TERMS AND CONDITIONS

1. BMW Assist Services. BMW will provide, through its authorized service providers, emergency call, remote services, concierge and infotainment services offered in the applicable Service Plans ("BMW Assist Services"). A description of the BMW Assist Services appears in your vehicle's owner's manual, at www.bmwassist.com and provided by the BMW Assist Response Center upon request. BMW reserves the right, without prior notice, to add, change or delete services included in the BMW Assist Service Plan. BMW may also withhold Services, or may use the Services to locate the vehicle, as BMW deems reasonable in accordance with the terms and conditions hereunder. You agree that BMW through its authorized service providers may contact you by voice call at the telephone number(s) that you provide or email, regarding matters related to your BMW Assist Service including through the use of an automatic telephone dialing system or a prerecorded voice. You also agree to notify BMW promptly if your telephone number(s) change(s).

2. Wireless Services. BMW Assist Services use commercial mobile wireless services purchased from one or more third party providers (the "Underlying Wireless Carrier"). This agreement does not give you any rights against the Underlying Wireless Carrier selected for the BMW Assist Services. The Underlying Wireless Carrier is, however, an intended third party beneficiary of the protections of this agreement.

3. Service Limitations. The BMW Assist Services are provided by BMW using an embedded telematics device installed in your vehicle (the "telematics control unit"), which receives global positioning satellite (GPS) signals and communicates with the response center via wireless and landline communications networks. The telematics control unit is not intended to place or receive personal calls and may only place calls to our service providers as permitted under this agreement. The availability and use of BMW Assist Services are subject to many limitations, including the following: (a) Services are available only if you have completed the BMW Assist subscriber agreement and the BMW Assist Response Center has received the agreement; (b) Services are available only if your vehicle ignition is on (except for Stolen Vehicle Recovery and Door Unlock), and your vehicle battery is charged and connected; (c) Services are available only within the 50 United States, Canada and Puerto Rico, (d) Services are available only when your vehicle's telematics control unit is in range of a transmission site of the Underlying Wireless Carrier, or a transmission site of another company that has agreed to carry its calls, and there is sufficient network capacity at that moment; (e) Services will not be available if the wireless network requires the use of PIN codes; (f) Services may be impaired by landline and wireless communications problems caused by atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, and other factors and conditions; (g) There are places, particularly in remote areas, with no service at all from the Underlying Wireless Carrier; (h) Services may be affected by inherent limitations of your vehicle's electrical system and architecture, or if any of the components of your vehicle's telematics control unit have been damaged or are defective; (i) Services are not available if the GPS system is not working (map CD or DVD may be required) or the signals are obstructed; (j) Certain programming limitations of the GPS system may impair our ability to determine your vehicle's precise location; (k) Services may be limited to geographic areas where map data and emergency (911) contact information is available in our databases, which may be less than that which is otherwise generally available; and (l) Services may be limited based on the information provided from third party service providers; and (m) Your vehicle's telematics control unit uses digital cellular telephone signals. If the Underlying Wireless Carrier or BMW terminates or restricts digital service, the BMW Assist Services may not be available.

4.Terminating or Transferring BMW Assist Services. You or a subsequent owner of your vehicle may terminate your account for BMW Assist Services to your vehicle, upon written notice to BMW at the address referenced in paragraph 19 below. If you sell your vehicle during the initial Service period BMW Assist E-Call and Teleservice transfers to the new owner. If you have prepaid for optional services and sell your vehicle or decide to cancel your service, you may apply for a pro-rated refund. You may not transfer the prepayment to a new owner of your vehicle. If you sell your vehicle or would like to terminate your account, please cancel your service by notifying BMW Assist Customer Care at (888) 333-6118.

