

Terms of Use for Mercedes-Benz Digital Extras

Version 001.007.018.A.25-02

[PLEASE READ THESE TERMS AND CONDITIONS FOR USING MERCEDES-BENZ DIGITAL EXTRAS. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS. BY USING MERCEDES-BENZ DIGITAL EXTRAS, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, PLEASE DO NOT USE MERCEDES-BENZ DIGITAL EXTRAS. WE ALSO INVITE YOU TO CONSULT THE MERCEDES-BENZ CANADA PRIVACY POLICY, HERE:
<https://www.mercedes-benz.ca/en/legal-notice/privacy-policy>](#)

Mercedes-Benz Digital Extras and telematics Services involve the collection of personal information, including vehicle geolocation and driver behaviour information. We also invite you to consult the Connected Vehicle Privacy Policy which can be found here: <https://www.mercedes-benz.ca/en/legal-notice/connected-vehicle>

I. General Part

1. Scope of Application

The General Part of the Terms of Use for Mercedes-Benz Digital Extras included in this Article I below (the **"General Part"**), the Special Part of the Terms of Use presented in Article II that follows (the **"Special Part"**) and the Mercedes-Benz app Overview of Services (**"Overview of Services"**) which can be found on MB Canada's website at [The Mercedes-Benz app | Mercedes-Benz Canada](#), all of which have been issued by Mercedes-Benz Canada Inc. (**"MB Canada"**), (together referred to as **"Terms of Use"**) apply to the provision of Mercedes-Benz Digital Extras and telematics services as well as for the temporary activation of on-demand features and to the provision of other digital services (**"Services"**) by MB Canada and to the use of the Services by the Customer.

The Overview of Services is a key element of the Terms of Use. In the event of a contradiction between this General Part of the Terms of Use, the Special Part of the Terms of Use or the Overview of Services, the provisions in the Special Part, or the Overview of Services shall take precedence, with the exception of Clause 9.3 of the General Part of the Terms of Use.

2. Customer

- 2.1 **"Customer"** is the person who has met the conditions of Clause 4.1 herein and has agreed to be bound by these Terms of Use pursuant to Clause 3.1 herein. A **"Customer"** may 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 or her 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.

3. Effective Date of the Terms of Use, Right to Use the Services

- 3.1 Prior to using the Services, the Customer must register with MB Canada, create a Mercedes me ID, and accept these Terms of Use. The Terms of Use shall take effect between the Customer and MB Canada when the Customer receives a message confirming his or her acceptance of the Terms of Use, but no later than the date on which the Services are available for the Customer's use for the first time.
If the Customer is an entrepreneur (as defined in Clause 2.1), he or she must additionally enter into agreement for contract data processing agreement with MB Canada before the Terms of Use become effective.
- 3.2 MB Canada offers the Terms of Use in two official languages. 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 applies.
- 3.3 MB Canada reserves the right to make amendments and supplements to the Terms of Use. Such amendments and supplements of the Terms of Use may arise from new technical developments, further development or changes to the Services and packages specified in the contract, from the addition of new Services. New Services will only become active when the Customer activates them in the User Account. In addition, MB Canada may make amendments for other reasons, including but not limited to, new technical developments or changes in applicable law.

For the latest version of the Terms of Use, please see: <https://www.mercedes-benz.ca/en/legal-notice/connected-vehicle>

Any other amendments and additions to the Terms of Use will be communicated to the Customer in written form at least thirty days before the date on which the amendment or addition is to enter into effect (calculated from the date of receipt of the notification by the Customer). The Customer will be deemed to have accepted these changes if the Customer does not terminate the Terms of Use within thirty days from receipt of the notification. MB Canada will inform the Customer separately of this legal consequence in its notification.

4. Scope of Services

- 4.1 The Services are intended for use by consumers or entrepreneurs (as defined in Clause 2.1) who are the registered owner of the vehicle with which the Services are to be used, or are authorized by the registered owner to use the vehicle and the Services (e.g. an employee using a company car, a vehicle lessee). Furthermore, (a) consumers must have their permanent place of residence (i.e. registration address) within the geographical boundaries of Canada; and (b) business customers must be domiciled within the geographical boundaries of Canada. The place of residence and place of business establishment will hereinafter be referred to as the "**residence**".

As Mercedes-Benz AG ("**MBAG**") is the original developer of Mercedes-Benz Digital Extras and makes Services available to MB Canada, the scope of Services offered by MBAG and the availability of particular services and functions to particular markets and countries may vary. Where applicable, developments will be made available to MB Canada and its respective customers.

When the Terms of Use come into effect, the Customer will be entitled to use certain Services free of charge ("**Complimentary Services**"). Details regarding Complimentary Services can be found in the Overview of Services and on the Complimentary Services section on the personal profile ("**Personal Profile**") referred to in Clause 13.3 herein.

Any terms and conditions of the Customer which deviate from these Terms of Use shall not apply unless MB Canada expressly agrees to their validity in writing.

Important: The Services are offered for purchase for as long as the Customer's vehicle's technology is supported; MB Canada reserves the right to change or discontinue Services at any time without incurring any future obligation. For information about available services, see the Overview of Services and the Special Services.

4.2. Fee-Based Services.

Certain optional Services or enhancements may be available for purchase by Customer, subject to vehicle equipment and any other requirements described in the Services description and in these Terms of Use, and upon the payment of the required fee (collectively, the "**Fee-Based Services**"). The purchase of Fee-Based Services is subject to the terms and conditions herein. By purchasing a Fee-Based Service, you agree to pay the charges in advance as shown at the time of purchase, plus applicable taxes or levies. Once purchased, all Fee-Based Services will continue for the specified term, unless cancelled earlier in accordance with these Terms of Use.

a. Requirements.

Purchases must be made through the Mercedes-Benz Store at <https://shop.mercedes-benz.com/en-ca/connect/> (the "**Store**").

To use the Fee-Based Services for the applicable Subscription Term (as defined in Section 4.2.d. and 4.2.e.), you must:

- i) maintain a valid User Account that contains an email address or a mobile phone number;
- ii) download the App;
- iii) pair the User Account to one or more Mercedes-Benz vehicles that were purchased in Canada;
- iv) have accepted the Terms of Use, our Privacy Policy, and the terms of use applicable to payment processing; <https://www.mercedes-benz.ca/en/legal-notice/connected-vehicle>; and
- v) pay for all Fee-Based Services, in advance, using a valid payment method specified in the Store, as may be amended from time to time. You may be required to save a credit card to your User Account.

Certain Fee-Based Services may require that you: purchase additional equipment at your cost (e.g. external hard-drive), obtain third-party subscriptions (e.g. a streaming service), complete in-vehicle activation, or have the vehicle within cellular service range; please review individual product descriptions and technical

requirements within the Store for detailed information. You are responsible for ensuring that you are able to satisfy all requirements and understand all limitations before proceeding with a purchase.

Persons who use your vehicle can make use of the Fee-Based Services accessible via the vehicle.

b. Products, Purchases.

You must be logged in to your User Account to see the exact Fee-Based Services available for purchase for each vehicle, which may vary depending upon installed equipment. Not all Fee-Based Services will be available for every vehicle. Fee-Based Services are displayed for individual product purchase or as bundled products, exclusive of applicable taxes, levies or duties. Sales tax will be calculated and charged as required by law, using the province of residence you specify.

