

Effective September 1, 2008

## LEXUS TELEPHONE PAYMENT SYSTEM CUSTOMER AUTHORIZATION

Each time you use the Lexus Telephone Payment System (the "Payment System"), you agree to the terms and conditions contained in this Authorization. In this Authorization, "you" and "your" refer to the user of the Payment System; and "we" and "us" refer to Lexus Financial Services ("LFS").

**1. General Authorization.** You may use the Payment System to initiate one or more payments to us from a designated bank account (the "Bank Account") (each payment is a "Telephone Payment"). When using the Payment System, we will ask you to provide us with unique identifying information, payment instructions including payment amount, certain bank account information such as the bank routing number and valid bank account number and any other information we may need to accept your Telephone Payment instructions ("Telephone Payment Instructions"). We will also ask you to confirm your Telephone Payment Instructions to us. Telephone Payments made using the Payment System will be initiated using an Automated Clearinghouse Debit to the Bank Account.

Each time you use the Payment System to initiate one or more Telephone Payments to us, you: (a) authorize us to withdraw the payment amount you have chosen (the "Payment Amount") and the Convenience Fee (defined below) from the Bank Account, all in accordance with your Telephone Payment Instructions; (b) authorize us to apply the Payment Amount to the LFS motor vehicle sales finance or lease account you designate (your "LFS Account"); (c) authorize the financial institution where the Bank Account is held (the "Financial Institution") to deduct the Payment Amount and Convenience Fee from the Bank Account; (d) promise us that you have the legal right to authorize us to debit the Payment Amount and Convenience Fee from the Bank Account; and (e) promise us that all information you provide to us in connection with the Payment System or a Telephone Payment is true, correct and complete and that you have not misrepresented your identity, your authority to use the Payment System or your authority to initiate a payment from the Bank Account.

**2. Convenience Fee.** Unless otherwise prohibited by state law, you will be charged a convenience fee for each separate Telephone Payment you authorize using the Payment System (the "Convenience Fee"). The amount of any Convenience Fee will be disclosed to before you complete a Telephone Payment within the Payment System.

questions. If we decide to do this, we will send a provisional credit to the Bank Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Any such credit may result in a corresponding adjustment to your LFS Account. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not send the provisional credit to the Bank Account.

We will tell you the results of our investigation within three business days after completing our investigation. If we decide there was an error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. Errors in the Bank Account that are unrelated to your Telephone Payment should continue to be directed to the Financial Institution. You should also contact the Financial Institution regarding any suspected error.

**11. Your Liability for Unauthorized Use.** If you think the Payment System, the Bank Account and your LFS Account have been used without your permission or you think your Identifying Information has been lost or stolen, contact us IMMEDIATELY by calling or writing us at the telephone number or address below. You should also contact the Financial Institution. Telephoning us immediately is the best way of keeping your possible losses down. You could lose all the money in the Bank Account (plus the maximum overdraft line of credit, if any). If you tell us within 4 business days, you can lose no more than \$50 for unauthorized use of your Identifying Information, the Payment System the LFS Account and the Bank Account.

If you do not tell us within 4 business days after you learn of the loss, theft or unauthorized use and we could have prevented the unauthorized use of the Identifying Information, the Payment System, your LFS Account and the Bank Account had you told us, you could lose as much as \$500.

Also if the Bank Account statement shows Telephone Payments that you did not make, tell us IMMEDIATELY. If you do not tell us within 90 days after the Bank Account Statement was mailed to you, you may not get back any money you lost after the 90 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

**12. Change in Terms.** We may change the terms of this Authorization at any time. Unless otherwise provided by law, those changes will take effect immediately without notice to you and will control Telephone Payments initiated before and

after the effective date of the changes. If required by law, we will notify you of any changes. By using the Payment System or allowing scheduled Telephone Payments to be processed after the effective date of a change, you are agreeing to the change.

**13. Prohibited Conduct.** You will not use the Payment System to (a) conduct any fraudulent or illegal activity; (b) violate any statute, regulation or other legal authority; (c) violate any property or privacy rights of us or any other person or company; (d) interfere with or obtain unauthorized access to our computer systems or those of any other person or company; or (e) impersonate our identity or the identity of any other person or company.

