

## **General terms and conditions for using Digital Extras**

Version 001.005.002.A.24-16

### **General Part**

#### **1. Scope of Application**

The following terms of use for the Digital Extra services are an offer of Mercedes-Benz Korea Co., Ltd., which is located at 9th Fl. Seoul Square Building, 416 Hangang-daero, Jung-gu, Seoul 04637, Korea ('MBK') (hereinafter "Terms of Use") and apply to the provision of Digital Extras information and telematics services as well as on-demand features and to the provision of other digital content, digital products and digital services that may be purely digital or control certain functionalities of the underlying hardware ("together Digital Extras") by MBK and their use by the Customer.

#### **2. Customer, Holder, Company Car, Lessee**

- 2.1. "Customer" is the person who has met the conditions under section 4.3 and has concluded these Terms of Use successfully and appropriately pursuant to Section 3.1.  
A "Customer" can be either a consumer or an entrepreneur. A consumer is any natural person who concludes a legally binding transaction for purposes that cannot be attributed primarily to his commercial or independent professional activity. An entrepreneur is a natural or legal person or partnership with legal capacity that, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.
- 2.2. "Holder" is the person who is registered as the person responsible for the vehicle in the relevant national vehicle register.
- 2.3. "Company Car Driver" is a person who is entitled to use the vehicle for business (and possibly private purposes) designated, permitted or appointed by the company that holds title to the vehicle.
- 2.4. "Lessee" is a person who is entitled to use a vehicle on the basis of a leasing agreement.

#### **3. Effective Date and Change of the Terms of Use, Authorization to Use Digital Extras**

- 3.1. A precondition for using Digital Extras is that the Customer has created a Mercedes me ID registered with MBK, accepted the Declaration of consent for Processing Personal Information and Location Information and has accepted the GTC and the respective STC.
- 3.2. The respective Terms of Use take effect as between the Customer and MBK when the Customer receives a confirmation, at the latest however as of the date at which the Customer can use the respective Digital Extras for the first time.
- 3.3. When the GTC enter into effect, the Terms of Use for providing Digital Extras to the Customer by MBK is concluded between MBK and the Customer ("Terms of Use").
- 3.4. If the Customer is an entrepreneur pursuant to Section 2.1, he must additionally conclude an agreement for contract data processing agreement with MBK before the Terms of Use become effective.
- 3.5. Any terms and conditions of the Customer which deviate from these Terms of Use shall not apply unless MBK expressly agrees to their validity in writing.
- 3.6. MBK offers the Terms of Use in Korean and English. In cases of doubt with regard to the interpretation of the Terms of Use, the language in which the Customer originally accepted the Terms of Use shall apply.
- 3.7. The Agreement shall be concluded in the respective national language.
- 3.8. When the respective Terms of Use enter into effect, the Customer will be entitled to use certain Digital Extras free of charge ("Complimentary Digital Extras"). Details can be found in the Overview of Digital Extras. The Customer can obtain more information and a copy of the Terms of Use on the customer portal referred to in Section 14.2. ("Customer Portal").
- 3.9. MBK is entitled to make changes to the Terms of Use for valid reasons, in particular if so required by new technical developments, further development of the services forming part of this contract, changes in legislation or jurisprudence or other equivalent reasons. If the change should lead to significant disruption of the contractual balance between the Parties, it will be waived. MBK will communicate the changed Terms of Use to the Customer in text form (including by email, SMS and message in the Mercedes-Benz mailbox) at least one month prior to the day on which the

amendment or addition takes effect (calculated from the date of receipt of the notification by the Customer). The amended Terms of Use are deemed to have been accepted if the Customer does not object to them within one month of the receipt of the notification. MBK will inform the Customer separately of this legal consequence in its notification.