We will, no later than fifteen (15) days following the date of the purchase, send a confirmation to you via email or in the "My messages" User Account inbox, or by activating the selected Fee-Based Services in the vehicle selected by you. Your order history is stored within the Store and User Account.

Should you pay by credit card, certain information may be shared with our payment processor as described in <https://shop.mercedes-benz.com/en-ca/connect/service/payment>.

- c. Fee-Based Services.** By purchasing a Fee-Based Service, you agree to pay the charges in advance, as shown at the time of purchase, plus applicable taxes, levies or duties. Once purchased, all Fee-Based Services will continue until the end of the Subscription Term, unless cancelled earlier in accordance with the Terms of Use or the Fee-Based Terms of Use. Fee-Based Services are offered by way of Permanent Enhancements or Subscriptions.

d. Permanent Enhancements

Certain Fee-Based Services may be available for purchase as permanent enhancements to vehicle function, e.g. Acceleration Increase for electric vehicles, upon making a one-time payment of the required fee (each, a "**Permanent Enhancement**"). Such purchases are entirely non-refundable, and the Fees will be charged to you once at the point of activation of the Service. Customer should advise that any subsequent owner of any Permanent Enhancement(s) is for the life of the Vehicle.

e. Subscription Terms, Charges.

Other Fee-Based Services available to you are for the following terms:

- i) by annual pre-paid subscription valid for one (1) calendar year from the date of purchase (an "**Annual Subscription**"); or
- ii) ii) by way of monthly pre-paid subscription valid for thirty (30) days from the date of purchase (a "**Monthly Subscription**") (the duration of the respective Annual Subscription or Monthly Subscriptions being the "**Subscription Term**"). Annual Subscription and Monthly Subscription are collectively, a "**Subscription**".

Customer may also be eligible to obtain a one-month **free trial of certain Fee-Based Services** or on-demand features provided that the Customer has not previously purchased such Fee-Based Service or on-demand feature. Additional terms and conditions may apply, as specified in the applicable free-trial offer(s).

f. Renewals; Automatic Renewals.

Annual Subscriptions require you to re-subscribe on or before the end of the Subscription Term for uninterrupted service. Monthly Subscriptions automatically renew for a further thirty (30) days at the end of Subscription Term, unless the Monthly Subscription is cancelled in accordance with Section 4.2.d.

If you purchase a Monthly Subscription for the Fee-Based Services, you understand and agree that your payment method will be automatically charged for the then-applicable cost for a Monthly Subscription at the end of the Monthly Subscription Term unless you contact us at least seven (7) days prior to the renewal date and complete the steps described in Section 4.2.d.

g. Limitations

When our Terms of Use change, you must accept the then-current Terms of Use before you will be able to access any Fee-Based Services.

SHOULD YOU FAIL TO ACCEPT THE TERMS OF USE, YOUR ACCESS TO FEE-BASED SERVICES WILL BE TERMINATED UNTIL SUCH TIME AS ACCEPTANCE OF THE TERMS OF USE IS COMPLETED.

FOR MONTHLY SUBSCRIPTIONS, YOU WILL CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS UNTIL YOU COMPLETE THE CANCELLATION PROCESS DESCRIBED IN SECTION 4.2.e.

Fee-Based Services sold within a package cannot be individually terminated or removed. No adjustments to fees will be made for any Fee-Based Services that are not available due to a vehicle's equipment.

h. Cancellations, Refunds.

Subject to any rights you may have in accordance with applicable law, you have the right to withdraw from a Subscription within thirty (30) days from the first day your Subscription commences. This cancellation right does not apply to any renewal of a Subscription. You may cancel by notifying us of your decision by letter, email or phone:

Mercedes-Benz Canada Inc.

c/o Mercedes-Benz Customer Assistance Centre Canada (CAC)

2680 Matheson Blvd. East, Suite 400, Mississauga, ON L4W 0A5.

Phone: 1-800-387-0100 (Option 4)

Email: me-connect.can@cac.mercedes-benz.com

If you cancel a Subscription as described herein, we will reimburse for all payments received from you, including any costs for delivery, without undue delay and not later than fourteen (14) days from the day on which we are informed about your decision to cancel your Subscription. Refunds shall be provided to the original form of payment or such other payment method as we determine in our sole discretion.

Except as required by law, if we terminate a Subscription for breach of the Terms of Use or Fee-Based Terms of Use, or you cancel a Subscription more than thirty (30) days after the day your Subscription commences, no refund will be provided for any Fee-Based Services. You will continue to receive and have access to the Fee-Based Services that you subscribed to until the end of the applicable Term. Where a refund is required by law, it shall be pro-rated over the Term.

i. Modifications.

Modifications may result from, but are not limited to: (i) where there are new technical developments; (ii) a functional expansion or addition of new Fee-Based Services; (iii) changes to the components of the Fee-Based Services, including the discontinuance, substitution or availability of certain components of the Fee-Based Services; (iv) an increased number of users of the Fee-Based Services; or (v) new legal requirements or standards require changes to the Fee-Based Services.

We reserve the right to deactivate the Fee-Based Services at our discretion, for reasons including but not limited to data security or when the underlying technology is no longer supported.

You acknowledge and agree that we may make modifications at any time by providing notice of or otherwise posting the amended Terms of Use via the User Gateway, as required by applicable law. You may cancel the Fee-Based Services if you do not agree with the modification by notifying us of this intention within thirty (30) days after the modification comes into effect. Unless such notice is received by us, your continued use of the Fee-Based Services following any modifications to the Fee-Based Services will constitute your acceptance of such modification (to the maximum extent permitted by law). Further, you acknowledge and agree that if a modification results in a decrease in the price of the Fee-Based Services, such a decrease will not take effect until the current Term expires, unless prohibited by applicable law. If a modification results in a material decrease in the Fee-Based Services available to you (as determined by us in our sole discretion), you may be entitled to a prorated refund for the portion of the Fee-Based Services that are no longer available. The value of such refund to be determined by us in our sole and absolute discretion.

j. Limitation of Liability

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, MAY NOT ALLOW FOR THE EXCLUSION OR THE LIMITATION OF CERTAIN TYPES OF DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW LIMITATIONS MIGHT NOT APPLY TO YOU.

In addition to any other limitations, in no event shall we or our parent company, or any of our affiliates be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs, or other data) that are related to the use of, or the inability to use, the content, materials and functions of the Fee-Based Services or on-demand feature, even if we are expressly advised of the possibility of such damages. To the extent the foregoing limitation of liability is, in whole or in part, held to be inapplicable or unenforceable for any reason, then our aggregate liability or our parent company or any of our affiliates, for any reason and upon any cause of action (including, without limitation, negligence, strict liability, and other actions in contract or tort) arising out of or in any way related to the Fee-Based Services or these Terms of Use, shall be limited to the fees paid to us by you during the twelve (12) months' immediately prior to the occurrence of the event giving rise to the claim.

You agree to indemnify and hold us, our parent company and our affiliates (collectively, the "**Indemnitees**") harmless, and to defend the Indemnitees from and against any claim, demand, cause of action, debt, loss or liability, including reasonable legal fees, to the extent that such action is based upon, arises out of, or relates to: (i) your use of (or inability to use) the Fee-Based Services or on-demand feature; (ii) your violation of these Terms of Use; (iii) the infringement by you, or any other person using your account, or any right of any person or entity; or (iv) any other activities you accomplish using the Fee-Based Services or on-demand features. This indemnity shall be in addition to and not limited by any other indemnity.

