

## General Terms and Conditions for Digital Extras

### *[Mercedes-Benz South Africa]*

#### **A. Scope of Application, Identity of the Seller**

These General Terms and Conditions for Digital Extras (hereinafter referred to as "GTC") of Mercedes-Benz South Africa Limited ("MBSA"), 210 Aramist Ave, Waterkloof Glen, Pretoria, 0010, South Africa (hereinafter referred to as "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 MBSA.
2. Ordering process
  - a. By sending the order, the Customer submits a binding offer of contract to the respective Seller.
  - b. To place an order, the Customer must have logged-in to his/her Mercedes me user account and linked his/her vehicle to the account.
  - c. The ordering process consists of the following steps:
    - The Customer selects the type and number of products he/she wants as well as - if necessary - the desired term.
    - The Customer's personal data needed to process the order (e.g. name, address, payment method) are taken from the Mercedes me user account. The Customer makes changes to these data only in his/her Mercedes me user account.
    - In a further step, the Customer selects a payment method and, if applicable, the delivery method.
    - In the final step, the Customer may review all of the information again and, if necessary, correct it before completing the ordering process by clicking the order button. At this point, the Customer can take note of the Seller's general terms and conditions ("Seller's GTC") as well as view the Seller's other legal texts, such as their cancellation policy and data protection information.
  - d. Before submitting the order, the Customer has the opportunity to check all entries, including any input errors, and to correct them using the buttons with the pencil symbol in the respective topic block.
  - e. When ordering Digital Extras, the Customer receives an acceptance (order confirmation) immediately after receipt of the order.
  - f. The order data are stored by MBSA to process the order.
  - g. The Customer is also able to view his/her order history in the Mercedes me Store.
3. The prices shown include statutory VAT.
4. The available payment options are displayed at the start of the ordering process.

**C. Conclusion 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 Digital Extras is concluded upon acceptance by the Seller, which he confirms by sending the order confirmation. The legal texts applicable to the order (such as the general terms and conditions of the Seller, cancellation policy, cancellation form and, if applicable, other legal texts) can be seen in the order confirmation in printable form, and can be printed from there in file form. The Customer receives this order confirmation via his/her chosen channel of communication, either directly to his/her email address or in the “My messages” inbox of the Mercedes me user account, along with a text message to his/her mobile phone number.
  
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 Cancellation for Consumers

### 1. Cancellation information

#### **Cancellation Information Cancellation Right**

You have the right to withdraw from this contract within 14 days without giving any reason.

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

To exercise your cancellation right, you must notify us ([Mercedes-Benz South Africa Ltd], 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, Email [customerservice.southafrica@cac.MercedesBenz.com](mailto:customerservice.southafrica@cac.MercedesBenz.com)) of your decision to withdraw from this contract by means of an unambiguous statement (e.g. a letter sent by post or an email). For this purpose, you may use the attached sample cancellation form; however, it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your notice concerning your exercise of the right of cancellation before the cooling-off period has expired.

#### **Effects of the Cancellation**

If you cancel this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the date, on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

### 2. Sample Cancellation Form

#### **Sample Cancellation Form**

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

- On
- I/we hereby cancel the contract concerning the purchase of the following goods/the performance of the following Services as concluded by me/us
- Ordered on/received on
- Name of consumer(s)
- Address(es) of consumer(s)
- Consumer signature(s) (only for notification in writing)
- Date

## **E. Prices**

The stated prices are the retail prices 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.

## **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 receives a free **trial month** for the Digital Extra in the selected vehicle and can use the Digital Extra for one month free of charge. The respective **billing period** for the monthly payment always begins 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 Extra can be viewed by the Customer in his/her user account.

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

1. There are Digital Extra 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 MBSA in their current version. If the Customer deletes his/her Mercedes me user account, de-links his/her vehicle, objects to the "Terms of Use for Mercedes me connect and smart control Services" of MBSA in their current version (including for good cause) or relocates his/her residence outside the respective Mercedes me connect contractual area, this shall not release him/her from his/her obligation to pay for the use of Digital Extras. In this case, there will also be no (pro rata) refund of fees already paid.
3. For Digital Extras with a **limited term**, the right of use will end automatically at the end of the contractual term. An extension of use is possible via the Mercedes me Store and requires a new order. 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 his/her mobile phone number.
4. For Digital Extras with an **unlimited term**, the right to their use ends with contract termination. The Customer has the right to terminate a Digital Extra with an unlimited term at any time via his/her 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 fourteen days notice to the end of the invoicing period. 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.

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 his/her payment obligation for a Digital Extra with an unlimited term and monthly payment for two invoicing periods. Termination for good cause will be declared by the Seller in text form (including email or message to the "My Messages" inbox in the Mercedes me user account, combined with an SMS message to his/her mobile phone number), and by the Customer in text form (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. However, without access to the user account or without access to the respective vehicle, termination by the Customer is only possible by email to the contact address provided, with seven days' notice to the end of the respective invoicing period. The same applies in the event that MBSA blocks the Services 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 his/her vehicle to the Mercedes me user account for the duration of the activation. For activation, 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 his/her 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 Extra to the Customer through no fault of his own because Mercedes-Benz AG has not transferred the Digital Extra 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 cannot be transferred, the Seller must 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 his/her mobile phone number, and must promptly reimburse the Customer for the payments already received. Any further statutory claims of the Customer remain unaffected by this.
2. Partial transfers of Services when two or more fee-based Services 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 service, 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 or a missed binding transfer date, the Customer may rescind the contract. Any further rights will not be affected thereby.

