

General Terms and Conditions for Digital Extras

Mercedes-Benz Singapore Pte. Ltd.

A. Scope of Application and Identity of the Seller

These General Terms and Conditions for Digital Extras (hereinafter referred to as "Seller GTC") of Mercedes-Benz Singapore Pte. Ltd., 1 Gateway Drive, #15-01 Westgate Tower, Singapore 608531 (hereinafter referred to as "Seller") apply to the purchase of the rights to use Digital Extras via the Mercedes-Benz Store. The customer who is party to the respective contract with the Seller for the purchase of Digital Extras is referred to as the "Customer".

B. Mercedes-Benz Store and Contract Options

1. The Mercedes-Benz Store is provided and run by Mercedes-Benz Singapore Pte. Ltd.
2. In the Mercedes-Benz Store, the Customer can generally choose from among the following contract options for Digital Extras:
 - a. Having the Digital Extras provided for an indefinite term of contract with monthly payment and monthly option to terminate (hereinafter referred to as "Subscription").
 - b. Having the Digital Extras provided for a definite fixed term of contract.
 - c. Having the Digital Extras provided for an unlimited period of time.
3. Ordering process in the Mercedes-Benz Store
 - a. By sending the order, the Customer submits a binding contractual offer to the respective Seller.
 - b. To place an order, the Customer must have logged into his/her Mercedes-Benz account and linked his/her vehicle to it.
 - c. The ordering process consists of the following steps:
 - The Customer selects the type and number of Digital Extras he/she wants as well as the desired contract option.
 - The Customer's personal data needed to process the order (e.g. name, address, payment method) are taken from the Mercedes-Benz account. The Customer can only make changes to these data in his/her Mercedes-Benz 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 the information again and, if necessary, correct it before completing the ordering process by clicking the order button. At this point, the Customer will be informed that the Seller GTC, Cancellation Policy and Privacy Statement shall apply to the order.
 - 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. After the Customer submits the order for Digital Extras and after the Seller's receipt of the order, the Customer will receive an acceptance (order confirmation) or rejection of his contractual offer.
 - f. The order data are stored by Mercedes-Benz Singapore Pte. Ltd. to process the order.
 - g. The Customer is also able to view his/her order history in the Mercedes-Benz Store.
4. The prices shown include GST.
 5. The available payment methods are displayed at the start of the ordering process.
 6. Unless otherwise specified in these Seller GTC, the scope of services for the respective Digital Extras, their conditions of use, availabilities and any other information are based on the respective service description on the product detail page in the Mercedes-Benz Store. The scope of services may vary depending on the vehicle type and equipment.
On the product detail page, the Customer is also able to view which specific Digital Extras technically work and can be used in the linked vehicle if he/she logs into the Mercedes-Benz Store with his/her Mercedes-Benz account.

If multiple Digital Extras are offered as a bundle in a package, the total price shown for the package applies, regardless of whether it is impossible to use individual Digital Extras in a package due to a lack of technical availability.

C. Conclusion of a Contract when Ordering Digital Extras; Activation and Enabling

1. By completing the ordering process in the Mercedes-Benz 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 it confirms by sending the order confirmation. The legal texts applicable to the order (such as the Seller GTC, Cancellation Policy and, if applicable, other legal texts) can be seen in the order confirmation in a printable format, and can be printed from there in file format. The Customer receives this order confirmation via his/her chosen channel(s) of communication: to his/her email address; in the "My messages" inbox of the Mercedes-Benz account; and/or with an SMS message to his/her mobile phone number.
2. If Digital Extras are provided to the Customer as a **Subscription** or for a **definite fixed term of contract**, they are activated and the term of contract starts immediately after the conclusion of the contract pursuant to section C (1).

However, in a few exceptional cases, the start of the contract term for Digital Extras that are provided to the Customer for a **definite fixed term of contract** may be delayed because additional steps by the Customer are required (e.g. connecting the vehicle to the vehicle back-end infrastructure after engine start).

Digital Extras that are provided to the Customer **for an unlimited period of time** are permanently enabled by the Seller immediately after conclusion of contract. Additional steps by the Customer may also be required for this (e.g. connecting the vehicle to the vehicle back-end infrastructure after engine start) – for details, see section G (3).

3. In exceptional cases, it may take several hours after conclusion of contract for the Customer to be able to fully utilise the Digital Extras.

D. Right of Revocation for Consumers

1. Model instructions on withdrawal

Right of withdrawal

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

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

To exercise the right of withdrawal, you must inform us (Mercedes-Benz Singapore Pte. Ltd., Telephone: 1800 329 7540, Email: me-connect.sg@cac.mercedes-benz.com) of your decision to withdraw from this contract by an unequivocal written statement sent by email. You may use the model withdrawal form below, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your notice concerning your exercise of the right of withdrawal before the expiration of the said 14-day period.

Effects of the withdrawal

If you withdraw from 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 the reimbursement.