- 4.3 Subject to Clause 4.10 herein, the Services offered by MB Canada are generally available in Canada, however full service availability as defined in the current Special Part and Overview of Services is only guaranteed in Canada for Canadian customers. If certain Services are geographically limited or not available during certain times, this is identified in the Service Descriptions. 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 Services 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 that provide or host third-party content, products or services relating to the Services, such as streaming service providers (collectively, "**Third-Party Providers**").
- 4.4 MB Canada makes available to the Customer for the Services a Personal Profile and other User Gateways on which the Customer may set up a user account by which he or she can manage the Services online ("**User Account**"). The scope of the individual Services, conditions of use, availability and, where applicable, further information are set out in the respective Service Description in the Personal Profile. The availability and scope of Services may vary depending on the vehicle type and equipment. The Provider (as the term is defined in section 4.11) reserves the right to further develop the Services at any time and to add, change or remove individual functions. Any modification shall only be made if there is a valid reason and the Customer does not incur any additional costs. The following circumstances may lead to a modification of the services: modification to a new technical environment, modification to an increased number of users, modification due to important operational reasons, further development of the services, modification due to new legal requirements and rulings of the courts or other equivalent reasons. The Provider shall inform the Customer about upcoming changes and the possible legal consequences. The Provider also reserves the right to deactivate the services at its discretion, for reasons including but not limited to data security or when technology is no longer supported.
- 4.5 A Customer is free to connect and manage several vehicles (up to a maximum of 20 for Customers who are a consumer and an unlimited number of vehicles where the Customer is an entrepreneur) that may use the Services using their User Account and may also disconnect the vehicles from the Services at any time. Business customers can also create additional vehicles if they are authorised and activated accordingly by a service partner. Services are specific to the vehicle for which they are offered and cannot be transferred to other vehicles; Fee-Based Services must be purchased separately for each vehicle. Clauses 5.2 and 5.3 herein apply to the connection and disconnection of vehicles.
- 4.6 Services that require a linked vehicle (see section 5.2) apply exclusively to the respective vehicle (e.g. charging services, streaming services, "**convenience data volume**" service) and are not transferable to other vehicles. Furthermore, all Services may only be used for the purpose specified in the Service Description.
- 4.7 The Customer may operate and use the Services *via* the User Gateways described in the paragraphs below (collectively "**User Gateways**"). The scope of Services available *via* the relevant User Gateway is set forth in the Overview of Services. Prior to using the Services *via* the relevant User Gateway, the Customer must create a User Account, unless the Terms of Use provide otherwise.
- The Customer may operate and use a number of Services *via* the infotainment system in the vehicle. The Customer may also operate and use certain Services *via* the Personal Profile. Some Services can be operated and used only *via* the Personal Profile.

Furthermore, the Customer has the option of operating and using certain Services in certain Target Countries *via* a Mercedes-Benz software application installed on a compatible end-user device (“**App**”).

However, individual Services may be limited when used *via* the App. Additional Services may be available to the Customer that can be operated and used only *via* the App. The Customer may obtain more information, for example regarding the Target Countries for the App and how to acquire it, on the Personal Profile or from authorised dealers that distribute the Services (both “**Service Partners**”).

We reserve the right to make changes to the User Gateway insofar as the change is reasonable for the Customer.

- 4.8 The Customer may delete the App at any time. Once the App is deleted, the Customer will no longer have any access to the Services *via* the App. In addition, changes made to the compatible end-user device (e.g., update of the operating system, jailbreaking the end-user device) could render the App unusable.

Important: Unless otherwise prohibited by applicable law, any obligations to MB Canada to pay the fees for the Fee-Based Services shall survive indefinitely and will be unaffected by a deletion of the App or by changes to the compatible end-user device which render the App no longer useable.

- 4.9 The Customer will have the opportunity to activate or deactivate individual Services. If a Service has been activated, the Customer can use that Service. If a Service is deactivated, then that Service will not be available to the Customer during the period that Service is deactivated. New Services will only become active when they are activated by the Customer.

Important: Unless otherwise prohibited by applicable law, any obligations to MB Canada to pay the fees for the Fee-Based Services or contractual agreements with Third-Party Providers shall survive indefinitely and will be unaffected by a deactivation of the Services.

- 4.10 Termination of Services, User Account, or Co-User Account.

MB Canada shall be entitled to deactivate or limit the Services, or to terminate a User Account or Co-User Account, in MB Canada’s sole discretion, for any of the following reasons:

- (i) If the Customer fails to pay any necessary fees, revokes the purchase of any Fee-Based Service, or otherwise violates the terms under which a Service is provided;
- (ii) if Customer or any Co-User uses the Services in a way that could reasonably be considered, without limitation, to be offensive, abusive, stalking, threatening, demeaning, unlawful, false, misleading, promotes, advocates or otherwise encourages illegal activities including activities that would constitute a criminal offense or give rise to civil liability, or otherwise violate the legal rights of others; and
- (iii) for security or safety reasons (e.g., data security, security problems at Content Providers/Third Party Providers).

Except as required by law, should a deactivation, limitation or termination of any Fee-Based Services occur pursuant to subsections (i) or (ii) above, Customer shall not be entitled to a refund of any amounts paid. Where a refund is required by law, or where a deactivation, limitation or termination occurs pursuant to (iii) above, it shall be pro-rated.

- 4.11 While MB Canada makes reasonable efforts to ensure the Services are available and accurate, the provision and use of the Services may be subject to certain limitations, service interruptions and inaccuracies beyond the control of MB Canada. In individual cases there may be discrepancies between the vehicle operating data displayed in the vehicle (e.g. in the infotainment system) and that in the Customer’s respective User Gateway. This applies, for example to the availability of the mobile data connection provided by telecommunications companies, the mobile network, the number of users on the mobile network, the global navigation satellite system (GPS) geolocation services and internet access. As a result, the Services are geographically limited to the transmission and reception areas of the transmission stations operated by the relevant telecommunications companies. The unavailability of the mobile network can in some cases mean that individual Services are unavailable because the necessary data transfer cannot take place. The Services may also be adversely impacted by atmospheric conditions and topographical features or obstacles (e.g., bridges, tunnels, buildings). The same applies to geolocation based on global navigation satellite systems. Other disruptions, such as network overload, may hamper use of the internet. Moreover, sudden capacity bottlenecks may arise from spikes in the use of the Services, the mobile and landline networks or the internet. The mobile communications connection between the vehicle and the service provider and/or cloud provider (“**Backend**”) may be disrupted for similar reasons, with similar effects.

Disruptions may also be caused by force majeure events, 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 MB Canada systems or on those of upstream or downstream service providers (“**Third Party Service Provider**”), Third Party Content Providers (“**Third Party Content Provider**”) or network operators which are necessary in order to ensure that the Services are properly provided or updated.

The use of the Services *via* the App may also be subject to limitations and inaccuracies because of the unavailability of, disruptions to or faults in the App, or the compatible end-user device (e.g., for reasons of

force majeure or technical and other measures such as maintenance, software updates, enhancements to the App).

