

ONLINE SERVICES AGREEMENT

Effective October 03, 2020

BMW Financial Services NA, LLC and its subsidiaries and affiliates ("BMW FS") require you to agree to this Online Services Agreement (this "Agreement") to use any of the services or perform any of the transactions that we offer through our websites or apps on the internet (collectively, "Online Services"). **By using or accessing Online Services, you agree to be bound by the Agreement. By agreeing to be bound by the Agreement, you agree to be bound by the arbitration provision, class action waiver, and jury trial waiver below.** Please read this agreement carefully and retain it for your records.

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1. Online Services.

Online Services include Easy Pay, My BMW, Owners' Lounge, and FS Central, each of which allow you to register with us to view your account information, manage your accounts with us, and make payments on your account with us over the internet. As used herein, the terms "we," "us," or "our" refers to BMW FS, including MINI Financial Services, Rolls-Royce Motor Cars Financial Services, BMW Bank of North America, or Financial Services Vehicle Trust. "You" or "your" refers to each person(s) who uses or accesses Online Services. You must have an active retail installment sales contract, loan, or lease account with us to use Online Services. Online Services may be limited or unavailable if your account is in bankruptcy, paid in full, or if we otherwise change or suspend Online Services at our sole discretion.

2. User IDs and Passwords.

You must choose a user ID and password when you register to use Online Services. Your user ID is a valid e-mail address you select, which you must provide to use Online Services. We may, at our option, change your password parameter requirements without prior notice to you. If we do so, you will be required to change your password the next time you enter our website. You will not give your password or make it available to any other person and you will keep it private and secure. You shall notify us of immediately upon becoming aware of any unauthorized access or use of your user ID or password. You represent and warrant that you have the authority and right to register for Online Services and accept responsibility for all services and transactions performed using your user ID and password via our websites and Online Services to the fullest extent allowed by law.

3. Electronic Payments.

You may use EasyPay to electronically pay your monthly account statements and any other charges to your account. If you do, you represent and warrant that you have the authority and right to draw or transfer funds from your financial institution with the account numbers you provide to us. By using Online Services to pay us, you authorize us to draw or otherwise transfer funds from the account at that financial institution in the amounts you enter. Any error or delay of the Online Service will not affect your obligation to make any monthly payment you owe.

4. Charges.

Your financial institution may impose its customary charges for any amounts you pay us, whether for checks or for electronic funds transfers. You will pay us a service charge for each check or computer payment that is not honored by your financial institution, and non-sufficient funds or returned item fee based on your contract and your state's laws.

5. Electronic Records.

If you elect to receive paperless statements or notifications, as a BMW FS Consumer you agree to BMW FS's [Consent to Receive Electronic Communications \(ESIGN DISCLOSURE\)](#) and as a MINI FS Consumer you agree to MINI FS's [Consent to Receive Electronic Communications \(ESIGN DISCLOSURE\)](#), which is incorporated herein by this reference. With regard to paperless statements or electronic communications, disclosures, or funds transfers, you confirm that (a) you can receive electronic communications addressed as indicated in your application for Online Services, and that (b) your computer equipment is capable of printing or saving electronic communications and attachments to such communications. Any subsequent notices or disclosures will be effective the date we post them to our website or send them to you electronically (unless we indicate in our communication a later effective date).

You shall keep your email, phone number, and other contract information accurate and up to date. You may do so using the "Profile" section of your My BMW account or by calling us using the contact information below. If we send you paperless statements or electronic communications or disclosures, but you do not receive them due to incorrect

contact information on your Online Services account or through no fault of BMW FS, you will be deemed to have received the paperless statements or electronic communications or disclosures.

6. Privacy.

Our use of your personal and account information, including how we disclose such information to third parties, is governed by our [Privacy Statement](#) and [Privacy Notice](#), which are incorporated herein by these references.

7. How to Cancel a Scheduled Payment.

Your upcoming monthly electronic payment will appear on your monthly account statement. If you need to cancel a scheduled payment or terminate your EasyPay, you must call or write to us using the contact information provided below in time for us to receive your request 3 business days or more before the payment is scheduled to be made. We may discontinue your EasyPay or scheduled withdrawals at any time.