5. Your Duties. You agree to: (a) be fully responsible for the protection of your password; (b) use the emergency and roadside BMW Assist Services only for actual emergencies and roadside assistance needs; (c) follow the instructions for use of your vehicle's telematics control unit and the BMW Assist Services; (d) accurately furnish all contact and other information requested by BMW and notify BMW immediately of any change in the information or in the ownership of your vehicle; (e) accurately and truthfully report information to BMW (e.g., when using eCall or Stolen Vehicle Tracking services); (f) properly maintain your vehicle and the telematics control unit; (g) not use the BMW Assist Services in violation of any laws or for any unlawful or abusive purpose; (h) not use the BMW Assist Services in any manner unintended by BMW, the service providers, or the Underlying Wireless Carrier; (i) not use the BMW Assist Services in any manner that could harm BMW, its service providers, the Underlying Wireless Carrier or any other person; (j) use the map routing and traffic information, concierge and all other content included in the BMW Assist Services only for your own personal use and not resell, retransmit or modify the information and content; and (k) comply with any other reasonable requirements or restrictions requested or imposed by BMW or the Underlying Wireless Carrier.

6. Service Duration and Waiver of Services. The initial term of this agreement are the BMW Paid and Customer Paid Periods specified on the front on this agreement. Thereafter, a choice of renewal terms is available. Please contact BMW Assist Customer Care at (888) 333-6118 for details by calling BMW Assist Customer Care at (888) 333-6118. You will need your password to cancel service. You can choose to Waive all services. This includes eCall & Teleservice, **as well as WiFi Hotspot if your vehicle is so equipped. If you choose to Waive services and have an active Data Plan for your in-vehicle Wifi Hotspot in place with the Underlying Wireless Carrier, you must first cancel your Data plan with the Wireless Carrier in order to Waive services. Until such cancellation is done, although by waiving you will not have access to the BMW Assist Services, your Waiver cannot be fully completed to the extent that your vehicle will still have the ability to register and connect to the cellular network.7Subscription Fee.** The subscription fee for the Service Plan or renewal you have selected is payable in advance of the service term. The subscription fee is refundable as described in section four (4) of the terms and conditions of this agreement. By providing your credit card information, you authorize our service provider, on behalf of BMW, to charge your account for all fees, taxes and other amounts due under this agreement.

7. Taxes and Other Charges. You are responsible for and agree to pay all sales and telecommunications taxes, and all other taxes, fees and charges imposed on you, BMW, the service provider, the Underlying Wireless Carrier or the telematics control unit manufacturer, in connection with the purchase and installation of the telematics control unit and the provision and use of the BMW Assist Services. The taxes, fees and charges will be added to your bill.

8. Modification to Agreement. BMW may modify these Terms and Conditions by giving you notice or by asking you to read and accept a new version of the Terms and Conditions. We may give you notice by posting a new version of the Agreement at www.bmwassist.com. If you do not agree with any modification, then you may not use the BMW Assist Services. Your continued access or use of the BMW Assist Services after our notice indicates your acceptance to the modified Terms and Conditions.

9. Termination or Modification for Excessive Use. If BMW determines that your usage of the BMW Assist Services is so excessive that it interferes or could interfere with BMW's ability to provide timely, high-quality BMW Assist services to its other subscribers, or if BMW determines that your usage constitutes a nuisance or is otherwise not consistent with the terms of this agreement, BMW may, at its discretion, suspend, modify or terminate the BMW Assist Services provided to you, without advance notice. For purposes of this section, excessive use is defined as more than 100 uses in a given month. These rights are in addition to those in the "Default and Termination" section eleven (11) below.

10. Responsibility in Emergency Situations. When our service provider receives an emergency signal from your vehicle, our service provider will attempt to determine if an emergency exists. If so deemed, the service provider will attempt to contact you and the appropriate public safety access point ("PSAP") to request assistance and may also attempt to call one of your third party emergency contacts. By providing emergency contact information for those individuals you select as emergency contacts, you are obtaining authorization for BMW to contact these individuals for the purpose of being called if such an emergency exists. Neither BMW nor its service provider guarantee that the service provider will actually receive an emergency signal or call from your vehicle or that the service provider will successfully contact the appropriate emergency agency or your third party emergency contacts if it does receive an emergency signal or call, or that emergency personnel will respond to the call or locate your vehicle. Neither BMW, its service provider nor the Underlying Wireless Carrier is responsible for any failure or delay of a PSAP in responding to an emergency or for the quality of service delivered, whether the failure is the fault of BMW, the service provider, the Underlying Wireless Carrier or any other third party service provider. You release BMW, the service provider, the Underlying Wireless Carrier and any other third party service providers from all liabilities and losses (including physical injury or death) that you or others may suffer in an emergency situation.