- 4.12 While the vehicle is in the workshop receiving maintenance or repair services, the Services may be temporarily unavailable or only available to a limited extent. This is to prevent disruption or interference with the maintenance and repair work, as well as avoid the generation of data that could result in erroneous status and diagnostic reports. If this occurs, the Customer may receive erroneous offers for maintenance services or an erroneous request to arrange an appointment from the Service Partner due to the mistaken identification of a need for repairs. Following the workshop visit, it may be necessary for the Customer to activate the Services again.
- 4.13 The Services require a fully functioning power supply within the vehicle from the vehicle battery. If the Services are used excessively and the vehicle's battery is not intermittently charged by running the engine, or connecting the battery to a power supply (in the case of electric vehicles), then this may result in the battery becoming depleted and the Services being affected. If the vehicle is left standing for a considerable period, then the communication module in the vehicle might switch itself off, thus cancelling the mobile data connection to the vehicle until the vehicle is next operated manually.
- 4.14 **Important: The display in the instrument cluster of the vehicle takes precedence over all other information channels, for example, the display via the Customer's User Gateways. The information displayed in the infotainment system or in the App is not definitive and may in full or in part be incomplete or incorrect, not up to date, or unavailable; any information displayed may be current only as of the time it is queried. More extensive instructions or discrepancies arise from the Special Part of the Terms of Use. MB Canada, its respective affiliates, distributors, dealers, dealer associations, together with their respective employees, agents, directors, officers and shareholders (collectively, "MB Parties") assume no responsibility regarding whether the information is complete, accurate, current or otherwise available to the Customer.**
- 4.15 Once the Terms of Use come into effect and the vehicle is connected, a mobile data connection is used to download and automatically install software updates for the browser and vehicle components (e.g. infotainment system or Communication Module) without the need to visit a workshop ("Software Update"). The Software Updates can be initiated from the vehicle or from the Backend and can improve and enhance functions of the vehicle and the Services and may make available or facilitate new functions of the vehicle and the Services, or modify or remove functions of the vehicle and the Services. The Software Updates cannot be deactivated by the Customer. The period of time between the individual Software Updates can vary and will be at the sole discretion of MBAG. There is no right to demand Software Updates beyond what is required to fulfil the contract, or security updates, provided any such Software Update is available. The Software Updates are subject to the availability and limitations of the mobile network and of the equipment in the vehicle. That means that the time it takes to download and install any software will be different from vehicle to vehicle and can take anywhere from a few minutes to several hours. The status will be stored in the Backend and shown to the Customer via such Customer's User Gateways. In some circumstances, the Software Updates may be required for the unimpeded performance and operation of the Services. The Customer is not entitled to obtain the Software Updates by other means (e.g., through the Service Partners). During service visits to Mercedes-Benz Service partners entrusted with providing maintenance and repair services for Mercedes-Benz vehicles additional measures may be performed as an alternative or in addition to the Software Updates. While the Software Updates are downloading and installing, the functionality of the vehicle or individual components (e.g., the infotainment system or Communication Module) may be restricted for a certain period of time. In the unlikely event that a fatal technical error occurs during the installation of the Software Update, the functionality may continue to be restricted and a workshop repair may be needed.
- 4.16 Intentionally deleted
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- 4.18 For certain Services (e.g. Internet radio, filling station prices, Live Traffic, Car-to-X Communication) the information generated by Third Party Content Providers may be, either in whole or in part, incomplete, incorrect, not current or not available. The information is also generated in the individual Target Countries by various Third Party Content Providers and as a result, the information may be of different quality in different Target Countries. The MB Parties assume 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, nor do the MB Parties assume any liability for the Customer's use of the Services. The Customer is independently responsible for Customer's use of the information and any 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 the Customer's particular purposes.
- 4.19 The MB Parties assume no obligation or liability with respect to the accuracy of the vehicle operating data displayed in either the vehicle or the User Gateway. The MB Parties assume no obligation or liability for any

matters relating to a disruption in service resulting from (i) a disruption in mobile data connections provided by mobile phone companies, any mobile networks, global navigation satellite system GPS location services, or internet access; (ii) a depletion in vehicle battery or shut-down of the Communication Module; (iii) or any force majeure event or other technical issue outside of the MB Parties' direct control, including any issue related to services provided by any third party. The disclaimers in this section are in addition to any disclaimers for specific Services or features as set forth in the "Other Notices" section of these Terms of Use.

5. Requirements for Use

- 5.1 The Services are available in vehicles from Mercedes-Benz series that are fitted with an integrated Communication Module. Some Services require additional and/or optional equipment in the vehicle. Additional information and details of other requirements for use are set forth in the respective Service Description.

For certain functions and Services, the vehicle requires a mobile data connection between the vehicle and the Backend as well as the compatible end-user device of the Customer. In addition, the vehicle must have an infotainment system. Additional conditions for use or exceptions are described in the Special Part of the Terms of Use.

- 5.2 In order to be able to use the Services for a vehicle, the vehicle must be connected to a valid User Account. The vehicle can be connected at Service Partners or, for certain Services, online via the User Account. The Customer may obtain more information on the Personal Profile or from Service Partners.

Services in the vehicle cannot be activated and used until the vehicle is connected. Once connected, each vehicle can only have one Customer registered as the main user; however, in the case of business customers it is possible to set up several main users per vehicle. Additional users may be added, but must be registered as "**Co-Users**" within the meaning of Clause 10.1 herein.

- 5.3 The vehicle is disconnected when the Customer either removes the vehicle from the User Account or requests the disconnection from a Service Partner or the Mercedes-Benz Customer Assistance Centre identified in Clause 14.2 herein.

The disconnection will deactivate the Services in the relevant vehicle for the Customer. Deactivation of the Services does not deactivate the SIM card in the vehicle.

Important: Unless otherwise prohibited by applicable law, any obligation of the Customer to pay the fees to MB Canada for the Fee-Based Services shall survive indefinitely and remain unaffected by the disconnection.

For security reasons, an identity check is required for the use of some Services. This can be done with an identification document on site at a Service Partner or online via the App. The Customer will be informed of the necessity of the identity check when activating all Services or the corresponding Service. The Service can only be used by the Customer after a positive identity check. The Provider reserves the right to repeat the identity check at a later date.

- 5.4 **Biometric Data.** Where you choose to enable certain features that use biometric information for additional security purposes such as fingerprint, voice or facial recognition, (collectively, "**Biometric Data**") you are consenting to i) use your Biometric Data for the purpose of confirming your identity and right to access certain Services for the purpose of preventing unauthorized access to the Services, and ii) to the storage of your Biometric Data by the vehicle. You may delete your Biometric Data at any time within the vehicle's user profile settings.

- 5.5 For the use of the Services, which utilize services of Third-Party Providers, the Customer shall enter a separate agreement with the respective Third-Party Provider under the terms and conditions of the respective Third-Party Provider. The Customer may be required to set up a personal user account ("**Third-Party Provider Account**"). Furthermore, for certain services, the Customer may be required to enter an additional agreement with a mobile communications provider independent from the Provider. MB Canada and the Provider assumes no liability for the services of the Third-Party Providers and mobile communications provider.

- 5.6 Continued use of the Services via the App also requires regular updates of the App when such updates are available.

- 5.7 The data for some Fee-Based Services and functions for Mercedes-Benz connect and smart control are based on technical applications and data from Third-Party Provider(s). The (license) terms of the Third-Party Provider(s) can be found at:

<https://legal.here.com/ca-en/terms/here-end-user-terms>

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

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

https://maps.google.com/help/terms_maps.html (Google Maps)

<https://www.google.com/policies/privacy/> (Google Maps).

