

## End User License Agreement

### For Mobile application «myBMW UA»

#### (Public Agreement)

Last update: 01.08.2022

#### IMPORTANT!

You should familiarize yourself with the content of End User License Agreement (hereinafter – the «License Agreement») before you download and activate the mobile application «myBMW UA».

This License Agreement includes important information about your rights and exclusions from our liability.

Use of the «myBMW UA» Mobile Application requires your consent to this agreement. If you do not agree to the terms, you will not be able to subscribe, or will not have access to subscriptions for Mobile application «myBMW UA».

By accepting the terms of this License Agreement, you acknowledge that you understand and undertake to fulfill the obligations assigned to you by the License Agreement.

Note that if you only download the Mobile application «myBMW UA» and do not have an active subscription, you will not benefit from the full functionality of the Mobile Application «myBMW UA».

This License agreement is a public agreement in accordance with Art. 633, 641 of the Civil Code of Ukraine, and its conditions are the same for all persons without exception. Unconditional acceptance of the terms of this License Agreement are considered your accordance with this offer.

#### 1. GENERAL CONDITIONS

- 1.1. This License Agreement, including the Privacy Policy, as set out in the Appendix No. 1, is by its nature a legal agreement between you and «AWT Bavaria Ukraine» LLC (hereinafter – «**AWT Bavaria Ukraine**», «**We**» or «**Our**») under a non-exclusive license (right) to the use of the Mobile application «**myBMW UA**» on the basis of telematics (hereinafter – «**Application**»), whose functions are available to you on a subscription basis (hereinafter – «**Subscription**»); and
- 1.2. «AWT Bavaria Ukraine» LLC contact details:  
  
**«AWT Bavaria Ukraine» Limited Liability Company**  
**Address: Boryspilska St, 16, 16/1, Hora, Kyiv Oblast, 08324**  
**Code EDRPOU (National State Registry of Ukrainian Enterprises and Organizations) 31169572**  
**TIN 311695726594**  
**Tel. + 38 (044) 365-33-33**
- 1.3. We grant you the right to use the Application in accordance with this License Agreement and subject to all requirements and/or rules applicable by Apple through the App Store (including the terms of use of the App Store) or Google via Google Play (hereinafter referred to as the «**Platform Provider**»), where did you download the application from. We do not distribute (sell) the Application to you.
- 1.4. Mobile device compatibility requirements:
  - at least 70 (seventy) Mb of free space (memory);
  - version of the operating system iOS 8.0 or Android 4.4.0 (or newer).
- 1.5. By using the Application (or by activating a Subscription) you agree that you are over 18 (eighteen) years.
- 1.6. We assume that you have received permission from the owner of any mobile phone or a portable device that you use, but which does not belong to you (hereinafter – the «**third-party device**») to download a copy of the Application to a third-party device. You and they can bear cash costs for third-party data transmission (such as yours and their Internet service provider or mobile operator) due to your use of the Application, access to which is carried out using a mobile device or a third-party device. You are solely responsible for all such payments. If you do not want to pay them, please do not use your mobile device or a third-party device to access the Application or to activate a Subscription.

- 1.7. The Application may contain links to other independent third-party websites (the «**third-party sites**»). Third-party sites are not under our control and we are not responsible for their content or their privacy policy (if available). You need to do own independent judgment on the interaction with any third-party sites, including the acquisition and use of any products or services available through them.
- 1.8. The territory of the license – the territory of Ukraine, with the exception of Lugansk, Donetsk regions and Autonomous Republic of Crimea, as well as territories of ATO and JFO.
- 1.9. License validity period – the Subscription validity period, determined in accordance with paragraph 4.4. and 4.5. of this License agreement.

## **2. AMENDMENTS TO THE LICENSE AGREEMENT**

- 2.1. We may occasionally update this license agreement, for example, to comply with changes in the current legislation of Ukraine or to take into account new products, services or programs that we can offer, or for any other reasons.
- 2.2. We may amend this License Agreement at any time by notifying you of the changes the next time the Application is launched. New conditions may appear on the screen, and you may need to read and accept them in order to continue using the Application.
- 2.3. We will not send a copy of the license agreement regarding your use of the Application. A link to the version of the current version of this License Agreement remains available in the Application.

