

Toyota Financial Services and Lexus Financial Services Online Policies and Agreements

(Effective March 23 2019)

In these Toyota Financial Services ("TFS") and Lexus Financial Services ("LFS") website policies and agreements (the "Online Policies and Agreements"), "you" and "your" mean each customer and collectively all customers on an Account as defined below and/or each user of the Website, as applicable; "we," "us" and "our" mean Toyota Financial Services and Lexus Financial Services and their agents and service providers as applicable; "Website" means toyotafinancial.com, lexusfinancial.com, and our mobile websites m.toyotafinancial.com and/or m.lexusfinancial.com; and "Toyota Financial Services" and "Lexus Financial Services" mean Toyota Motor Credit Corporation, Toyota Motor Insurance Services, Inc., Toyota Lease Trust or Toyota Credit de Puerto Rico Corp. and/or their respective subsidiaries and assignees depending on the identity of your creditor, lessor or product provider.

If you are our customer, by clicking "I Accept," you agree to the Online Account Services Agreement, Online Privacy Policy and Online Terms of Use. If you are not a customer or a customer using other than your Online Account Services as defined below, you agree to the Online Privacy Policy and Terms of Use by use of the Website.

The "Online Policies and Agreements" means the Online Account Services Agreement, Online Privacy Policy and/or Online Terms and Conditions.

[Online Account Services Agreement \(applicable to Toyota Financial Services and Lexus Financial Services customers with Online Account Services\)](#)

[Online Privacy Policy \(applicable to all Website users\)](#)

[Online Terms of Use \(applicable to all Website users\)](#)

Online Account Services Agreement (applicable to Toyota Financial Services and Lexus Financial Services Customers with Online Account Services)

You are our customer and have one or more motor vehicle retail installment sale, promissory note or lease contracts with us (in the Online Policies and Agreements, each an "Account," collectively, your "Accounts") and are registered or registering for online account services on the Website. Your online access to your Account and the online Account services we offer on our Website are referred to in the Online Policies and Agreements as your "Online Account Services."

- 1. Communications Consent.** We, our affiliates other Toyota, Lexus and Scion (discontinued 2016) companies, agents and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we" or "our") may call you, leave you a voice, prerecorded or artificial voice message or send you a text including SMS text, Email or other electronic message for any purpose related to your Accounts, our products and services, or surveys or research (each a "Communication"). We may include your personally identifiable information in a Communication and conduct a Communication using an automated dialing machine and any contact information we have for you, including a cell phone number. We will not charge you for a Communication but your service provider may do so. You understand and agree, we may always communicate with you in any manner permissible by law that does not require your consent.
- 2. Online Billing Statements.** Images of your Account billing statements are available on our Website as part of your Online Account Services. Each time we issue a billing statement on your Account, we will add an online statement to the billing statements available to you in the Statements section of the Website until the Website contains 13 statements for your Account. Thereafter, the Statements section of the Website will contain a rolling history of the 13 most recent billing statements on your Account.

A current billing statement on our Website should reflect our records as of the close of business on the Statement Closing Date. A current billing statement on our Website will not reflect debits or credits posted to your Account after the Statement Closing Date for that billing statement. Any balance or payment information for your Account, assumes all payments posted to your Account are valid postings made with good funds.

One or more billing statements for your Account may not be available on our Website for among other reasons: you have prepaid your Account, or you entered into your Account in Puerto Rico. If you are a customer of Toyota Credit de Puerto Rico Corp., periodic billing statements are not available on your Account or as part of your Online Account Services.

