

General Terms and Conditions for Digital Extras

Mercedes-Benz UK Limited

A. Scope of Application, Identity of the Seller

These General Terms and Conditions for Digital Extras (hereinafter referred to as "GTC") of Mercedes-Benz UK Limited (Company Number: 02448457; VAT Number: GB 225 0270 08), registered office Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8BA (hereinafter referred to as the "Seller") apply to the purchase of the rights to use Digital Extras via the Mercedes me Store.

B. Mercedes me Store

1. The operator of the Online-Store is Mercedes-Benz UK Limited.
2. Ordering process
 - a. By placing an order for Digital Extras, the Customer submits a binding offer of contract to the Seller.
 - b. To place an order, the Customer must have logged-in to their Mercedes me user account and linked to their vehicle to the account.
 - c. The ordering process consists of the following steps:
 - In step one, the Customer selects the type and number of Digital Extras , together with the desired term of a particular Digital Extras, if applicable.
 - In step two, the Customer's personal data needed to process the order (including but not limited to, name, address, payment method) will be taken from their Mercedes me user account. The Customer can only make changes to their personal data in their Mercedes me user account.
 - In step three, the Customer selects a payment method and, if applicable, the delivery method.
 - In the final step, the Customer will be able to review their order and, if necessary, make any required changes using the buttons with the pencil symbol in the respective topic block. Before completing the ordering process by clicking the 'order' button, the Customer should review the Seller's general terms and conditions ("Seller's GTC") as well as view the Seller's other legal texts, such as the Seller's cancellation policy and data protection information.
 - d. After placing their order for Digital Extras, the Customer will receive an acceptance (order confirmation) immediately after receipt of the order. The Customer will receive the order confirmation via their chosen channel of communication, either directly to their email address or in the "My messages" inbox of their Mercedes me user account, along with a text message to their mobile phone number.
 - e. The order data will be stored by Mercedes-Benz UK Limited to process the order.
 - f. The Customer is also able to view their order history in the Mercedes me Store.
3. The prices shown in the Mercedes me Store are inclusive of statutory value added tax (VAT).

4. The available payment options are displayed at the start of the ordering process.

C. Formation of a contract when ordering Digital Extras; activation and enabling

1. By completing the ordering process in the Mercedes me Store, the Customer makes the Seller a legally binding offer to enter into a contract. The contract for the purchase of Digital Extras is concluded upon acceptance of the order by the Seller, which is confirmed to the Customer on receipt of the Seller's order confirmation. The legal texts applicable to the order (such as the general terms and conditions of the Seller, withdrawal policy, withdrawal form and, if applicable, other legal texts) can be found in the order confirmation in printable form, and can be printed from there in file format.
2. Immediately after completing the order process, the Seller will activate the Digital Extras. Permanent activation takes place for certain Digital Extras. To enable full use of the Digital Extras, further steps may be required by the Customer (e.g. connection of the vehicle to the vehicle back-end infrastructure after starting the engine).

D. Right of Withdrawal, Effects of Withdrawal for Consumers

1. Withdrawal Instructions

Withdrawal Information

Right of Withdrawal

The Customer has the right to withdraw from the contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the contract conclusion.

To exercise their withdrawal right, the Customer must notify the Seller via one of the following methods:

Post - Mercedes-Benz UK Limited, c/o Mercedes-Benz Customer Assistance Centre Maastricht N.V (CAC), P.O. Box 1456, 6201 BL Maastricht, The Netherlands;

Telephone - 00800 9 777 77 77;

Fax - +49 711 21768006; or

Email - mercedes_me_connect@cac.mercedes-benz.com.

of their decision to withdraw from the contract by way of an unambiguous statement (e.g. a letter sent by post or an email). For this purpose, the Customer may use the attached sample withdrawal form; but, this is not obligatory.

To meet the withdrawal deadline, it is sufficient for the Customer to send their notice concerning their exercise of the withdrawal right before the expiration of the 14 day withdrawal period.

Effects of Withdrawal

If the Customer withdraws the contract, the Seller shall reimburse to the Customer all payments received from the Customer, including the costs of delivery (with the exception of the supplementary costs resulting from their choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller).

The reimbursement payment shall be made:

- without undue delay and in any event not later than 14 days from the date on which the Seller is informed about the Customer's decision to withdraw from this contract; and
- The Seller will carry out such reimbursement using the same means of payment, which the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise.

In any event, the Customer will not incur any fees as a result of such reimbursement.

2. Sample Withdrawal Form

The right of withdrawal applies to **consumers** only.

Sample Withdrawal Form

(Please complete this form and return it to us if you wish to withdraw the contract):

- To Mercedes-Benz UK Limited
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale for the provision of the following digital extras:

[PLEASE INSERT DETAILS OF THE DIGITAL EXTRAS ORDERED]

- Ordered on [INSERT DATE ORDER WAS PLACED]
- Name of consumer(s)
- Address(es) of consumer(s)
- Consumer signature(s) (only for notification in writing)
- Date

(*) Delete as appropriate

E. Prices

The stated prices in the Mercedes me Store are the retail prices (including, the applicable statutory VAT) for the right to use the Digital Extras for a chosen vehicle with activation for the agreed term, or with once-only activation for an unspecified time. However, all price information shown on the Mercedes me Store webpages and in the Seller's order confirmation shall be understood revocable and nonbinding and could contain possible typos, printing errors or calculation errors.