- 5.8 For Customers having a vehicle with optional equipment for highly automated driving functions ("**System**"), Services must be activated and available in order to use the System. Despite activation of these Services, it is possible that the System will not be available or will only be available to a limited extent. The availability and activation of the System depend on additional System requirements and System limitations and are subject to functional, spatial, regional and temporal limitations. The availability of the System may also depend, 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 limited for security reasons. The availability of the System also depends on the currently valid laws of the country in which the vehicle is 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 Services

- 6.1 The payment function enables the Customer to pay certain Services after entering into a payment contract.
- 6.2 When using the payment function, the respective Third-Party Provider or its sales partner becomes the contracting party ("**Seller**") of the Customer; MB Canada 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 With respect to payment, MB Canada acts only as a technical service provider and shall only provide the technical platform for the payment; MB Canada may also 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 amount from the payment account of the Customer to the Seller is carried out exclusively by payment service providers commissioned by the respective seller (e.g. payment service provider or acquirer) (hereinafter referred to as "**Payment Processor**"). During a payment transaction, MB Canada does not gain possession of the funds to be transferred at any time.
- 6.4 The prices listed by the respective Seller are those in effect at the time the parties agree to payment and become due immediately upon the agreement being fulfilled. Once the transaction is concluded, the price paid will be displayed in the corresponding User Gateway, if applicable. The Customer must promptly notify MB Canada of any discrepancies between the price displayed in the respective User Gateway and the information of the Seller (e.g. by email to: mercedes_me_connect@cac.mercedes-benz.com).
- 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, the Provider will forward the information required for the payment of the price to one or more Payment Processors and/or the Seller. The Provider may also use other service providers for the transmission of the required information to one or more payment processors or a seller. The purchase price is debited exclusively by a Payment Processor from the means of payment posted in the User Account and is then transferred to an account of the Seller. A completed payment of the price to the Seller will be displayed as such in the corresponding User Account; in addition, the Seller will be informed about the payment made. The Customer will receive the respective receipt of the Seller for the price paid via the notification option set in the User Account.
- 6.8 Any multiple payments for the same Service 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. MB Canada does not become a contracting party to the agreement to pay and is therefore not obliged to provide a warranty or to accept any other liability under such agreement.

7. Fees and Costs

- 7.1 The Complimentary Services are free of charge to the Customer, however fees apply to Fee-Based Services. In some cases, optional equipment in the vehicle is also necessary to use the Services and could result in a higher vehicle price. Details about the necessary optional equipment is available in the Service Description.

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

- 7.2 Any costs for the mobile data connection between the vehicle and the Backend will generally be borne by MB Canada.
- 7.3 Any costs for the mobile data connection that are incurred when the Customer is using his or her compatible end-user device or other media and telecommunications equipment to access the Personal Profile or the

Customer User Account outside the vehicle shall be borne by the Customer in accordance with the rates charged by the mobile service provider used by the Customer. These costs are based on the rates charged by the mobile service provider used by the Customer; higher fees may arise in other countries.

- 7.4 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 warrants that he or she is either the registered owner of the vehicle or that the vehicle's registered owner has permitted him/her to use the vehicle and thus also to use the Services in the vehicle.
- 8.2 The Customer warrants that his or her profile data, specifically name, address (and email address if the Customer has a User Account), phone number and date of birth, reported to the Service Partner or entered into the User Account, is correct. The Customer shall inform MB Canada of any changes to this data without undue delay. The same applies to all other data, which has been posted voluntarily. For Customers with a vehicle from 'Vehicle Type 3' category, a profile is automatically created with the vehicle link and protected with a PIN.

If the Customer's profile data is incorrect and communication with the Customer is therefore not possible, then MB Canada reserves the right to terminate the Services and shall not be liable to the Customer for any issue relating to or arising from such termination of the Services.

Important: Unless otherwise prohibited by applicable law, any obligations owed to MB Canada to pay the fees for the Fee-Based Services shall survive indefinitely and remain unaffected by the termination of the Services due to the inability to communicate with the Customer.

- 8.3 **The Customer shall without undue delay disconnect the vehicle from the Services in accordance with Clause 5.3 herein if the Customer no longer owns or is otherwise lawfully not entitled to use the vehicle (e.g., because it is sold or the authorisation to use a company car or leased car is cancelled) or if the vehicle is destroyed.**

If the Customer fails to fulfil their obligation to disconnect the vehicle and another person accesses the Services in accordance with Clause 5.2 herein, or if the registered owner of the vehicle notifies MB Canada that the Customer is no longer authorised to use the vehicle, then MB Canada may disconnect the vehicle in accordance with Clause 5.3 herein without further notice to the Customer and will then take reasonable steps to inform the Customer that the disconnection has taken place. The liability of the Customer under Clause 8.8 herein remains unaffected.

- 8.4 The Customer is responsible for maintaining the confidentiality of the password and account and other account or service codes issued or used, and is fully responsible for all activities that occur under the Customer's password or account. The Customer agrees not to use the account or password of another registered user without permission or to disclose the password to any unauthorised third party. In particular, the Customer shall not use the same combination of email address and password for accessing the User Account that the Customer uses for other online services. The Customer is also responsible for all activities and usage of any Co-User, as defined Clause 10.1 herein.
- 8.5 The Customer will be entitled to use the Services only if the Customer complies with the Terms of Use and applicable law.
- 8.6 If the Customer becomes aware or reasonably suspects that the Services have been used in violation of the Terms of Use, by the unauthorized use of a password or account or any other breach of security, or that an unauthorized third party has accessed or used the mobile network provided for the Services, or there has been unauthorized use of a password or account or other breach of security, then the Customer must inform MB Canada of this without undue delay via the User Account or by contacting the CAC using one of the methods described in Clause 14.2 herein.
- 8.7 The Customer will not: (i) modify, edit, decompile (including by means of reverse engineering), store or otherwise copy the software applications provided for the use of the Services; or (ii) remove, circumvent, disable, damage or otherwise interfere with security-related features of any the software applications provided for the use of the Services, or features that enforce limitations on use of the software applications provided for the use of the Services. The software applications provided for the use of the Services shall be used solely for the use of the Services as provided hereunder.
- 8.8 The Customer shall be liable to MB Canada, MBAG and their affiliated companies and their respective agents, representatives and Third Party Service Providers, and their employees for any loss or damage arising from Customer's or Co-User's breach of the obligations under the Terms of Use in accordance with the statutory provisions.
- 8.9 In the event that a Customer is liable in accordance with Clause 8.8 herein, the Customer shall indemnify, defend and hold harmless MB Canada, MBAG and their affiliated companies and their respective agents, representatives and Third Party Service Providers, and their employees for all claims, costs, damage and losses (including the costs of reasonable legal proceedings) arising from a third-party claim against MBAG or

MB Canada based on the Customer's use of the Services (even where such use is permitted), and the violation of applicable laws, third-party rights, or the Terms of Use.

