

Terms of Use

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End User Terms of Use for the App Mercedes-Benz (USA/CA iOS)

1. Introduction

1.1 Publisher and Provider

The App is provided to you by Mercedes-Benz USA, LLC (“MBUSA” or “Provider”) and is available for download via an app store (“Platform”) operated by a Platform operator (e.g., Apple or Google, the “Platform Operator”). These Terms of use (these “Terms”) establish an agreement between you and MBUSA. By downloading, accessing, or using the App, you agree to these Terms. If you do not agree to the Terms, you must not download, access, or use the App. The Platform Operator is not a party to these Terms. Additional terms presented to and/or agreed to by you may apply, including but not limited to the Terms of Use for Mercedes-Benz Digital Extras.

THESE TERMS CONTAIN A PROVISION THAT GENERALLY REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS AND CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE SEE SECTION 7.4 FOR INFORMATION.

These Terms of Use incorporate by this reference the Mercedes-Benz Digital Extras Privacy Policy. The policy can be found in the App Legal section under "Data Privacy".

Your use of the App may also be subject to the terms and conditions of any service agreement with your wireless carrier and to the terms and conditions effective between you and Platform Operators.

Platform Operators are third-party beneficiaries of this agreement, but these Terms do not establish an agreement between you and any Platform Operator.

1.2 User of the App and Purpose of the Use

By downloading, accessing or using the App you represent and warrant that: (a) if acting in your capacity as an individual, you are of legal age to form a binding contract and meet any other eligibility requirements set forth herein; or (b) if acting in a business capacity, you are duly authorized to act on behalf of your employer.

1.3 Function and Purpose of the App

The function and the purpose of the App are described under [App Description](#).

1.4 Registration

Provider may require you to create a user account in order to access the App or certain features or functions of the App. You must provide accurate and complete information when creating an account and you must keep your user account information up to date.

2. Usage Rights

2.1 Scope of Rights

Except as otherwise provided in these Terms, the App and its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Provider, Provider’s licensors, or other providers of such material, and are

protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Provider grants you a non-exclusive, non-sublicenseable, nontransferable, and revocable right to use the App free of charge in accordance with these Terms. This license does not allow you to use the App on a device that you do not own or control without permission of the device owner, and you may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, or redistribute the App. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates to the App, or any parts thereof. You may not remove any proprietary notices, labels, or marks from the App or take any action that would cause the App or its associated information to be placed in the public domain. You may not attempt to circumvent any security or access controls associated with the App.

2.2 Usage Rights for FOSS

The App may contain parts of free and open source software (“FOSS”). For those components the [Information and Terms for FOSS Information](#) for FOSS Information have priority over this terms. For a list of the FOSS integrated into this app, [please click here](#).

2.3 Third Party Content

The App may contain or use third party software or content. For those components the term set forth in the [Third Party](#) CONTENT section apply to your use of the App and take precedence over any conflicting provision of these Terms. By downloading, accessing or using the App you agree that you are entering into an agreement under the applicable terms with the third party provider regarding the use of the third party services and content. In case of a breach or violation of that agreement the third party provider may raise claims against you. For more information, including a list of our third party providers’ terms and related policies to which you may be subject, [please click here](#).

2.4 Expiration of Usage Rights

Your right to download, access, and use the App is conditional on your compliance with these Terms. If you violate these Terms, as determined in Provider’s sole discretion, your right to download, access and use the App automatically terminates.

Provider reserves the right to withdraw or change the App, any part or feature of the App, and any service, product or material available via the App, temporarily or permanently, in Provider’s sole discretion without notice to you. Provider will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, Provider may restrict access to some or all of the App.

2.5 Waiver and Assignment

No waiver by Provider of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Provider to assert a right or provision under the Terms shall not constitute a waiver of such right or provision.

These Terms and any rights and licenses granted in these Terms may not be transferred or assigned by you. Provider may assign any rights and licenses granted in these Terms without restriction.

3. User Obligations

3.1 Responsibilities

You agree that you will be legally bound by the actions taken and the agreements made by any person who uses the App in association with your account.

If you create an account, you are responsible for maintaining the confidentiality of your account and password. You may not share your account and password with anyone. You must notify Provider immediately of any breach of security or unauthorized use of your account.

Provider is not responsible for the acts of third parties who may access the App and information via your mobile device. You should use all security features of the devices that you use to access and use the App, including any password, locking, or encryption features, to help secure access to the App.

3.2 Obligation to Inform about Disruptions and Securities

You agree to promptly inform Provider about any disruptions in the App's operations, and of any unauthorized access to or use of the App, at the Contact Information provided below.

Mercedes-Benz Customer Assistance Center
One Mercedes-Benz Drive
Sandy Springs, GA 30328
USA
Phone: 1-800-367-6372
Email: me-connect.usa@cac.mercedes-benz.com

3.3 Acceptable Use

You agree to use the App only when it is safe to do so and in compliance with applicable law and these Terms.

You agree that you will not use the App in a way that has a negative impact on the App itself, associated websites, or on software that the App accesses.

You agree that you will not use the App to harass or harm any person. You agree that you will not impersonate or attempt to impersonate any other person or entity while using the App. You agree that you will not engage in any conduct that restricts or inhibits anyone's use or enjoyment of the App or that may, as determined by Provider in its sole discretion, harm Provider or other users. You agree that you will not attempt to disable, overburden, damage, or impair Provider's systems. You agree that you will not attempt to gain unauthorized access to the App, Provider's servers, or any server, computer, device, or database associated with the App.

You agree that all information you provide in association with the App, including all information provided in association with any user account that you may be permitted or required to create, is accurate and up to date. And you agree to maintain and promptly update the information that you provide.