## **3. PROPERTY AND USE OF THE APPLICATION**

- 3.1. The owner of the Application (intellectual property rights to the Application) is Bright Box Europe SA (registration number CH-550.1.167.893-8).
- 3.2. We use the rights and are authorized to distribute the Application (including by transferring it for use under a non-exclusive license), as well as administer the Application in accordance with the license received from the owner (based on the relevant agreement).
- 3.3. You acknowledge that all intellectual property rights and/or any other rights regarding the Application and/or its constituent elements, any documents provided in relation to the Application and technology that are used or supported by the Application, or any of its functions belong to us and/or our licensors, that the rights to the Application are licensed (not sold) for you and you do not have rights to the Application and/or documents and/or technology, except for the right to use each of them in accordance with this license agreement.
- 3.4. You acknowledge that you are not entitled to access the Application as source code.

## **4. SUBSCRIPTION**

- 4.1. In order to benefit from all the functions of the Application, you need to visit the appropriate dealership, and:
  - 4.1.1. download the Application to your mobile device or a third-party device (depending on the situation) from the appropriate Platform Provider;
  - 4.1.2. read and accept the terms of this license agreement;
  - 4.1.3. pay the cost of connecting to the Application according to the instructions of AWT Bavaria Ukraine (which may be part of the total amount paid by you for your purchased car);
  - 4.1.4. allow the dealership to connect (link) the Application on your mobile device or on a third-party device (depending on the situation) to the systems of your car.
- 4.2. You will not be able to access all the functions of the Application and use them if the Application is not connected (linked) to your car on a mobile device or a third-party device (as appropriate).
- 4.3. You have the right to use the Application for one year from the beginning of the validity of the Subscription (hereinafter referred to as the «**Fixed Term**»), except if your Subscription was terminated earlier by this License Agreement, or you have continued the Subscription, as provided for in paragraph 4.4. below. Subscription prior to 01.08.2022 shall remain valid until the end of the three-year Subscription, unless terminated earlier by either party.
- 4.4. After the Fixed Term expires, if we have not stopped the functioning of the Application, the Subscription is automatically canceled if you have not entered into a new agreement to use the Application on such terms (and prices) that may be

established by us/the relevant dealership at that time. To avoid doubt, we are not obliged to continue the functioning of the Application after the completion of the Fixed Term, and the form and/or conditions of the new agreement will be established at our absolute discretion. The provisions of paragraph 8 of this License Agreement will apply at the time of completion of the subscription.

- 4.5. You agree to use the Application in accordance with the terms of this License Agreement.
- 4.6. In between times, updates for the Application may be received through the appropriate Platform Provider. You cannot use the Application until you download the latest version of the Application and accept the new terms of the license agreement.

## **5. PRICE AND PAYMENT**

- 5.1. The cost of using the Application is set by the respective dealership in accordance with the prices applicable at the time of the order established by such dealership.
- 5.2. The fee for using the Application may be part of the total cost that you pay for your car, which is purchased by you, and may not be set separately for you. You will have to pay the cost (regardless of whether it is expressed as a separate amount or as part of the cost of your car) as directed by a dealership representative. A representative of the dealership will provide you with information about various payment methods for using the Application.
- 5.3. If you want to use the Application with an already purchased and registered car, you must pay the cost of using the Application in the amount and manner as determined by the representative of the dealership.
- 5.4. Please note that you are responsible for any potential fee for using the mobile network and the operator of your mobile device or any third-party device (as specified in paragraph 1.6 of this License Agreement) payable in addition to any of the amounts that you pay for using the Application.

