasonable efforts to rectify such disruptions immediately or to work towards their rectification.
- 2.5 The customer can inform MINI Customer Service (see Point 7) about any disruptions in Service.
- 2.6 MINI reserves the right to modify the scope of a Service if and to the extent that this modification is reasonable for the customer with regard to the total scope of the agreed Service. In the event of a further modification of the scope of a Service that can be reported to the customer in writing or via an electronic communication path, the customer can extraordinarily terminate this Service within six weeks of receiving the change notification, and have it deactivated free of charge via the MINI Connected Hotline (see Point 7).

3. Using the Services

- 3.1 The customer may not use the Services for illegal purposes, and shall ensure that third parties do not do this either. The customer is not authorized to share the data and information received in the context of using the Services with third parties for commercial purposes, or to further process these.
- 3.2 The customer shall bear the costs of any misuse of the Emergency Call service.
- 3.3 The MINI Connected agreement between MINI and the customer, as well as the Services booked by the customer, are linked to the vehicle and cannot be transferred to another vehicle or be used in another vehicle.

4. Deactivating the Services, terminating the MINI Connected agreement

- 4.1 The customer can have the SIM card installed in the vehicle deactivated at any time by an authorized MINI retailer, a MINI branch or an authorized MINI repair shop. Deactivating the SIM card deactivates all of the booked MINI Connected Services, including the basic Services. Deactivation will also cause the Intelligent Emergency Call function in the vehicle to be deactivated, if available. The "Legal Emergency Call", cannot be disabled at the request of the customer.
- 4.2 MINI and the customer can terminate the MINI Connected agreement (to the extent that an open-ended term applies to this agreement as per 2.2) as well as any open-ended Service at any time, with six weeks' notice. Otherwise, for fixed terms, termination is possible with six weeks' notice to the end of the term if the term would otherwise be automatically renewed, by stating the lack of will to continue the agreement.

5. Sale or permanent transfer of the vehicle

- 5.1 The customer is not entitled to transfer its existing MINI Connected agreement with MINI to a third party without MINI's permission. This also applies in the event that the customer sells or transfers the vehicle.
- 5.2 Prior any permission by MINI shall be given, the customer shall prove to MINI that the third party has expressed consent with the current version of these commercial Terms.
- 5.3 In the event of a sale or permanent transfer of the vehicle to a third party, the customer shall ensure that all personal data saved in the vehicle have been deleted. In addition, the customer must remove the link between the vehicle and the customer's user account.
- 5.4 The customer must inform the third party to whom he/she is selling or transferring the vehicle about all active and deactivated Services.

- 5.5 In the event of a sale or transfer for a long-term use of the vehicle to a third party, the customer shall also have the right, in addition to the termination option as per point 4.2, to terminate a fixed-term Service with six weeks' notice. If the customer terminates a fixed-term Service before the end of the term, the price already paid for this Service shall not be refunded on a pro rata basis.
- 5.6 In the event that the MINI Connected agreement was not validly transferred together with the vehicle, MINI shall keep providing Services to the customer and no rights of a third party may arise from the usage of the Services, which would not arise to the customer.

6. Cancellation right for consumers

If the customer is a consumer in the sense of Civil Code, the customer shall have a 14-day cancellation right in the event of a contract conclusion as per Point 1 of these commercial Terms as well as if individual Services are booked. According to art. 419 of the Civil Code, a consumer is any individual who, outside his / her trade, business or profession, enters into a contract or has other dealings with an entrepreneur.

The following section informs the customer about this cancellation right:

Cancellation policy

Cancellation right

You have the right to cancel this contract within fourteen days without any explanation.

The cancellation period is fourteen days from the date when the contract is concluded.

In order to exercise your cancellation right, you must inform us (BMW Czech Republic s.r.o., having its registered office at Bucharova 2817/13, Stodůlky, 158 00 Prague 5, the Czech Republic, Company ID: 066 09 813, registered in the Commercial Register maintained by the Municipal Court in Prague, file No.: C 285396) via an unambiguous declaration (e.g. a letter sent by mail, fax or email) of your decision to cancel this contract. You may use the attached sample cancellation form, but this is not required.

