

Privacy Policy

This Privacy Policy solely applies to BMW ConnectedDrive Service. China Unicom Network Communication Co., Ltd. Shanghai Branch ("operator" or "we") is the operator and service provider of BMW ConnectedDrive.

BMW is the intellectual property owner and solution designer for the BMW ConnectedDrive Service. "BMW" refers to BMW (China) Automobile Trading Co., Ltd. in terms of imported vehicles, and refers to BMW Brilliance Co., Ltd. in terms of vehicles produced by BMW Brilliance Co., Ltd.

Latest updated date: 11/2019

If you have any questions or comments, please contact us at,

Email: connecteddrive@bmw.com.cn

Phone: 400-800-6666

The Privacy Policy helps you understand the following information,

1. Our business functions and how we collect and use your personal information.
2. How we use cookies and other similar technologies.
3. How we share, transfer and publicly disclose your personal information.
4. How we protect your personal information.
5. Your rights.
6. How we process personal information of children.
7. How your personal information will be transferred globally.
8. How this Privacy Policy will be updated.
9. How to contact us.

We treat your privacy in accordance with the same high standards that you expect from our products and services. The confidentiality and integrity of your personal information is of particular concern to us. We are committed to maintaining your trust in us and observe the following principles when protecting your personal information: consistency between rights and liabilities, clear purposes, solicitation of consent, minimum sufficiency, guarantee of security, involvement of personal information subjects, and openness and transparency. Meanwhile, we are committed to setting up necessary safeguards pursuant to well-developed security standards in order to protect your personal information.

Please carefully read this Privacy Policy before clicking “agree” and ensure a full understanding of the meaning and corresponding legal consequences of this Privacy Policy. Clicking “agree” is deemed as the acceptance of this Privacy Policy. We will use and protect your personal information according to the relevant laws and regulations and this Privacy Policy.

I. Our business functions and how we collect and use your personal information.

Personal information means any information saved in electronic or other forms that can be used independently or together with other information to identify a natural person or reflect the activities of a natural person, including but not limited to name, date of birth, identification number, personal biometric information, address and telephone number.

Sensitive personal information means the personal information that may cause harm to personal or property security, or is very likely to result in damage to an individual's personal reputation or physical or mental health or give rise to discriminatory treatment, once it is leaked, unlawfully provided or abused. In general, personal **ID number, personal phone number, bank account number, precise personal positioning information** etc. are regarded as sensitive personal information. **In this Privacy Policy, the terms and articles concerning sensitive personal information will be marked in bold for your special attention.**

We collect and process your personal information solely for the purposes specified as below to realize BMW ConnectedDrive Service.

We will seek your consent if we use your information for purposes other than those stated in this Privacy Policy. We will also seek your consent if we use your information which is collected for specific purposes for other purposes.

Unless other use indicated in below the purposes, we store your personal information only for as long as the relevant purpose requires it. If your personal information is processed for multiple purposes, your information will be automatically deleted or stored in a form that cannot directly be traced back to you, as soon as the last specified purpose has been fulfilled.

1. Contract conclusion and user registration

In order to sign a BMW ConnectedDrive Subscriber Agreement with you, we will collect the following information:

(1) Mandatory information:

- a) For enterprise customers, please provide the name of the enterprise, user name, gender, **mobile number, ID number** and address of the authorized person, the first emergency contact information (name, relationship with the owner and **mobile number**), and **the password of the remote service telephone**;
- b) For individual customers, please provide the owner's name, gender, **mobile phone number, ID card number, ID card address**; the first emergency contact information (name, relationship with the owner and **mobile phone number**), **remote service telephone password**)

(2) Account information (account login information of "BMW Connected APP/BMW ConnectedDrive portal

(3) Second and third emergency contact information (name, relationship with owner and mobile number)

The first information above is necessary for us to conclude a BMW ConnectedDrive Subscriber Agreement with you. If you do not provide the above necessary information, we may not be able to conclude a BMW ConnectedDrive Subscriber Agreement with you and provide the services under the contract.

To make full use of the BMW ConnectedDrive services, you have to register on the BMW Connected APP. For registration and use purpose, we may need to collect the second information above. Without such information, we may not be able to create the customer account for you and provide you with all services thereof.

The information listed in Item 3 above is not necessary for the conduct of BMW ConnectedDrive Subscriber Agreement, but is of great significance for improving service quality and developing new products or services. We will not force you to provide such information. Your refusal to provide such information will not affect your right to enter into a BMW ConnectedDrive Subscriber Agreement and your use of the basic products or service functions under the contract.