#### **4. Scope of Digital Extras**

- 4.1. When the respective Terms of Use enter into effect, the Customer will be entitled to use certain Digital Extras free of charge for an initial period of time. The Customer may obtain additional information in this regard on the customer portal referred to in Section 14.2 ("Customer Portal").
- 4.2. The Customer may furthermore acquire the right to use Digital Extras subject to a charge ("chargeable Digital Extras") together with the purchase of the vehicle<sup>1</sup> or via the Mercedes-Benz Store. The additional terms and conditions shall apply to the purchase of the Chargeable Digital Extras and, in the event of purchase via the Mercedes-Benz Store, the General Terms and Conditions of the Mercedes-Benz Store shall apply. These Terms of Use apply to the use of the Digital Extras by the customer.
- 4.3. The use of the Digital Extras is intended for consumers or entrepreneurs according to Section 2.1<sup>2</sup>, who are either holders of the vehicle with which the Digital Extras are to be used, or are authorised by the Holder or owner to use the vehicle including the Digital Extras. Furthermore, (i) consumers must have their permanent place of residence (registered address) in Republic of Korea and (ii) business customers must<sup>1</sup> be domiciled in Republic of Korea. The place of residence and place of business establishment will hereinafter be referred to as the residence.
- 4.4. Digital Extras that require a linked vehicle (Section 5.3) apply only to the vehicle concerned (e.g. charging services, streaming services) and are not transferable to other vehicles. Furthermore, all Digital Extras may only be used for the purpose shown in the service description of the respective Digital Extras.
- 4.5. The description of the individual Digital Extras, i.e. the scope of Digital Extras, usage requirements, availability and, where applicable, further information are set out in the respective Digital Extras Description in the Customer Portal<sup>3</sup>, the App, the vehicle order including Digital Extras or in the Mercedes-Benz Store. The scope of Digital Extras may vary depending on the vehicle type and equipment. MBK reserves the right to further develop the Digital Extras at any time and to add, change or remove individual functions. Changes will only be made if there is a valid reason and no additional costs are incurred by the customer. The following circumstances can lead to a change in the Digital Extras: Adaptation to a new technical environment, to an increased number of users, for important operational reasons, further development of Digital Extras, new legal requirements and jurisprudence by senior judges, or other, comparable reasons. MBK will inform the customer of impending changes and the possible legal consequences.
- 4.6. Subject to Section 4.15, the Digital Extras are generally available in Korea. All European overseas territories are excluded. The Digital Extras Description shows which Digital Extras are geographically limited or are not yet available. Insofar as the vehicle is used in a country other than the country of residence (e.g. cross-border vehicle use) or the vehicle is imported from a country other than the country of residence, the Digital Extras may be impaired or not function at all due to country-specific technical equipment of the vehicle (e.g. communication module) or the country-specific availability of Third-Party Providers and Content Providers or for legal or regulatory reasons
- 4.7. For the Digital Extras, MBK shall provide the Customer with the use of the Customer Portal, the App or other means of access (cf. Section 4.8), via which the customer can set up an interface and manage Digital Extras online ("User Account").
- 4.8. The Customer may operate and use the Digital Extras via the means of access listed below (collectively "Means of Access"): a) via the infotainment system in the vehicle, b) online in the Customer Portal, c) via mobile applications by means of compatible end devices ("App"). The means of access available for each Digital Extra is indicated in the respective description of the Digital

<sup>1</sup> At present, Digital Extras cannot yet be purchased together with the vehicle in all countries, and not for every vehicle model

<sup>2</sup> For entrepreneurs, the contractual offer is not available in every country. If no selection option for entrepreneurs is available during registration or in the existing account, the offer is directed only at consumers.

<sup>3</sup> The customer portal is not available in all countries. In these cases the Mercedes-Benz app is available as an alternative.

Extras in the Customer Portal, App and/or the Mercedes-Benz Store. The right to make changes to the means of access is reserved, provided that the change is reasonable for the Customer.

- 4.9. The Customer may delete the App at any time. In this case, the Customer will no longer have any access to the Digital Extras via the App. Furthermore, changes made to the compatible end device (e.g. update of the operating system, jail-breaking) could render the App unusable.

Note: Any obligations for payment of the fees for chargeable Digital Extras shall remain unaffected by deletion of the App by the described changes to the compatible end device.

- 4.10. The Customer has the possibility to activate and to deactivate individual Digital Extras. In the case of an activated Digital Extras the Customer can use Digital Extras. If Digital Extras is deactivated, then the Digital Extras will not be available to the Customer during that time. As a rule, Digital Extras will only become active when they are activated by the Customer.

Note: Any obligations for payment of the fees for a chargeable Digital Extras or contractual agreements with Third-Party Providers remain unaffected by a deactivation of the Digital Extras.

- 4.11. If the customer cancels the purchase of a chargeable Digital Extras, if a chargeable Digital Extras expires or if the Digital Extras is terminated, MBK shall be entitled to deactivate the Digital Extras concerned.

- 4.12. In addition, MBK also reserves the right to deactivate or limit the services for good cause (e.g. data security, security problems at Content Providers/Third-Party Providers).

- 4.13. The display in the instrument cluster of the vehicle takes precedence over all other information channels, for example, the display via the Customer's means of access. The information displayed in the infotainment system or in App is not binding and may in full or in part be incomplete or incorrect or not up to date; in addition, it only applies as of the time it is queried.

- 4.14. Due to the currently available technology, the provision and use of the Digital Extras may be subject to certain restrictions and inaccuracies which are beyond MBK's control. In individual cases there may be discrepancies between the vehicle operating data displayed in the vehicle (e.g. in the infotainment system) and that in the Customer's respective means of access. This applies in particular to the availability of the mobile data connection provided by mobile phone companies, the mobile network, GPS location services via a global navigation satellite system and Internet access. The Digital Extras are therefore geographically limited to the transmission and reception areas of the transmission stations operated by the relevant mobile phone companies. The unavailability of the mobile network can in some cases mean that individual Digital Extras are not available because the necessary data transfer cannot take place. The Digital Extras 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 Digital Extras, the mobile and landline networks or the Internet. The mobile communications connection between the vehicle and the back end, which is currently provided by an external German telecommunications operator or its roaming partners outside Germany, currently has a service availability of 97.0% on an annual average. Disruptions of the transmission quality by atmospheric or similar conditions cannot be excluded.

