

# MINI

## Terms & Conditions

### MINI Connected

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#### 1. MINI Digital Services and MINI Connected Contract

1.1 BMW (Thailand) Co., Ltd. , 1875, 17th Floor, One Bangkok Tower 3, Rama 4 Road, Lumpini, Pathumwan, Bangkok 10330 (hereinafter "MINI") provides the customer with vehicle related information, auxiliary services, and the temporary or permanent activation of additional functions (hereinafter altogether "Services") under the name "MINI Connected" in accordance with these General Terms and Conditions of Business and Use (hereinafter "Terms and Conditions" which is integral part of the Contract as defined herein).

1.2 In order to make Services available to the customer, the commencement of a MINI Connected contract ("**MINI Connected contract**" or "**Contract**") between the customer and MINI is required. The MINI Connected contract constitutes the framework agreement between MINI and the customer and provides access to the MINI digital base Services (standard equipment) (hereinafter "**Base Services**") as set out in the equipment list of the respective MINI vehicle (hereinafter "**Vehicle**") for the customer without any additional payment obligation.

**Additional Services** under the MINI Connected contract can be booked (depending on the selected Vehicle equipment) when purchasing the Vehicle or subsequently via the MINI Connected online store or the MINI Connected in-vehicle store (hereinafter jointly "**MINI Store**"). For the subsequent purchase, it is necessary to create a MINI ID within the MINI Connected customer portal ("**My MINI Portal**") and to map the respective Vehicle to this MINI ID (for further information see section "**My MINI Portal and MINI Store**").

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1.3 In addition to the MINI store, customers with an active MINI Connected Package have access to a third-party app store (hereinafter "**3rd Party Store**") featuring certain content provided not by MINI, but by third party developers or licensors (hereinafter "**Content Providers**"). The 3rd Party Store is featured in the same user interface as the in-vehicle store (see section 1.2), the 3rd Party Store content being available in the tab "All Categories" and the MINI Store content in the tab "MINI Connected Upgrades". In addition, the customer may access the 3rd Party Store via the MINI App. The customer's rights and obligations with regards to the 3rd Party Store are further set out under section "3rd Party Store".

1.4 If the customer orders a Vehicle from its seller (MINI authorized dealer or MINI subsidiary) with the standard or optional equipment required for a specific Service, the seller delivers at the same time a MINI offer to commence a MINI Connected contract for the use of Services for the customer to accept.

a) If any Service is part of the standard equipment of the new Vehicle, the MINI Connected contract between the customer and MINI comes into effect at the same time as the purchase contract for the new Vehicle between the customer and the seller.

b) If all Services are exclusively part of the optional equipment of the new Vehicle, the MINI Connected contract between the customer and MINI comes into effect when the first Service is activated by MINI after the first registration of the new Vehicle.

- 1.5 The customer receives a declaration of acceptance for the Services booked with the Vehicle purchase in addition to the order confirmation. The customer receives a separate declaration of acceptance for the Services booked in the MINI Store. If the customer does not receive an express declaration of acceptance, acceptance is granted by activation of the respective Service.
- 1.6 The customer may have the SIM card installed in the Vehicle deactivated at any time by an authorized MINI dealer, a MINI subsidiary or an authorized MINI workshop. The deactivation of the SIM card disables all Services, except legally required functions and transmission of data only (as specified below).
- a) If the customer requests such deactivation of the SIM card before the new Vehicle is handed over, this is recognized as withdrawal from the commenced MINI Connected contract.
  - b) In Vehicles equipped with functions that are part of the Vehicle's type approval and therefore legally required under applicable laws of respective countries, e.g. the European Emergency Call ("EU eCall") or the provisioning of relevant electronic map data, the SIM card cannot be deactivated completely. This does not affect an effected withdrawal from the MINI Connected contract. If the customer requests the deactivation of the SIM card after the new Vehicle is handed over, the termination of the MINI Connected contract and its Services is determined by the section "Duration and Termination of the MINI Connected contract and its Services".
  - c) The deactivation of the SIM card does not automatically disable the functionality of already activated functions as described in the second subsection of the section "Description and availability of the services". If a part of such function requires an online data connection, this part will no longer be available after deactivation of the SIM card.
- 1.7 For a right of revocation as a consumer please see section "Right of revocation for consumers".