When you are using our services, we will be authorized to use the above-said information you have provided. We will cease using and delete the above-said information (including personal information generated during your use of the customer account) in a timely manner. Nevertheless, information related to contracts and/or financial transactions will, in accordance with the applicable legal or regulatory provisions, be retained for statutory time limit after the contract has expired or the transaction is completed and be subject to reviews by the relevant authorities.

2. Obligations under the BMW ConnectedDrive Subscriber Agreement

In order to fulfill the BMW ConnectedDrive Subscriber Agreement we sign with you, we will provide you with BMW ConnectedDrive service.

According to the configuration of different models, the vehicle is equipped with the corresponding BMW ConnectedDrive Service packages, with the following types:

- (1) Basic ConnectedDrive Package: (a) intelligent emergency call; and (b) remote after-sales service.
- (2) Standard Internet Drive Package: (a) intelligent emergency call; (b) remote after-sales service; (c) remote assistance service; and (d) information online.
- (3) Enhanced Internet Drive Package: (a) intelligent emergency call; (b) remote after-sales service; (c) journey consulting service; (d) remote assistance service; (E) real-time traffic

information; and (f) information online.

In order to provide the above services, we, BMW and BMW service providers may process the following potential personal information generated during the use of motor vehicles or related to motor vehicles, including:

- Your vehicle information (VIN number, plate number, engine number, **driving license information**), **location**, driving direction, service data or accidents involving your vehicle, your "information online" content, information about any BMW ConnectedDrive service call from your vehicle or from your account, your call date, time and duration, and any BMW Written record of the call by the BMW ConnectedDrive service specialist.
- In the following cases, your vehicle location or other information may be recorded or monitored: (a) you or other passengers in your vehicle request BMW ConnectedDrive service; (b) your airbags are deployed or severely collided; (c) your vehicle is equipped with vehicle location service equipment, and you have alerted the vehicle of theft, or (d) as required by law. Your BMW vehicle may also be equipped with one or more sensing or diagnostic modules that automatically acquire, record, transmit or store certain vehicle data (such as battery voltage and coolant temperature) as well as your service requirements.
- Information you may provide when you provide feedback or contact or communicate with us by other means. For example, if you choose to feedback through the BMW cloud connected application, some of your information will be automatically sent along with your feedback, which may include the unique ID you created when you first used the application, province and city information, equipment operation system and version information, equipment model and browsing information.

The provision of the above data is not required to sign BMW ConnectedDrive Subscriber Agreement, but is necessary for the fulfillment of specified services embedded in the contract. .

3. Developing and improving new products and optimizing the service

Beyond the provision of services, the information under 1.2 will also be processed to ensure the quality of the BMW ConnectedDrive services and to develop new products and services. The use of the above information is related to our commitment to meet our customers' high standards for existing services and expectations for new services in the future. In order to protect the privacy of customers, the above information will be specially processed to ensure that it cannot be directly or indirectly traced back to specific customers or vehicles, unless we obtain the sole authorized consent of customers. .

4. Fulfillment of the service and administration processes

In order to continuously optimize the customer experience, we may compile analyses and

reports based on contract information, which we may share with the authorized BMW dealers. These analyses will primarily be used to introduce appropriate measures to improve the services process. **We may prepare the reports described above exclusively in aggregated and anonymized form, i.e. the recipients of the reports will not be able to identify you as an individual from the data contained in the reports.**

Also, parts of the vehicle-specific data collected under I.2 will be processed to fulfill the service processes (e.g. repair, warranty, goodwill) of BMW, BMW China affiliated companies and authorized dealers. This kind of processing is to offer our customers the best possible service process. The technical vehicle data will be deleted in a timely manner at the end of the vehicle's service life. See further information at "Section III How We Share, Transfer and Publicly Disclose Your Personal Information" below.

5. Customer service

We use your personal information (e.g. name and **telephone number**) to contact you when dealing with contract matters related to you (e.g. opening BMW ConnectedDrive service) or your requirements (e.g. inquiries or complaints submitted to BMW customer service). For all aspects of processing contracts or requests, we will contact you without obtaining separate consent, e.g. in writing, by telephone, messenger services, or email, depending on the contact media you specified. We may also share your name, **email address and phone number** to BMW, our affiliated companies and authorized dealers for the same purpose. See further information at "Section III How We Share, Transfer and Publicly Disclose Your Personal Information" below.

