

Information on Product Data for BMW/MINI Wallbox Plus (Gen4) (the "Product") according to Article 3 (2) Regulation (EU) 2023/2854 ("Data Act")

The Product can generate the following data, depending in particular on settings, optional equipment, and country-specific specifications:

Data type

Load data
Status data
Configuration data

Data format

OCPP 2.0.1 standard

Estimated volume

Depending on usage (based on the selected use cases), between 1 and 5 megabytes per day.

- The Product is capable of generating product data continuously and in near real-time.
- The Product is capable of storing product data on-device and on a remote server:
 - Internal Wallbox storage: in particular whitelist of RFID cards, charging profiles, number of charging sessions, charged energy, and complete logs.
 - Backend: All product data (including raw OCPP data) is stored on a remote server.
 - The retention period of the data depends on the type of data. It can range from a minimum of 7 days (e.g., diagnostic logs) to the lifetime of the product plus two years (e.g., charging session data). The product data can be transferred from the Product by LAN, wi-fi or, if available, mobile network.
- The customer can access, retrieve and, where relevant, erase certain data directly from the Product by adhering to the following instructions:
 - Access/Retrieval: The Wallbox app embedded in the myBMW/MINI App (the "App") can be used to access the product data once remotely available in the backend. BMW/MINI will forward this data to a URL specified by the customer in the App settings. Once the customer has specified the forwarding URL, any incoming message from the device will be forwarded as an HTTP PUT request. The customer can also request personal data from BMW/MINI customer support, as per Regulation (EU) 2016/679 (GDPR).
 - Erase: Twenty-four months after termination of the BMW/MINI Connected Home Charging Services ("Services") as per the relevant contract (including due to BMW/MINI discontinuing the Services or the customer deleting its BMW/MINI ID user account), all Services-related data will be deleted. Deleted data cannot be recovered.
- Quality of service: BMW/MINI strives to provide access to data at all times and target overall availability of more than 99%. Occasional downtimes may occur due to unavoidable events such as technical maintenance.

Information on Related Service Data for BMW/MINI Connected Home Charging (the "Related Service") according to Article 3 (3) Regulation (EU) 2023/2854 ("Data Act")

BMW/MINI can obtain product data and related services data as follows:

Nature of data

Data sent from the Wallbox to the backend is provided by BMW/MINI. This includes: Meter measurement data, state information (authentication, charging break), event data (peak shifting, dynamic load control, ...).

Estimated volume

Depending on usage (based on the selected use cases), from 1 to 5 megabytes per day.

Collection frequency

Measurement values are sent from the Wallbox to the backend once per minute. These transmissions can be event-based and can occur at higher frequencies.

Data storage and retention

Readily available data is stored on a remote server (the backend). The App has two basic functions: visualizing telemetry data (status, historical status, etc.) and providing remote control of the Wallbox for the customer. Data storage is handled accordingly for both functions.

The retention period of the data depends on the type of data. It can range from a minimum of 7 days (diagnostic logs) to the lifetime of the product (charging session data) plus two years.

The customer can access and retrieve this data directly from the Related Service by means of the App remotely available in the backend. BMW/MINI will forward this data to a URL specified by the customer in the App settings. Once the customer has specified the forwarding URL, incoming messages from the device will be forwarded as an HTTP PUT request. The customer can also request personal data from BMW/MINI customer support, in accordance with Regulation (EU) 2016/679 (GDPR).

BMW/MINI uses readily available data for

- a. executing agreements with customers or activities related to such agreements (issuing invoices, generating and providing reports or analyses, financial projections, impact assessment, calculating staff benefit);
- b. providing support, warranty, guarantee or similar services or to assess customer, BMW/MINI's or third-party claims (malfunctions of the vehicle) related to the vehicle or Services;
- c. monitoring and maintaining the functioning, safety and security of the vehicle or Services, and ensuring quality control;
- d. fulfilling sales, service, and administrative processes;
- e. conducting marketing communications and market research;
- f. improving the functioning of any product or service offered by BMW/MINI;
- g. new products or services, including artificial intelligence (AI) solutions, developed by BMW/MINI or by third parties acting on behalf of BMW/MINI (where BMW/MINI decides which

tasks will be entrusted to such parties), in collaboration with other parties or through special purpose companies such as joint ventures;

- h. aggregating this readily available data with other data or creating derived data for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data does not allow specific data transmitted to BMW/MINI from the vehicle to be identified or allow a third party to derive those data from the dataset; and
 - i. fulfilling legal obligations.
- Prospective data holder and means of communication: Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany; court of registration: Munich HRB 42243 ("BMW"). The BMW ConnectedDrive or MINI Connected customer hotline will be happy to answer customer questions. Contact details on the BMW ConnectedDrive or MINI Connected customer portal for each country can be found at: redirect.bmw.com/supportwallboxgen4
 - The customer can request and end data sharing with a third party by means of the App.
 - The customer can enter the App using a URL pointing to a third party's receiving endpoint, thereby stating their will to share any future product data with said third party. BMW/MINI will forward any readily available data coming from the device directly to a third party if configured by the user.
 - The customer may end data sharing by removing the URL inside the App.
 - Each EU Member State has designated one or more competent authorities to be responsible for application and enforcement of the Data Act. Without prejudice to any other administrative or judicial remedy, the customer has the right to lodge a complaint with the relevant competent authority in the Member State of its habitual residence, place of work or establishment if the customer considers that its rights under the Data Act have been infringed. Please note that the tasks and powers of the competent authorities may vary among Member States.
 - BMW/MINI is the holder of various trade secrets that may be contained in the data that is accessible from the Product or generated during the provision of the Related Service.
 - The duration of the contract between the customer and BMW/MINI is unlimited until termination.
 - The customer can terminate the Services at any time without observing a notice period. BMW/MINI reserves the right to discontinue the Services without explanation, with a notice period of four (4) weeks from notification of the customer. Notification can be sent to the email address linked to the customer's BMW/MINI ID user account.
 - Both BMW/MINI and the customer are entitled to terminate the provision or use of the Services in accordance with applicable laws. In particular, BMW/MINI is entitled to terminate the Services without notice for good cause in the event of a culpable, serious breach by the customer of the terms and conditions governing the Services. The same applies for BMW/MINI to terminate the services of the myBMW/MINI App.
 - The Services will, in any case, end automatically (and further use of the Services will not be possible) if the customer deletes its BMW/MINI ID user account. Regaining access to the Services by the customer after it has deleted its BMW/MINI ID user account or after the Services have been terminated requires a new registration for a BMW/MINI ID user account and a new booking of the Services.