When using data via the mobile telecommunication services, the logged-on users share the available bandwidth (so-called shared medium) in the mobile radio cells. The actually achievable transmission rate during the data usage is also dependent on the total availability of the respective technology, the transmission rate of the server selected for the provision of the relevant Digital Extras, the occupancy/capacity utilisation of the mobile network by the number of users in the respective mobile radio cell, the distance to the antenna and the movement of the user.

Disruptions may also be caused by force majeure, including strikes, lockouts or administrative orders, or result from technical or other measures (e.g. repairs, maintenance, software updates, enhancements) which need to be carried out on the systems of MBK or on those of upstream or downstream Service Providers, Content Providers or network operators which are necessary in order to ensure that the Digital Extras are properly provided or improved.

The use of the Digital Extras via the App may also be subject to limitations and inaccuracies due to the unavailability of or disruptions in the App 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 App).

- 4.15. For some Digital Extras (e.g. Internet Radio, Petrol Station Prices, Live Traffic, Car-to-X Communication), the information available via the Digital Extras is prepared by Content Providers and may be incomplete, incorrect, not current or unavailable in whole or in part. MBK assumes no responsibility for checking whether the information is complete, accurate or current, or for completing, correcting or updating such information, or for making sure that the information is available or is made available in a certain quality. The Customer is independently responsible for his use of the information and decisions made on the basis of the information; accordingly, the Customer is responsible for checking whether the information is complete, accurate or current and is available or is made available in a quality suitable for his purposes.
- 4.16. To prevent malfunctions in the workshop process during a stay in the workshop, Digital Extras may be temporarily unavailable or only available to a limited extent. In addition, maintenance and repair work carried out on the vehicle during the workshop visit can generate data that lead to incorrect status messages and diagnosis messages via different means of access. As a result, the Customer may receive faulty offers for maintenance services or a faulty request for an appointment due to a recognised need for repair by the Service Partner. Under certain circumstances, it may be necessary for the Customer to reactivate the Digital Extras after the workshop visit.
- 4.17. The Digital Extras require a fully functioning power supply in the vehicle from the vehicle battery. If the Digital Extras are used excessively and the vehicle's battery is not intermittently charged by running the engine, or connecting the battery to a power supply (in the case of electric vehicles), then this may result in the battery becoming depleted. If the vehicle is left stationary for longer periods, this may cause the communication module ("Communication Module") in the vehicle to shut down and thereby disrupt the mobile data connection to the vehicle until the next time the vehicle is manually started up.
- 4.18. MBK shall provide software updates for the Digital Extras and the functions of the vehicle to maintain safety and conformity with the contract within a reasonable period of time from the effective date of the Terms of Use and the linking of the vehicle or other product. Furthermore, there is no entitlement to software updates that go beyond the maintenance of contractual conformity or security updates, for example by improving or expanding digital extras and providing or enabling new functions of the vehicle and the Digital Extras. The Customer agrees that software updates offered for download via the integrated (vehicle) SIM card or Customer's own data connections will be executed automatically. For this purpose, the automatic download and installation of software updates is preset in the vehicle or other product, as far as technically possible. If a software update is not carried out automatically, it is only carried out after installation by the Customer. The Customer acknowledges that the performance or functionality of Digital Extras, the vehicle or the other product may be impaired if software updates are not installed on time or properly. MBK is not liable for a defect that is based on the fact that the Customer has not installed software updates or has not installed them properly. With each software update, MBK will inform customers that a software update is being provided, what it contains, the consequences of failing to install it and how to install it. MBK reserves the right to make changes to the scope of services of the Digital Extras and functions of the vehicle in accordance with the provisions of Section 4.5., including by means of software updates.
- 4.19. The Software Updates are subject to the availability and limitations of the selected data connection 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 Customer is aware that downloading software updates via the Customer's own data volume may incur additional costs with the Customer's network providers. For technical reasons, some software updates can only be carried out in the workshop.
- 4.20. The Customer is not entitled to obtain the Software Updates by other means (e.g. through the Participating Partners). While the Software Updates are downloading and installing, the functionality of the vehicle or individual components (e.g. infotainment system or communication module) may be restricted for a limited period of time. In the unlikely event that a fatal technical error occurs during the installation of the Software Update, the functionality may continue to be restricted and a workshop repair may be needed.