6. Advertising communication and market research based on consent

If you have separately given your consent to the further use of your personal information, your personal information may be used in accordance with the scope described in the consent, e.g. for advertising purposes and/or market research, and may be passed on to third parties. Details on this can be found in the respective declaration of consent, which can be revoked at any time at your own discretion. See further information at "Section III How We Share, Transfer and Publicly Disclose Your Personal Information" below.

7. Fulfillment of legal obligations

We process personal information based on a legal obligation. For example: when we perform recall obligations or carry out technical activities involving your vehicle.

Sometimes, we use the vehicle information in part I (II) above based on legal requirements, such as disclosure of maintenance information according to relevant regulatory requirements. In order to protect the privacy of customers, the use of the technical information listed below will only be related to vehicles and not directly related to customers.

- Basic data of vehicle (vehicle model, body color, configuration, production date, etc.)
- Vehicle maintenance data (next service date, oil level, brake pad wear, etc.)
- Vehicle status data (mileage, battery voltage, door and flap status, etc.)

The information collected is also processed to ensure the operation of IT systems. In the following cases, we need to ensure IT running smoothly:

- Backup and recovery of data in IT systems
- Logging and monitoring of transactions to check the correct operation of IT systems
- Detection and prevention of unauthorized access to personal information
- Incident and problem management for troubleshooting IT systems

The information collected is also used to meet the requirement of compliance management.

We should also follow a variety of other legal obligations. In order to fulfill these obligations, we process your information following legal and compliance requirement, and provide your information in accordance with legal reporting requirements. See further information at “Section III How We Share, Transfer and Publicly Disclose Your Personal Information” below.

II. How We Use Cookies and Other Similar Technologies

For how we use cookies and similar technologies, please refer to our cookie policy <https://www.bmw-connecteddrive.cn/cdp/release/internet/servlet/cookies>.

III. How We Share, Transfer and Publicly Disclose Your Personal Information

1. Entrusted processing

Certain modules or functions of BMW ConnectedDrive Service are provided by external providers. For example we may engage service providers to support us providing customer service.

We may provide the data collected under Section I.2 to third parties in anonymous form for the including but not limited purpose of use e.g. destination services, electric maps, location service.

We will enter into strict non-disclosure agreements with all entrusted companies, organizations and individuals and require them to process personal information according to our instructions, this Privacy Policy and any other related measures for confidentiality and security.

2. Sharing

We will not share your personal information with any company, organization or individual

outside of operator, except under the following circumstances.

(1) Sharing information with explicit consent. Regarding personal information that is necessary for us to provide the relevant service, we may share such information with other parties after obtaining your explicit consent. These include but not limited to the following circumstances:

(a) Sharing information with BMW and BMW affiliated companies: your personal information may be shared with BMW and affiliated companies of BMW. We will share the necessary personal information only for the purposes specified in this Privacy Policy. If an affiliated company changes the purpose for processing your personal information, your further authorization and consent will be obtained. BMW affiliated companies include: BMW AG, BMW Brilliance Automotive Ltd., BMW Automotive Finance (China) Co., Ltd., BMW China Automotive Trading Ltd., Herald International Financial Leasing Co., Ltd., BMW Mobility Services Ltd., Beijing Lingyue Information Technology Co. Ltd., and any other companies or entities directly or indirectly controlling, controlled by or under common control with the aforementioned entities.

(b) Sharing with BMW authorized dealers. For the purpose of realizing the purposes specified in the Privacy Policy, we may share some of your personal information with our authorized dealers, in order to offer better client services and user experience.

(2) We may share your personal information with external parties as required under laws or regulations or upon compulsory requirements of competent government authorities.

We will enter into strict non-disclosure agreements with all companies, organizations and individuals with which we share information and require them to process personal information according to our instructions, this Privacy Policy and any other related measures for confidentiality and security.

3. Transferring

We will not transfer your personal information to any other company, organization or individual, including but not limited to the following circumstances.

(1) Transferring information with explicit consent: we will transfer your personal information to other parties after obtaining your explicit consent.

(2) If your personal information has to be transferred in a merger, acquisition or bankruptcy liquidation, we will require the new company or organization that will hold your personal information to continue to observe this Privacy Policy. Otherwise, we will require the new company or organization to request for your authorization and consent before transferring your personal information.