- 3. Suppression of Paper Billing Statements.** You may elect on our Website to suppress paper billing statements on your Account. In addition, we may automatically suppress your paper billing statements after notice to you unless, after your receipt of our notice and within the timeframe provided in the notice, you elect, by the response method provided in our notice, to receive paper billing statements. In the absence of such an election by you, you agree that your acceptance of these Online Policies and Agreements constitutes your consent to suppression of paper billing statements and your agreement to review your billing statements and accompanying disclosures, notices, and other materials on our Website. If paper billing statements are suppressed on your Account, images of your billing statements will be available on our Website as part of your Online Account Services, you will no longer receive your billing statements by mail and you will review each online billing statement and all disclosures, notices and other materials accompanying your online billing statements, promptly upon delivery to our Website as part of your Online Account Services. Even if your paper billing statements are suppressed, from time to time, we may mail you a paper billing statement if required by law, you delete your Account from your Online Account Services or if we otherwise determine in our sole discretion to mail you a paper billing statement. If paper

billing statements are suppressed on your Account, you may reactivate paper billing statements at any time. Suppression or reactivation of paper billing statements may take up to two (2) billing cycles to take effect.

Any customer on the Account who is registered for Online Account Services may elect to suppress or reactivate paper billing statements for the Account, and each customer who makes such an election is responsible for notifying all other customers on the account of the election. The customer making the election to suppress paper billing statements is responsible for providing copies of the online billing statements and accompanying disclosures, notices, and other materials to all other customers on the account or ensuring that all other customers on the account register on our website to access online billing statements.

We may terminate suppression of paper billing statements on your Account at any time and for any reason, including, without limitation, if you violate the terms of your Account, your Online Account Services or the Website, you revoke your agreement to the Online Policies and Agreements or Consent to Electronic Communications and Agreements or either you or we otherwise terminate your Online Account Services in whole or in part. Suppression of billing statements is not available for customers of Toyota Credit de Puerto Rico Corp.

4. **Multifactor Authentication (MFA).** To access your Account information on the Website, we may require you to verify your identity through a process called Multifactor Authentication (MFA). MFA is an authentication method used to help prevent unauthorized access to your Account by relying on two or more independent credentials to verify your identity. For instance, you may be asked to enter your password and a verification code. A verification code is a one-time use code that we send to you by email, text or phone call ("Verification Code"). When we send a Verification Code it is a Communication as otherwise defined in this Agreement. For additional security, you may choose to receive a Verification Code at each login. Adding a Verification Code at login can make accessing your Account more secure by providing an extra layer of protection to your username and password. You may choose to add this two-step verification process as an additional layer of security to prevent unauthorized access to your Account. Although this two-step verification process is optional, the Website may still require a Verification Code at login, in certain instances, including: 1) when the risk profile is high, based on your typical login and usage profile, and/or 2) you have indicated that you are sharing your device with others. When we send you a code, anyone with access to your email or phone may be able to log into your Account, view your account information, and change your settings.
5. **Mobile Access.** The Online Policies and Agreements apply when you access the Website using your mobile phone, smartphone or other mobile device (each a "Mobile Device"). We will not charge you to access the Website using a Mobile Device or to receive an Email or phone call or text including SMS text Communications from us. However, your Mobile Device access service provider may charge you access rates and fees. To access the Website using your Mobile Device, the Website must support your Mobile Device as described in the Consent to Electronic Communications and Agreements.
6. **Marketing Preferences.** You may designate preferences for how you would like us to market to you. If you designate marketing preferences, we will endeavor to market to you consistently with those preferences; provided, however, from time to time, we may market to you in a manner other than as designated by your preferences as permissible by law and the Online Policies and Agreements.
7. **Marketing Offers on Website.** While you are on the Website we may deliver product or service offers to you based on your activity on the Website, and after you login to the Website, based in part on your account history or other experience with us or our affiliates (other companies in the Toyota, Lexus and Scion (discontinued 2016) family of companies).
8. **Access to Your Account Information on Third Party Websites and Mobile Device Applications.** We may offer Toyota, Lexus and Scion (discontinued 2016) dealers and our affiliates the ability to give you secure access to your Account information on their respective websites and mobile device applications ("Third Party Site Access"). Your use of such Third Party Site Access will be optional. The Online Policies and Agreements apply when you elect to use Third Party Site Access. Third Party Site Access does not involve us sharing your Account information with our dealers and affiliates.
9. **Privacy Choices for Personal Family or Household Purpose Accounts.** If your Account is for personal, family or household purposes, you will have privacy choices regarding the use and sharing of your customer information. You may change those privacy choices within the Online Account Services section of the Website to limit our ability to share. Any change that you make to those privacy choices within the Online Account Services section of the Website may take up to seventy-two (72) hours to take effect.