11. Default and Termination. If you fail to timely pay any amount due under this agreement, BMW may terminate this agreement upon 10 days written notice to you. If BMW determines that you have violated the terms and conditions of this agreement and such breach impacts BMW's, the Underlying Wireless Carrier's or any other service provider's ability to service its other customers, BMW may suspend or terminate this agreement without notice as determined by BMW in its sole discretion. If you breach any other term of this agreement, BMW may terminate this agreement upon 30 days written notice to you. These rights are in addition to any others BMW may have. If BMW brings an action to enforce its rights against you, you agree to pay all reasonable costs of enforcement, including attorneys' fees. IF BMW TERMINATES THIS AGREEMENT, YOU WILL NOT BE ABLE TO ACCESS THE BMW ASSIST SERVICES, AND YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT.

12. Force Majeure. BMW and its service providers will not be responsible for the failure to provide BMW Assist Services to you if caused by any of the following: any act or omission of the Underlying Wireless Carrier or any other wireless carrier (including interruption of wireless service), or any emergency agency or any other third-party service provider or product provider; equipment failures or shortages; damage to the response center, any land or wireless communications networks or the GPS system; acts of nature, acts of God, labor strikes or war; or any other act or event that is outside of the reasonable control of BMW and its service providers. UNDER ANY OF THESE CIRCUMSTANCES, BMW MAY AT ITS OPTION SUSPEND OR TERMINATE ALL OR SOME OF THE BMW ASSIST SERVICES OR TERMINATE THIS AGREEMENT WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY. MOREOVER YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT.

13. Third Party Beneficiaries. The following parties are considered intended third party beneficiaries under this agreement: BMW affiliates; the service providers and their affiliates, BMW centers and their affiliates, the Underlying Wireless Carrier and its affiliates, and any other third party service and product providers involved in delivering the Services (for example, providers of map data, traffic and routing information, concierge and other content). The disclaimer of warranties, limitations of liability, and other protections of this agreement extend to these third party beneficiaries. To the extent any of these third party beneficiaries impose further terms and conditions on providing services (for example, the end user terms covering navigation and location data), by using the BMW Assist Services, you also agree to be bound by those additional terms and conditions. A copy of any additional terms and conditions can be obtained upon request at customercare@bmwassist.com or by telephone at (888) 333-6118.

14. Disclaimer of Warranties. Your vehicle's limited warranty includes the telematics control unit in your vehicle, but does not cover the BMW Assist Services or the wireless service. YOUR USE OF THE BMW ASSIST SERVICES, THE WIRELESS SERVICE IS AT YOUR OWN RISK. NEITHER BMW, THE SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER, NOR ANY OTHER THIRD PARTY BENEFICIARY EXERCISE ANY CONTROL OVER OR HAS RESPONSIBILITY WHATSOEVER FOR THE CONTENT OR INFORMATION TRANSMITTED OR ACCESSIBLE THROUGH THE BMW ASSIST SERVICES. THE UNDERLYING WIRELESS CARRIER'S WIRELESS SERVICE, INCLUDING ANY WARRANTY OFTHE WIRELESS SERVICE, AND BMW, THE SERVICE PROVIDERS,CARRIER, AND ANY OTHER THIRD PARTY BENEFICIARY EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR SUCH CONTENT AND INFORMATION, THE BMW ASSIST SERVICES, THE WIRELESS SERVICE AND ANY AND ALL RELATED CONTENT AND MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, AVAILABILITY OF THE BMW ASSIST SERVICES AND/ORQUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE UNDERLYING WIRELESS CARRIER'S WIRELESS SERVICE ARE EXPRESSLY DISCLAIMED. NEITHER BMW, THE SERVICE PROVIDERS,CARRIER, NOR ANY OTHER THIRD PARTY BENEFICIARY REPRESENT OR WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT LOSS OF CONTENT, DATA OR INFORMATION. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT TRANSMISSIONS RELATED TO THE BMW ASSIST SERVICES AND/OR OVER THE WIRELESS SERVICE MAY NOT BE SECURE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY DATA, MATERIAL OR INFORMATION OF ANY KIND WHATSOEVER UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BMW ASSIST SERVICES AND THE WIRELESS SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS OF SUCH DATA, MATERIAL OR INFORMATION DURING, OR THAT RESULTS FROM, YOUR USE OF THE BMW ASSIST SERVICES AND/OR WIRELESS SERVICE INCLUDING, BUT NOT LIMITED TO, YOUR SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR INFORMATION. NEITHER BMW, THE SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER, NOR ANY OTHER THIRD PARTY BENEFICIARY SHALL BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE BMW ASSIST SERVICES OR THE WIRELESS SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES OR ANY FAILURE OR FAULT RELATING TO EQUIPMENT OR SERVICES PROVIDED TO YOU.