## 5. Requirements of Use

- 5.1. The use of the Digital Extras requires the permanent acceptance of these Terms of Use and the Mercedes me ID as amended from time to time (Section 3.1), the permanent linking (Section 5.3) of the vehicle with the user account and, where applicable, activation of the Digital Extras (cf. Section 4.11). After the initial term has expired, the Digital Extras can be extended in the Mercedes-Benz Store for a fee, provided they are still offered for the corresponding vehicle at that time. In addition, further conditions of use may be necessary for the use of some Digital Extras, e.g. the conclusion of a contract with a third party (see Section 5.5), a compatible product (e.g. smartphone, smartwatch) or the Customer's own data volume. Furthermore, for vehicles, the connection of the communication module to the mobile phone network, including the emergency call system, depends on the respective network coverage and availability of the network provider.
- 5.2. The Digital Extras are available in newer models of Mercedes-Benz vehicles, which are fitted with an integrated Communication Module. Some of the Digital Extras are based on a hardware component or require additional optional equipment in the vehicle. Details and any further conditions of use are provided in the respective Service Description.
- For certain functions and Digital Extras, the vehicle requires a mobile data connection between the vehicle and the Mercedes-Benz Backend as well as the compatible end device of the Customer. In addition, the vehicle must have an infotainment system.
- For data transmission to the CAC, it is necessary that the Customer's compatible device is GPS enabled and that GPS is activated. Additional conditions of use or deviations may result from the description of the respective Digital Extras.
- 5.3. In order to be able to use the Digital Extras for a vehicle, the vehicle must be linked to the user account and remain linked ("Linking").
- Linking is carried out locally by participating authorized dealers or online via the User Account. The Customer may obtain more information on the Customer Portal or from Participating Partners.
- Digital Extras in the vehicle cannot be activated and used until the vehicle is connected. It is only possible to assign one customer per vehicle as the main user. In variance with this, in the case of business customers it is possible to set up several main users per vehicle. Additional vehicle users can be registered as "Co-Users" within the meaning of Section 11.1 .
- The unlinking of a vehicle takes place by the customer either removing the vehicle from his user account, or requesting unlinking in text form (including e-mail) by a participating partner or the Mercedes-benz customer Assistance Center ("CAC") referred to in Section 14.2. With the unlinking, the Digital Extras in the affected vehicle are blocked for the customer.
- Note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by the disconnection.
- 5.4. For security reasons, an identity check is required for the use of some Digital Extras. This can be done with an identification document on site at the Participating Partners. The Customer will be informed of the necessity of the identity check when activating all Digital Extras or the corresponding Service. The Digital Extras can only be used by the Customer after a positive identity check. MBK reserves the right to repeat the identity check at a later date.
- 5.5. For the use of the Digital Extras, which utilize services of other companies ("Third-Party Providers") (e.g. streaming services, parking, charging), the customer and respective third-party provider shall conclude a separate agreement with the respective Third-Party Provider at the terms and conditions of the respective Third-Party Provider. Under certain circumstances the Customer must set up a personal user account ("Third-Party Provider Account" (e.g. streaming services). Furthermore, for certain Digital Extras, the Customer must conclude an agreement with a mobile communications provider independent from MBK. MBK assumes no liability for the Digital Extras of the Third-Party Provider and mobile communications provider.
- 5.6. The use of Digital Extras via App requires a compatible end device and a mobile data connection, and the App must be obtained and installed on the compatible end device.
- 5.7. In addition, use of the Digital Extras also requires regular updates of the App when such updates are available.
- 5.8. For customers with a vehicle, which has optional equipment for highly automated driving functions ("System"), the following applies: To use of the system, Digital Extras must be activated and available during use. Despite activation of Digital Extras, it is possible that the system will not be available or will only be available to a limited extent. Indeed, the availability and activation of the system depend on additional system requirements and system limitations and are subject to functional, spatial,

regional and temporal limitations. The availability of the system thus depends, among other things, on suitable weather conditions, the currently available route network, an existing route clearance and/or the respective traffic situation. The availability of the system can also be curtailed for security reasons. The availability of the system also depends in particular on the currently valid laws of the country 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.

## **6. Payment Function in the Context of Digital Extras**

- 6.1. The payment function enables the Customer to conclude and pay for a contract in the context of certain Digital Extras.
- 6.2. When using the payment function, the respective Third-Party Provider or its sales partner becomes the contracting party ("Seller") of the Customer. MBK merely mediates the conclusion of the contract and does not itself become a contracting party. With regard to the contract, the respective general terms and conditions of the Seller shall apply.
- 6.3. In the context of the payment of the price, MBK shall act as a technical service provider and shall only provide the technical platform for the payment; MBK may use other service providers for this purpose. The authorization of a payment, the access to a payment account of the Customer as well as the transfer of the price 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 MBK does not gain possession of the funds to be transferred at any time.
- 6.4. The prices listed by the respective Seller apply to the contract. When the contract is concluded, the price to be paid will be displayed in the corresponding Use Gateway, if applicable. The price falls due immediately upon conclusion of the contract. The Customer must promptly notify MBK of any discrepancies between the display of the price in the respective Use Gateway and the information of the Seller (via the communication channel pursuant to section 14).
- 6.5. Use of the payment function is possible only if the complete and required payment and customer data are provided and a valid means of payment is posted in the User Account.
- 6.6. When using the payment function, some sellers require that the transaction must first be pre-authorised by the payment processor in consideration of a maximum amount set by the Customer. If the transaction is not pre-authorised 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, MBK will forward the information required for the payment of the price to one or more Payment Processors and/or the Seller. MBK 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. Any multiple payments for the same Digital Extras will be determined by the Payment Processor and an automatic reversal will be initiated. This reversal will be processed via the means of payment that has been posted in the User Account by the Customer.
- 6.9. Only the Seller is responsible for any claims that arise from or in connection with the contract. MBK does not become a contracting party to the contract and is therefore not obliged to provide a warranty or to accept any other liability under the contract.

