

## **My BMW Motorrad Website Terms and Conditions**

Last updated: 06/22/2021

These Terms and Conditions together with the BMW Privacy Policy govern your use of the My BMW Motorrad website (“My BMW Motorrad”) and your relationship with the owner of the website, BMW Motorcycles, a division of BMW of North America, LLC (“BMW Motorcycles”) and its affiliates. You agree to be bound by these Terms and Conditions which describe functional areas of data collection and usage, and our Privacy Policy, which is incorporated herein by reference.

- 1) **TERMS OF USE** - When using My BMW Motorrad, you represent that you understand and will comply with the following Terms of Use.
  - a) **Right to Use** - BMW Motorcycles hereby grants you the right to access and use My BMW Motorrad and the content provided by BMW Motorcycles. You agree to the following:
    - i) You will not and will not allow any third party to copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from My BMW Motorrad, unless otherwise permitted.
    - ii) You will not and will not allow any third party to take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality contained on My BMW Motorrad.
    - iii) You will not and will not allow any third party to remove, obscure, or alter BMW Motorcycles’s or any third party’s copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through My BMW Motorrad.
    - iv) No license to any BMW Motorcycles intellectual property has been granted to you through your use of My BMW Motorrad.
    - v) The text, images, audio files, animation files, video files and any other content including customer input and their arrangement on this site are the property of BMW NA and subject to copyright and other intellectual property protection.
    - vi) The BMW name, model names and logo are registered trademarks. These trademarks and other BMW banners, logos, service marks, design marks and any other intellectual property belonging to BMW Motorcycles (“BMW Motorcycles’s Intellectual Property”). You will not modify, use, download, copy, transmit or distribute BMW Motorcycles’s Intellectual Property unless otherwise permitted.
    - vii) You will not use, copy or transmit, in whole or in part, any material for commercial purposes without the express prior written permission of BMW Motorcycles.
    - viii) You will not use any data mining, robots, scraping or similar data gathering methods with My BMW Motorrad.

- ix) Nothing in these Terms and Conditions shall be interpreted as granting any license to you in connection with My BMW Motorrad, the BMW Motorcycles Intellectual Property, or any other property within the control and ownership of BMW Motorcycles.
- b) **Availability of My BMW Motorrad** - Access to My BMW Motorrad is permitted at BMW Motorcycles's discretion. BMW Motorcycles reserves the right to withdraw, amend, or restrict the service provided on My BMW without notice. Situations that could limit or reduce availability of My BMW Motorrad include, but are not limited to, inappropriate or unauthorized use, system maintenance, breach of terms and conditions, or termination of a lease or retail account held with BMW Motorcycles Financial Services NA, LLC ("BMW Motorcycles FS").
- c) **Authorized Use** - BMW Motorcycles, in its sole discretion, may determine which uses of My BMW Motorrad are improper and/or unauthorized. BMW Motorcycles may take any appropriate action in response to unauthorized uses of My BMW including but not limited to blocking any user of My BMW Motorrad. You agree not to use My BMW Motorrad to:
  - i) make fraudulent statements or other misrepresentations;
  - ii) access, copy, transfer, transcode or re-transmit content in violation of any law or third party rights;
  - iii) violate a legal duty to a third party;
  - iv) transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - v) intentionally violate any national or international statute, law, decree, rule and/or regulation; or
  - vi) "stalk" or harass another person.
- d) **Content Disclaimer** - The following statements apply:
  - i) The information in My BMW Motorrad is intended for U.S. customers only and is provided 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. In no event shall BMW NA be liable to any person for any special, indirect or consequential damages relating to this material.
  - ii) Any issues involving My BMW Motorrad shall be governed by the laws of the United States of America, the state of New Jersey as may be applicable, and anybody using this site agrees that any lawsuit shall be litigated in state or federal court in New Jersey.
  - iii) BMW Motorcycles will, subject to legal requirements, determine the Model Year designation of its vehicles. The Model Year designation on any particular model may be longer or shorter than twelve months. Some vehicles pictured may contain non-U.S. equipment. Some models may be shown with optional equipment.
  - iv) All of the information contained in this site is for information purposes only and in no way constitutes an offer to buy or sell BMW Motorrad vehicles. The purchase of any

BMW Motorrad vehicle shall be subject to the terms and conditions of the applicable sale, lease or financing contract.