## **2. My MINI Portal and MINI Store**

- 2.1 MINI provides the customer with the My MINI Portal and the MINI Store in accordance with these Terms and Conditions.
- 2.2 The use of the My MINI Portal and the MINI Store requires the creation of a MINI ID by the customer.
- 2.3 Via the My MINI Portal, the customer can view the status of the Services activated for its Vehicle and manage them. For this purpose, it is necessary to link the customer's MINI ID to the respective Vehicle by transmitting the vehicle identification number and individually selectable identification features to MINI via the My MINI Portal.
- 2.4 The purchase or the extension of Services in the MINI Store requires the existence of a MINI Connected contract, the registration of the customer in the My MINI Portal, a link between its respective Vehicle and its MINI ID, and the provision of address and payment data.

## **3. 3rd Party Store**

- 3.1 The 3rd Party Store is provided to the customer by MINI and allows the customer to browse, search, purchase, install, update and uninstall apps not developed by MINI but by third parties (hereinafter "Content").
- 3.2 In order to access the 3rd Party Store, the customer requires:
- a) an active MINI Connected Package
  - b) a MINI ID user account (hereinafter "Account");
  - c) all mandatory updates to have been installed;
  - d) in some instances, a live internet connection using the on-board vehicle SIM card, and

- e) systems and hardware that meet the minimum system requirements needed to run the 3rd Party Store effectively and securely from time to time and referred to as the “Minimum System Requirements”; the Minimum System Requirements are currently: MINI Operating System 9.

3.3 Offer and commencement of contract when booking Content via the 3rd Party Store

- a) Content Providers bindingly offer to the customer a variety of different Content via the 3rd Party Store.
- b) Details of the Content in question and its terms and conditions are specified in the respective Content offering. Stated prices are EURO prices including value added tax.
- c) The binding booking of Content comes into effect as soon as the customer clicks on the final checkout button (at the price indicated, if applicable).

3.4 In the event that:

- a) the customer no longer has an active MINI Connected Package, access to the 3rd Party Store as well as to any installed Content and related data will be revoked;
- b) the customer’s vehicle no longer meets the Minimum System Requirements, MINI reserves the right to revoke access to the 3rd Party Store;
- c) a mandatory update has not been installed, MINI reserves the right to suspend access to the 3rd Party Store until the update has been installed.

3.5 In each case contemplated by 3.4, data relating to Content may still be available from the relevant Content Provider (whether directly or via a different device) and the customers shall make use of available back up functions in the Content regarding any data used in connection with the Content, to protect themselves in case of problems with the 3rd Party Store or Content.

3.6 The Content made available in the 3rd Party Store is developed and provided by Content Providers. The 3rd Party Store and Content are provided for information and entertainment purposes.

3.7 The customers’ use of the Content will be subject to separate terms between the customers and the Content Providers to which MINI is not party. Content Providers are solely responsible for the content of, terms and conditions for, and warranties given in respect of, any Content and MINI is not responsible for, has not checked or approved and does not endorse any Content made available through the 3rd Party Store.

3.8 The 3rd Party Store which MINI provides may change from time to time without prior notice to the customer. The 3rd Party Store or Content may need to be updated, for example, for security updates, bug fixes, enhanced functions, missing plug-ins, and new versions (hereinafter collectively “Updates”). Such Updates may be necessary to use the 3rd Party Store or to access, download, or use Content. In principle, the customer will generally be able to install such Updates at the customer’s convenience unless the customer’s Update Settings in the 3rd Party Store permit automatic Updates. However, if it is determined that a certain Update is necessary to fix a critical security vulnerability related to the 3rd Party Store or Content, the Update may be completed irrespective of the customer’s Update settings in the 3rd Party Store or in-vehicle infotainment settings. In addition, MINI may, at its sole discretion and without prior notice, make changes to the available Content offering as well as remotely deactivate or update installed Content for security or legal reasons.

