

Advanced Car Eye 2.0 Application Terms of Use

I. Scope of application

1. These terms of use shall apply to the download, installation and use of the Advanced Car Eye application (hereinafter known as the App) published by Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, headquarters and commercial register: Munich HRB 42243 (hereinafter referred to as "BMW" or "Publisher").

2. We ask you, the user (hereinafter for simplification and regardless of sex, all users shall be referred to as the "User" (masculine)) to confirm when you installed the App that you have read, understood and accepted these terms of use. If you do not accept these terms of use, you may not use the App.

3. The App will only work in conjunction with the BMW/MINI Advanced Car Eye 2 product (hereinafter known as "ACE") and may also only be used on the basis of and as described in the instructions for use and operating manual for this product.

4. The distribution of media data outside the App to third parties or other services (for example the User's private cloud) shall take place at the User's responsibility and on the basis of the current laws of the country in which the product is used.

II. Scope of use of the App

1. As a driver, you are responsible for road safety. Do not use the system or the App while driving or with the engine running. A lack of attention in traffic may lead to severe or fatal accidents and material damage. You are fully responsible and bear the risks when using this system.

2. The App has been developed with the greatest of care. Nevertheless, BMW accepts no liability for the accuracy and timeliness of the data and information provided and transferred by the App. Liability for fraudulent concealment of a defect, the assumption of a guarantee or a procurement risk and pursuant to the Product Liability Law remains unaffected. Limitations to liability will not apply in case of intent, gross negligence or injury to life, body or health.

3. The App enables access to the ACE system installed in the car. This comprises front and rear cameras as well as an SD card.

4. Media data from the ACE system can be loaded and used on one's smartphone via the App.

5. The App and the ACE system communicate by Wi-Fi. Please refer to the operating manual and terms of use of your device on which the App is installed to establish the Wi-Fi connection.

6. The use of the App enables the User to switch on and off and control the ACE system, record media data using the system or download media data from the ACE system to the User's device and to locate the car. Please refer to the operating manual for the product for further details of using the ACE system and handling it correctly.

III. App download, installation and compatibility

1. You can download the App directly from the Apple App Store, Google Play Store or Tencent App Store. Please refer to the current app and download information in the relevant stores.
2. Before installing the App, make sure that it will run on your device. The App is compatible with Android devices from version 7 and iOS devices from version 11. An internet connection must be established for the download.

IV. Installation and first use of the App

1. Before first use, the App must be connected to the ACE system. The App provides the access data and leads you through the connection process.
2. After completing the initial registration process, the SSID and password data must be changed and kept securely. You can adjust your log-in data at a later time. Ensure that you choose and adequately secure password (at least 8 characters, using letters, numbers and special characters) and do not disclose it to anybody else.
3. This means that once you have logged in, no fresh authorization is required to use the system. Your device should therefore be secured with a password to prevent the data being used by unauthorized persons.

V. App costs

The App is supplied free of charge.

VI. Consent to future updated terms of use

1. In the event of future software versions of the App which result in an update to these terms of use, you must grant consent to these updated terms of use. Otherwise the App can no longer be used.
2. The updated terms of use shall be supplied to you when the software is released and shall also be available on the website at <http://www.noritel.de/leistungen/fahrerassistenz/>.

VII. Support

If you require support, please contact: support@ace20.de

VIII. Usage authorization, granting of licence

1. The Publisher is the sole authorized user of the App.
2. The Publisher shall grant non-transferable, personal, non-exclusive and revocable utility rights and shall grant him a licence to download and use the App as described in these terms of use as long as the use of the ACE system and/or the App does not break local laws.
3. It is not permitted to copy, amend, re-engineer, decompile, disassemble or remove copyright information from the software.
4. Software, text, images, graphics and animations and their arrangement in the app are protected by copyright and other property rights. They may not be copied, disseminated, modified or made accessible to third parties for commercial purposes. Unless otherwise indicated, all trademarks in this app are protected under trademark law in favour of BMW AG. This particularly applies to brands, type descriptions, logos and emblems. The intellectual property contained in the app, such as trademarks and copyrights, is protected. No licence to use the intellectual property is hereby granted.

IX. Responsibility

1. You shall bear sole responsibility for all action relating to the App and the ACE system and must only use the App in compliance with all the laws in force at the place of use of the ACE system.
2. You shall be responsible for familiarising himself with local statutory regulations and requirements for using the App and the ACE system.
3. If the current laws in the country of use mean that it is illegal to use the ACE system with the App or this use is subject to restrictions, you must not use the product or may only do so on the basis of these national restrictions.
4. You shall provide the assurance that during use you are not infringing any third-party rights and have received all the required licenses, consents and rights required for using the App.
5. You shall provide the assurance that you have not created, saved, processed, distributed (published or disclosed to third parties) any records which infringe the intellectual property, the private sphere, personality and other rights of third parties, data protection or the rights of the public or which relate to copyright, trademark or patents matters.
6. You shall bear sole responsibility for notifying third parties about records if this is required under national legislation or to respect the rights of those involved or other third parties.
7. The use of a so-called dash cam in traffic, in public and/or the collection, storage and evaluation of the media data is illegal in some countries. You must find out before using the ACE system whether it is permitted to use it in the country in which you wish to. Any infringement of the rights of third parties or national laws may result in legal consequences, for example misdemeanour prosecutions,

criminal prosecutions, fines and compensation claims.

8. You are responsible for complying with the duty to delete personal data required by local data protection regulations. Personal data are data which provide information and may provide clues as to the identity of certain private individuals, such as photographs, videos, name, age, sex, address, etc.

9. The Publisher shall be indemnified from all claims and/or damages resulting from the incorrect, illicit or illegal use of the App and breaches of the laws in force at the place of use. You undertake to indemnify the Publisher from all claims resulting from infringements of third party rights, data protection laws or other laws due to his use of the App.

X. Miscellaneous

The invalidity or voidance of parts of these terms of use shall not affect the validity of the other provisions. If a provision of these terms of use is regarded as illegal or unenforceable, it shall be replaced by an enforceable provision which comes as close as possible to the intention of the original provision. The same shall apply in the event that the provisions contain a loophole.

BMW reserves the right to amend its data protection information and terms of use at any time with effect for the future in the event of changes to the legal situation, the functionalities of the App or a service provider. The latest version of this document can be found in your App under the menu item "Information". Please look at this menu point at regular intervals so that you keep up to date with the current data protection information.