- 8.10 The Customer is personally responsible for saving any data on the Customer's compatible end-user devices and MB Canada shall not be liable to Customer for any loss of data arising from or relating to the use of the Services.
- 8.11 If the Customer provides or allows the vehicle to be used by another vehicle user, the Customer shall (i) inform the other vehicle user about the Services and associated data collection, processing, storage and use of data prior to the start of the journey, and shall also inform them of the possibility to deactivate individual services; (ii) deregister or log-out from their own connected Third-Party Provider account or deactivate the Services where applicable, in order, for example, to prevent any misuse by the other vehicle user. Prior to the journey, the Customer must check whether the Services and function needed by the other vehicle user are activated; and (iii) inform the other vehicle user, where certain Services are active which may allow the Customer to monitor certain aspects of the other vehicle user's use of the vehicle, such as Geofencing or Speed Alert

9. Term and Termination

- 9.1 The term will continue until terminated as permitted under these Terms of Use.
The term of the Services is set forth in the respective Service Description or the agreement between the Customer and MB Canada.

Important: Notwithstanding the foregoing, MB Canada reserves the right to change or discontinue Mercedes-Benz Digital Extras at any time without incurring any future obligation. For example, technologies can and do change over time so current technologies used by Mercedes-Benz connect may become obsolete or be replaced by other, different technologies, including different cellular or wi-fi signals, which may render Mercedes-Benz Digital Extras inoperable with the Customer's vehicle. MB Canada will not be responsible for purchasing any hardware or software for the Customer's vehicle and/or cellular device, or updating them with new technologies that might in the future be required to restore operation of Mercedes-Benz Digital Extras with the Customer's vehicle.

- 9.2 MB Canada may terminate the Terms of Use or any individual Fee-Based Service at any time by giving thirty days' written notice, but no earlier than upon expiration of the last fully paid up Fee-Based Service purchased by the Customer. If the Customer has obtained only the Complimentary Services, MB Canada may terminate these Services at any time and will give notice of termination in text form (including by email, text message, and a message in the Mercedes-Benz mailbox.)

- 9.3 The Customer may terminate the Terms of Use or individual Services at any time. The Customer must give notice of such termination via the Customer's User Account, by deleting his or her User Account, or in written form to the CAC.

Important: Unless otherwise prohibited by applicable law, any obligations owed to MB Canada to pay the fees for the Fee-Based Services shall survive indefinitely and remain unaffected by the Customer's termination of the Master Agreement and individual Services, respectively.

Important: The deletion of the App in accordance with Clause 4.7 herein and the deactivation of Services in accordance with Clause 4.8 herein does not constitute termination. Instead, notice of termination must be given via the Customer's User Account or in written form to the CAC.

- 9.4 If the Customer, having previously resided in one of the Target Countries, changes their residence to a country which is not one of the Target Countries, the Services shall be automatically terminated and deactivated without notice.

If the Customer uses the Services via the App and, having previously resided in one of the Target Countries for the App, changes their residence to a country which is not one of the Target Countries for the App, the Customer may no longer use the Services via the App.

Important: Unless otherwise prohibited by applicable law, any obligations owed to MB Canada to pay the fees for Fee-Based Services shall survive indefinitely and remain unaffected by the change in the residence.

- 9.5 The right to terminate the Terms of Use or individual Services for cause remains unaffected. Cause includes a breach of these Terms of Use and misuse of the Services. MB Canada will give the notice of termination for cause in written form (including email, text and message in the Mercedes-Benz inbox), and the Customer shall do so via the Customer's User Account or in written form to the CAC.

Important: Any obligations owed to MB Canada to pay the fees for the Fee-Based Services shall survive indefinitely and remain unaffected by MB Canada's termination of the Terms of Use and individual Services, respectively, for cause.

- 9.6 In the event the Terms of Use or individual Services are terminated, the relevant Services will be deactivated in the impacted vehicles. However, the Customer's User Account will remain active until such time as it is deleted by the User.
- 9.7 MB Canada may at any time transfer or assign to a third party and/or to the local MB AG group company domiciled in the Target Countries its rights, duties or both under this agreement ("**Contract Transfer**"). MB Canada will provide to the Customer written notice (including email, text, and message in the Mercedes-Benz inbox) of such Contract Transfer one month prior to such Contract Transfer occurring. The Customer may immediately terminate this agreement at any time in the one month period following MB Canada having provided notice of the Contract Transfer. Notice of termination by the Customer must be given via the Customer's User Account or in written form (including email) to the CAC.

10. Other Users and Co-user Authorisation

- 10.1 In order to enable other persons to access Services, the Customer may authorise other persons as co-users ("**Co-Users**") in the Customer's User Account. To use the Services as Co-Users, these other persons must also create a User Account and confirm online that the Customer has authorised them.
To use the Services as a Co-User via the App, these persons must also purchase the App and install it on a compatible end-user device.
- 10.2 Co-Users can view, operate and use certain Services in the same way as the Customer (e.g., they can inquire as to the vehicle's status). However, only the Customer is able to obtain Services, terminate the Services, activate and deactivate the Services and connect and disconnect the vehicle. The scope of the Services available for the Co-User can vary.
When functions are being programmed, the command most recently received in the car is always the applicable command, regardless of whether it came from the Customer or the co-user. However, Co-Users cannot activate or deactivate the Services.
- 10.3 The Customer may revoke the authorization of a Co-User at any time via the User Account.

11. Liability

- 11.1 **DISCLAIMER.** THE SERVICES AND ALL THE INFORMATION ACCESSIBLE THROUGH SUCH SERVICES ARE PROVIDED FOR INFORMATION PURPOSES ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE MB PARTIES MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ACCURACY, CURRENCY, OR COMPLETENESS OF THE INFORMATION RESULTING FROM THE SERVICES OR THE OPERATION OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE MB PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THE MB PARTIES ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE CUSTOMER'S ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE MB PARTIES' SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.
CUSTOMER ACKNOWLEDGES THAT CUSTOMER BEARS THE SOLE RISK OF TRANSMITTING THROUGH THE SERVICES ANY CONTENT, INCLUDING INFORMATION WHICH IDENTIFIES CUSTOMER OR CUSTOMER'S LOCATION. MB CANADA'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE TERMS OF USE AND MB CANADA DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH THIRD PARTY SERVICE PROVIDERS UNDER THE TERMS OF USE.
- 11.2 THE MB PARTIES WILL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST INFORMATION/DATA) IN CONNECTION WITH THE SERVICES, EVEN IF THE MB PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS IN CONTRACT AND TORT (SUCH AS NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY). TO THE EXTENT THAT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH JURISDICTION.
The Customer acknowledges that the Customer will be fully liable for all damages resulting directly or indirectly from the use of the Services by or through Customer, including any Co-Users. All claims under

these Terms of Use must be brought by the Customer, and Customer hereby agrees to indemnify defend and hold the MB Parties harmless against any claims, demands or allegations initiated by any Co-Users.

Insofar as damage is or could be covered by an insurance policy taken out by the Customer, the MB Parties shall not be liable for any such damages suffered by the Customer and Customer waives any and all such claims and damages against the MB Parties and waives rights of subrogation, including on behalf of the insurance carrier.

- 11.3 These limitations of liability apply not only to the Customer, but to anyone using the Customer's vehicle (including passengers), to anyone attempting to make a claim on the Customer's behalf, and to any claims made by the Customer's family, employees, customers, or others arising out of or relating to the Services. The limitations of liability set forth in this section do not apply in the event of death or personal injury to the extent arising out of the MB Parties' negligence in the performance of their obligations hereunder, or from claims arising from the MB Parties' gross negligence or intentional misconduct.