## **6. PERMITTED USE AND LICENSE RESTRICTION**

- 6.1. By accepting the terms of this License Agreement and/or downloading the Application, you agree to:
  - 6.1.1. use the Application in accordance with the requirements of this License Agreement and any applicable instructions for its use that we may provide to you on occasions;
  - 6.1.2. do not copy the Application, unless it is necessary for backup or operational security purposes;
  - 6.1.3. do not rent, lease, sublicense, credit, transfer, combine, adapt, modify the Application;
  - 6.1.4. do not make changes to the Application or any part of the Application, and also not to allow it or any part of it to connect to any other programs or products, including, for the avoidance of doubt, any other vehicles;
  - 6.1.5. do not disassemble, decompile, abuse, reverse engineer or create derivative products based on the Application or any part thereof.
- 6.2. By accepting the terms of this License Agreement and/or downloading the Application, you agree to:
  - 6.2.1. do not use the Application or any of its functions in an unlawful manner, for any illegal purpose or in any way that does not comply with the terms of this License Agreement, or to act fraudulently or maliciously, for example, by hacking or adding malicious code, including viruses or malicious data in the Application or any other operating system;
  - 6.2.2. do not violate our intellectual property rights or the any third-party rights regarding your use of the Application or any of its functions;
  - 6.2.3. do not transmit material that is libelous, offensive or otherwise unacceptable regarding your use of the Application or any of its functions;
  - 6.2.4. do not use the Application or any of its capabilities in such a way that it could lead to damage, shutdown, overload, damage or deterioration of the quality of our systems or security or interference with the data of other users;
  - 6.2.5. do not collect any information or data from any aspect of the operation of the Application or our systems or try to decrypt any transmissions to or from the servers on which the Application operates/is used.
- 6.3. By accepting the terms of this License Agreement and/or downloading the Application, you confirm that:
  - 6.3.1. You are not in a country that is subject to the embargo of the US government, or that has been identified by the US government as a country that supports terrorism; and
  - 6.3.2. You are not listed on one of the lists of the US government, which lists individuals who are unwanted to enter into a binding.

## **7. LIMITED WARRANTY**

- 7.1. We guarantee that for a Fixed Term the Application:
- will be compatible with your car (subject to its correct installation and use of the operating system for which it was developed (see paragraph 1.4. of this License Agreement)); and
  - will comply with the conditions and functions specified in this License Agreement.
- 7.2. This warranty is in addition to your statutory rights in relation to the Application, which is defective or does not correspond to the description.
- 7.3. We will take all necessary measures to ensure the absence of viruses in the Application, as well as other obstacles to the use of the Application, as well as other security violations of the use of the Application.
- 7.4. In case of any problems with the performance of the Application, we will take all necessary measures to eliminate such problems and restore access to the Application. This does not apply to cases where problems with the performance of the Application are related to the technical condition of the mobile device or the quality of communication of the mobile operator.
- 7.5. If the Application installed on your mobile device has a defect or error that prevents you from using the Subscription, if possible, we can assist you with the free download and reconnection of the Application. Replacement of the Application will be free of charge for you.
- 7.6. With the exception of providing assistance to facilitate free download in accordance with paragraph 7.5. of this License Agreement, to the maximum extent permitted by applicable law, any Platform Provider (for example, Apple or Google) does not bear any warranty obligations regarding you and the Application, and is not responsible to you for any other claims, losses, obligations, expenses or costs associated with any inability of the Application to comply with the warranties set forth in this License Agreement.

## 8. TERMINATION

### **Your right to terminate**

- 8.1. If you ordered the connection of the Application to the systems of your car at the dealership, you can cancel your order at any time until the moment we transfer the car with an activated subscription to you. To do this, you need to contact your dealership, however, we draw your attention to the fact that you may need to pay a fee for canceling an order in the amount determined by the respective dealership.
- 8.2. You can refuse to use the Application after activating your Subscription, however, you are not entitled to receive any compensation, unless such cancellation or refusal is related to a malfunction of the Application or for other reasons stipulated by the current legislation of Ukraine in the field of protection of consumers' rights.
- 8.3. If you want to cancel your Subscription before the end of the Fixed Term, you must return your car to the dealership in order to disconnect the Application from the systems of your car, otherwise some of your personal data may continue to be transferred to the dealership, AWT Bavaria Ukraine and affiliated third parties as stated in the Privacy Policy until the Application is disconnected from your car. You are responsible for disconnecting the Application from the systems of your car in case of canceling your Subscription for any reason.