3.9 Property and title for all the rights of intellectual property, including the rights for the software, codes, copyrights, trademarks, and commercial secrets in and to the 3rd Party Store and/or Content, are and shall remain the property of MINI and/or the Content Providers. The customer shall be granted a non-exclusive right, solely (as expressly permitted in these Terms and Conditions to store, access, view, use, and display copies of the applicable Content for the customer’s personal, non-commercial use only). All rights, title and interest in the 3rd Party Store and Content not expressly granted to the customer in these Terms are reserved.

### 3.10 The customer must not

- a) access (or attempt to access) the 3rd Party Store by any means other than through the interface that is provided by MINI, in particular not through any automated means;
- b) use the 3rd Party Store or Content in any unlawful manner, for any unlawful purpose, to attempt to access Content or software that is not available in the customer's jurisdiction, to transmit any material that is defamatory, offensive or otherwise objectionable, or in any manner inconsistent with these Terms and Conditions;
- c) act fraudulently or maliciously in connection with the 3rd Party Store or Content, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the 3rd Party Store or any operating system;
- d) engage in any activity that interferes with or disrupts, or may interfere with or disrupt, the 3rd Party Store, or the servers and networks which are connected to the 3rd Party Store;
- e) copy, translate, disassemble, decompile, attempt to reverse-engineer or otherwise create the source code and/or objects or tools included in the 3rd Party Store and/or Content or the 3rd Party Store or the Content itself;
- f) remove any kind of confidentiality or property warning.
- g) sell, resell, lease, redistribute, sublicense, transfer, assign or rent the 3rd Party Store and/or Content; and/or
- h) interfere with or disrupt the integrity or performance of the 3rd Party Store.

3.11 If the customer is in breach of the obligations under 3.10, MINI may, at its sole discretion and notwithstanding any statutory rights, terminate and/or disable the customer's access to the 3rd Party Store, MINI ID or any data or other Content that is stored with the customer's Account without any prior notice. MINI is not liable to the customer or any third party if it exercises such rights.

### 3.12 Points of Contact

Pursuant to Articles 11 and 12 of the Regulation (EU) 2022/2065 (hereinafter "DSA"), the mailing list [appstore-dsa@list.bmw.com](mailto:appstore-dsa@list.bmw.com) has been designated as MINI's point of contact for communications with Member State authorities, the European Commission, the European Board for Digital Services, as well as the users of the 3rd Party Store for complaint lodging and complaint handling. Such communication from Member State authorities, the European Commission and the European Board for Digital Services should always be in English.

### 3.13 Out-of-court Dispute Settlement

Users of the 3rd Party Store (including individuals or entities which have submitted notices) addressed by the following decisions can select any out-of-court dispute settlement body that has been certified in accordance with Article 21 of the DSA in order to resolve disputes relating to those decisions, including complaints that have not been resolved by means of the MINI internal complaint-handling system:

- decisions whether or not to remove or disable access to or restrict visibility of information;
- decisions whether or not to suspend or terminate the provision of the service, in whole or in part, to the recipients;
- decisions whether or not to suspend or terminate the recipients' Account;
- decisions whether or not to suspend, terminate or otherwise restrict the ability to monetize information provided by the recipients.

### 3.14 Content Moderation

The Content is subject to prior, as well as continuous, procedures and measures of validation in order to ensure that it's up to MINI's standards in terms of customer experience, safety, performance, and design. These

procedures are conducted jointly with MINI's partners, utilizing a mix of automated tools and human review, resulting in a consolidated report attesting to Content quality standards. The report combined with additional data available within MINI such as central strategy and market directives, customer studies, and industry benchmarks, will ultimately form the decision by human review whether or not to include and keep certain Content in the 3rd Party Store.