**14. Confidentiality.** Subject to any contrary statement disclosed to you in our Privacy Policy, we will disclose information to third parties about your LFS Account(s), the Bank Account or the Telephone Payments you make: (a) where it is necessary for completing Telephone Payments; (b) in order to verify the existence and condition of your LFS Accounts for a third party, such as a credit bureau or merchant; (c) in order to comply with laws, regulation or government agency or court orders; (d) if you give us your written permission; (e) if we arrange with another party to provide part of the services provided through the Payment System; or (f) as otherwise disclosed to you in our Privacy Policy.

**15. Miscellaneous.** Your use of the Payment System is optional. No waiver of any terms of this Agreement will be effective unless in writing. This Agreement is governed by Federal and California law. Our services and duties under this Agreement may be provided by a contractor of ours. The terms and conditions of this Authorization will not change any of the terms and conditions of your Retail Contract or Lease Contract. If the terms and conditions of this Authorization contradict any of the terms of your Retail Contract or Lease Contract, the terms of your Retail Contract or Lease Contract will control. If any part of the terms and conditions of this Authorization is not valid, then to the extent possible, that part will be interpreted according to the intent of you and us and the other parts of this Authorization will remain valid.

LEXUS FINANCIAL SERVICES  
LEXUS TELEPHONE PAYMENT SYSTEM DEPARTMENT  
P.O. Box 9490  
Cedar Rapids, IA 52409-9490

800-874-7050

**3. Dollar Limits on Telephone Payments.** Any Telephone Payment must be in a minimum amount of \$ 5.00 and may not exceed \$9999.99 excluding the Convenience fee, if any.

**4. Payment Date and Crediting of Telephone Payments.** Subject to certain exceptions, you may designate the date each Telephone Payment will be debited to the Bank Account and credited to your LFS Account (the "Payment Date"). A Payment Date must be a business day and cannot be earlier than the next business day after the business day you initiate a Telephone Payment or later than thirty (30) calendar days after the business day you initiate a Telephone Payment. Generally, business days are Monday through Friday. Weekends and holidays are not business days. Telephone Payment Instructions received by us after 6:00 P.M. Eastern Time on a business day or any time on a day other than a business day, will be treated as initiated the next business day. If you choose a Payment Date that is not a business day, or a date that is earlier or later than allowed by the Telephone System, the Payment System will not accept the Payment Date you have chosen and will ask you to designate another.

**5. Cancellation of Payments.** If you would like to cancel a Telephone Payment, please contact us at the telephone number listed below during business hours. You may cancel a Telephone Payment any time prior to the end of the business day prior to the Payment Date. If you follow these instructions and we do not cancel your Telephone Payment as requested we will be liable for your losses or damages as otherwise limited by this Authorization.

**6. Documentation.** Each Telephone Payment that clears the Bank Account will appear on the Bank Account statement as two separate debit entries. One entry will be for the Payment Amount. The second entry will be for the Convenience Fee. You will not receive a separate statement from us regarding the Telephone Payments.

**7. Termination and Suspension.** We may terminate or suspend use of the Payment System or your use of the Payment System at any time with or without reason and without notice to you. If we terminate or suspend use of the Payment System or your use of the Payment System, we will discontinue acceptance of new Telephone Payment Instructions and we may cancel any Telephone Payments you have initiated but have not yet been paid prior to that suspension or termination. Termination or suspension of the Payment System or your use of the Payment System will not affect your obligation to make payments under your Retail Motor Vehicle Sales Contract ("Retail Contract") or Retail Motor Vehicle Lease Contract ("Lease Contract") with us.

**8. Our Liability.** Except as otherwise provided in this Authorization, if we do not complete a Telephone Payment on time or in the correct amount, we will pay for your losses.

Our liability is limited by law and limited to those damages proximately caused. If our error was intentional and resulted from a bona fide error, our liability is limited to actual damages.

