



BMW CARDATA

TERMS AND CONDITIONS FOR BMW CARDATA

1. General information

- 1.1. BMW of North America, LLC ("BMW NA") offers its customers the opportunity to use BMW CarData to view selected information about their BMW vehicle(s) ("Vehicle Data") at any time, in accordance with these Terms and Conditions ("Terms and Conditions") together with the BMW NA Privacy Policy. To access BMW NA's privacy policy, go to <https://www.bmwusa.com/privacy-policy/index.html>. By accepting, you agree to be bound by these Terms and Conditions.
- 1.2. BMW CarData is a BMW NA ConnectedDrive service, and the ConnectedDrive Terms and Conditions apply in the event of terms outside the BMW CarData Terms and Conditions.
- 1.3. The BMW CarData service allows BMW NA to offer its customers the option of easy access to Vehicle Data collected as part of their use of ConnectedDrive services and to release the Vehicle Data to third parties authorized by the customer.
- 1.4. Customers provide express direction to BMW NA to release Vehicle Data selected by the customer to third parties. Customers may modify their selection for data release or cancel the release of data at any time.

2. Description of BMW CarData

- 2.1 BMW CarData offers BMW NA customers the option of viewing their selected Vehicle Data and to release the data for transmission to third parties. For example, the data transmitted to third parties could include information about vehicle mileage or fuel level. A list of the available Vehicle Data can be found in the CarData elements glossary included your CarData Report download.
- 2.2 In order to use BMW CarData, an existing BMW ConnectedDrive subscriber agreement ("contract") in accordance with the [BMW ConnectedDrive Terms and Conditions](#) is required, and the customer vehicle must be linked to that account.



- 2.3 Once the term of the customer's BMW ConnectedDrive contract terminates, so does BMW CarData.
- 2.4 The customer can request a report file via BMW CarData to view Vehicle Data. The customer is informed by e-mail as soon as the Vehicle Data report is available and can be downloaded.
- 2.5 Only the ConnectedDrive Primary Subscriber can consent to the release of specific portions of the Vehicle Data to third party requests for the specific portions of the Vehicle Data. The Primary Subscriber may modify or reject his or her consent of Vehicle Data release to third parties; however, the customer is responsible for any agreements with third parties to release Vehicle Data. For example, a customer's agreement with his/her car insurance company to provide access to selected Vehicle Data could be negatively affected if the customer rejects the release of the Vehicle Data to the third party insurance company.
- 2.6 The Primary Subscriber may grant separate consent for the release of Vehicle Data for multiple vehicles.
- 2.7 The release of Vehicle Data to third parties does not expire until the Primary Subscriber discontinues his or her consent of the Vehicle Data release.
- 2.8 BMW NA will regularly provide the customer e-mail and in-vehicle messaging about third party Vehicle Data releases.
- 2.9 The customer may only use the BMW CarData in a lawful manner.

3. Availability and Service Limitations of BMW CarData

- 3.1 BMW NA reserves the right to modify the scope of services of BMW CarData. The BMW CarData service is provided by BMW NA using BMW ConnectedDrive technology. The availability and use of BMW CarData Services are subject to many limitations, Services are available only if you have completed the BMW ConnectedDrive subscriber agreement and the BMW Assist Response Center has received the agreement. The quality and validity of the Vehicle Data provided via BMW CarData depends, among other things, on the vehicle model, the control devices installed, internet availability and the frequency with which the customer makes use of BMW ConnectedDrive services (see the [BMW ConnectedDrive Portal Terms and Conditions](#) for details).
- 3.2 System failures may be the result of force majeure, statutory regulations, as well as short-term capacity bottlenecks caused by peak data load transmissions or issues with the technical interfaces with third parties. In



addition, faults may occur as a result of technical and other work on network operator equipment required to ensure smooth functioning or to make improvements to BMW CarData (for example maintenance, repairs, system-related software updates, extensions). BMW NA will take all reasonable steps to address system failures immediately.

4. Terminating or transferring BMW CarData

- 4.1. If the BMW ConnectedDrive contract for a specific BMW NA vehicle is cancelled, no further data will be transferred to any third parties previously authorized via BMW CarData.
- 4.2. The customer can reset his or her use of BMW CarData to its original state by performing a "BMW CarData Reset" on the BMW NA Connected Drive customer portal. This causes all data releases to be discontinued his or her consent and could negatively affect any agreements between customer and his or her third party agreements.

5. Contact options

The BMW ConnectedDrive Customer Care Center can be contacted at **1-888-333-6118** or by e-mail at customercare@bmwassist.com.

6. Limitation of Liability

YOUR USE OF BMW CARDATA IS ENTIRELY AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BMW NA OR ITS AGENTS, AFFILIATES, PARTNERS, OR LICENSORS (COLLECTIVELY, "AFFILIATES") BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM LOSS RELATED TO THE USE OF THE SERVICE, APP OR THE CONTENT CONTAINED HEREIN REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF BMW NA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. NONE OF BMW NA OR AFFILIATES SHALL BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, OR FINANCIAL LOSSES ASSOCIATED WITH THE USE OF MY BMW OR THE MATERIALS CONTAINED HEREIN. IN THE EVENT ANY EXCLUSION OR LIMITATION OF LIABILITY IS LIMITED BY LAW, SUCH LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Data collection, storage, usage and safety

To view the BMW Privacy Policy, click [here](#).



8. Place of jurisdiction and applicable law

The courts of New Jersey will have exclusive jurisdiction over any claim arising from or related to your use of BMW CarData, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms and Conditions are governed by New Jersey law.

Date: 03/06/2020