### 3.15 Measures and Protection Against Misuse

Following reports or otherwise identified cases of Content misuse, MINI will determine whether the provision of certain Content should be suspended. Misuse will be assessed jointly with MINI's Content partners and will be primarily based on criteria such as whether the Content provided was illegal. Any suspension decision will be registered in an internal list to monitor serial offenders and published in the next Transparency Report. Content partners will be informed of the outcome, as well as of the duration and other applicable terms (e. g. specific regions), prior to a suspension. The duration will be determined according to the number of repeated offenses:

- 1 offense: 1 month;
- 2 offenses: 6 months;
- 3 offenses: permanent suspension.

### 3.16 Recommender system transparency

In accordance with Article 27 of the DSA regarding transparency over recommender systems and relative ordering of displayed Content, the following applies to the 3rd Party Store:

- a) The Highlights section may display some Content as "Featured Apps". These are an editors' choice subset of the Content, selected independently by MINI following an assessment for a superior customer experience and without any kind of commercial remuneration. From this subset, a random selection will be made available each time the 3rd Party Store is launched on each lifecycle.
- b) In every section where Content is displayed, including the above item, the default and only sorting algorithm is alphabetical (A-Z). The only exception may be in the search results section, where the relative order is based only on the proximity to the search query.

3.17 The provisions of 4.4 through 4.7 and 6.5 shall apply analogously to Content.

## 4. Description and availability of the Services

4.1 The scope of the individual Services, their terms and availability are described in detail during the booking process and as an appendix to these Terms and Conditions (hereinafter "Service Descriptions"). MINI also offers some Services bundled in form of subscriptions. The costs of the Services are shown by MINI during the booking process either for an individual Service or for several Services bundled together.

4.2 As far as a Service needs a temporary or permanent activation of an additional function, the customer will be provided with a code to activate the respective functionality only. The operation of such functionality requires the correct operation of certain hardware and software in the Vehicle, which is not subject of such a Service.

4.3 Depending on the Vehicle generation, it may be necessary to log in to the Vehicle with the MINI ID for the full range of functions of certain Services; details on this are specified in the respective Service Descriptions as current at the time of purchase of such Service.

4.4 The Services are provided via an online data connection enabled by a SIM card installed in the Vehicle and are dependent on the functionality and operation of the mobile network for the installed SIM card. Some Services

require an online data connection permanently, other Services only temporarily (e.g. for transmission of an activation code). The Services are therefore in some cases spatially limited to the reception and transmission of the radio stations for the respective network. The Services can therefore also be affected by physical hindrances, in particular by atmospheric conditions, topographical features, the position of the Vehicle and obstacles such as bridges and buildings. MINI may, at its reasonable discretion, change the mobile network operator for the installed SIM card via online provisioning of the necessary configurations.

4.5 Disruptions to the Services may result from force majeure including strikes, lockouts, and official orders, as well as from technical and other measures that are necessary, including but not limited to, at the facilities of MINI, the suppliers of traffic data or the network operators for proper operation or improvement of the Services (e.g., maintenance, repair, system-related software updates, or extensions). Service disruptions may also result from short-term capacity bottlenecks due to peak loads on the Services or from disruptions in the area of third-party telecommunications systems, as well as permanent changes in the telecommunication networks and systems (including network sunsets). To the extent the relevant fault is within MINI's control, MINI shall make all reasonable efforts to remedy such faults and any faults caused by malfunctions of the software relevant for the Service stored in the customer's Vehicle (so-called bugs) or to work towards their elimination without undue delay. In the event of a service suspension or deterioration that's attributable to MINI, the customer may request from MINI a refund for the specific service on a pro rata temporis basis. In the event of a service suspension or deterioration that's not attributable to MINI, MINI shall not be liable. In order to rectify faults in a Service, MINI is entitled to make adjustments (e.g. configuration adjustments to the software) by remote access to the Vehicle software (hereinafter "Remote Action"), provided that all of the following conditions are met:

- a) The rectification of the fault has no negative effect on the operational safety of the customer's Vehicle;
- b) It is to be expected that the Remote Action will permanently remedy the malfunction for the customer's Vehicle;
- c) The changes made by the Remote Action are limited to the correction of the fault (although after the correction of faults there may be automatic updates as to be carried out previously in a fault-free state); and
- d) It is expected that the Remote Action will not cause undue impairments to the customer (e.g. longer-term failures of more than 10 (ten) minutes per attempt of a Remote Action, disruptions of other Services, even short-term failures of other vehicle functions, or to loss of personal settings or data of the customer).

4.6 Subject to the conditions set out in the previous subsection, MINI is also entitled to carry out Remote Actions to comply with statutory provisions, to eliminate malfunctions of software stored in the Vehicle and to remedy security loopholes.

4.7 If a Remote Action is not feasible for technical reasons, in particular due to insufficient mobile data connection or due to temporary vehicle conditions (e.g. vehicle conditions that are not suitable for the respective Remote Action, such as parking/living/driving; locking/unlocking the Vehicle during the Remote Action; starting an eCall), MINI is entitled to repeat the Remote Action.

4.8 MINI may indicate to the customer via the Vehicle's central information display the availability of Remote Software Upgrades (provision of software updates over the air) which require that the customer confirms the installation of the upgrade via the Central Information Display. Certain Services may not be functional or limited in their functionality until the customer installs the indicated Remote Software Upgrade. Information about the respective upgrades is provided to the customer as part of the notification of its availability.

## 5. Use of the Services and information protection

5.1 The customer may not

- a) pass on its login information (including its MINI ID) to third parties;
- b) use the Services for illegal purposes and will ensure that third parties do not do so either.

- 5.2 The customer is only entitled to pass on the data and information (including but not limited to trade secrets of MINI, any person that is directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, MINI (hereinafter “MINI Affiliates”), suppliers and development partners) received within the use of the Services to third parties for commercial purposes or to process them further to the extent permitted by applicable laws.
- 5.3 The customer may not use the Services for illegal purposes and will ensure that third parties do not do so either. The customer is not entitled to pass on the data and information received within the use of the Services to third parties for commercial purposes or to process them further.
- 5.4 The customer bears the costs of misuse of Services (e.g. the emergency call).
- 5.5 The MINI Connected contract between MINI and the customer as well as the Services booked by the customer are vehicle-bound and cannot be transferred to or used in another vehicle.

## **6. Booking additional Services via the MINI Store**

- 6.1 The customer can order further MINI Connected Services in addition to the Base Services either directly with the purchase of the new Vehicle or subsequently via the MINI Store. The offer of the MINI Store is aimed at customers in Thailand.
- 6.2 Offer and commencement of contract when booking Services via the MINI Store
- a) The customer must be registered with the My MINI Portal.
  - b) MINI bindingly offers the customer various Services via the MINI Store.
  - c) Details of the Service in question are specified in the respective Service Description, details concerning its price and duration are shown in the MINI Store.
  - d) The binding booking of a Service comes into effect as soon as the customer clicks on the final checkout button (at the price indicated, if applicable).

For a right of revocation as a consumer please see section “Right of revocation for consumers”.