You are responsible for informing all drivers and passengers of the vehicle(s) associated with the App and all users of the App regarding the associated data collection and data processing activities. Please see the App Privacy Policy for additional information.

Provider has the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the App.

YOU WAIVE AND HOLD THE PROVIDER, ITS AFFILIATES, LICENSEES, AND SERVICES PROVIDERS HARMLESS FROM, ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Provider is under no obligation to enforce the Terms on your behalf against another user. Provider encourages you to notify Provider if you believe another user has violated the Terms. Provider reserves the right to investigate and take appropriate action in Provider's sole discretion. Provider assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Provider has no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

Provider reserves the right to terminate your access to the App at any time in Provider's sole discretion for any or no reason, including if, in Provider's opinion, you have violated any provision of the Terms. Upon termination, the provisions of the Terms that, by their nature, survive termination or expiration shall survive.

4. Communications

You agree to be contacted by Provider or on Provider's behalf by mail, email, and other platforms for marketing and non-marketing purposes. You confirm that all of your contact information is accurate and current. You also agree that you are the authorized user for the contact information provided. You also agree to notify Provider promptly if any of your contact information changes in the future.

By accepting the Terms, you consent and agree to receive important agreements, notices, disclosures, and other communications in electronic form (either by e-mail or via the App). You agree that all communications that Provider sends to you electronically satisfy any legal requirements that such communications be in writing.

5. Disclaimer of Warranties

YOUR USE OF THE APP, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP IS AT YOUR OWN RISK. THE APP, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE PROVIDER NOR ANY PERSON ASSOCIATED WITH THE PROVIDER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE APP. WITHOUT LIMITING THE FOREGOING, NEITHER THE PROVIDER NOR ANYONE ASSOCIATED WITH THE PROVIDER REPRESENTS OR WARRANTS THAT THE APP, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE APP OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

PROVIDER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION TO PROVIDER IS AT YOUR OWN RISK. PROVIDER DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

SOME OF THE CONTENT, PRODUCTS, AND SERVICES AVAILABLE THROUGH THE APP MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT PROVIDER ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS, OR SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. Liability

6.1 Liability of Publisher and Provider

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, IN NO EVENT WILL PROVIDER OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES OTHER THAN YOU, AGENTS, MEMBERS, MANAGERS, OFFICERS, OR DIRECTORS BE LIABLE FOR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING,

EMOTIONAL DISTRESS, LOSS OF PROFITS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), UNDER ANY LEGAL THEORY (WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, ANY ONLINE SERVICES LINKED TO IT, ANY CONTENT ON THE APP OR SUCH OTHER ONLINE SERVICES, OR OTHER SERVICES OR PRODUCTS OBTAINED THROUGH THE APP OR SUCH OTHER ONLINE SERVICES, EVEN IF FORESEEABLE AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Indemnity

You agree to defend, indemnify, and hold harmless Provider, its licensors, service providers, employees, agents, members, managers, officers, directors, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the App, including, but not limited to, any use of the App's content, services, and products other than as expressly authorized in the Terms or your use of any information obtained from the App.

7. Additional Provisions

7.1 Subject to Change

You agree to defend, indemnify, and hold harmless Provider, its licensors, service providers, employees, agents, members, managers, officers, directors, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the App, including, but not limited to, any use of the App's content, services, and products other than as expressly authorized in the Terms or your use of any information obtained from the App.

7.2 Invalidity of Individual Clauses

If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

7.3. Applicable Law

These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws provisions.

7.4 Dispute Resolution

ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT THE CUSTOMER MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF CLAIMS QUALIFY.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT AND MUST FOLLOW THESE TERMS AS A COURT WOULD.

ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES, IF APPLICABLE, THE SUPPLEMENTARY

PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED.

ARBITRATION HEARINGS SHALL BE HELD IN GEORGIA. IF THIS LOCATION IS NOT CONVENIENT FOR YOU, YOU MAY INFORM MBUSA. MBUSA WILL WORK WITH YOU TO DETERMINE A MUTUALLY CONVENIENT LOCATION. ANY DISAGREEMENTS REGARDING THE LOCATION IN WHICH ARBITRATION HEARINGS WILL BE HELD SHALL BE SETTLED BY THE ARBITRATOR.

NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN GEORGIA. IF YOU INITIATE ARBITRATION, YOUR ARBITRATION FEES WILL BE LIMITED TO THE FILING FEE SET FORTH IN AAA'S CONSUMER ARBITRATION RULES. REGARDLESS OF WHO INITIATES ARBITRATION, MBUSA WILL PAY YOUR SHARE OF ARBITRATION FEES (NOT INCLUDING THE CUSTOMER'S ATTORNEYS' FEES) UP TO A MAXIMUM OF \$2,500. IF THE ARBITRATOR RULES AGAINST MBUSA, IN ADDITION TO ACCEPTING WHATEVER RESPONSIBILITY IS ORDERED BY THE ARBITRATOR, MBUSA WILL REIMBURSE YOUR REASONABLE ATTORNEYS' FEES AND COSTS UP TO A MAXIMUM OF \$5,000, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF YOUR CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH. IN ADDITION, IF THE ARBITRATOR RULES IN MBUSA'S FAVOR, MBUSA WILL NOT SEEK REIMBURSEMENT OF MBUSA'S ATTORNEYS' FEES AND COSTS, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF YOUR CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH.

To help resolve any issues promptly and directly, you and MBUSA agree to begin any arbitration within one year after a claim arises; otherwise, the claim is waived.

It is important that you understand that by entering into these terms, you and MBUSA are each waiving the right to a trial by jury or to participate in a class action against the other party for claims that are covered by this "Dispute Resolution" section. The arbitrator's decision will be conclusive and binding and may be entered as a judgment in any court of competent jurisdiction.