15. Limitations of Liability.

a. The BMW Assist Services are provided to you merely as a convenience and are not intended as a substitute for insurance. The amount of fees for BMW Assist Services are not related to the value of your vehicle or its contents or to the potential cost of any injury or loss suffered by you or anyone else. You should obtain and maintain adequate insurance covering such injuries and losses. YOU AGREE TO RELEASE BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER AND ALL OTHER THIRD PARTY BENEFICIARIES FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE BMW ASSIST SERVICES, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE BMW ASSIST SERVICES, EVEN IF CAUSED BY THE NEGLIGENCE OF BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER, ANY THIRD PARTY BENEFICIARY, OR THE ERRORS ORMALFUNCTION OF THE BMW ASSIST UNIT. YOU AGREE TO INDEMNIFY BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER, AND ALL OTHER THIRD PARTY BENEFICIARIES AGAINST ALL SUCH CLAIMS, LIABILITIES AND LOSSES BROUGHT BY THIRD PARTIES. YOU FURTHER AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU AND THAT YOUR INSURANCE COMPANY WILL HAVE ANY RIGHT OF SUBROGATION. YOU ALSO AGREE TO

INDEMNIFY BMW AND ITS SERVICE PROVIDERS AGAINST ALL CLAIMS, LIABILITIES ANDLOSSES RELATED TO OR CAUSED IN WHOLE OR IN PART BY YOUR FAILURE TO NOTIFY US IF YOU CHANGE YOUR PHONE NUMBER, INCLUDING BUT NOT LIMITED TO ALL CLAIMS, EXPENSES, AND DAMAGES RELATED TO OR ARISING UNDER THE TELEPHONE CONSUMER PROTECTION ACT.

b. NEITHER BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER NOR ANY THIRD PARTY BENEFICIARY WILL BE LIABLE TO YOU OR ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) IN CONNECTION WITH THE BMW ASSIST SERVICES OR THE BMW ASSIST UNIT, EVEN IF BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER OR THE OTHER THIRD PARTY BENEFICIARY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS IN CONTRACT AND TORT (SUCH AS NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY LAW.

c. IF BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER OR ANY OTHER THIRD PARTY BENEFICIARY IS FOUND LIABLE TO YOU FOR ANY REASON, YOU AGREE THAT THE AGGREGATE LIABILITY OF ALL THESE PARTIES TO YOU FOR ANY CLAIM IS LIMITED TO THE TOTAL AMOUNT PAID BY YOU FOR THE BMW ASSIST SERVICES DURING THE 12 MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT NEITHER BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER NOR ANY OTHER THIRD PARTY BENEFICIARY WOULD HAVE AGREED TO PROVIDE THE BMW ASSIST SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER AND ANY OTHER THIRD PARTY BENEFICIARIES TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. IN THE EVENT YOU WISH TO OBTAIN A GREATER AMOUNT ON THIS LIMITATION, YOU HAVE THE OPTION TO PURCHASE SUCH GREATER AMOUNT BY PAYING AN ADDITIONAL MONTHLY AMOUNT AND A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL CHARGE AND ADDITIONAL AMOUNT OF THE LIMITATION OF LIABILITY EXCEPT WHERE PROHIBITED BY LAW, YOU MAY NOT BRING ANY CLAIM AGAINST BMW, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER OR ANY OTHER THIRD PARTY BENEFICIARY MORE THAN ONE YEAR AFTER THE CLAIM ARISES.