Please refer to the customer privacy policy and any accompanying cover letter we deliver to you for a full explanation of the privacy choices applicable to you. You receive a customer privacy policy from us when you first become our customer and at least once a year thereafter.
10. **Online Availability of your Customer Privacy Policy and other Important Disclosures.** After login to your Online Account Services, you may be able to view certain important policies and disclosures for each Account you have added to your Online Account Services. The types of policies and disclosures available for viewing on any of your Accounts added to your Online Account Services will depend on the status of your Account and whether your Account was opened for personal, family or household purposes or business purposes. If you have added an Account to your Online Account Services that is for personal, family or household purposes, you will be able to view your current customer privacy policy for that Account.
11. **Your Choice to Receive your Customer Privacy Policy and Other Important Disclosures in only Electronic Form.** You may choose to receive certain important policies and disclosures only in electronic form for each Account you have added to your Online Account Services. The types of policies and disclosures that you may choose to receive only in electronic form will depend on the status of your Account and whether your Account was opened for personal, family or household purposes or business purposes. If you have added an Account to your Online Account Services that is for personal, family or household purposes, you will be able to choose to receive your current customer privacy policy for that Account only in electronic form.

When you make a choice to receive a policy or disclosure only in electronic form, an image of that policy or disclosure will be available to you after login to your Online Account Services and except in limited circumstances, we will stop mailing that policy or disclosure to you. Even if you have chosen to receive a policy or disclosure only in electronic form, we may mail that policy or disclosure to you if we are required to by law, another person on your Account prefers to receive that policy or disclosure in paper form, you delete the Account from your Online Account Services or if we otherwise determine in our sole discretion to send that policy or disclosure to you in paper

form.

We may send you emails to your Account Management email address related to the choices you make to receive policies and disclosures in only electronic form including without limitation, confirmations regarding your choices and the availability or delivery of those policies and disclosures to you in electronic form. If your Account Management email address changes or becomes disabled, you will notify us immediately by updating your Account Management email address on the Website. We may send these emails to you whether or not the address you choose includes a designation for delivery to the attention of a particular person and whether or not anyone other than you is able to access and/or read emails sent to the address. We cannot ensure that emails will be received including without limitation if third party services fail to transmit emails.

We may terminate your choice to receive a policy or disclosure only in electronic form at any time and for any reason, including without limitation, if you violate the terms of your Account, your Online account Services or the Website, you revoke your agreement to the Online Policies and Agreements or Consent to Electronic Communications and Agreements, or either you or we otherwise terminate your Online Account Services in whole or in part.

This section regarding Your Choice to Receive your Customer Privacy Policy and Other Important Disclosures in only Electronic Form does not apply to your billing statements. Please refer to the Suppression of Paper Billing Statements section for information about receipt of your billing statements in only electronic form.

12. **Account Access Across Digital Channels.** You may view or access your Accounts on any of our Websites or Mobile Device applications (our "Digital Channels"). If you add or remove an Account to or from one of our Digital Channels, that Account will also be added or removed to or from our other Digital Channels.
13. **Viewing your Account History.** You may view the transaction history for your Account in all of our Digital Channels (the "Account History"). The Account History for an Account will reflect all debits and credits posted to your Account (each a "Transaction"). It can take up to three (3) business days from the date a Transaction is posted to your Account for that Transaction to appear in your Account History.
14. **Emails and Texts regarding your Online Account Services.** Emails and texts we send you regarding your Account or Online Account Services or otherwise related to the products and services we offer may not be encrypted.