### **Our right to terminate**

- 8.4. We have the right to send a message about the early termination of the Subscription by sending a notification at least 30 days before the termination of your Subscription.
- 8.5. We may terminate your use of the Application at any time and terminate this License Agreement at any time without providing you a refund after a written notice if:
- 8.5.1. you commit a serious violation of the License Agreement at any time;
  - 8.5.2. you give us false information or withhold any important information from us regarding your use of the Application;
  - 8.5.3. you violate our rights or the rights of a third parties regarding the Application;
  - 8.5.4. you are trying to mislead us or act dishonestly towards us.
- 8.6. If the Application leads to a malfunction of your car or if we have reason to believe that the Application is a threat to your safety and/or the safety of your car, we can delete the Application and will contact you immediately to provide appropriate compensation. This does not affect your rights in accordance with the Law of Ukraine «Consumer Protection Act».
- 8.7. If we terminate this License Agreement in connection with your serious violation, you must stop using the Application, and we may cancel your access to the Application. Please note that in the case of a very serious violation by you of this License

Agreement, AWT Bavaria Ukraine may permanently block your access to the Application and stop providing access to the Application in general.

- 8.8. If you are selling your car, you need to unsubscribe. Please contact us if you are selling your car within a Fixed Term and we will let you know how to unsubscribe. Please see our Privacy Policy for more information on how your data can be stored after canceling your Subscription.

## 9. YOUR RESPONSIBILITY

- 9.1. You are responsible for taking all necessary measures to gain access to the Application, including an Internet connection and access to any third-party device.
- 9.2. You are responsible for disabling the Application at the end of the Subscription or if you are selling your car, but you can contact an authorized dealership to disconnect.

## 10. PRIVACY

- 10.1. For more information about the personal data that we can collect through the Application, how we can process this information, with whom we can share it and regarding your rights in relation to this data, please read our Privacy Policy.
- 10.2. Using the Application, you agree to such processing and confirm that all data provided by you is accurate.

## 11. OUR RESPONSIBILITY

- 11.1. In the case we violate the terms of this License Agreement, we may be liable for losses or damage that you experience that are a predictable consequence of our violation or our negligence, but we are not liable for any unforeseen loss or damage. Harm or damage is predictable if it was an obvious consequence of our violation or if it is defined in this License Agreement.
- 11.2. We supply the Application only for home and personal use. You agree not to use the Application for any commercial, business or resale purposes, and we are not liable to you for any loss of profit, loss of business, business interruption or loss of business opportunities.
- 11.3. We and your dealership are not responsible for the costs of eliminating any preliminary malfunctions or damage to your car that we (your dealership) found during the connection (linking) of the Application to your car's systems. If the faulty digital content that we provide damages the device or digital content that belongs to you, we will pay you compensation.
- 11.4. We in no way exclude or limit our liability for:
- 11.4.1. death or personal injury caused by our negligence;
- 11.4.2. fraud or fraudulent activity; or
- 11.4.3. any liability that is not permitted by law to limit or exclude, or to attempt to limit or exclude.
- 11.5. Nothing in this License Agreement will affect any other rights that you may have by law.
- 11.6. You and we acknowledge and accept to the maximum extent permitted by applicable law that no Platform Provider (including Apple or Google) is responsible for resolving any claims that you or a third parties may have regarding the Application or your ownership and/or use of the Application, including but not limited to:
- claims for liability for the Application;
  - any statement of non-compliance of the Application with any applicable legal or regulatory requirement;
  - any claims arising within the scope of consumer protection or similar legislation;
  - any claims of infringement by the Application of the intellectual property rights of a third party.

### 11.7. IMPORTANT: Roadside Assistance

The Roadside Assistance function is just a communication tool – it does not give the right to receive assistance services, but only provides an additional method for contacting our affiliate assistance service provider in the event of a technical malfunction of your car due to breakdown, damage and/or event, which caused the impossibility of independent safe movement of your car.

Communication and coordination of the conditions for the provision of services with a provider of assistance services is carried out by you without involving AWT Bavaria Ukraine or dealerships.

Please also note the limitation of liability set forth in paragraph 12 of this License Agreement.