16. Arbitration.

a. Our customer service department is available to address any concerns you may have regarding the BMW Assist Services. You may call us at (888) 333-6118, e-mail us at customercare@bmwassist.com, or send us regular mail at the address listed in Section 20 of this Agreement. Most matters are quickly resolved to our Customer's satisfaction.

b. ANY MATTER WE ARE UNABLE TO RESOLVE AND ANYCONTROVERSY, DISPUTE, OR CLAIM, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR OTHER LEGAL OR EQUITABLE THEORY (INCLUDING BUT NOT LIMITED TO ANY CLAIM OF FRAUD, MISREPRESENTATION, OR FRAUDULENT INDUCEMENT) ARISING OUT OF OR RELATING TO THIS AGREEMENT, TO ANY BREACH HEREOF, OR TO ANY TORTIOUS, CONDUCT OCCURING, WHETHER BY ACTION OR INACTION, IN THE PERFORMANCE OF OR FAILURE TO PERFORM ANY OBLIGATION HEREUNDER, YOU AGREE THAT THE MATTER SHALL BE SETTLED BY INDEPENDENT BINDING ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, AS MODIFIED BY THIS AGREEMENT, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE AND JURY IN AN ARBITRATION PROCEEDING. NO ARBITRATOR HAS AUTHORITY TO AWARD RELIEF IN EXCESS OF WHAT THIS AGREEMENT PROVIDES. IN THE EVENT THE FOREGOING ARBITRATION REQUIREMENTS DO NOT APPLY, YOU WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY AND A JUDGE WILL DECIDE ANY AND ALL DISPUTES. NOTWITHSTANDING THE ABOVE, EITHER PARTY MAY SEEK FROM ANY COURT HAVING JURISDICTION HEREOF, ANY INTERIM, PROVISIONAL OR INJUNCTIVE RELIEF THAT MAY BE NECESSARY TO PROTECT THE RIGHTS OR PROPERTY OF ANY PARTY OR TO MAINTAIN THE STATUS QUO BEFORE, DURING OR AFTER THE PENDENCY OF THE ARBITRATION. THE INSTITUTION AND MAINTENANCE OF ANY JUDICIAL ACTION OR PROCEEDING FOR ANY SUCH INTERIM, PROVISIONAL OR INJUNCTIVE RELIEF SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF EITHER PARTY TO SUBMIT THE DISPUTE TO ARBITRATION.

c. ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.

17. **Privacy Terms.**

a. In conjunction with providing the BMW Assist Services, BMW may collect and retain an electronic or other record of the following information: your vehicle's description, location, direction of travel, service data such as, diagnostic trouble codes, tire pressure, fuel and odometer readings; incident data, such as information about collisions, the direction from which your car was hit, which airbags have deployed and safety belt usage, information about anyone making a BMW Assist call from your vehicle or under your account; and the date, time and duration of the call, information and recommendations provided to you during the call and any BMW Assist response specialist notes written during a call. We may also record, monitor or track your vehicle's location or other information when a) you or other occupants in your vehicle request BMW Assist Services; b) your airbag deploys or a severe impact occurs; c) your vehicle is equipped to provide stolen vehicle recovery and you report your vehicle as stolen or d) as required by law. Your BMW vehicle may also be equipped with one or more sensing or diagnostic modules capable of automatically retrieving, recording, transmitting, or storing certain vehicle data, such as battery voltage and coolant temperature, and service requirements.

b. We use the information we collect from you to deliver the BMW Assist Services to you, manage your BMW Assist account, improve occupant and vehicle safety, prevent fraud or misuse of the BMW Assist services, analysis and research purposes, improve your service experience at BMW centers and enhance your overall ownership experience. We will not sell, trade, or rent your information to others. We have physical, electronic and procedural safeguards in place to protect against the loss, misuse, and alteration of the information under our control.