## **I. Complaints about Services**

1. The Customer can address his/her 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

Telephone number\*: 0800 9 777 77 77

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

Note: As described in the MBSA "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 Services can change as described in the agreement concluded between the Customer and MBSA or as described in the Mercedes me Store.

2. The description of the Digital Extras in the Mercedes me Store or in the respective MBSA "Terms of use for the Mercedes me connect and smart control Services" does not give rise to any *guarantee* or any *procurement risk irrespective of fault*.
3. This section does not apply to claims for damages. These are subject to liability.

## **J. Liability**

1. In the event that the Seller is liable in accordance with applicable laws for damages caused by slight negligence, the liability of the Seller shall be limited as follows: Liability exists only if material, immanent obligations arising from the contract for the use of the Services have been violated, for example those which are imposed upon the Seller by the Terms of use in accordance with the content and purpose of the contract or whose performance is a prerequisite for the due and proper performance of the contract, on which the Customer would normally rely and is entitled to rely. This liability is limited to typical damage foreseeable at the time when the contract is created.
2. No-fault liability of the Seller for faults already existing at the time of concluding the contract (§ 536 a Clause 1 BGB) is excluded.
3. Regardless of the issue of fault, this shall not prejudice the liability of the Seller if the

Seller has provided a guarantee or accepted a procurement risk, or under the Terms of the German Product Liability Act or other applicable product liability laws.

4. Personal liability on the part of the legal representatives, vicarious agents and employees of the Seller is excluded in cases of damage resulting from the Seller's slight negligence.
5. The aforementioned limitations on liability and exclusion of liability do not apply to damages resulting from the grossly negligent or wilful violation of the obligations of the Seller, its legal representatives or its vicarious agents, or in the event of harm to life, limb or health.

#### **K. Final Provisions**

1. The exclusive place of jurisdiction for all present and future claims/legal proceedings arising is South Africa. The Provider has an election to institute proceedings against the Customer in the place of jurisdiction of the Customer.
2. The contractual relationship between the Provider and Customer is governed in accordance with the laws of South Africa.
3. The application of the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded.
4. Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions herein will not be affected thereby.
5. Address for service of process purposes:

Mercedes-Benz South Africa Limited

Physical Address: 210 Aramist Ave, Waterkloof Glen, Pretoria, 0010 Postal Address: P0 Box 1717 Pretoria 0001

Telephone\*: 00800 9 777 7777

Website: [www.mercedesme.co.za](http://www.mercedesme.co.za)

E-mail: [customerservice.southafrica@cac.MercedesBenz.com](mailto:customerservice.southafrica@cac.MercedesBenz.com)

<https://www.mercedes-benz.co.za/passengercars/content-pool/marketing-pool/contact-forms/mercedes-me-support.html>

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

**Important:** For purposes of the exercise of the right of cancellation, the addresses listed in the information concerning the right of revocation shall apply. Please direct questions and complaints to the CAC hotline listed above.

#### **L. Data Protection and Data Security**

1. Mercedes-Benz South Africa Ltd takes the protection of users' personal data seriously and takes care to protect the privacy of the users during the processing of such data.

2. The Customer expressly acknowledges and agrees that Mercedes-Benz South Africa Ltd. will use his/her vehicle data and/or personal information where required, in order to render the Digital Extras as set forth herein, to the Customer. Such vehicle data or personal information may be transferred across country borders or may be transferred to third parties in order to give effect to the rendering of the Digital Extras to the Customer, and the Customer expressly acknowledges and agrees hereto. By using the Digital Extras, the Customer agrees to the transfer, use and processing of such vehicle data and personal information of the Customer.
3. Further details concerning the data processing, data protection and data security are provided for you in the data protection notices for the Mercedes me connect Services.
4. Responsible Party as per the Protection of Person Information Act 4. Of 2013 is

**Mercedes-Benz South Africa Limited**

Contact details:

Mercedes-Benz South Africa Limited

Physical Address:

210 Aramist Ave,

Waterkloof Glen,

Pretoria,

0010

**M. Information on Online Dispute Resolution**

The EU Commission has established an Internet platform for the online resolution of disputes ("ODR platform"). The ODR platform serves as a contact point for the extra-judicial settlement of disputes concerning contractual obligations arising from online purchase contracts. You can access the ODR platform via the following link: <http://ec.europa.eu/consumers/odr>

**N. Note pursuant to Section 36 of the German Act on Resolution of Consumer Disputes (VSBG)**

The Seller will not take part in proceedings to resolve a dispute before a consumer arbitration body in accordance with VSBG, nor is it obliged to do so.