## **12. EVENTS BEYOND OUR CONTROL**

- 12.1. We and/or our affiliates and/or dealerships involved in providing you with the services provided by the Application will not be liable for any non-fulfillment or delay in fulfilling any of our obligations under this License agreement that are caused by any actions or events beyond our reasonable control including, but not limited to:
  - 12.1.1. failure of public or private telecommunication networks;
  - 12.1.2. failure of the alert function, for example, due to the lack of a GPS signal, Internet connection, failure of any telecommunication networks, or as a result of a serious collision that destroys whole or part of any interconnected system (including a mobile device) to the extent that they no longer function to transmit or receive information to/from the appropriate accident notification operator;
  - 12.1.3. lack of GPS signal, Internet connection, failure of any telecommunication networks, or as a result of a serious collision that destroys whole or part of any interconnected system (including a mobile device) to the extent that they no longer function to transmit or receive information to/from the appropriate accident notification operator;
  - 12.1.4. inability of the Application to perform its functions due to: lack of GPS signal, lack of Internet connection, adverse weather conditions, or as a result of a serious collision that destroys whole or part of any interconnected system (including a mobile device) to the extent that they no longer function to transmit or receive information, or due to the failure of any telecommunications network or other similar event.
- 12.2. If an event beyond our control occurs that affects the fulfillment of our obligations under this License Agreement:
  - 12.2.1. our obligations under this License Agreement will be suspended, and the time for fulfilling our obligations will be extended for the duration of the event beyond our control; and
  - 12.2.2. we use our reasonable efforts to find a solution whereby our obligations under this License Agreement can be fulfilled, despite an event beyond our control.

## **13. CONTACT AND COMPLAINTS**

- 13.1. If you want to contact us or file a complaint, please contact the dealership or at the contacts listed in paragraph 1.3. of this License Agreement.
- 13.2. We will do our best to respond promptly (within a reasonable time and in accordance with the requirements of the current legislation of Ukraine) to your request.

## **14. OTHER CONDITIONS**

- 14.1. We may transfer our rights and obligations under this License Agreement to another organization, but this will not affect your rights or our obligations under this License Agreement.
- 14.2. You can transfer your rights or obligations under this License Agreement to another person only on condition that you receive the written consent from us.
- 14.3. This License Agreement is concluded between you and us. No other person has the right to apply any conditions under this License Agreement, with the exception of the Platform Provider (for example, Apple or Google) or their subsidiaries.
- 14.4. Each paragraph of this License Agreement is valid separately. If any court or relevant authority decides that any of them is illegal or non-enforceable, the other paragraphs will remain fully operational.
- 14.5. If we do not insist on fulfilling any of our obligations under this License Agreement, or if we do not exercise our rights against you, or if we postpone this application of our rights, this does not mean that we have refused to exercise our rights against you, and will not mean that you do not have to fulfill the relevant obligations. If we refuse claims against you, we will only do so in writing, but this does not mean that we automatically refuse claims against you for any later non-compliance.
- 14.6. This License Agreement is governed by applicable law of Ukraine. In case of a dispute, such disputes shall be resolved in the courts of Ukraine in accordance with the rules of jurisdiction.
- 14.7. Notwithstanding the provisions of paragraph 14.6. of this License Agreement, as a consumer, you will use any mandatory provisions of the legislation of the country in which you reside. Nothing in these terms and conditions, including clause 14.6. of this License Agreement does not affect your rights as a consumer arising from such mandatory provisions of local law.

## **PRIVACY POLICY**

The Privacy Policy (hereinafter referred to as the «**Policy**») applies to all information that AWT Bavaria Ukraine LLC may receive about the User while using the «myBMW UA» Mobile Application and during the implementation of any agreements and contracts with the User by AWT Bavaria Ukraine.

The mobile application «myBMW UA» (hereinafter referred to as the «**Application**») is software for mobile devices running Android and Apple iOS operating systems. The application is available to the User to download and save it on a mobile device in the AppStore and Google Play Market application stores.

The User of the Application is an individual who lawfully downloaded the Application on his mobile device and activated it in accordance with the License Agreement.

This Policy was developed in accordance with the requirements of the Law of Ukraine «On Personal Data Protection» No. 2297-VII of 06/01/2010 with amendments and additions.