12. Personal Information Protection and Data Security

- 12.1 MB Canada takes the protection of users' personal information seriously and takes care to protect the privacy of the users during the collection, use and disclosure of such personal information.

- 12.2 Further details concerning the data processing, privacy and data security are provided in the Connected Vehicle Privacy Notice for the Mercedes-Benz Digital Extras which is available here:

<https://www.mercedes-benz.ca/en/legal-notice/privacy-policy>

The Terms and Conditions incorporate the Connected Vehicle Privacy Notice for the Mercedes-Benz Digital Extras.

- 12.3 In the relationship between the business customer and MB Canada 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 Services in the exercise of his commercial or independent business activity and provides the vehicle for use by another vehicle user, the entrepreneur may be able to obtain access to personal data of the respective vehicle user via the Services. 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 (including as set out in Clause 8.11).

13. Final Provisions

- 13.1 Each party irrevocably consents and agrees that any legal action, suit or proceeding against either of them arising out of, relating to or in connection with this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought only in the Courts of the Province of Ontario, and hereby irrevocably accepts and submits to the exclusive jurisdiction of the aforesaid courts with respect to any such action, suit or proceeding.
- 13.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to its conflicts of law principles.
- 13.3 If any provision of the Terms of Use is deemed unlawful or unenforceable by a court of competent jurisdiction, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions.
- 13.4 These Terms of Use, and all other attachments and exhibits, set forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect to such subject matter.
- 13.5 No waiver of any breach or default under the Terms of Use shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on MB Canada, any waiver must be in writing.
- 13.6 Customer may not assign these Terms of Use, in whole or in part, without the prior written consent of MB Canada, and any assignment in violation of this Clause shall be null and void.
- 13.7 The terms and conditions contained in the Terms of Use that by their nature are intended to survive the termination of the Terms of Use shall survive the completion of performance and termination of the Terms of Use, including without limitation, Clauses 7-13, and the making of any and all payments pursuant to the Terms of Use.
- 13.8 The Terms of Use may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14. Contact Details

- 14.1 The Services are provided by:

Mercedes-Benz Canada Inc.

2680 Matheson Blvd. East
Suite 400
Mississauga, ON
L4W 0A5

14.2 Contact details for CAC:

Mercedes-Benz Canada Inc.
Customer Assistance Centre Canada (CAC)
2680 Matheson Blvd. East
Suite 400
Mississauga, ON
L4W 0A5
1-800-387-0100

Email Address	Phone No.*
cs.can@cac.mercedes-benz.com	1-800-387-0100

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

Personal Profile: <https://www.me.mercedes-benz.ca>

II. **Special Part**

Other Notices for the Mercedes-Benz Digital Extras

1. Preamble

Mercedes-Benz Canada Inc. ("**MB Canada**") observes high standards of quality and product safety in its products. For this it has developed appropriate measures and security precautions for each of its offered Services, among other things. This however does not release the Customer from personal responsibility for safe vehicle operation and compliance with applicable laws, especially in the view of the fact that accident events in road traffic are frequently caused by excessive visual distractions from information, communication, and entertainment media and devices.

2. General Notices

- 2.1. Customers who choose to operate and use integrated information systems and communication devices in the vehicle can become distracted and may lose control of their vehicle. Therefore, the Customer uses these systems and devices at the Customer's own risk and discretion. If use of the Services impedes safe operation of the vehicle, or would otherwise violate traffic laws, the Customer should not use the Services. The MB Parties assume no obligations or liability relating to the Customer's use of the Services while operating the vehicle.
- 2.2. The Customer is at all times responsible for the Customer's own actions. Moreover, these Services do not relieve the Customer from any responsibility and accountability for ensuring the driving capability and road safety of the vehicle. MB Canada does not assume any liability for any failure of the Customer to undertake necessary maintenance and repair work.
- 2.3. The laws of the applicable jurisdiction must be observed by the Customer or authorized Co-User at all times. The Customer should be aware of any laws applicable to the use of cell phones, smart phones or other mobile electronic devices in the applicable jurisdiction. There is a risk of accident and injury for unsupervised children and animals in the vehicle.
- 2.4. To the extent possible, voice control actions and/or read-aloud functions should be used by Customer while operating the vehicle. That a Service or feature of a Service is available to Customer while Customer is operating the vehicle does not mean that use of such Service or Feature is recommended or authorized by MB Canada for use while operating the vehicle. False notifications, misinterpretations, transmission errors, etc. cannot be ruled out. Therefore, the use of voice assistance functions does not obviate the need to ascertain the actual conditions. In addition, please observe the individual (warning) messages.
- 2.5. MB Canada expressly refers to the operating instructions and all warnings provided with the Services, which must be observed by the Customer.
- 2.6. The MB Parties shall not be liable for any damages arising from false or incorrect messages, disturbances or loss of a connection to the server due to force majeure, technical conditions or other reasons beyond the reasonable control of MB Canada
- 2.7. Status queries in the vehicle through geofencing features may not be reliable despite the available standard of technology. Under certain circumstances, it may not be possible to transmit data in full or in part (e.g. in parking garage). As a result of this, it is possible that stored commands are not activated because a vehicle status is not received by the Backend correctly or in a timely manner. The Customer is responsible for use of status queries and reliance on any information provided thereby.
- 2.8. The Customer undertakes to inform any vehicle users of this activation of the Beginner Driver service before the start of vehicle use, including that the vehicle speed and acceleration are reduced when Beginner Driving mode is activated.

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

- 3.1. MB Canada does not have control over, and to the fullest extent permitted by applicable law, assumes no responsibility for, the content, privacy policies, or practices of any Third Party Service Provider.
- 3.2. MB Canada does not make any guarantees relating to the content, correctness, topicality, completeness and availability of any information made available through the Services from any Third Party Content Provider. Furthermore, the MB Parties do not assume any obligation to monitor, report on, update, complete, correct, or ensure the availability of any information nor do they assume any liability relating to the correctness, topicality, availability, or quality of the information. MB Canada has no influence on the operation or functionality of the corresponding technical applications of the Third Party Service Providers or Third Party Content Providers. The Third Party Service Providers or Third Party Content Providers may change or discontinue the functionality or individual functions of their services. Some of the functions of the Third Party Service Providers or Third Party Content Providers may not be available everywhere. Therefore, the Customer uses the information at Customer's own risk and discretion and is responsible for any use of the information and any decisions made on the basis of the information.

- 3.3. MB Canada does not guarantee the functionality of any commands made in connection with the Services. Such commands may not be properly executed or may be delayed.
- 3.4. The MB Parties assume no liability with respect to Customer accounts with Third Party Content Providers that may be linked to the Services by the Customer. These links are the sole responsibility of the Customer. Certain additional terms and conditions may apply with respect to use of the services or content provided by Third Party Content Providers, and Customer's use of such services is deemed to constitute its acceptance of any such additional terms and conditions.
- 3.5. In the event the Customer becomes aware of a suspected security issue, or suspects the loss or unauthorized disclosure of his or her access credentials by the Third Party Service Provider, the Customer must immediately terminate the permissions he or she has provided to the Third Party Service Provider via the Personal Profile.