- v) BMW Motorcycles may at any time change this information by updating this posting. Visitors are bound by any such revisions and therefore should periodically visit this page to review the then-current My BMW Motorrad information.
  - vi) While BMW Motorcycles makes all reasonable efforts to provide accurate information on this site, there is no guarantee or warranty of accuracy. Furthermore, BMW Motorcycles does not assume any liability for the accuracy or completeness of information presented on My BMW Motorrad.
  - vii) Any rights not expressly granted herein are reserved.
- e) **My BMW Motorrad Functionality** - The following describes the features and functionality included in My BMW.
- i) **BMW ID** - When registering for My BMW Motorrad, you'll be asked to provide a working email address that you have access to and a unique password. Your email address will become your BMW ID. While your BMW ID may be used on various BMW apps and websites, it will have different access levels based on your relationship with BMW and it's other brands. After logging in, you'll be able to change your BMW ID. You'll also be able reset your password if you forget it at any time. By creating a BMW ID, you may receive notifications within My BMW Motorrad pertaining to your vehicle and the services BMW Motorcycles provides to you. Additionally, by creating a BMW ID, you are also agreeing to receive personalized communications with product or service offers from BMW Motorcycles either by email or direct mail. If you wish to be removed from these offer contact lists you may call BMW Customer Relations at (800) 831-1117 or visit the My Profile page within My BMW Motorrad.
  - ii) **My Profile** - On the My Profile page you'll find the most current contact information BMW Motorrad has on file for you. It's best to keep this information up to date so that you'll stay informed about important product or service related topics. On this page you'll also have the ability to update your preference for the additional categories of information you'd like to receive from BMW Motorrad.
  - iii) **My Garage** - As a BMW Motorrad owner or enthusiast, you can access the My Garage section of My BMW Motorrad which allows you to manage the vehicles you own, drive or simply have interest in.
  - iv) **Wish List** - The Wish List includes both saved builds and models of interest. Saved builds are vehicles you created in the bike configurator on bmwmotorcycles.com. A model of interest is a vehicle you identify as one you have interest in and they are shown in their current model year and corresponding MSRP. You may receive relevant communications based on the models you have selected. You may unsubscribe from such communications through the unsubscribe link at the bottom of any BMW Motorrad email communication or by updating your preferences on the My Profile page within My BMW Motorrad. You also have the ability to search for available inventory similar to your model of interest.
  - v) **Vehicle Profile** - A vehicle profile is accessible for vehicles in your garage that you own or drive. The vehicle profile includes relevant information for that model including the,

model name VIN. The profile also displays a BMW service center which was either chosen by you or set by the last known owner of that vehicle. You may change your preferred BMW service center at any time. The owner's manual (if available) for your vehicle will also be accessible from the profile.

- vi) **Deleting Vehicles from My Garage** - Most vehicles on your Vehicles page can be easily removed by clicking the 'delete' button associated with the vehicle; those you indicated you drive but are not the legal owner or lessee, and any vehicle in your Wish List.
  - vii) **Preferred BMW Sales Center** - You may select and save a preferred BMW Motorrad sales center within My Garage as the center you prefer doing business with. This center will be displayed for quick reference of location, phone numbers, contact form and plan route map. You may change your preferred sales center at any time. Your preferred sales center information will be pre-filled for contact forms or service forms with the dealer information.. Your preferred BMW Motorrad sales center is associated with you regardless of how many vehicles you currently own or where you bought them. BMW may refer you to your preferred sales center for sales offers, events, test drives and other relevant communications you've given us permission to send.
  - viii) **Test Drive Scheduling** - Schedule a test drive for any of your Wish List vehicles. Your contact information and communication preference will be shared with your selected BMW Motorrad center and a dealer representative will reach out to confirm all the details.
  - ix) **Requesting a Quote** - You may submit a request for a price quote on your saved build models. Your contact information and communication preference will be shared with your selected BMW Motorrad center and a dealer representative will reach out to confirm all the details.
- 2) **LIABILITY** - YOUR USE OF MY BMW Motorrad, ANY WEBSITE LINKED THROUGH MY BMW Motorrad, AND ANY MATERIAL AVAILABLE ON MY BMW Motorrad IS ENTIRELY AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BMW NA OR ITS AGENTS, AFFILIATES, PARTNERS, OR LICENSORS (COLLECTIVELY, "AFFILIATES") BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM LOSS RELATED TO THE USE OF THE SERVICE, APP OR THE CONTENT CONTAINED HEREIN REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF BMW NA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. NONE OF BMW NA OR AFFILIATES SHALL BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, OR FINANCIAL LOSSES ASSOCIATED WITH THE USE OF MY BMW Motorrad OR THE MATERIALS CONTAINED HEREIN. IN THE EVENT ANY EXCLUSION OR LIMITATION OF LIABILITY IS LIMITED BY LAW, SUCH LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.
  - 3) **INDEMNITY** - YOU AGREE TO INDEMNIFY AND HOLD HARMLESS BMW NA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYERS AND AGENTS, FROM ANY LIABILITY, DAMAGES, LOSSES, PENALTIES AND COSTS OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES) DUE TO OR ARISING OUT OF YOUR USE OF MY BMW; YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY; OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.
  - 4) **THIRD PARTY CONTENT** - Any link or function contained in My BMW Motorrad which provides access to third party programs or content are provided for convenience only. BMW Motorcycles