### **1. USERS' PERSONAL INFORMATION PROCESSED BY AWT BAVARIA UKRAINE**

1.1. Within the scope of this Policy, under the «user's personal data» is meant:

- **User's personal data** – any information relating directly or indirectly identified to an individual or individual that is identified (personal data subject), which the User provides about himself when registering (creating an account) or in the process of using the Application.
- **Personified information** – information that the User provides about himself independently during registration (account creation) or in the process of using the Application. The information required to work with the Application is indicated in a special way. Other information is provided by the user at his discretion.
- **Data automatically transmitted by the Application** – data that is automatically transmitted by the Application in the course of their use using the software installed on the User's device, including IP address, cookie data, information about the user's browser (or other program that accesses the Application), technical characteristics of the device and software used by the User, date and time of access to the Application, addresses of requested pages and other similar information that has become known for AWT Bavaria Ukraine due to the use of the User's Application.
- **Other information** – other information about the User, the processing of which is provided for by the terms of use of the Application.

1.2. This Policy applies only to information processed during the use of the Application. AWT Bavaria Ukraine is not responsible for the processing of information by third-party websites, which the User can navigate by the links available in the Application.

1.3. AWT Bavaria Ukraine does not control the information provided by the User, and does not have the ability to evaluate its legal capacity. However, AWT Bavaria Ukraine assumes that the User provides reliable and sufficient personal information and maintains this information up to date. Providing inaccurate or insufficient information may lead to a decrease in the effectiveness of the use of the Application by the User.

### **2. PURPOSES OF USERS' PERSONAL DATA PROCESSING**

- 2.1. AWT Bavaria Ukraine collects, processes and stores only such personal information that is necessary to provide the User with the possibility of using the Application and adapting the Application to users' requests, unless the applicable law provides for the mandatory storage of personal information for a period specified by law.
- 2.2. AWT Bavaria Ukraine processes the User's personal information for the following purposes:
  - 2.2.1. User identification in the scope of using the Application, as well as in the conclusion of agreements and contracts with the AWT Bavaria Ukraine;
  - 2.2.2. User identification in the scope of using the Application, as well as in the conclusion of agreements and contracts with partners of AWT Bavaria Ukraine;
  - 2.2.3. providing the user with personalized services;
  - 2.2.4. communication with the User, including phone calls, sending messages, requests, SMS and information regarding the use of the Application, the implementation of agreements and contracts, as well as the processing of requests and applications from the User;
  - 2.2.5. improving the quality of the Application, ease of use, development of new functions;
  - 2.2.6. advertising and informational materials targeting;
  - 2.2.7. statistical and other research practices based on anonymized data.

### **3. TERMS OF USERS' PERSONAL DATA PROCESSING AND ITS TRANSFER TO THIRD PARTIES**

- 3.1. AWT Bavaria Ukraine saves the Users' personal information in accordance with the requirements of the current legislation of Ukraine, internal regulations and this Policy. The data storage period is 3 (three) years from the moment of data submission (for a mobile application – from the moment of user registration in the Application). The indicated storage period is determined by the estimated average life of the vehicle by one user and can be increased by amending this Policy.
- 3.2. With regard to the User's personal data, its confidentiality is maintained, except for cases when the User voluntarily provides information about himself for general access to an unlimited circle of people.
- 3.3. AWT Bavaria Ukraine has the right to transfer User's personal information to third parties in the following cases:
  - 3.3.1. the User has agreed to such actions;
  - 3.3.2. transfer is necessary for use by the User of the Application or for the implementation of a specific agreement or contract with the User;
  - 3.3.3. when the User uses the Application, the User's personal data can be transferred to third parties indicated in the list of partners of AWT Bavaria Ukraine (if such a list is approved and posted);
  - 3.3.4. such a transfer takes place as part of the reorganization of AWT Bavaria Ukraine, or as part of a sale or other transfer of business (in whole or in part), while the acquirer is transferred all obligations to comply with the terms of this Policy in relation to the personal data received by him;
  - 3.3.5. in order to ensure the possibility of protecting the rights and legitimate interests of AWT Bavaria Ukraine or third parties in cases where the User violates the License Agreement, this Policy, or documents containing the conditions for using specific functions, the terms of license or other agreements concluded by the User with AWT Bavaria Ukraine or its partners;
  - 3.3.6. as a result of processing the User's personal information by depersonalizing it. The obtained anonymized data may be transferred to a third parties for research, performance of work or the provision of services on behalf of AWT Bavaria Ukraine;
  - 3.3.7. the transfer is provided for by the current legislation of Ukraine in accordance with the procedure established by the legislation (procedure).
- 3.4. When processing the users' personal data, AWT Bavaria Ukraine is guided by the Law of Ukraine «On Personal Data Protection». AWT Bavaria Ukraine has the right to involve third parties in the processing and storage of personal data.
- 3.5. AWT Bavaria Ukraine has the right to carry out cross-border transfer of personal data and other personal information of the User. At the same time, AWT Bavaria Ukraine is obliged to make sure that the foreign state into whose territory it is supposed to transfer personal data provides adequate protection of the rights of subjects of personal data before such a transfer begins.