4. Third Party Equipment

- 4.1. The Customer is responsible for any equipment not provided by MB Canada used in connection with the Services. The MB Parties shall not be liable for any damages arising from the Customer's use of third party equipment in connection with the Services.
- 4.2. MB Canada may, in its sole discretion, limit or deactivate a Service where it reasonably believes such restrictions are warranted (for instance, in the event there is a suspected security issue with the Third Party Service Provider, an incompatibility with the Third Party Service Provider, or a change of cost). MB Canada may, in its sole discretion and without notice to the Customer, change the selection of available Third Party Service Providers, the available data categories, and the available commands.
- 4.3. Data displayed with respect to charging progress and charging status may vary from the actual status and the information displayed could be, either in whole or in part, incomplete, incorrect or not current.
- 4.4. The Customer must ensure that devices and objects in the vehicle are stored and secured in a manner that would prevent injury of any vehicle passengers in the event of a sudden acceleration/deceleration or collision. The Customer is responsible for any devices or other objects in the vehicle. The MB Parties assume no liability for any damages that arise from the presence of a device or other object in the vehicle in connection with Customer's use of the Services.

5. Special Notices for Individual Services

The following applies to select specific Mercedes-Benz Digital Extras. Be aware that this is not an exhaustive list of all Mercedes-Benz Digital Extras. A more exhaustive list, with further details of the Services, can be viewed on MB Canada's website at the following link: [The Mercedes-Benz app | Mercedes-Benz Canada](#). Such Services may not be available to all Customers:

5.1. Live Traffic Information and Car-to-X Communication

Relevant traffic information or potentially hazardous situations may not be collected and reported through Live Traffic Information and Car-to-X-Communication. The information available through the Services is generated by other Customers or drivers and a Third Party Content Provider, and the information could be, either in whole or in part, incomplete, incorrect or not current. The MB Parties assume 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 Customer's use of the information and any 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 the Customer's purposes.

5.2. Remote Locking and Unlocking of Doors

The unattended remote opening of the vehicle may increase the risk of theft of the vehicle and of items located inside the vehicle. The MB Parties assume no obligations or liability for theft of any vehicle or other item under any circumstances. The Customer uses this Service at Customer's own risk and discretion. The MB Parties accept no liability for any damages or claims that arise from the Customer's actions of locking and unlocking the vehicle, and the Customer shall indemnify and hold MB Canada harmless from any third party claims arising from such actions.

5.3. Available Parking Spaces

The Service shows only available parking spaces, however the information provided may, at any time, be inaccurate, incomplete, or not up to date. The MB Parties assume no obligation to correct, complete, or

update any information provided. The Customer is responsible for the safe operation of the vehicle and for observing all local conditions (e.g. vehicle height in the parking garage, posted notices prohibiting parking). In addition, the Customer acknowledges and agrees that the MB Parties shall not be responsible or liable for any loss or damage whatsoever arising from any inability or unsuitability of parking or losses to vehicles or the contents of the same resulting from fire, theft, collision or any other cause arising from the Unoccupied Available Parking Spaces Service.

5.4. Remote Engine Start

Before the Customer activates the Remote Engine Start he or she should ensure - among other things - that the vehicle is not in a closed space without adequate ventilation, that the exhaust pipe is free of obstruction, that the vehicle cannot come in contact with flammable materials and that it does not show any significant damage. The Customer uses this Service at the Customer's own risk and discretion. The MB Parties assume no obligation or liability relating to the Customer's use of this Service.

5.5. ENERGIZING Coach

Heart rate is only displayed on the media display if it falls within a range of 30-140 bpm. Heart rate figures have no medical value and are provided for information only. No claim is made as to their accuracy.

5.6. Stolen Vehicle Location Assistance

This Service enables the Customer to support law enforcement agencies in their efforts to locate the Customer's stolen vehicle by providing certain data via the CAC or a certified downstream provider.

The MB Parties may require the Customer or third parties to provide additional information prior to providing the requested services. For example, the MB Parties may require the Customer to provide satisfactory identification information or law enforcement to confirm that a vehicle may have been stolen or involved in an unlawful act prior to providing the Stolen Vehicle Location Assistance Service. MB Canada reserves the right to suspend or modify such requirements where reasonable, as determined in MB Canada's sole discretion.

The MB Parties will use reasonable efforts to attempt to locate a Customer's vehicle, however, the MB Parties may cease attempting to locate the Customer's vehicle after having been unsuccessful in doing so for a reasonable period of time, as determined within the sole discretion of MB Canada.

The MB Parties assume no liability for the Customer's use of Stolen Vehicle Location Assistance Service when the Service becomes available, in particular in circumstances where the Customer elects to investigate his or her stolen vehicle without the assistance of law enforcement agencies. The Customer is independently responsible for Customer's use of the information and any decisions made on the basis of the information. The Customer uses this Service at the Customer's own risk and discretion. The MB Parties assume no obligation or liability relating to the Customer's or any third party's use of the data provided by this Service.

5.7. MB.CHARGE

This Service allows the Customer to charge his or her vehicle using the technical interface made available by selected third-party mobility service providers (e.g. Chargepoint) ("**Mobility Service Provider**"), having regard to the vehicle specification and within the scope of further Services. In order to use this Service, the Customer must first activate the "**Display Charging Stations**" Service. The Mobility Service Provider enables the Customer to authorize him or herself via third-party charging station providers ("**Charging Station Providers**") at the charging stations the Customer has selected via certain User Gateways and to charge his or her vehicle for a fee. The Customer must first register with the Mobility Service Provider via a link in the Customer's User Account and provide their payment data to enable payment.

MB.CHARGE requires that you register with and agree to the Terms of Use and Privacy Policy of the Mobility Service Provider. By registering for a Mobility Service Provider account, you agree that, to the extent permitted by applicable law, your sole remedy in connection with any charging issues, payment disputes or other issue relating to the MB.CHARGE service lies with the Mobility Service Provider and not MB Canada.

5.8. Digital Vehicle Key

To use Digital Key, you must first complete the activation process before following instructions to pair your digital vehicle key to your device or your device's wallet app. You may choose to share digital vehicle keys remotely with a limited number of users, who also have a compatible device and you may restrict the level of access those users have to your Vehicle. To activate Digital Vehicle Key and manage the digital vehicle keys, your device must have an active data plan with a wireless service provider. Accounts with wireless service providers are your responsibility, and not the responsibility of MB Canada. Depending on your data plan, you may incur charges from your wireless service provider for use of their network and/or for specific services, for example, making phone calls, sending or receiving text messages and/or emails or other services. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL COSTS INCURRED AS A RESULT OF THE USE OF THIS

FEATURE. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF DIGITAL VEHICLE KEY IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING OR OCCUPYING YOUR VEHICLE, THROUGH DIGITAL VEHICLE KEY SERVICES. You promise to suitably educate and inform all users and occupants of your Vehicle about the Digital Vehicle Key services, system features and limitations and these User Terms and you acknowledge that this is your obligation. We have no obligation to inquire about the authority of anyone using your Vehicle. If you, or another driver or passenger of your Vehicle uses Digital Vehicle Key services to commit a crime or for another improper purpose or if such other driver or occupant of your Vehicle disputes MB Canada's collection and use of information as permitted in this Agreement, you agree to indemnify, defend and hold MB Canada harmless from and against any and all costs, expenses (including legal fees), losses, damages, and other liabilities which arise from such improper use.