4. Public disclosure

We will publicly disclose your personal information only under the following circumstances.

(1) After obtaining your explicit consent.

(2) Disclosure under the law: we may publicly disclose your personal information as required by laws, under legal procedures, in lawsuits or upon compulsory requirements of competent authorities under the government.

IV. How We Protect Your Personal Information

1. We have protect your personal information based on safety protection measures in line with industry standards from unauthorized access, public disclosure, use, modification and loss. We will take all reasonable actions to protect your personal information. For example, we will use encryption technique to ensure data confidentiality; we will use reliable protection mechanism to prevent data being hostile attack; we will deploy visit control mechanism to ensure only authorized person accessing personal information; and we will provide safety and privacy protection training courses to strength employees' awareness of protecting personal information.

2. We will take all reasonable and feasible measures to ensure that we have not collected irrelevant personal information. We will only retain your personal information for a limited period necessary for realizing the purposes specified in this Privacy Policy, unless it is necessary to extend the retention period with your authorization or it is protected under the law.

3. The Internet is not an absolutely safe environment. We will do our best to ensure the security of any information you send to us. If our physical, technical, or administrative safeguards are compromised, resulting in unauthorized assess, public disclosure and data tampering or destruction, leading to the damage of your legitimate rights and interest, we will bear the legal liability.

4. In case of any incident in respect of personal information security, we will inform you in time according to laws and regulations, including basic information about the security incident and the potential impact, what measures we have taken or will take to respond to such incident, suggestions on what measures you may take yourself to guard against and lower risks, remedial actions we offer to you, etc. We will brief you on the progress of the incident by email, correspondence, phone or by sending notifications, and we will release announcements for this purpose in a reasonable and effective manner even when it is difficult to notify personal information subjects one by one.

Meanwhile, we will actively report how the personal information security incident is being handled pursuant to the requirement of the regulator.

V. Your Rights

You are entitled to the following rights over your own personal information according to applicable Chinese laws, regulations and standards, and common practices in other countries and regions.

1. Accessing your personal information

You have the right to access your own personal information, unless there are exceptions in laws and regulations. When you would like to exercise your right to access data, you may access the information by visiting: Log in to BMW ConnectedDrive Portal - > Settings - > personal data to access or edit your personal information.

If you are unable to access your personal information from the above link, you may contact BMW client service for relative information. We will respond to your request within 30 days.

2. Rectifying your personal information

If you find that your personal information we process is inaccurate, you have the right to request us to rectify your information. You can contact connecteddrive@bmw.com.cn or 400-800-6666 for specific process.

If you are unable to rectify your personal information through the above link, you may contact us by emailing connecteddrive@bmw.com.cn. Upon authentication of your identity, we will respond to your request within 30 working days or the period under the law.

3. Deleting your personal information

You may request the deletion of your personal information under any of the following circumstances:

- (1) When our processing of personal information violates laws or regulations;
- (2) When we collect or use your personal information without your consent;
- (3) When our processing of personal information violates our agreement with you;
- (4) When you no longer use our products or services;
- (5) When we no longer provide you with the products or services.

If we agree with your request to delete information, we will also notify entities that obtain your personal information from us to require them to delete the information concerned in a timely manner, unless otherwise stipulated by laws and regulations or such entity has obtained your separate authorization.

Once your information has been removed from our services, we may not immediately delete the corresponding information from the backup system, but we will delete the information when the backup is updated.

4. Changing the scope of your authorization

Each business function cannot be realized without some basic personal information (see Part I of this Privacy Policy). In terms of the collection and use of additionally collected personal information, you may grant or revoke your authorization and consent at any time.

You can contact 400-800-6666 or email connecteddrive@bmw.com.cn.

After you have revoked your consent, we will not process the corresponding personal information any more. But your decision to withdraw your consent does not affect the previous processing of personal information based on your authorization.

If you do not want to receive the commercial advertisements you choose to receive, you can unsubscribe related product push information or contact 400-800-6666.

5. Cancelling user accounts

You may cancel at any time the account you registered for by emailing connecteddrive@bmw.com.cn.

After your account is cancelled, we will cease providing you with products or services, and delete your personal information in a timely manner according your request, unless otherwise stipulated by laws and regulations.

6. Obtaining copies of your personal information

You have the right to obtain copies of your personal information by emailing connecteddrive@bmw.com.cn.

At your request, we can transfer your data to another person in charge as long as technologies permit like data lighting matching.