c. We will share certain information that we collect with our service providers, such as: the call centers, the wireless carrier, roadside assistance, emergency and concierge service providers, BMW centers, members of the BMW Group and other entities that assist with delivery the BMW Assist Services. We may also share information as necessary with third parties for analysis and research purposes. Service providers or third parties that we share information with, are contractually obligated to keep information we share with them confidential and use the information only as we specify. We may also disclose information to individuals designated by you to be contacted in an emergency. By providing emergency contact information for those individuals you select as emergency contacts, you are obtaining authorization for BMW to contact these individuals for the purpose of being called if such an emergency exists. When required, we may release

information, including location data, to comply with the law, in legal proceedings, to respond to subpoenas or court orders, in cooperation with law enforcement agencies, and to enforce the terms of this Agreement. d. For quality assurance purposes, calls to service providers may be monitored and/or recorded. YOU CONSENT TO SUCH MONITORING AND RECORDING AND YOU RELEASE BMW AND ITS SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS. When stolen vehicle recovery services is properly initiated, a BMW Assist Response Specialist will attempt to determine the location of the vehicle without the occupant's knowledge, in order to assist in recovering the vehicle. YOU RELEASE BMW AND ITS SERVICE PROVIDERS, INCLUDING THE UNDERLYING WIRELESS CARRIER, FROM ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE DISCLOSURE OF INFORMATION UNDER THOSE CIRCUMSTANCES.

d. When using the Concierge Service, our concierge service provider may disclose information that you provide to them, to other third party service providers, in order to provide the products and services that you request. The BMW Assist Privacy Policy will not apply to those providers.

f. YOU CONSENT TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE OUR SERVICE PROVIDERS TO DELIVER THE BMW ASSIST SERVICES TO YOU AND OCCUPANTS IN YOUR VEHICLE. YOU ALSO CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION AND RELEASE BMW AND ITS SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION, USE AND DISCLOSURE OF INFORMATION AS SPECIFED HEREIN.

g. The BMW Assist Privacy Policy governs our use, disclosure and protection of the personal information that we collect about you. We may change the BMW Assist Privacy Policy at any time. Access the current Policy at www.bmwusa.com, or request a copy via e-mail from customercare@bmwassist.com, or by calling BMW Assist Customer Care, toll free at (888) 333-6118. Comments or inquiries about our Privacy Policy should be directed to BMW Customer Relations and Services at (800) 831-1117, prompt "Customer Service Vehicle", by e-mail at privacy@bmwusa.com or by writing to BMW of North America LLC, Customer Relations and Services, P.O. Box 1227, Westwood NJ 07675-1227.

h. You may review, modify, correct, or update the information you provided upon activation of the BMW Assist Services at any time by calling (888) 333-6118 or by sending an email to customercare@bmwassist.com.

18. Export Compliance. You will comply worldwide with all laws and regulations applicable to the BMW Assist Services. You may not use, export, re-export, import, sell or transfer any aspect of the BMW Assist Services except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, no aspect of the BMW Assist Services may be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the BMW Assist Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services for any purposes prohibited by United States law, including the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

19. Security on Wireless Network. The BMW Assist Services employ wireless telephone networks that use radio channels to transmit voice and data. Therefore, neither the privacy nor security of conversations or data over the wireless telephone networks can be guaranteed.

20. General Legal Matters. A waiver of any part of this agreement in one instance will not be a waiver of any other part or any other instance. All notices must be given in writing. Notices to you will be deemed given if deposited in the U.S. mail, postage prepaid, addressed to you at the last known address as shown on our records or if delivered to you by electronic mail (email) to the last known email address as shown on our records. Notices to our service provider shall be deemed given when received at P.O. Box 100035 Fort Lauderdale, FL 33310, attn: BMW Assist Customer Care. Notices to BMW shall be deemed given when received at 300 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07677 attn: Customer Relations. We may assign this agreement in whole or in part without notifying you. If any portion of this agreement is held to be invalid or unenforceable by a court, the balance of the agreement will continue to be valid and enforceable. This agreement is governed by New Jersey law. This agreement, including disclaimer of warranties and limitations of liability, will be enforceable against your heirs, successors and assigns. This agreement and the documents to which it refers form the entire agreement between us on these subjects. You cannot rely on any other documents or statements on those subjects. This agreement is not for the benefit of any third party except as expressly provided above. You cannot assign this agreement.

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