- 6.3 Compliance and sanction lists  
MINI may refuse a booking in the event of the customer being subject to sanctions (for further information and consequences see section “Duration and Termination of the MINI Connected contract and Services”).
- 6.4 Provision and activation of Services  
After the Service is booked, a provisioning file is sent via data connection to the Vehicle and the Service is activated. The process cannot be executed if the data connection is interrupted. In such a case, the provision of the Service shall be delayed accordingly until the transmission to the Vehicle can be carried out.
- 6.5 Payment
- a) The stated prices are THB prices including value added tax.
  - b) The customer is in default of payment if its has not paid within 30 (thirty) days of the invoice date.
  - c) In the event of late payment by the customer, MINI shall be entitled to suspend or discontinue the provision of the affected Services and to deactivate the customer's access authorization to the affected Services until the customer has fulfilled its payment obligation.
  - d) The customer may only offset against claims by MINI if the customer's counterclaim is undisputed or has been legally established. This does not apply to a counterclaim based on intent. The customer may only assert a right of retention if this is based on claims arising from the contractual relationship with MINI.

## **7. Transfer of ownership or right to use; further users**

- 7.1 The customer may not transfer its existing MINI Connected contract to a third party without the consent of MINI, even if the customer sells or permanently transfers its Vehicle to a third party.
- 7.2 If the customer contractually transfers (i) ownership of the Vehicle or (ii) its temporary right to use the Vehicle to a third party, the customer must end the link between the Vehicle and its Account via the MINI Portal, delete all personal data stored and notify MINI of the transfer.
- 7.3 The customer is obliged to inform the third party to whom its sells or permanently transfers its Vehicle of all active and deactivated Services.

## **8. Duration and Termination of the MINI Connected contract and Services**

- 8.1 The MINI Connected contract shall be commenced for an indefinite duration.  
The customer can ordinarily terminate the MINI Connected contract at any time with a one-month notice period. In this case, all Services with indefinite duration end with the MINI Connected contract.

MINI can ordinarily terminate the MINI Connected contract with a one-month notice period at the earliest 5 (five) years after its commencement. In case of an ordinary termination, the MINI Connected contract remains in force and effect for any ongoing Service with limited duration until the term of the respective Service has lapsed and/or for any Service with an indefinite duration until such can be terminated ordinarily.

- 8.2 Base Services are commenced with an indefinite duration. The duration of any additional Service is determined by the individual contract for the respective Service, either with limited duration with a maximum of 2 (two) years or with indefinite duration with a one-off payment or a monthly payment.
- 8.3 A Service with limited duration ends with the expiry of its term. If offered by MINI, the customer can book such Service for a new term. If the individual contract specifies that a Service with a limited duration is automatically renewed upon the expiry of its term, both the customer and MINI can prevent the renewal by giving notice at least of 1 (one) month before the end of the respective term.
- 8.4 Except with respect to Services set out in the subsequent subsection, a Service with an indefinite duration can be ordinarily terminated with a one-month notice period by the customer at any time and by MINI at the earliest 5 (five) years after its commencement, in each case without any reimbursement.
- 8.5 A Service with an indefinite duration and recurring payments by the customer can be terminated:
- a) either by the customer or MINI, at anytime with effect from the date of the next due payment;
  - b) immediately by MINI if a customer has not fulfilled a due payment obligation due to the expiry of their means of payment and MINI had previously notified the customer of the upcoming expiry and its consequences at least [four weeks] in advance; the fifth subsection of the section "Booking additional Services via the MINI Store" shall remain unaffected.
  - c) except in the cases contemplated by b) above, by MINI in accordance with applicable laws if a customer has not fulfilled their due payment obligation.
- 8.6 If the Vehicle is sold or passed on to a third party, the customer can terminate a Service with limited duration with a six-week notice period without any reimbursement by MINI.
- 8.7 Services can be deactivated by the customer at any time by having the SIM card deactivated, thereby suspending the obligation of MINI to provide affected Services without any reimbursement for the time of such deactivation. This does not apply to legally required functions or provisioning of data.