## **7. Fees and Costs**

- 7.1. No fees are charged for concluding the Terms of Use. The fees for the chargeable Digital Extras apply to the order for vehicles including Digital Extras or are those displayed in the Mercedes-Benz Store. To be able to use the Digital Extras in the vehicle which are based on a hardware component in the vehicle, special equipment for the vehicle is also sometimes necessary and may incur an increased vehicle price. Details of the necessary special equipment are given in the Digital Extras description

and/or the order for vehicles including Digital Extras App are provided to the customer free of charge.

- 7.2. Any costs for the mobile data connection between the vehicle and the Mercedes-Benz Vehicle Backend will generally be borne by MBK.
- 7.3. Any costs for the mobile data connection that are incurred when the Customer using their compatible end-device or other media and telecommunications equipment accesses the Customer Portal or their User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by their own 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. The Customer represents and warrants that he/she is either the Holder or the Lessee of the vehicle or that the vehicle's owner has permitted him/her to use the vehicle and thus also to use the Digital Extras in the vehicle (e.g. driver of a company car).

The Customer warrants that their profile data (e.g. name, address, email address, mobile phone no., date of birth) provided by him to the participating partner and stored in his user account as well as all other information provided are always true and complete and comply with all legal requirements and the applicable contractual provisions. The Customer undertakes to inform MBK immediately of any future significant changes to the information provided that are relevant to the contractual or usage relationship. For certain vehicles, a pin-protected profile of the Customer is created automatically when the vehicle is linked.

If the data is incorrect and communication with the Customer is therefore not possible, then the Digital Extras may be disconnected and MBK reserves the right to block the Digital Extras.

Important: Any obligations owed to MBK for payment of the fees for fee-based Digital Extras will remain unaffected by a block.

- 8.2. To receive notifications via the App for individual Digital Extras (e.g. theft and collision monitoring, charging), the customer must be logged into the corresponding app and have activated the notification function.
- 8.3. The customer is obliged to immediately disconnect the vehicle from the Digital Extras pursuant to Section 5.3, if he is no longer entitled to use this vehicle (e.g. owing to sale or discontinuation of the right to use a company or leased vehicle), or if this vehicle is destroyed.
- 8.4. If the Customer does not fulfill their obligation to disconnect a vehicle and another person successfully authenticates himself in accordance with Section 5.3, or if the Holder of the vehicle reports that the Customer is no longer authorized to use the vehicle, then MBK will disconnect the vehicle in accordance with Section 5.3 without further warning and will then inform the Customer that the disconnection has taken place. The liability of the Customer under section 8.9 remains unaffected.
- 8.5. The Customer shall keep all access details and passwords necessary to use the Digital Extras safe, not disclose them to third parties, and prevent them from being misused. The Customers shall not use the same combination of email address and password for accessing the User Account that he uses for other online services. The Customer shall impose the above obligation also on any "Co-Users", as specified in section 11.1.
- 8.6. The Customer will be entitled to use the Digital Extras only if he complies with all legal requirements and does not pursue any purposes in breach of the Terms of Use or applicable law.
- 8.7. If the Customer identifies that the Digital Extras have been used in breach of the Terms of Use or that an unauthorized third party has carried out an inadmissible activity on the mobile network provided for the Digital Extras, then the Customer must inform MBK of this without undue delay via their User Account or using one of the methods described in Section 9 or 15.2.
- 8.8. The software applications provided for the use of the Digital Extras may not be modified, edited, decompiled (including by means of reverse engineering), stored or otherwise reproduced.
- 8.9. The Customer shall be liable to MBK for any loss or damage arising from their violation of the obligations under the Terms of Use in accordance with the statutory provisions.
- 8.10. If a third-party claim is asserted against MBK in connection with a violation of statutory provisions, third-party rights, or the Terms of Use by the Customer, the Customer liable under Section 8.9 shall indemnify MBK from all claims, costs, damage and losses (including the costs of reasonable legal proceedings), insofar as the Customer is responsible for the infringement.

- 8.11. The Customer is personally responsible for saving any data on its compatible end-devices.
- 8.12. If the Customer provides the vehicle to another vehicle user for their use, the Customer is obliged (i) to inform the other vehicle user about the Digital Extras and associated data collection prior to the start of the journey and possibly to obtain his consent, as well as refer to the possibility to deactivate individual Digital Extras and (ii) to deregister from his connected Third-Party Provider account or deactivate the Digital Extras in order, for example, to prevent any misuse by another vehicle user. Prior to the drive, the Customer must check whether the Digital Extras and function needed by him are activated.

