

## **BMW Electric City Drive - General Terms of Business**

### **1 Applicability of General Terms of Business**

BMW Nederland B.V. ("BMW") Einsteinlaan 5, 2289 CC te Rijswijk, Nederland, provides to you ("Customer") telematic and online services under the name "Electric City Drive" ("Services") in accordance with these General Terms of Business ("Agreement").

1.1 By applying for respectively using the Services, the Customer agrees with the conditions set for in the Agreement, which then shall automatically, fully and unconditionally apply for the Customer.

1.2 The Customer will be notified of any changes to the Agreement at the latest six weeks before they are scheduled to become effective. If the Customer has agreed an electronic channel of communication with BMW (for example via email), any changes may be notified via this channel. They shall become part of the Agreement if the Customer does not revoke such changes before they are due to come into effect.

1.3 In order for the Customer to be provided with Services, it is necessary to register in the BMW Labs web portal (<https://labs.bmw.com/>). On its own it does not at any time constitute an obligation on the part of the Customer to accept goods or make payment.

1.4 The Services described are supplied within the Netherlands for Plug-in Hybrid (PHEV) models and only for Customers whose vehicles are registered in the Netherlands and who have the necessary items of special equipment.

### **2 Scope of Services, interruptions in Service**

2.1 This Service is a smartphone application (app) that is made available to selected BMW customers by invitation only. The app can be downloaded following a link provided by BMW.

The mobile phone app "Electric City Drive" will be used to conduct a research study by the Erasmus University of Rotterdam together with BMW AG. The city of Rotterdam is co-owner and co-promoter of the project and will advertise the App. The City of Rotterdam will not receive personal information collected by BMW in the course of this research. The Erasmus University will receive data in de-personalized form only. The interested drivers need to register on the BMW Labs portal. Upon verification that the registration concerns a valid BMW PHEV driver, the participant / Customer will receive a link per email to download the app.

2.2 The goal of this research is to assess PHEV drivers' / Customers' behavior as it is exposed to different incentive schemes. Specifically, the focus is the behavior related to electric driving and charging in urban areas. The results of the research may be used to establish technical or policy solutions that increase electric driving/charging in urban areas, thus improving air quality and emissions.

2.3 The Electric City App has two functions:

a) Collects selected data from Customers vehicles and sends it to BMW's backend server. The App is connected to the vehicle (either paired via Bluetooth or via USB cable) employing the A4A connectivity. It requests selected data parameters from the vehicle and sends the vehicle data periodically to a backend server.

b) Serves as a platform for a game between Customers. The score and ranking for this game can be obtained through the App. The aim of the game is, through an adequate charging and driving behavior, to accumulate points while driving or charging.

2.4 The App will be used in the area of the City of Rotterdam, inside but also outside the E-Zone. The de-personalized data collected in the backend server will be shared with the Erasmus University of Rotterdam.

2.5 When the App is active while driving, selected vehicle data parameters are sent to the smartphone of the Customer via A4A interface and partially relayed to the backend system. Data parameters collected from the vehicle to the smartphone: Odometer, SoC, Electric Vehicle Mode, vehicle type and GPS position. Data parameters relayed from the smartphone to the backend system: Odometer, SoC, Electric Vehicle Mode and Inside/Outside E-Zone flag. No GPS position is neither stored nor sent from the smartphone to the backend.

2.6 The Services are partly restricted in spatial terms to the reception and transmission of the radio stations operated by the relevant network operator. They may be adversely affected by atmospheric conditions and topographical factors or obstacles (e.g. bridges and buildings).

2.7 Interruptions in Service may be caused by force majeure, or by technical and other measures, which must be carried out in the systems of BMW, the suppliers or network operators in order to ensure proper operation or to improve the Services, e.g. maintenance, repairs, system-related updates, expansions. They may also result from short-term capacity bottlenecks caused by loading peaks in the Services or by malfunction in areas where telecommunication assets of third-parties are located. BMW will make every reasonable effort to re-instate the Service immediately or to assist with their re-instatement.

2.8 BMW reserves the right to change the agreed Services, if these to the discretion of BMW, are deemed reasonable.

### **3 Obligations of the Customer**

3.1 The Customer may not and shall not permit others to use the Services. The Customer is not entitled to forward the data and information obtained from using the Services to third parties on a commercial basis or to process them further.

3.2 The Customer may report faults in the Services immediately to BMW via the BMW Labs portal: <https://labs.bmw.com/> or via email: [electric.city@bmw.com](mailto:electric.city@bmw.com).

3.3 The Customer shall inform BMW immediately of any change in his/her contact data communicated under this Agreement.

### **4 No charges**

The Customer will receive the Services free of charge.

### **5 Duration of Agreement**

5.1 The Agreement shall continue until terminated by either party with not less than one-month prior written notice.

5.2 Either party is entitled to terminate the Agreement without notice for a material breach of the Agreement on the part of the other party. This includes, but is not limited to, the use of the Services by the Customer for illegal purposes, BMW's decision to stop providing the Services for any reason, and the Customer and/or BMW becoming bankrupt or insolvent, being in liquidation or administration or entering into an arrangement with their creditors.

5.3 Notice of termination must be given via email: [electric.city@bmw.com](mailto:electric.city@bmw.com).

### **6 Limited liability**

6.1 BMW shall assume no liability for the accuracy and topicality of the data and information transmitted via the Services. This shall also apply for the consequences of disturbances, interruptions and functional impairments of the Service.

6.2 Furthermore, BMW's, BMW AG's and other members of the BMW Group's, liabilities related to the Agreement and the Services, are excluded except in cases of proven willful intent or gross negligence on its part. This exclusion shall as well cover all managers, officers, other employees and other representatives of the aforementioned companies.

### **7 Jurisdiction and applicable law**

This Agreement shall be governed by Dutch Law and both parties hereby agree to submit any dispute to the jurisdiction of Courts in The Hague (the Netherlands).