- 8.8 MINI may suspend, cancel or terminate Services or the MINI Connected contract as a whole in the event of the customer being or becoming subject to sanctions (any applicable restrictive measures (trade, military, economic or financial sanctions, laws, or embargoes) including lists of specially designated nationals or blocked persons lists mandated, imposed or adopted by the relevant authorities). Such right can only be exercised, if MINI is no longer permitted to provide the respective Services to or to continue the MINI Connected contract with the customer. To the extent the respective Services have already been paid for by the customer, the customer is entitled to claim an adequate refund regarding the unused/cancelled Service provided that MINI has received the approval from the competent authority (to the extent required under the applicable sanctions).
- 8.9 MINI may suspend, restrict or cancel Services in full or in part, temporarily or permanently, if and as long as the customer violates these Terms and Conditions.
- 8.10 The right of extraordinary termination of the MINI Connected contract and any individual Service remains unaffected. For MINI, it shall, in particular, constitute good cause for extraordinary termination if the customer repeatedly or continuously violates these Terms and Conditions.

## **9. Contact**

- 9.1 The MINI customer service can be reached at [minicallcenter@mini.co.th](mailto:minicallcenter@mini.co.th). The MINI Connected hotline is available from Monday to Friday from 08:00 to 18:00 hours under 1397.
- 9.2 MINI is unable to provide support for 3rd Party Store Content. Please refer to the respective contact information provided within the 3rd party application.

## **10. Liability**

- 10.1 If a Service is defective, the customer has the statutory warranty rights applicable to digital products (or, as applicable, goods with digital elements), unless stipulated otherwise.
- 10.2 MINI accepts no liability for the accuracy and topicality of the data and information transmitted via the Services and/or the nature, content or availability of Content transmitted via the 3rd Party Store.
- 10.3 MINI shall not be liable for the consequences of malfunctions, interruptions, and functional impairments of the Services, in particular in the cases of physical hindrances and disruptions of services.
- 10.4 In the event of slight negligence, MINI shall only be liable in the event of a breach of material contractual obligations (cardinal obligations), such as those which the contract is intended to impose on MINI in accordance with its content and purpose or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer regularly relies on and may rely. This liability is limited to the typical damage foreseeable at the time of commencement of the contract.
- 10.5 The personal liability of MINI's legal representatives, vicarious agents and employees for damage caused by them through slight negligence is also limited to the extent described in the preceding section.
- 10.6 Limitations of liability do not apply in the event of intent, gross negligence or injury to life, body or health. In the event, there is defect of vehicle from the manufacturing process and MINI, at its sole discretion, confirmed that the vehicle is in defect and must be serviced by MINI causing the customer to be unable to use the Services, at the customer request, MINI may, at its sole discretion, extend the Services period by the amount of time the vehicle is serviced.

## **11. Data processing and security**

- 11.1 MINI collects, stores and uses personal data and non-personal data of its customers to the extent necessary to provide the respective Service or based on other adequate legal bases (e.g. consent). An overview of each Service including the processed data categories can be found in the respective Service Description (annexed to these Terms and Conditions). Details on the processing of personal data and non-personal data can be viewed in the separate Legal Notices on Data Protection.
- 11.2 The customer must inform MINI immediately of any changes to personal data relating to the contractual relationship and the invoicing of Services.
- 11.3 For some functions, only the customer can decide and control whether and to what extent these are activated and can be used in connection with the Vehicle. Some of these functions may also affect other vehicle users and their data. In this case, the customer must inform the other vehicle users about the processing of their data, e.g. by referring to the Legal Notices on Data Protection.