**9. Provisions on Digital Extras that constitute intermediary services within the meaning of the Digital Services Act (deletion/blocking of content and Customer access, blocking of customers, other measures, termination)**

- 9.1. MBK may provide individual Digital Extras and functions which, as intermediary services, are subject to the provisions of the Digital Service Act (DSA). This applies, for example, to such Digital Extras and functions in which information provided by customers or third parties is stored and/or published on their behalf. In this case, the following provisions apply.
- 9.2. MBK reserves the right to block the Customer or take other appropriate measures if there are signs of misuse of the respective Digital Extras or functions or use that violates the provisions of these Terms of Use. In particular, use shall be deemed improper if the Customer uses the Digital Extras and functions or information provided therein for purposes other than the intended use, uses the Digital Extras and functions for illegal purposes or purposes that infringe the rights of MBK or third parties, or uses them in non-compliance with other guidelines provided by MBK.
- 9.3. The Customer may only transmit content that he has created himself or for which he holds all necessary rights.
- 9.4. In particular, such Digital Extras and functions may not be used to disseminate information that meets the following criteria: racist, hateful slogans; the provision of false or otherwise incorrect information; insulting, abusive, harassing, hateful, obscene, threatening or otherwise offensive information; political discussions and campaigns; encouragement and incitement to criminal offenses and violations of the law; promotional appeals; information about competitors, in particular about other car manufacturers; information that violates legal requirements or does not adequately comply with or implement applicable requirements (e.g. in the case of labeling or transparency obligations); information whose provision violates legal requirements or does not adequately comply with or implement applicable requirements (e.g. in the case of labeling or transparency obligations); information whose provision is a criminal offense or misdemeanor.
- 9.5. MBK shall provide the means by which customers and other persons or entities can report the presence of individual information in a Digital Extra or a corresponding function subject to the Digital Service Act that the Customer or the person or entity concerned considers to be illegal content. Notifications can be sent to DSA@mercedes-benz.com. If the notification contains the electronic contact details of the reporting Customer, person or organization, a confirmation of receipt will be sent. In this case, the Provider shall immediately inform the person or entity concerned or the Customer of the relevant decision with regard to the reported information, indicating the possible legal remedies against this decision.
- 9.6. Should information provided violate the applicable provisions of this Section 9 and MBK becomes aware of this (e.g. through a report from a Customer or other third party), MBK reserves the right to block or delete such content immediately (even temporarily if necessary) and to take all other necessary steps. Where necessary or appropriate, the following measures will be taken, possibly cumulatively, depending on the severity, frequency and number of the violation(s):
- i. temporary or permanent deletion of corresponding content;
  - ii. temporary blocking of the respective Digital Extra or function for the respective Customer in connection with which the respective violation occurred, and inactivation of the associated content; depending on the severity, frequency and number of the violation(s), the blocking will take place for a period of 1 month, but possibly also for a longer period of up to several months.
  - iii. in the case of particularly serious violations, the permanent blocking of the respective Digital Extras or the function for the respective Customer in connection with which the Terms of



- Use have been violated, if the continued provision is not reasonable for MBK, taking into account the interests of both parties;
- iv. temporary blocking of the user account or user access to the entire range of Digital Extras offered under these Terms of Use and inactivation of the associated content if this is necessary owing to the type, severity, frequency and number of the violation(s); the blocking shall take place for a period of 1 month, depending on the type, severity, frequency and number of the violation(s), but possibly also for a longer period of several months;
  - v. in the event of particularly serious violations, the permanent blocking of access to the entire range of Digital Extras offered under these Terms of Use for the respective Customer, if further provision is not reasonable for MBK after weighing up the interests of both parties, including the inclusion of access data, in particular the e-mail address provided and other master data for identifying customers, on a blacklist with the consequence that new access to use or content cannot be created.
- 9.7. Any obligations to pay fees for chargeable Digital Extras remain unaffected by the measures taken in accordance with 9.6.
- 9.8. In cases of Section 9.6 (v), MBK has an extraordinary right of termination with regard to these Terms of Use and thus the Customer's access to the Digital Extras included therein. The provisions on termination in Section 10, including the right of the parties to extraordinary termination in accordance with Section 314 BGB, shall otherwise remain unaffected.
- 9.9. Where legally required, the Customer will be informed of the decision by MBK and given the opportunity to comment. After further comment, MBK will review the decision again and make a final decision on how to deal with the content concerned. Depending on the case, the moderation measures mentioned in Section 9.6 will be taken. The Customer will receive a notification/email about the moderation decision made, including a justification.
- 9.10. Complaints against or inquiries about moderation decisions, including decisions pursuant to Section 9.9, may be submitted to DSA@mercedes-benz.com for a period of at least six months following a moderation decision. The day on which the Customer or other persons or institutions are notified of a moderation decision is deemed to be the start of the specified period for submitting complaints. The decision referred to must be stated (e.g. by indicating the date, subject and/or file number), as well as the nature of the objection or what should be explained in more detail. The Provider will confirm receipt of the complaint and will process it promptly. MBK will immediately communicate a reasoned decision and point out the possibility of out-of-court dispute resolution and other available legal remedies.