We will not be responsible for any losses you may suffer as the result of any of the following: (a) your failure to use the Payment System properly; (b) the failure of the Financial Institution to honor your Telephone Payment Instruction because you do not have sufficient funds in the Bank Account through no fault of ours, the Telephone Payment would exceed the credit limit on any overdraft line of credit on the Bank Account, the Bank Account is restricted or for any other reason; (c) the failure to schedule a payment using the Payment System sufficiently in advance of your LFS Account payment due date; (d) the termination or suspension of the Payment System or the termination or suspension of your use of the Payment System for any reason; (e) circumstances beyond our control (such as fire or flood) prevent payment under the Payment System despite reasonable precautions we have taken; (f) our failure to process your Telephone Payment Instructions are due to a reasonable security concern; (g) your Telephone Payment Instructions are lost or delayed in transmission to us; (h) the Payment System otherwise declines to process your request; (i) the Payment System was not working properly and you knew about the breakdown when you started the Telephone Payment.

**9. LIMITATION OF LIABILITY.** WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE PAYMENT SYSTEM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

EXCEPT AS REQUIRED BY LAW, YOU AGREE THAT: OUR AND OUR CONTRACTORS' MAXIMUM LIABILITY TO YOU WITH RESPECT TO YOUR USE OF THE PAYMENT SYSTEM WILL BE FIVE HUNDRED DOLLARS (\$500); AND THAT NEITHER WE NOR ANY OF OUR CONTRACTORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY OR ARISING DIRECTLY OR INDIRECTLY OUT OF THE FOLLOWING EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (a) THE USE OF THE PAYMENT SYSTEM; (b) THE FAILURE, INTERRUPTION OR AVAILABILITY OF SERVICES THROUGH THE PAYMENT SYSTEM; (c) THE TIMELINESS, ACCURACY, COMPLETENESS, MISDELIVERY OR THE FAILURE OF DELIVERY OF ANY SERVICES OR INFORMATION THROUGH THE PAYMENT SYSTEM; (d) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY INFORMATION OF OR RELATED TO YOUR LFS ACCOUNT, THE BANK ACCOUNT OR THE USE OF THE PAYMENT SYSTEM IN CONNECTION WITH YOUR LFS ACCOUNT; (e) ANY OTHER MATTER RELATED TO THE PAYMENT SYSTEM.

WE MAKE NO GUARANTY OR PROMISES THAT SERVICES PROVIDED THROUGH THE PAYMENT SYSTEM WILL BE UNINTERRUPTED, ON TIME, SECURE OR WITHOUT MISTAKE OR ERROR. FURTHER, WE DO NOT GUARANTY THE SECURITY, PRIVACY OR INTEGRITY OF INFORMATION TRANSMITTED THROUGH THE TELEPHONE LINES.

**10. Error Resolution.** ALL QUESTIONS ABOUT TRANSACTIONS MADE USING THE PAYMENT SYSTEM MUST BE DIRECTED TO US, AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE THE BANK ACCOUNT. We are responsible for the Payment System and for resolving any errors in transactions made in connection with the Payment System.

We will not send you a periodic statement listing transactions that you make using the Payment System. The transactions will appear only on the statement issued by the Financial Institution. KEEP A RECORD OF ALL TRANSACTIONS YOU MAKE USING THE PAYMENT SYSTEM AND CHECK THOSE RECORDS AGAINST THE BANK ACCOUNT STATEMENT YOU RECEIVE FROM THE FINANCIAL INSTITUTION. If you have any questions about one of these transactions, call or write us at the telephone number and address below. If the identifying information you use to access the Payment System is lost or stolen (the "Identifying Information"), notify us at once by calling or writing us at the telephone number and address below.

In Case of Errors or Questions involving the Payment System or a Telephone Payment, telephone or write us as soon as you can at the telephone number or address provided below. Contact us as soon as you can if you think a Telephone Payment is wrong, you believe someone has used the Payment System to transfer money out of the Bank Account without your permission or if you need more information about a Telephone Payment listed on the Bank Account statement. We must hear from you no later than 90 days after the Financial Institution sends you the FIRST statement on which the problem or error appeared. This period is subject to extension if a delay results from your initial attempt to notify the Financial Institution rather than us. When you contact us: (a) tell us your name and LFS Account number; (b) describe the error or the Telephone Payment 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) tell us the date and the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days to the address indicated below. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or