You are considered to be within the cancellation period as long as you send the notice exercising your cancellation right before the end of the cancellation period.

Consequences of cancellation

If you cancel this contract, we must refund all payments we received from you – including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery we offered) – immediately, at the latest within fourteen days after we receive the notice of your cancellation of this contract. We shall use the same payment method to refund the payments that you used for your original transaction, unless explicitly agreed otherwise with you. Under no circumstances shall you be charged fees for this refund.

If you requested the Services to start during the cancellation period, you must pay us an appropriate amount that corresponds to the share of Services already provided by the time you informed us that you would be exercising the cancellation right for this contract, in relation to the total scope of Services described in the contract.

Sample cancellation form

(If you wish to cancel the contract, please complete this form and send it back to us.)

To BMW Czech Republic s.r.o., having its registered office at Bucharova 2817/13, Stodůlky, 158 00 Prague 5, the Czech Republic, Company ID: 066 09 813, registered in the Commercial Register maintained by the Municipal Court in Prague, file No.: C 285396

Zákaznický servis

P.O.Box 71,

140 02 Praha 42

Email: zakaznický.servis.cz@bmw.com

– I/we (*) hereby cancel the contract that I/we (*) concluded with regard to the purchase of the following goods (*)/the provision of the following Service (*) –

Ordered on (*)/received on (*)

– Name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only for notifications on paper)

- Date
<hr/>
(*) Please strike out where not applicable.

7. Contact

MINI Customer Service can be reached by email at zakaznický.servis.cz@bmw.com

The MINI Connected Hotline is available from Monday to Friday from 8 am to 6 pm on the phone number +420 844 269 835.

8. Liability

- 8.1 MINI shall not be liable for damages to the extent that these are based on the fact that the customer is using a device that has not been approved by MINI for use of the Services according to the installation contained in the Service description available at the MINI website.
- 8.2 The liability of MINI for harm created by negligence or without fault of MINI by a breach of contractual obligations shall be limited to the amount of the Service price. Any liability for indirect, unforeseeable or economic harm, as well as compensation for loss of profit, loss of goodwill or immaterial harm is hereby explicitly excluded. The limitation of liability does not apply in cases of harm caused intentionally, by gross negligence or in case of harm to health.
- 8.3 Within the legal stipulations, MINI does not assume any liability for the accuracy or up-to-date nature of data and information provided about the Services.
- 8.4 Within the legal stipulations, MINI shall not be liable for the consequences of disruptions, interruptions and functional impairments to the Services, particularly the cases described under 2.3 and 2.4.
- 8.5 MINI shall only be liable if significant contractual obligations (cardinal obligations) are violated, for instance those imposed upon MINI in terms of content and purpose or the fulfilment of which allows the contract to be properly executed and upon the fulfilment of which the customer regularly relies and may rely. This liability is limited to the typical foreseeable damages at the time when the contract is concluded.
- 8.6 The personal liability of MINI's statutory representatives, vicarious agents and employees for damages that they cause through slight negligence is also limited to the scope described in the above section.
- 8.7 MINI's liability in the event of a defect being fraudulently concealed, based on the assumption of a guarantee or procurement risk shall remain unaffected hereby. Liability limitations shall not apply in the event of intent, gross negligence, or a loss of life, bodily injury or damages to health. The rights of consumer are in no way affected by this Article 10.

9. Data processing and data privacy

- 9.1 MINI shall collect, save and use personal data provided by the customer within the scope of the statutory provisions, to the extent that this is necessary for establishing, designing the content of or modifying the contractual relationship, and for using as well as invoicing the Services. Details about the processing of personal or vehicle related data within the scope of the individual Services can be found in the Description of Services and at mini.cz.
- 9.2 The customer shall immediately report to MINI any changes to his/ her personal data that will affect the contractual relationship and the invoicing of the Services.
- 9.3 Usage data required for proper invoicing of the Services (invoicing data) may be saved and used by MINI after the end of the usage transaction until the invoicing is completed. Where necessary for the purpose of

discovering and preventing the improper use of Services, customer and transaction data may be processed and also saved after the end of the usage transaction, where applicable.