F. Payment

1. The individual steps and options for payment are explained and described during the ordering process in the Mercedes me Store.
2. When ordering certain Digital Extras, the Customer can choose between a **one-time payment** or **monthly payment**. Payment is due in advance in each case.
3. When ordering a Digital Extra with monthly payment for the first time, the Customer will receive a free **trial month** for the Digital Extra in the selected vehicle and can use the Digital Extra for one month free of charge. For the avoidance of doubt, the free trial month will is only available to be claimed once per Customer vehicle.
4. Following the free trial month, the respective **billing period** for the monthly payment will begin on the day of the month corresponding to the day of the contract conclusion and ends on the day preceding the day of the contract conclusion in the following month. The next billing date of the monthly billing period for the respective Digital Extras can be viewed by the Customer in their user account.

G. Right of Use/Term, Conditions of Use, Termination

1. There are Digital Extras which the Customer can **activate** for a certain period, and Digital Extras that are **permanently enabled** without a fixed term. All Digital Extras are vehicle-specific and can only be activated or enabled for the chosen vehicle.
2. For the entire term of an activated Digital Extra, the Customer must have a Mercedes me user account and a vehicle linked to it, and must have given consent to the "Terms of use for Mercedes me connect and smart control Services" of Mercedes-Benz UK Limited in their current version. If the Customer deletes their Mercedes me user account, de-links their vehicle, objects to the "Terms of Use for Mercedes me connect and smart control Services" of Mercedes-Benz UK Limited in their current version (including for good cause) or relocates their residence outside the respective Mercedes me connect contractual area, this **shall not** release them from their obligation to pay for the use of Digital Extras. In this case, there will also be no (pro rata) refund of fees already paid. In order to cancel their monthly subscription payments, the Customer should ensure that they terminate the digital extras as per the process set out at clause G4 below.
3. For Digital Extras with a **limited term**, the right of use will terminate automatically at the end of the contractual term. An extension of use is possible by placing a new order via the Mercedes me Store. The Seller is entitled to alert the Customer about the forthcoming expiration of the term either by email or via a message to the "My messages" in-box of the Mercedes me user account, along with a text to their mobile phone number.
4. For Digital Extras with an **unlimited term**, the right of use ends upon contract termination. The Customer has the right to terminate a Digital Extra with an unlimited term at any time via their Mercedes me user account, up to 23:59 hours on the last day of the invoicing period. The Seller can terminate Digital Extras with an unlimited term by giving not less than fourteen days' notice prior to the end of the invoicing period. Confirmation of termination by the Seller will be notified using the communication channel specified by the Customer, by email or by message in the "My Messages" inbox of the Mercedes me user account, combined with an SMS message to the Customer's mobile phone number. In the event of termination, the Digital Extras in the vehicle concerned will be deactivated with immediate effect.
5. The right of termination for good cause remains unaffected for the Customer and the Seller. An example of a good cause for the Seller is if the Customer has failed to meet their payment obligation for a Digital Extra with an unlimited term and has failed to make payment of two monthly invoicing periods. Termination for good cause will be declared by the Seller in writing (including email or message to the "My Messages" inbox in the Mercedes me user account, combined with an SMS message to their mobile phone number), and by the Customer in writing (including email to the CAC). The sale or permanent transfer or surrender of the vehicle does not entitle the Customer to an extraordinary termination for good cause.
6. In the event that a Customer is unable to access their Mercedes me user account or are without access to their respective vehicle, termination by the Customer is only possible by email to the contact address provided, with seven days' notice prior to the end of the respective invoicing period. The same applies in the event that Mercedes-

Benz UK Limited suspends or withdraws the Digital Extras or terminates the "Terms of use for Mercedes me connect and smart control Services" for good cause. In this case too, there is no (pro rata) refund for the Customer.

7. In the case of Digital Extras which are **permanently activated**, the Customer is entitled to permanent use for an indefinite period over the lifetime of the vehicle after the vehicle purchase. For activation, the Customer must have linked their vehicle to their Mercedes me user account for the duration of the activation. To activate the Digital Extra, the vehicle must be started once and a connection to the vehicle back-end infrastructure of Mercedes-Benz AG must be established. The Customer can find further information in their Mercedes me user account. To verify whether the Digital Extra has been activated, the vehicle regularly establishes a connection to the vehicle back-end infrastructure of Mercedes-Benz AG and transmits the vehicle identification number in the process. In addition, this connection regularly transmits information about which Digital Extra is activated in the vehicle. The permanently activated Digital Extra can continue to be used after activation even if the vehicle is unlinked from the Mercedes me user account after activation.