The right of withdrawal applies only to consumers. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside the consumer's trade, business or profession.

2. Model withdrawal form

Sample Revocation Form

Please contact us with the following information if you wish to withdraw from the contract:

- To: Mercedes-Benz Singapore Pte. Ltd.
- I/we (*) hereby give notice that I/we (*) would like to withdraw from the contract concerning the purchase of the following Digital Extras: *[insert names of Digital Extras which you wish to revoke the contract for]*
- Ordered on/received on (*) *[insert date]*
- *[Insert name of consumer(s)]*
- *[Insert address(es) of consumer(s)]*
- Date

(*) Delete as appropriate.

E. Prices

The stated prices are the end prices for the right to use the Digital Extras for a chosen vehicle including activation for the agreed term and one-time enabling for a provision for an unlimited period of time. All price information shown is current at the time of publication and is subject to change without notice to the Customer.

F. Payment

1. The individual steps for payment and payment methods are explained and described during the ordering process in the Mercedes-Benz Store.
2. Payment for Digital Extras that the Customer purchases as a Subscription is made **on a monthly basis**. Payment for Digital Extras that the Customer purchases for a definite fixed term of contract or an unlimited period of time is made on a **one-time basis**. Payment is always due in advance in each case.
3. When ordering a Digital Extra as a Subscription for the first time, the Customer will receive a free **trial month** for the Digital Extra in the chosen vehicle. 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 Customer can view the next billing date of the monthly billing period for the respective Digital Extra by logging into the Mercedes-Benz Store under “My orders” / “All subscriptions”. If Customer cancels his subscription during the free trial month, Customer will not be entitled to any compensation (monetary or otherwise) from Seller for any unused period of the free trial.

G. Right and Conditions of Use

1. There are Digital Extras which the Customer can **activate** for a certain period, and Digital Extras that are **permanently enabled** without a term (unlimited). All Digital Extras are vehicle-specific and can only be activated or enabled for the chosen vehicle.
2. The Customer's use of Digital Extras provided to him/her either as a Subscription or for a definite fixed term of contract requires permanent acceptance of the "Terms of Use of the Mercedes-Benz Digital Extras" of Mercedes-Benz Singapore Pte. Ltd. ("**MB Digital Extras Terms of Use**") and the terms of use of Mercedes me ID in their respective current version, permanent linking of the vehicle with the Mercedes-Benz account and activation of the Digital Extras. If the Customer terminates at least one of the terms of use (including for good cause), deletes his/her Mercedes-Benz account, unlinks the vehicle, deactivates the Digital Extras or moves his/her place of domicile outside the Mercedes-Benz Digital Extras contractual area, the Digital Extras can no longer be provided and used by the Customer. This shall not absolve him/her from his/her obligation to pay for the use of the Digital Extras. In this case, there will also be no (pro rata) refund of fees already paid.
3. For the Customer's purchase of the Digital Extras that are provided to him/her for an unlimited period of time and are thus permanently enabled by the Seller, the Customer must have linked the vehicle to the Mercedes-Benz account for the duration of the said enabling. For the enabling, 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-Benz account. In order to check whether the Digital Extra has been enabled, 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 enabled in the vehicle. The permanently enabled Digital Extra can continue to be used after enabling even if the vehicle is unlinked from the Mercedes-Benz account after enabling.
4. Software updates for the Digital Extras are provided to the Customer under the statutory requirements.
5. Provision and use of the Digital Extras is otherwise subject to the provisions of the respective current version of the MB Digital Extras Terms of Use to be accepted by the Customer.

H. Term of Contract, Termination and Switching

1. For Digital Extras with a **definite fixed term of contract**, the right of use will end automatically when the agreed term of contract expires without requiring separate termination. An extension of the use option can be acquired via the Mercedes-Benz Store and requires a new order. The Seller is entitled to alert the Customer about the forthcoming expiration of the term of contract by email; via a message to the "My

messages" inbox of the Mercedes-Benz account; and/or an SMS message to his/her mobile phone number.