Certain Email and text including SMS text notifications are available to you depending on your Online Account Services. If available on our Website, you may request us to send you certain optional Email or text including SMS text notifications. We will send you other mandatory Email notifications automatically, when applicable, such as Emails or texts to verify your identity through MFA. If available on our Website, you may also request us to send mandatory notifications by text including SMS text. We cannot ensure that Emails and text messages will be received including without limitation if third party services fail to transmit Emails and text messages.

We may send you an email that contains a link to our affiliate website, Toyota.com. A digital tracking code may be embedded in that link. When you click the link, it allows us to track your online movement and activity while on our affiliate website.

15. Pay Online Terms and Conditions.

a. General Description of Pay Online Features. Pay Online is a service available to our customers who register for Online Account Services. Except as otherwise explained in these Pay Online Terms and Conditions, you may use Pay Online to authorize one-time or recurring electronic payments on one or more of your Accounts. You acknowledge that the origination of electronic debit transactions to your bank account must comply with the provisions of United States law and the rules of the National Automated Clearinghouse.

b. Copies of Documents. During the period we retain documentation for your Account, you may request a paper copy of these Pay Online Terms and Conditions or any authorization to make a recurring or one-time payment by calling us at [1-800-874-8822](tel:1-800-874-8822) (TFS), [1-800-874-7050](tel:1-800-874-7050) (LFS) or [1-800-469-5214](tel:1-800-469-5214) (Toyota Credit de Puerto Rico Corp.). We will provide the copies to you free of charge. You may print any page from Pay Online or print or download any electronic notice or communication we send to you in our secure Website Support Center if you satisfy the hardware, software and other requirements described in the Consent to Electronic Communications and Agreements.

c. Choosing the Amount and Post Date of Payments Scheduled Using Pay Online. You may authorize a one-time or recurring payment in any amount that is at least \$5.00 but less than \$999,999.99, including an amount that is more or less than the total monthly payment due under your Account; provided, however, if you authorize us to Pay the Total Amount Due on your Account, the payment shall be in that amount.

You may designate a posting date for a one time or recurring payment that is before or after the due date of any payment due under your Account; provided however you may not schedule a onetime payment more than 60 days in advance of the payment's due date. Additionally, if you enter a payment post date after our cut off hour of 5 p.m. Pacific Time, we may change the payment post date of your payment to the date of our next business day. We will alert you if the date you designate is past the due date of the next monthly payment due on your Account.

Regardless of the payment amount or payment effective date you schedule using Pay Online, you are responsible for complying with all of the terms and conditions of your Account, including, without limitation, your agreement to make all payments when due and in the amount required by your Account. Therefore, we recommend that when using Pay Online, you schedule your payments in amounts and with effective dates that will satisfy your payment obligations under your Account. If you do not make any payment when due and in the amount required by your Account, regardless of whether that payment is made using Pay Online or any other payment method, we will have the rights and remedies available under your Account or otherwise available at law or in equity.

d. Authority to Add a Bank Account to Pay Online. To use Pay Online to authorize electronic payments on your Account, you must use the Add Bank feature of Pay Online. You use the Add a Bank Account feature to link a bank account to your Account. When you add a bank account and schedule a one-time or recurring electronic payment on your Account from that bank account, you authorize us to debit

(take) electronic payment(s) from that bank account as scheduled. You promise that you have the authority to authorize us to debit the scheduled payment(s) from the bank account you have chosen.

e. Prepayment of your Account and Application of Payments to your Account. You understand and agree that if you schedule a one-time or recurring payment using Pay Online, that payment will be processed even if your Account is prepaid at the time of processing or the payment results in a prepayment of your Account. You may contact our customer service at [1-800-874-8822](tel:1-800-874-8822) (TFS), [1-800-874-7050](tel:1-800-874-7050) (LFS) or [1-800-469-5214](tel:1-800-469-5214) (Toyota Credit de Puerto Rico Corp.) if you need assistance in determining how any payment including a prepayment will be applied to your Account and whether prepayment of your Account benefits you. You may also refer to your Account contract for the rules governing how payments including prepayments will be applied to your Account.