does not express any opinion on or endorsement of the content of any such third party programs and expressly disclaims any liability for the quality, content, nature, or reliability of any such third party resources and the information, products and services found thereon.

#### 5) COPYRIGHT AND TRADEMARK

- a) BMW Motorcycles owns the copyright in all material and information contained on My BMW Motorrad unless otherwise indicated. My BMW Motorrad and all materials and information herein are for informational purposes only and are subject to all applicable U.S. and international copyright laws. Any reproduction, retransmission or other use is strictly prohibited. You may print one copy and may download extracts of any page(s) from My BMW Motorrad for your personal reference. You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text. You must always acknowledge BMW Motorcycles's status (and that of any identified contributors) as the author of material on My BMW Motorrad . You must not use any part of the materials on My BMW Motorrad for commercial purposes without BMW Motorcycles written permission.
- b) Except as described above, none of the material contained on My BMW Motorrad (including all software, HTML code, and other code) may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo-reproduction, recordation, or otherwise), resold or redistributed without the prior written permission of BMW Motorcycles.
- c) BMW Motorcycles is licensed to use all intellectual property in the content of My BMW Motorrad and reserves the right to pursue any intellectual property infringement in the courts of the country where BMW Motorcycles suffers damage. No license is granted to you to use any trademark of BMW Motorcycles or their Affiliates. You shall not assert any claim or ownership to any such trademarks.

6) **PRIVACY POLICY** - To view the BMW Privacy Policy, [click here](#).

#### 7) GENERAL

- a) **Applicable Law** - The courts of New Jersey will have exclusive jurisdiction over any claim arising from or related to your use of My BMW Motorrad, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These Terms and Conditions are governed by New Jersey law.
- b) **Compliance** - The owner of My BMW Motorrad is based in the United States. BMW Motorcycles makes no representation that My BMW is appropriate or available for use in other locations. If you access My BMW Motorrad from other locations, you are responsible for complying with local laws. By registering for My BMW Motorrad, you warrant that you are not located in any country, or exporting such software to any person or place, to which the United States has embargoed goods.
- c) **Void Where Prohibited** - Although My BMW Motorrad and its content may be accessible worldwide, any product or service offered herein is void where prohibited by law. Accessing My BMW Motorrad from territories where its contents are illegal or unlawful is prohibited.

- d) **Minors** - The use of My BMW Motorrad is not intended for children under the age of 13. Moreover, any minor under the age of 18 should seek their parent's or guardian's permission prior to use of My BMW Motorrad.
- e) **Changes to these Terms and Conditions** - BMW Motorcycles reserves the right to change these Terms and Conditions at any time by posting revisions on this website beforehand. When these Terms and Conditions are updated, you will be prompted to review and accept them upon your next use of My BMW Motorrad. Continued use of My BMW Motorrad after acceptance of any change in the Terms and Conditions indicates your consent to such changes. The date on which this policy was last revised is located at the top of this page.
- f) **Severability** - If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable, then to the extent that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted. The remaining Terms and Conditions shall survive, remain in full force and effect, and continue to be binding and enforceable. No waiver by BMW Motorcycles of breach of an obligation arising under these Terms and Conditions shall constitute a waiver of any other breach.