7. Limits on the automatic decision-making of the information system

For some business functions, our decisions may only rely on the automatic decision-making mechanisms, such as the information system and algorithms. If these decisions have a significant impact on your legal rights and interests, you have the right to request us to provide explanations, and we will also offer proper remedy measures.

8. Responding to your requests

For the sake of security, you may be required to file written requests or prove your identity in other ways. We may request authentication of your identity before responding to your requests.

We will reply within 30 days. If you are dissatisfied with our reply, you may lodge a complaint by emailing connecteddrive@bmw.com.cn.

In principle, we will not charge fees for your reasonable requests. However, if your requests are lodged repeatedly or beyond a reasonable extent, we will charge fees of a proper amount depending on the cost. We may refuse your requests if they are repeated without reason, need to

be replied to through excessive technical methods (for example, a new system needs to be developed or the existing common practices need to be fundamentally reformed), pose risks to others' legal rights or interests, or are fairly unrealistic (for example, it involves information stored on backup tapes).

We will not respond to your requests under any of the following circumstances.

(1) Where requests are in relation to the performance by the personal information controller of obligations specified in laws and regulations;

(2) Where requests are in direct relation to the national security or national security;

(3) Where requests are in direct relation to the public security, public sanitation, or major public benefits;

(4) Where requests are in direct relation to investigations into crimes, prosecutions, court trials, execution of rulings, etc.

(5) Where the personal information controller has sufficient evidence that the personal information subject is subjectively malicious or abusing his/her rights;

(6) Where personal information collecting and processing is for the sake of safeguarding significant legal rights and interests, such as the life and property of personal information subjects or other individuals, but it is difficult to obtain their consent;

(7) Where responses to the requests of the personal information subject will give rise to serious damage to the legal rights and interests of the personal information subject or any other individual or organization; or

(8) Where requests involve trade secrets.

VI. How We Deal with Children's Personal Information

Our products and services are designed primarily for adults. No child is allowed to create a user account by himself or herself, without the consent of his or her parent or guardian. Where personal information of a child is collected with the explicit consent of his or her parent, we will use or publicly disclose such information only when it is permitted under the law, the child's parent or guardian grants explicit consent or it is necessary to do so to protect the child.

We regard any minor who is under the age of 14 as a child, no matter whether the child is defined differently under local laws and by local customs. If we find that we have collected the personal information of a child without prior and provable consent from the child's parent, we will do our best to delete the relevant information as soon as possible.

VII. How Your Personal Information Will Be Transferred Globally

The personal information we collect and generate within the territory of the People's Republic of China (PRC) will be stored within the territory of the PRC. Therefore, your personal information will not be transferred to other jurisdictions outside the PRC or be accessed by these overseas jurisdictions.

VIII. How the Privacy Policy Will Be Updated

Our Privacy Policy may be changed from time to time. We will not reduce your rights under the Privacy Policy without your explicit consent. We will publish any change to the Privacy Policy and will make the former versions of the Privacy Policy available to you for your reference.

In the case of major changes, we will release clear notices (including, for some services, the mail messages that inform you of what specific changes are introduced to this Privacy Policy).

For the purpose of this Privacy Policy, major changes include but are not limited to:

1. Significant changes to our service mode, such as the purposes of processing personal information, categories of personal information to be processed, the ways to use personal information, etc.;

2. Substantial changes to the ownership structure, organizational structure, etc., such as changes to the owners as a result of business adjustments, bankruptcy, mergers and acquisitions;

3. Changes to the subjects we share with, transfer to or publicly disclose personal information;

4. Significant changes to your rights in respect of your participation in personal information processing and to the ways in which you can exercise such rights;

5. Changes to our department responsible for the security of personal information, contact information of such department, or complaint channels;

6. Changes made due to high risks revealed in the security impact assessment report for personal information. We will keep the former versions of this Privacy Policy available to you for ease of reference.

IX. How to Contact Us

If you have any concerns or comments on this Privacy Policy, or if you have any questions about the way we use your personal information please contact us through the following means:

Email: connecteddrive@bmw.com.cn

Hotline: 400-800-6666

BMW (China) Automobile Trading Co., Ltd. registered address: 28 / F, block B, Jiacheng Plaza, No. 18, Xiaguangli, Dongsanhuan North Road, Chaoyang District, Beijing 100027,

China We make every effort to comply with all requests within 30 days.