## 10. Term and Termination

- 10.1. The Terms of Use have an unlimited term. The term of the Digital Extras is set forth in the respective Digital Extras Description or in the agreement between the Customer and the seller of the chargeable Digital Extras. Digital Extras that can be subscribed to for a specific term end at the end of the term and are deactivated.
- 10.2. MBK may terminate the Terms of Use at any time with a notice of 30 days, at the earliest as of the expiration of the last chargeable Digital Extras. Digital Extras shall end with the expiration of the posted term of use. Free Digital Extras may be terminated by MBK at any time with a reasonable period of notice. MBK will give notice of termination in text form (including by email SMS and a message in the Mercedes-Benz mailbox).
- 10.3. The Customer may terminate the Terms of Use at any time without notice. The Customer can issue the termination by clicking on the Terms of Use in the User Account, by deleting the User Account or in text form (including email) addressed to the CAC.
- 10.4. Note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by a cancellation of the Terms of Use or individual Digital Extras by the Customer.
- 10.5. Note: The deletion of the App in accordance with Section 4.8 and the deactivation of the Digital Extras in accordance with Section 4.11 do not constitute a termination. Notice of termination must be given via the Customer's User Account or in text form (including email) to the CAC.
- 10.6. If a Customer who uses the Digital Extras via the App relocates to a country in which the App, are not available, the Customer can no longer use the Digital Extras via the App.
- 10.7. Note: Any obligations to pay the fees for chargeable Digital Extras shall remain unaffected by a change of residence.

- 10.8. Termination of the Terms of Use for good cause remains unaffected. Good cause for termination on the part of MBK shall be, in particular, a breach of these Terms of Use and misuse of Digital Extras. MBK shall give notice of termination for good cause in text form (including by email, SMS and message in the Mercedes-Benz mailbox), and the Customer shall do so via their User Account or in text form (including email and fax) to the CAC.
- 10.9. Notice: Any obligations to pay the fees for chargeable Digital Extras will remain unaffected by termination of the Terms of Use for good cause by MBK.
- 10.10. If the Terms of Use are terminated, the Digital Extras in the vehicles affected will be deactivated. Even after termination of the Terms of Use, the Customer's User Account will remain active until the User Account has been deleted.
- 10.11. MBK may transfer all rights and obligations arising from the Agreement to a third party or to the local Mercedes-Benz Group AG group company located in the target countries ("Contract Transfer"). MBK shall notify the Customer of the Contract Transfer with advance notice of one month in text form (including email, SMS and message in the Mercedes-Benz mailbox). In this case, the Customer is entitled to terminate the contract with immediate effect within this one-month period after the announcement of the Contract Transfer. The Customer can give the notice of termination via his User Account or in text form (including email) to the CAC.

## **11. Other Users and Co-User Authorization**

- 11.1. In order to enable other persons to access Digital Extras, the Customer may authorize these other persons as co-users ("Co-Users") on their User Account. To use the Digital Extras as Co-Users, these other persons must also hold a User Account and confirm online that the Customer has authorized them.  
To use the Digital Extras as a Co-User via the App, these persons must also obtain the App and install it on a compatible end-device.
- 11.2. Co-users are given the possibility to view certain Digital Extras in the same way, and to operate and use them in the same way as the Customer (e.g., they can inquire as to the vehicle's status, program preconditioning).  
However, the purchase or subscription (if available) of Digital Extras, cancellations, activation and deactivation of Digital Extras, as well as the linking and delinking of the vehicle are still reserved for the Customer.  
During the programming, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or from the Co-User. However, Co-Users cannot activate or deactivate the Digital Extras. The scope of the Digital Extras available for the Co-User can vary.  
The scope of the Digital Extras can vary for the Co-User depending on which Use Gateway is used to access them. Details can be found in the Special Part of the Terms of Use and the Overview of Digital Extras.
- 11.3. The Customer can revoke the authorization of a Co-User at any time via their User Account.

## **12. Liability**

- 12.1. In the event that MBK is liable in accordance with applicable laws for damages caused by slight negligence, the liability of MBK shall be limited as follows: liability exists only if material immanent obligations arising from the use of the Digital Extras have been violated, in particular those which are imposed upon MBK in accordance with the spirit and purpose of the Terms of Use or whose performance is a prerequisite for the due and proper performance of the Digital Extras, where the Customer regularly relies and ought to be able to rely upon compliance with such obligations. This liability is limited to typical damage foreseeable at the time the Terms of Use take effect.
- 12.2. The strict liability of the supplier for defects which were already present at the time of the contract conclusion (§ 536 a para. 1 BGB) is excluded. The further regulations according to section 12, shall remain unaffected by this regulation.
- 12.3. Regardless of the issue of fault, this shall not prejudice the liability of MBK if MBK has provided a guarantee or accepted a procurement risk, or under the terms of the German Product Liability Act or other applicable product liability laws.
- 12.4. Personal liability on the part of the legal representatives, vicarious agents and employees of MBK is excluded in cases of damage resulting from MBK's slight negligence.

- 12.5. The aforementioned limitations of liability and the aforementioned exclusion of liability do not apply to damages resulting from a grossly negligent or intentional breach of obligations by MBK, his legal representative or his vicarious agent, or in the event of death or personal injury.
- 12.6. If the customer is a consumer within the meaning of § 13 BGB and the subject matter of the contract is also the provision of digital content or digital services, whereby the vehicle can also fulfil its function without these digital products, the statutory provisions of §§ 327 et seq. shall apply to this digital content or digital services (BGB).