8. Error Resolution and Questions About Transactions.

If you believe your account at your financial institution has been debited in error or if you have questions about your electronic payments, you must call us at (800) 578-5000, Monday through Thursday 9:00 a.m. to 9:00 p.m. ET, and Friday 9:00 a.m. to 6:00 p.m. ET, write to us at BMW Financial Services NA, LLC at P.O. Box 3608, Dublin, Ohio 43016-0306 or you may access your [My BMW account online](#), [MINI Owners' Lounge account online](#) or [BMW FS Central account online](#) and submit a message through the Message Center. You agree to contact us no later than 60 days after we send the first account statement on which the potential error or transaction in question appeared. You must provide us with the following information:

- a. Your name(s) and account number (if any);
- b. A description of the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- c. The dollar amount of the suspected error.

If you tell us orally, we may require written documentation within 10 business days.

We will determine whether an error occurred within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

For Massachusetts Residents: We will determine whether an error occurred within 10 calendar days instead of business days. Any documentation we provided to you which indicates that an electronic funds transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

Unless otherwise provided in this agreement, you (the consumer) may not stop payment of electronic fund transfers; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

9. Contact Us.

If you have enrolled in EasyPay and you believe your account at your financial institution has been debited in error, you agree to contact us and your financial institution immediately. If there has been a transfer without your permission, you agree to immediately call, Monday through Thursday 9:00 a.m. to 9:00 p.m. ET, and Friday 9:00 a.m. to 6:00 p.m. ET, or write to us as follows:

- **To write for all brands:**
P.O. Box 3608
Dublin, Ohio 43016-0306
- **To call for BMW and Motorrad:**
(800) 578-5000
- **To call for MINI:**
(877) 646-4463
- **To call for Rolls-Royce Motor Cars:**
(877) 877-3735

We are closed on most federal banking holidays and on certain other days. Please contact us at the appropriate phone number above to inquire about our specific days of operation.

10. Risk of Incomplete Transactions and Input Errors.

We are not responsible for your errors or negligent use of our Online Services, including, without limitation, input errors, negligent handling or sharing of passwords, or leaving a computer unattended while accessing Online Services. In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction so affected.

11. Equipment and Internet Access.

We provide our Online Services as a convenience to you. You are responsible for obtaining and using your own internet access, browser, and secure device that meets the requirements for our Online Services that we establish from time to time. We are not responsible for notifying you of any upgrades, fixes, enhancements to, or for providing technical or other support for any browser, or for any compromise of data transmitted across computer networks or telecommunications facilities, including, without limitation, the internet. You are responsible for paying for, obtaining, installing, maintaining, and operating all computer hardware, software, and internet access services necessary to use or access any aspect of the websites and Online Services. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using the internet and you hereby expressly assume such risks (to the extent permitted under applicable law).

12. Compliance.

In addition to this Agreement, you agree to comply with all applicable laws and account agreements, including, without limitation, your retail installment sales contract, loan, lease or other finance accounts. In the event of conflict between the terms of this Agreement and your applicable account agreements with us, the terms of your retail installment sales contract, loan, lease or other finance account agreement will control.

13. Limitation of Liability.

THESE TERMS OF USE STATE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY AS IT RELATES TO OUR WEBSITES, ONLINE SERVICES, OR THE AGREEMENT. IN NO EVENT WILL BMW FS OR ITS AFFILIATES BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING FROM OR RELATED TO ANY ACCESS TO OR USE OF ONLINE SERVICES OR THE WEBSITES, OR THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, EQUIPMENT, SOFTWARE, OR ANY INTERNET

ACCESS SERVICES. IN NO EVENT WILL BMW FS OR ITS AFFILIATES BE LIABLE FOR TO YOU OR ANY THIRD PARTY FOR MORE THAN \$100. This limitation of liability section applies to you to the extent permitted under applicable law.

14. Disclaimer of Warranties.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOUR USE OF ONLINE SERVICES OR OUR WEBSITES IS AT YOUR SOLE RISK AND ONLINE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM OUR WEBSITES, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU EXCEPT WHERE REQUIRED BY APPLICABLE LAW. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT ONLINE SERVICES OR YOUR ACCESS TO OUR WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ONLINE SERVICES OR WEBSITES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITES. This disclaimer of warranties section applies to you to the extent permitted under applicable law.

15. Links to Third-Party Websites.

Our Online Services may contain links to other third-party websites. We are not responsible for, nor do we control, the content, products, or services provided by linked third-party websites. We do not endorse or guarantee the products, information or recommendations provided by linked websites, and are not liable for any failure of products or services advertised on those websites. We are not responsible for the privacy or security of these third party websites. Your access, use, and reliance upon such content, products, or services is at your own risk.