- 9.4 Data obtained from the use of the Services may also be analysed for quality control purposes, but only in completely anonymous form.

10. Place of jurisdiction and applicable law

- 10.1 A court in Prague shall have exclusive jurisdiction for claims resulting from relations with entrepreneurs. Jurisdiction for claims resulting from relations with consumers shall be set in accordance with general provisions of law
- 10.2 All disputes arising from or on the basis of this contractual relationship shall be subject to Czech law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall only apply to the extent that it does not deprive the consumer of any binding applicable consumer protection regulations in the state where the consumer has his/her usual place of residence at the time of the order.
- 10.3 Based on legal regulations, we are obliged to inform you that the European Commission has established an online platform for alternative dispute resolution which is called ODR (Online Dispute Resolution Platform). It can be found on the following address: <http://ec.europa.eu/consumers/odr/>. The Czech Trade Inspection authority is a general subject for the alternative dispute resolutions in the Czech Republic. More information can be found on the following address: <http://www.coi.cz/cz/spotrebitel/prava-spotrebitelu/mimosoudni-reseni-spotrebitelskych-sporu-adr/>. Our email address is zakaznický.servis.cz@bmw.com. Please note that we are obliged to let you know this information although we are not a party to any alternative dispute resolution proceeding.

11. Final provision

- 11.1 Should a separable provision of these commercial Terms or the MINI Connected agreement be or become invalid or unenforceable, this fact shall have no effect on the validity of the remaining provisions of these commercial Terms or the MINI Connected agreement. Should a separable provision of the MINI Connected agreement be or become invalid or unenforceable, the parties shall enter into, within 15 days of either party's request, an amendment to the MINI Connected agreement replacing such invalid or unenforceable separable provision of the MINI Connected agreement with a valid and enforceable provision corresponding to the purpose of the replaced provision.
- 11.2 The set-off of claims arising under these commercial Terms and the MINI Connected agreement is prohibited.
- 11.3 The application of Sections 557, 558(2), 1799 and 1800 of Act no. 89/2012 Coll., the Civil Code is hereby explicitly excluded.

Rev.: August 2018

BMW / BMWi ConnectedDrive Services / MINI Connected Services

The following services or service bundles are available in Czech Republic. The service bundles may include different services depending on the technical capabilities / equipment of your vehicle. Click on the services to display further details.

- BMW; BMWi; MINI; [Apple CarPlay® Preparation](#)
- BMW; BMWi; MINI; [Concierge Services](#)
- BMW; BMWi; MINI; [Customer Hotline](#)
- BMWi; MINI; [eDrive Services](#)
- BMW; BMWi; MINI; [Legal Emergency Call](#)
- BMW; BMWi; MINI; [My Info](#)
- BMW; BMWi; MINI; [Real Time Traffic Information](#)
- BMW; BMWi; MINI; [Remote Services](#)
- BMW; BMWi; MINI; [Teleservices](#)
- BMW; BMWi; MINI; [Vehicle Apps - BMW/MINI Online](#)
- BMW; BMWi; [Anonymous evaluation of sensor data and usage information for data quality enhancements and product development](#)
- BMW; BMWi; [Connected+](#)
- BMW; BMWi; [Online Logbook](#)
- BMW; BMWi; [WLAN Hotspot](#)
- BMW; [Digital Key](#)

Runtime of Services

If you bought Services with the order of a new vehicle BMW/ BMWi /MINI (ex-factory) the following terms will apply. Service can be extended via the BMW ConnectedDrive Store / MINI Connected Store, if available.