2. For Digital Extras that the Customer has purchased **as a Subscription**, the right to their use initially exists for an indefinite term of contract, but it is ended by contract termination. The Customer has the right to terminate the Subscription at any time by the end of the billing period, i.e. up to 23:59 hours on the last day of the billing period, by logging into the Mercedes-Benz Store and clicking the button "Terminate subscription" under "My orders"/"My subscriptions". The Seller can terminate the Subscription by giving 14 days' notice prior to the end of the billing period. The Customer receives the notice of termination by Seller via his/her chosen channel of communication, i.e. by email; by message in the "My Messages" inbox of the Mercedes-Benz account; and/or 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 upon expiration of the contract.
3. 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 in two successive billing periods for a Digital Extra that he/she purchased as a Subscription. Another example of a good cause for the Seller is if a positive sanction hit is identified for the Customer. Notice of termination for good cause must be provided in writing. Termination for good cause will be declared by the Seller in text form (including email; message to the "My Messages" inbox in the Mercedes-Benz account; and/or an SMS message to the Customer's mobile phone number), and by the Customer via email to me-connect.sg@cac.mercedes-benz.com. The sale or permanent transfer or surrender of the vehicle does not entitle the Customer to termination for good cause.
4. However, without access to the Mercedes-Benz account or if the Customer removes the respective vehicle from his/her Mercedes-Benz account, termination by the Customer is only possible by email to me-connect.sg@cac.mercedes-benz.com, with 7 days' notice prior to the end of the respective billing period. The same applies in the event that Mercedes-Benz Singapore Pte. Ltd. blocks the Digital Extras or terminates the MB Digital Extras Terms of Use for good cause. In this case too, there is no (pro rata) refund for the Customer.
5. In the case of Digital Extras that are provided to the Customer **for an unlimited period of time** and are thus permanently enabled by the Seller, the Customer is entitled to permanent use for an unlimited period of time over the life of the vehicle after purchase.
6. If a Customer wishes to switch from his/her existing Digital Extras package **Subscription** to another with overlapping Digital Extras, he/she must first terminate his/her Subscription in accordance with Section H (2). Thereafter, the Customer may purchase a new Subscription for the desired Digital Extras package through the Mercedes-Benz Store.

If a Customer has purchased a Digital Extra as a **Subscription** but wishes to switch it to a definite fixed term of contract, he/she will need to first terminate the previously purchased Subscription pursuant to section H (2) and then purchase the Digital Extra as a definite fixed term of contract in the Mercedes-Benz Store.

If a Customer has purchased a Digital Extra as a **definite fixed term of contract** but wishes to switch it to a Subscription or to another package with overlapping Digital Extras, he/she may do so by purchasing the new option in the Mercedes-Benz Store even if the existing definite fixed term of contract has not expired yet. In such a case, however, the Customer will forfeit any remaining runtime of the definite fixed term of contract without any (pro rata) refund of costs.

I. Availability and Transfer of Digital Extras

1. If the Seller is unable to provide the ordered Digital Extra to the Customer through no fault of its own because Mercedes-Benz AG has not provided 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 provided, the Seller must promptly notify the Customer via the communication channel specified by the Customer: by email; via a message to the “My messages” inbox of the Mercedes-Benz account; and/or an SMS message to his/her mobile phone number, and shall promptly reimburse the Customer for the payments already received.
2. Partial provisions of Digital Extras when two or more fee-based Digital Extras are ordered are permissible on a case-by-case basis at the Seller’s sole discretion, 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 providing the fee-based Digital Extra, the Seller’s duty of performance under the contract 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 14 days after acceptance of the order or a missed binding provision date, the Customer may rescind the contract. Any further rights will not be affected thereby.

J. Complaints about Digital Extras

1. The Customer can address his/her questions and complaints to the following contact:

Mercedes-Benz Singapore Customer Care Center

<u>Contact Form</u>	<u>Telephone number*</u>
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Link to contact form	1800 329 7540
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*Free of charge from landline, mobile phone charges may differ

Email address: me-connect.sg@cac.mercedes-benz.com

Note: As described in the MB Digital Extras Terms of Use, restrictions, inaccuracies, impairments, and defects may occur with Digital Extras. In addition, the Digital Extras may also change as described in the MB Digital Extras Terms of Use or as described in the Mercedes-Benz Store.

2. The description of the Digital Extras in the Mercedes-Benz Store or in the respective MB Digital Extras Terms of Use does not give rise to any guarantee or any procurement risk irrespective of fault.

K. Liability

1. In the event that the Seller is liable in accordance with applicable laws for damages caused by 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 Digital Extras have been violated, for example those which are imposed upon the Seller by the MB Digital Extras 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 comes into being and shall be limited to the total sum paid by the Customer for Digital Extras under such contract.
2. No-fault liability of the Seller for faults already existing at the time of concluding the contract 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 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 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.

L. Final Provisions

1. The contract between the Customer and the Seller is governed by and construed in accordance with the laws of the Singapore to the exclusion of the United Nations Convention on Contracts for the International Sales of Goods.
2. In the event of any disputes arising out of or in connection with the contract between the Customer and the Seller that cannot be settled amicably, the courts of Singapore shall have exclusive jurisdiction to settle any such disputes.
3. Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions herein will not be affected thereby.
4. No delay by the Seller in exercising any right under the contract will operate or be deemed to be a waiver of or limitation on any such right or an implied consent and no single or partial exercise of such right will preclude the Seller's further exercise of that right of the exercise of any other rights.
5. Address for service of process purposes:

Mercedes-Benz Singapore Pte. Ltd., 1 Gateway Drive, #15-01 Westgate Tower,
Singapore 608531

Important: For purposes of the exercise of the right of revocation, the addresses listed in the information concerning the right of revocation shall apply. Please direct questions and complaints to the Mercedes-Benz Singapore Customer Care Center hotline listed above.