16. Indemnification.

You shall defend, indemnify, and hold BMW FS and its affiliates and their officers, directors, employees, and agents harmless from and against any claims, losses, damages, liabilities, costs, or expenses of any kind, including, without limitation, legal fees, that we may incur arising from or relating to any claim, Online Services, our websites, the Agreement, or the rights of any third party. We may assume the sole and exclusive defense and control of any matter subject to indemnification by you, at our expense, and you agree to cooperate with us in defending against such matter.

17. Business Accounts.

If you are using or accessing our Online Services as a designated representative of a business account holder, any user ID or password that we provide to you is provided to you only in your capacity as a representative of the business entity. You may not retain these user IDs or passwords or use them in any way after your authority to represent such business entity with respect to its account and Online Services is terminated. You shall inform us immediately if you or an authorized person with access to your ID and password are no longer authorized to represent such business entity or use Online Services.

18. Termination.

We may suspend your access to Online Services or terminate this Agreement at any time, in whole or in part, without prior notice to you, for any reason and in our sole discretion, including but not limited to your failure to access our

websites for an extended period of time. We may terminate your access to Online Services if you close all of your accounts with us or if your account access is restricted for any reason.

You may terminate this Agreement and your use of Online Services at any time by calling us or writing to us using the contact information above. You must notify us at least 10 business days before the date you want your enrollment in Online Services to be terminated. Any payments that have not been processed will be cancelled upon termination. The obligations and liabilities of the parties incurred prior to the termination date survive the termination of this Agreement for all purposes.

We may modify the information presented on our Online Services at any time without notice. This termination section applies to you to the extent permitted under applicable law.

19. Arbitration, Class Action, and Jury Trial Waiver.

Any and all disputes or claims between you and BMW FS, its affiliates and their officers, directors, employees, and agents that arise from or relate to our websites, Online Services, or the Agreement, will be resolved exclusively through final and binding arbitration, rather than in court. Instead of arbitration, you may assert your claims in small claims court if your claim qualifies, the matter remains in such court, and advances only on an individual basis—not in a class or on a representative basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement.

You may only bring claims against us on an individual basis. You may not bring claims against us as a plaintiff in a class or representative capacity. An arbitrator may not consolidate or join more than one person's or party's claims nor preside over any form of a consolidated, representative, or class action or proceeding. An arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claims. Any relief awarded may not affect other users.

The arbitration will be conducted in accordance with the American Arbitration Association rules as revised by this Agreement. The arbitrator's award will be final and binding and any judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction.

You hereby give up your right to a trial by jury.

20. Governing Law.

This Agreement is governed by the laws of the State of Ohio, without regard to its conflicts of laws principles. This Agreement inures to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. All claims, except for the small claims you may bring under Section 19 "Arbitration, Class Action, and Jury Waiver," will be brought exclusively in the state or federal courts located in Franklin County, Ohio and you hereby consent to such personal jurisdiction. Your retail installment sales contract, loan, lease or other finance accounts continue to be governed by laws and venue provisions of your applicable account agreement. This Agreement applies to the use of the Online Services.

21. Changes.

We may revise this Agreement from time to time by posting a new version of this Agreement on our website, emailing you, or otherwise notifying you electronically or in writing. Unless otherwise required by law, where the changes materially reduce your rights or increase your responsibilities, the changes will take effect 30 days after our notification. By continuing to use our Online Services, you agree to be bound by those changes. If you do not agree with any changes, you may terminate your account.

22. Miscellaneous Terms.

Not all the products or services described on our websites are available in all jurisdictions. We may determine your eligibility for any product or service in our discretion.

Unless otherwise prohibited by law, any communication or material you transmit to us using Online Services or email is on a non-confidential basis and we may use such communication or material for any purpose consistent with our [Privacy Statement](#) and [Privacy Notice](#), including reproduction, publication, broadcast, and posting.

You may not transfer or assign any rights or obligations under this Agreement without our prior written consent. Any transfer or assignment in violation of this provision is void. We may transfer or assign this Agreement or any rights or obligations under it at any time.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on further occasions.

Provisions that by their nature should survive termination of this Agreement must survive termination, including, without limitation, limitation of liability, disclaimer of warranties, indemnification, arbitration, class action, and jury waiver, and governing law.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and us with respect to the Online Services and it supersedes all prior understandings between you and us.

If any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement will remain in effect.

To the extent permitted under applicable law, you must file any arbitration request, claim, or cause of action arising out of relating to Online Services, websites, apps, or the Agreement within 1 year of the events giving rise to such request, claim, or cause of action, or you will be forever barred from filing them.