H. Availability and Transfer of Digital Extras

1. If the Seller is unable to transfer the ordered Digital Extras to the Customer through no fault of his own because Mercedes-Benz AG has not transferred the Digital Extras to the Seller despite the existence of an associated contract, the Seller may cancel the contract with the Customer. If Digital Extras that have previously been paid for by the Customer cannot be transferred, the Seller will promptly notify the Customer via the communication channel specified by the Customer, by email or via a message to the "My messages" inbox of the Mercedes me user account, along with a text to their mobile phone number, and the Seller will endeavour to promptly reimburse the Customer for the payments already received. Any further statutory claims of the Customer remain unaffected by this.
2. Partial transfers of Digital Extras when two or more fee-based Digital Extras are ordered are permissible to the extent this would be deemed reasonable for the Customer.
3. In the event of force majeure and operational disruptions that occur at the Seller or Mercedes-Benz AG and temporarily prevent the Seller, through no fault of its own, from transferring the fee-based Digital Extras, the duty of performance no longer applies during the period of defective performance/default caused by such circumstances.
4. If similar disruptions should lead to a postponement of contractual performance for more than fourteen days after acceptance of the order, then the Customer may terminate the contract. Any further rights will not be affected thereby.

I. Complaints about Services

1. The Customer can address their questions and complaints to the following contact:

Mercedes-Benz
Customer Assistance Centre Maastricht N.V (CAC)
P.O. Box 1456,
6201 BL – Maastricht
The Netherlands

Contact Form Telephone number*

[Link to contact form](#) 00800 9 777 77 77

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

Note: As described in the Mercedes-Benz UK Limited "terms of use for Mercedes me connect and smart control Services" , restrictions, inaccuracies, impairments and malfunctions may occur with the Digital Extras. In addition, the Seller reserves the right to make changes to the Digital Extras from time to time which may mean that the Digital Extras will differ from the description at the time the agreement is concluded between the Customer and Mercedes-Benz UK Limited or as described in the Mercedes me Store.

2. The description of the Digital Extras in the Mercedes me Store or in the respective Mercedes-Benz UK Limited "terms of use for the Mercedes me connect and smart control Services" shall not deem to create a guarantee.
3. This section does not apply to claims for damages. Those claims will be governed by Part J Liability.

J. Liability

1. The Seller's responsibility for loss or damage suffered by the Customer if they are a **consumer**:
2. The Seller is responsible to the Customer for foreseeable loss and damage caused by it. If the Seller fails to comply with these terms, it is responsible for loss or damage the Customer suffers that is a foreseeable result of the Seller breaching this contract or the Seller failing to use reasonable care and skill, but the Seller is not responsible for any loss or damage that is not foreseeable.
3. The Seller does not exclude or limit in any way it's liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Seller's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Customer's legal rights in relation to the Services and for defective Services under the Consumer Protection Act 1987.
4. The Seller is not liable for business losses. If the Customer is a consumer the Seller only supplies the Services to him for domestic and private use. If the Customer is deemed to have obtained the Services for any commercial, business or re-sale

purpose, the Seller's responsibility for loss or damage suffered by the Customer will be as set out in Part K, sections 5 to 7.

5. Nothing in these terms shall limit or exclude the Seller's liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
6. All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
7. Subject to Part K, sections 5 and 6:
 - (a) the Seller shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between the Seller and the Customer; and
 - (b) the Seller's total liability to it for all other losses arising under or in connection with any contract between the parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by the Customer for Services under such contract.

K. Further Rights, Jurisdiction, Governing Law and Address for Service of Process

1. Any dispute or claim arising out of or in connection with a contract between the Seller and the Customer or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
2. The Seller may transfer its rights and obligations under these terms to another organisation.
3. The Customer will need the consent of the Seller to transfer its rights to someone else. The Customer may only transfer their rights or their obligations under these terms to another person if the Seller agree to this in writing.
4. Nobody else has any rights under this contract. This contract is between the Seller and the Customer. No other person shall have any rights to enforce any of its terms.
5. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

6. Even if the Seller delays in enforcing this contract, it can still enforce it later. If the Seller does not insist immediately that the Customer do anything they are required to do under these terms, or if the Seller delays in taking steps against the Customer in respect of breaking this contract, that will not mean that the Customer does not have to do those things and it will not prevent the Seller taking steps against the Customer at a later date.
7. If the Customer is a consumer and are unable to resolve their complaint using the Seller's customer complaints process they are advised to ask Motor Codes Limited to review the complaint. More information is available at www.motorcodes.co.uk. The Customer can make contact with Motor Codes Limited by writing to 71 Great Peter Street, London, SW1P 2BN or calling 0800 692 0825. Should Motor Codes Limited be unable to assist, the Customer is advised to contact their local trading standards office for further information regarding alternative dispute resolution.
8. Address for service of process purposes:

Mercedes-Benz UK Limited, Delaware Drive, Tongwell, Milton Keynes,
Buckinghamshire, MK15 8BA

Important: For purposes of the exercise of the right of withdrawal, the addresses listed in the information concerning the right of withdrawal shall apply. Please direct questions and complaints to the CAC hotline shown in Part I, section 1.