### **13. Data Protection and Data Security**

- 13.1. MBK shall comply with the provisions of the applicable laws and regulations including the Act on Promotion of Utilization of Information and Communications Network for the purpose of collecting the personal information of the Customer and setting the rights, obligations and other matters between MBK and the Customer necessary for use in the Digital Extras provision process.
- 13.2. MBK processes the Customer's data in safe manner in accordance with the privacy policy.
- 13.3. In the relationship between the business customer (cf. Section 4.3) and MBK, the provisions of the contract data processing agreement shall apply (with the exception of the Van Uptime Service). If the Customer is an entrepreneur and uses Digital Extras in the exercise of his commercial or independent business activity and provides the vehicle for use by another vehicle user, the entrepreneur must be aware that he may obtain access to personal data of the respective vehicle user via Digital Extras. In this case, the entrepreneur is the data controller for the processing of personal data of the relevant vehicle users. As data controller, the Customer or entrepreneur is obliged to protect the legal rights of the relevant vehicle users (cf. in particular also Section 8.12).
- 13.4. In case any person other than the Customer uses the Services using the Customer's personal information, including password, the Customer shall be deemed to have consented to such person's use of the Services and the Customer's personal information, including password, and in no event shall MBK be responsible or liable for any damage caused by such person's use of the Customer's personal information.
- 13.5. If the Customer allows another driver to operate or use the vehicle, the Customer shall inform such driver of the Services and the associated data collection and processing, and obtain the driver's consent before commencement of such operation or use.
- 13.6. MBK takes the protection of users' personal data seriously and takes care to protect the privacy of the users during the processing of such data.
- 13.7. Further details concerning the data processing, data protection and data security are provided for you in the data protection notices for the Digital Extras Services.

### **14. Final Provisions**

- 14.1. If the user is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship between the user and MBK is Seoul Central District Court. The same place of jurisdiction shall apply if the user does not have a general place of jurisdiction in the Republic of Korea, moves his place of residence or habitual abode out of the Republic of Korea after conclusion of the contract, or his place of residence or habitual abode is not known at the time the action is brought.
- 14.2. This present relationship between the Customer and MBK is governed and construed in accordance with the law of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sales of Goods unless mandatory national consumer protection regulations under the law of the country in which the Customer is domiciled or has his place of habitual residence take precedence to the benefit of the Customer. This could, for example, result in liability of MBK, which extends beyond the liability set out in Section 12.
- 14.3. Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions herein will not be affected thereby.

### **15. Identity of the Service Provider and Data Controller; Contact Details**

- 15.1. The Digital Extras are provided by, and the data controller is, Mercedes-Benz Co., Ltd., which is located at 9th Fl. Seoul Square Building, 416 Hangang-daero, Jung-gu, Seoul 04637, Korea  
Phone: 080-001-1886  
E-mail: mbk\_dataprotection@mercedes-benz.com

- 15.2. Contact details for CAC:  
Digital Extras Department  
223, Buil-ro, Bucheon-si, Gyeonggi-do, Republic of Korea  
Phone number: 080-001-1886  
E-mail: me-connect.kor@cac.mercedes-benz.com  
Customer portal: [www.mercedes-benz.co.kr](http://www.mercedes-benz.co.kr)

## **16. Notice pursuant to § 36 of the Consumer Dispute Resolution Act (VSBG)**

The data services for some Digital Extras and functions are based on technical applications and data from Third-Party Providers. The (licence) terms of the Third-Party Provider can be found under:

<https://legal.here.com/terms/serviceterms/>

<https://legal.connectedrad.io/tandc/daimler>

<https://opendatacommons.org/licenses/odbl/1-0/> (OpenStreetMap-Datenbank)

## **17. Additional Terms for Connectivity Service**

- 17.1. MBK provides mobile data connection, mobile network and Internet access service (collectively, the “Connectivity Service”) in order to provide the Digital Extras in Korea free-of-charge by partnering with a mobile phone company; provided, however, that the Connectivity Service may not be available for certain components of this Digital Extras.
- 17.2. MBK (a) uses reasonable efforts to prevent the Digital Extras and the Connectivity Service from causing any damage to its Customers, (b) promptly responds to and handles reasonable opinions and complaints from its Customers, and (c) to the extent it is unable to promptly respond to or handle any such opinion or complaint, notifies its Customers of the grounds for such delay and the timeline on which it will respond and handle.
- 17.3. In case the provision of the Digital Extras or the Connectivity Service (a) is restricted due to reasons set forth in Section 4.12 or (b) causes damages to a Customer in the course of handling Customer opinions or complaints pursuant to Section 15.2, MBK agrees to indemnify the Customer against any damages arising therefrom in accordance with the Terms of Use and relevant laws, rules and regulations.

## **Addendum**

(Effective Date) These Terms and Conditions shall become effective from 26<sup>th</sup> September 2024.