f. Insufficient Funds. Funds must be available in the linked bank account when a Pay Online electronic payment is processed against that account. If a scheduled Pay Online payment fails because the linked bank account contains insufficient funds to satisfy the entire amount of your scheduled payment, you are not relieved of your responsibility to timely pay any amount then due in accordance with the terms and conditions of your Account.

g. AutoCheque. AutoCheque is our electronic payment authorization program that you can use to authorize us to automatically take your monthly payment on an Account from a designated bank account. If you have authorized the payment of your Account using AutoCheque, you can also enroll and make payments through Pay Online. Please contact us at [1-800-874-8822](tel:1-800-874-8822) (TFS) or [1-800-874-7050](tel:1-800-874-7050) (LFS) for more information on how to use AutoCheque to make payments on your Account and how payments including prepayments will be applied to your Account. You may also refer to your Account contract for the rules governing how payments including prepayments will be applied to your Account.

AutoCheque is not available to customers of Toyota Credit de Puerto Rico Corp.

h. Termination or Revocation of Pay Online Services by You. You may terminate or revoke Pay Online Services by clicking on designated links on the Statements and Payments pages of Pay Online as appropriate.

(i) Termination of all Pay Online Services. To terminate all Pay Online Services, click on the De-enroll link located in the Pay Online section of the Payments page.

(ii) Revocation of One-Time Payment. To terminate a one-time payment, click on the Cancel link located next to that payment on the Payments page.

(iii) Revocation of Series of Recurring Payments. To terminate a series of recurring payments, click on the remove link located next to that payment in the Recurring Payment section of the Payments page.

(iv) Revocation of One of a Series of Recurring Payments. To terminate one of a series of Recurring Payments, click on the Cancel link located next to that payment when that payment appears in the Scheduled Online Payments section of the Payments page.

(v) Pending Payments. You are not permitted to and Pay Online will not permit you to affect, change, revoke or terminate a one-time payment or one in a series of recurring payments if that payment is pending. This means, among other things, that if you or we terminate your Pay Online Services or you revoke a series of recurring payments, that revocation or termination will not revoke or terminate any payment that is pending and Pay Online will otherwise prohibit you from revoking any one-time payment or one in a series of recurring payments, while that payment is pending. A payment is pending on the Post Date of the payment and the 2 calendar days prior to the Post Date of that payment.

(vi) Contact your Bank. You also may have the legal right to revoke electronic payments by contacting the bank where you hold the linked bank account. Contact your bank to determine the information your bank needs to process your revocation and the time your bank needs to process any revocation.

i. Payment History. You may view up to two (2) years of payments you have made using Pay Online on the Payment History page of this Website.

j. Fees for use of Pay Online. Right now, we will not charge you any monthly or payment transaction fees to use Pay Online or to receive Email or text including SMS text notifications regarding Pay Online transactions. We will notify you if we decide to impose any fees for use of Pay Online in the future. Nothing in this paragraph relieves you of your responsibility to pay any amount, fee or charge you may owe us under your Account. Also, you will be responsible for paying any amount you may owe other persons or companies related to the use of Pay Online, any bank account linked to Pay Online or to receive Email or text including SMS text notifications regarding Pay Online transactions. For example, a bank may charge a fee in connection with electronic payments debited to (taken from) a bank account you have linked to your Account in Pay Online or your Mobile Device service provider may charge you for receipt of Email or text including SMS text notifications regarding Pay Online transactions.

k. Account Management Email Address and Mobile Device Numbers. When we send you e-mails related to Pay Online, we will send those e-mails to the e-mail address you identify in your registration records for Online Account Services (your "Account Management Email Address"). If your Account Management Email Address or a Mobile Device number you designate for receipt of Pay Online notifications changes or becomes disabled, you will notify us immediately by updating your Email address or Mobile Device number on the My Profile section and updating your Mobile Device number in the Payment section of the Website. If you update your Account Management Email Address or Mobile Device number on the My Profile section or update your Mobile Device number in the Payments section of the Website, that change will take effect within 24 hours. You understand and agree we may send e-mails to your Account Management Email Address or send texts including SMS texts to your Mobile Device number whether or not that address or Mobile Device number includes a designation for delivery to the attention of any particular person and whether or not anyone other than you is able to access and/or read e-mails sent to your Account Management Email Address or texts including SMS texts sent to your Mobile Device number.