<http://www.bmw-connecteddrive.cz>

Service Duration: Lifetime

Service runs for the lifetime of the vehicle

Service Duration: 3 Years

Service runs for a period of 3 years

Service Duration: 1 Year

Service runs for a period of 1 year

Service Duration: 3 Months

Service runs for 3 months and can be extended

Teleservices (6AE)

BMW, BMWi: Teleservices [Lifetime], Anonymous evaluation of sensor data and usage information for data quality enhancements and product development [Lifetime]

MINI: Teleservices [Lifetime]

ConnectedDrive Services (6AK)

BMW, BMWi, MINI: Customer Hotline [Lifetime], My Info [Lifetime], Vehicle Apps - BMW/MINI Online [3 Years]

eDrive Services (6AG)

BMWi, MINI: eDrive Services [3 Years]

Legal Emergency Call (6AF)

BMW, BMWi, MINI: Legal Emergency Call [Lifetime]

Real Time Traffic Information (6AM)

BMW, BMWi, MINI: Real Time Traffic Information [3 Years]

Concierge Services (6AN)

BMW, BMWi, MINI: Concierge Services [3 Years]

Remote Services (6AP)

BMW, BMWi, MINI: Remote Services [Lifetime]

Digital Key (322)

BMW: Digital Key [1 Year]

Live Cockpit (6U1)

BMW: Legal Emergency Call [Lifetime], My Info [Lifetime], Teleservices [Lifetime], Vehicle Apps - BMW/MINI Online [3 Years], Anonymous evaluation of sensor data and usage information for data quality enhancements and product development [Lifetime], Connected+ [3 Years]

Live Cockpit Plus (6U2)

BMW: Legal Emergency Call [Lifetime], My Info [Lifetime], Teleservices [Lifetime], Vehicle Apps - BMW/MINI Online [3 Years], Anonymous evaluation of sensor data and usage information for data quality enhancements and product development [Lifetime], Connected+ [3 Years]

Live Cockpit Professional (6U3)

BMW: Legal Emergency Call [Lifetime], My Info [Lifetime], Teleservices [Lifetime], Vehicle Apps - BMW/MINI Online [3 Years], Anonymous evaluation of sensor data and usage information for data quality enhancements and product development [Lifetime], Connected+ [3 Years]

Connected Package (6C1)

BMW: Concierge Services [3 Years], Remote Services [3 Years]

Connected Package Plus (6C2)

BMW: Concierge Services [3 Years], Remote Services [3 Years], Real Time Traffic Information [3 Years], Apple Carplay Preparation [1 Year]

Connected Package Professional (6C3)

BMW: Concierge Services [3 Years], Remote Services [3 Years], Real Time Traffic Information [3 Years], Apple Carplay Preparation [1 Year], Intelligent Functions [3 Years]

Services Purchased Online

The service bundles or services can be bought with the initial vehicle order or can be bought / renewed at a charge separately via “My BMW ConnectedDrive” / “My MINI Connected” website. Lifetimes of 12 months, 6 months and 1 month are available for renewal of the contract.

Availability of the service outside your home country

When you travel outside your Home Country your BMW ConnectedDrive / MINI Connected services (as shown in section 1 of this service list) will work in the following countries.

Teleservices

Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom

Concierge Services

Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Russia, Spain, Slovakia, Slovenia, Sweden, Switzerland, United Kingdom

Real Time Traffic Information

Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom

Remote Services

Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom

Vehicle Apps - BMW/MINI Online

Austria, Belgium, Bulgaria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom

Connected+

Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom

Online Logbook

Czech Republic, Germany, Poland

Digital Key

Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom

How-to deactivate

You can have the BMW ConnectedDrive / MINI Connected basic services deactivated through an authorized BMW or MINI dealer, a BMW / MINI subsidiary or a BMW / MINI authorized workshop at any time. Deactivation of these Services also deactivates the vehicle's built-in SIM card. This also has the consequence that the emergency call in the vehicle as well as all remaining Services will no longer function.

You can additionally arrange for the remaining Services to be deactivated via “My BMW ConnectedDrive” / “My MINI Connected”.

If the vehicle is equipped with the legally required EU Emergency Call (as from April 2018 only relevant for BMW and BMWi) a deactivation of the BMW ConnectedDrive basic services will not deactivate the vehicle's built-in SIM card. It has to remain active, so that the EU Emergency Call is functional all the time.