## **12. Right to modify**

- 12.1 MINI reserves the right to modify the scope of the MINI Connected contract, provided that both such modification is reasonable for the customer with regard to the overall scope of the agreed contract and as far as such modification is necessary for the elimination of subsequently arising equivalence disturbances, to adapt to changes of the legal situation or technical requirements for MINI or for operational reasons. In the event of a more extensive modification of the scope of the MINI Connected contract, of which the customer can be notified in writing or via an electronic communication channel, the customer may terminate the MINI Connected contract extraordinarily within six weeks of receipt of the notification of the modification and have it deactivated free of charge via the MINI Connected Hotline. The refund is made on a pro rata temporis basis.
- 12.2 A corresponding right to modify applies to non-essential amendments to the Terms and Conditions. Any such amendments shall be published at least six weeks before their intended date of entry into force. If the customer has agreed an electronic communication channel with MINI (e.g. via the MINI Connected customer portal My MINI Portal), the amendments can also be communicated in this way. They become part of the Terms and Conditions if the customer does not expressly object to MINI before the intended date of entry into force of the amendments. MINI will expressly inform the customer of the consequences of not objecting to the amendments in its offer to modify the Terms and Conditions.
- 12.3 MINI may also reasonably modify the scope of a Service, provided that such modification is reasonable for the customer with regard to the overall scope of the agreed Service and such modification is made for a valid reason (e.g. necessary for the elimination of subsequently arising equivalence disturbances, to adapt changes to the legal situation, to adapt the digital content or digital services to a new technical environment or for other important operational reasons or technical requirements for MINI). The customer will be notified in writing or via an electronic communication channel about the modification. The customer may terminate an affected Service extraordinarily within 30 days of receipt of the notification of the modification, if such modification impairs the use of the Service except if the impairment is insignificant.

## **13. Place of jurisdiction, applicable law and dispute resolution**

- 13.1 Exclusive place of jurisdiction for all claims arising from the business relationship with merchants is Thailand.
- 13.2 The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Thailand, moves its place of residence or usual place of abode out of Thailand after commencement of the

contract or if its place of residence or usual place of abode is not known at the time any legal action is brought.

13.3 Thai law applies to all disputes arising from or based on this contractual relationship, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13.4 Out-of-court settlement of disputes

Any dispute or complaint may be brought to the Office of the Consumer Protection Board. You can find the platform at: <https://ocpb.go.th>, <https://complaint.ocpb.go.th/Complaint>.

MINI, at its sole discretion, may or may not participate in any dispute settlement proceedings before a consumer protection board and it is not obliged to do so.

#### 14. Right of revocation for consumers

After the MINI Connected contract has come into force and effect pursuant to the these Terms and Conditions, if the customer does not wish to accept the provision of Services or is not satisfied with the Services, the customer may terminate/cancel such Services within seven (7) days from the date when the MINI Connected contract is in effect by contacting MINI Customer Contact Center, as follows:

1. Email : [minicallcenter@mini.co.th](mailto:minicallcenter@mini.co.th)
2. Telephone : 1397 (Monday-Friday 8.00 a.m. - 6.00 p.m.)

MINI will refund the fee for such termination/cancellation within fourteen (14) days from the date of receiving the notification of termination/cancellation and such refund will be returned via the same payment method of the original purchase/booking.

Cancellation policy

##### **Right of revocation:**

You have the right, within fourteen days to revoke this Contract without giving reasons.

The revocation period is fourteen days from the day of the commencement of the Contract.

##### **Consequences of revocation:**

If you revoke this Contract, we shall reimburse you for all payments we have received from you, including delivery charges (except for additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and **no later than fourteen (14) days** from the date we receive notification of your revocation of this Contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the Services should commence during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the Services already provided by the time you inform us of the exercise of the right of cancellation in respect of the Contract compared to the total amount of Services provided for in the Contract.

**Revocation form:** (If you want to revoke the Contract, please fill out this form and return it.)

To

MINI Customer Contact Center,

MINI (Thailand) Co., Ltd.,

1875, 17<sup>th</sup> Floor, One Bangkok Tower 3, Rama 4 Road, Lumpini, Pathumwan, Bangkok 10330

Email [minicallcenter@mini.co.th](mailto:minicallcenter@mini.co.th)

Telephone 1397 (Monday-Friday 8.00-6.00 a.m.)

- I/we (\*) hereby revoke the Contract commenced by me/us (\*) for the purchase of the following goods (\*)/the provision of the following Services (\*)

- Ordered on (\*)/received on (\*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of communication on paper)

- Date

(\*) Delete as applicable