Cross-border transfer of personal data on the territory of foreign states that do not provide adequate protection of the rights of subjects of personal data is not allowed.

### **4. PERSONAL INFORMATION ALTERATION AND DELETION. MANDATORY DATA STORAGE**

- 4.1. The User can at any time change (update, supplement) the personal information provided by him or its part, using the editing function of the personal data of the Application.



- 4.2. The User can delete the personal information provided by him within the scope of a certain account using the profile delete function. Moreover, the removal of the User may result in the User being unable to use certain functions and the Application as a whole. AWT Bavaria Ukraine reserves the right to save the anonymized part of the data received from the User in order to comply with the requirements of the current legislation of Ukraine.
- 4.3. The rights provided for in paragraphs 4.1. and 4.2. of this Policy may be limited in accordance with the requirements of the current legislation of Ukraine. In particular, such restrictions may include the obligation of AWT Bavaria Ukraine to save information that has been changed or deleted by the User for a period established by law, and to transfer such information to a state body in accordance with the procedure established by applicable law.
- 4.4. AWT Bavaria Ukraine has the right to delete the personal information provided by the User or its part after 3 (three) years from the date of data submission (in case of using the mobile application, from the registration of the User in the Application). AWT Bavaria Ukraine is obliged to notify the User of its desire to delete the personal information of the User by sending an email to the User or by sending an SMS message or other available to the User and AWT Bavaria Ukraine notification method. If the User confirms the relevance of the data, then the data processing period is extended for another 3 (three) years.

## **5. PERSONAL DATA PROCESSING USING COOKIE FILES AND COUNTERS**

- 5.1. AWT Bavaria Ukraine sites and/or the Application may use cookies sent by AWT Bavaria Ukraine to the User's device and from User's device to AWT Bavaria Ukraine. The cookie data can be used to provide the User with personalized services, informational and/or advertising messages, to target the advertisements that are shown to the user for statistical and research purposes, as well as to improve the services of AWT Bavaria Ukraine.
- 5.2. The User is aware that the device and software used to visit sites on the Internet may have the function of prohibiting operations with cookies (for any sites or for certain sites), as well as deleting previously received cookies. The decision to delete cookies from the User's device is solely made by the User.
- 5.3. Counters placed by AWT Bavaria Ukraine in the Application can be used to analyze the User's cookies, to collect and process statistical information about the use of the Application's functions, as well as to ensure the operability of the application as a whole or its individual functions. The technical parameters of the operation of the counters are determined by AWT Bavaria Ukraine and are subject to change without prior notice to the User.

## **6. MEASURES USED TO PROTECT USER'S PERSONAL DATA**

- 6.1. AWT Bavaria Ukraine takes the necessary and sufficient organizational and technical measures to protect the User's personal data from unauthorized or accidental access, destruction, distortion, blocking, copying, distribution, as well as from other illegal actions of third parties with it.

## **7. AMENDMENTS TO THE PRIVACY POLICY. APPLICABLE LEGISLATION**

- 7.1. AWT Bavaria Ukraine has the right to amend this Privacy Policy. When making changes to the current edition, the date of the last update is indicated. The new version of the Policy comes into force from the moment it is published, unless otherwise provided by the new version of the Policy. The current edition is constantly available on the page at <https://www.bmw.ua/mybmw-ua.html>.
- 7.2. The applicable legislation of Ukraine applies to this Policy and the relationship between the User and AWT Bavaria Ukraine arising due to the implication of the Privacy Policy.

## **8. FEEDBACK. QUESTIONS AND SUGGESTIONS**

- 8.1. The User has the right to send all suggestions or questions about this Policy to email address: [myBMW@bmw.ua](mailto:myBMW@bmw.ua).