l. Email or Text Notifications. Certain Email and text including SMS text notifications are available to you as a Pay Online user. If available on the Website, you may request us to send you certain optional Email or text including SMS text notifications. We will send you other mandatory Email notifications automatically, when applicable, including without limitation when a payment you scheduled

using Pay Online fails due to insufficient funds or other reason. If available on our Website, you may also request us to send mandatory notifications by text including SMS text. You may designate your Email and text Preferences on our Website.

We cannot ensure that Emails and text messages will be received including without limitation if third party services fail to transmit Emails and text messages.

16. **Prohibited Conduct.** You will not use your Online Account Services or the Pay Online feature thereof to: (a) conduct any fraudulent or illegal activity; (b) violate any statute, regulation or other legal authority; (b) violate our patent, trademark, service mark, copyright or other intellectual property rights or those of any other person or company; (c) violate our other property or privacy rights or those of any other person or company; (d) interfere with or obtain unauthorized access to our computer systems or those of any other person or company; (e) impersonate our identity or that of any other person or company.
17. **Accuracy of Information.** You represent and agree that all information you provide to us in connection with your Account or your Online Account Services and the Pay Online feature thereof is true, correct and complete. You agree not to misrepresent (lie about) your identity or your authority to view billing statements and other Account information or to schedule an electronic payment using Pay Online.
18. **Due Date Change Requests.** You may request a change to the due date for the monthly payment required by your lease agreement or finance contract. A due date change cannot be processed if your account is past due, if you have a lease that is near maturity, or if you have not made the first payment required by your lease agreement or finance contract. If you are leasing your vehicle and your current due date is within 17 days of your request, your request will be considered for the following month. You may request to change the due date by a total of no more than 29 days during your lease agreement or finance contract. You may not submit more than one due date change request at a time for the same account. Your due date change is not effective until TFS/LFS has received your completed and signed Due Date Change Agreement, along with any required payment, and has notified you that your request has been approved and processed. You must make your required payment by the current due date until you have received notice from TFS that your new due date is effective. All terms of your Due Date Change Agreement will apply.
19. **Protect Your Personally Identifiable Information.** You will keep secret your Online Account Services Password (your "Password"), your security questions and answers (your "Security Questions"), and any Verification Code you may receive from us to verify your identity through MFA. You understand that if you allow someone else access to your Mobile Device, that person may have access to Communications that we may send to you that could be used in combination with your Password to access your Account. You will tell us immediately if you believe there has been an unauthorized use of your Password, your Security Questions, your Verification Code, your Account or Online Account Services or the Pay Online feature thereof. Please tell us by calling [1-800-874-8822](tel:1-800-874-8822) (TFS), [1-800-874-7050](tel:1-800-874-7050) (LFS) or [1-800-469-5214](tel:1-800-469-5214) (Toyota Credit de Puerto Rico Corp.). We will not be responsible for any loss or damage you may suffer as a result of someone using your Password, Security Questions, or Verification Code, whether with or without your permission or knowledge. If you give your Password, Security Questions, or Verification Code to someone else or allow someone else to use your Account or your Online Account Services or the Pay Online feature thereof, you will be responsible for all actions taken by that person, including, without limitation, the scheduling of any payments or the updating or removal of any payments scheduled on your Account, even if that person exceeds your permission.
20. **Stoppage of Online Account Services Features and Changes to Online Account Services Agreement.** The Online Account Services Agreement cannot be changed and we do not give up any of our rights under the Online Account Services Agreement unless we agree in writing, you accept the change on the Website or you continue using your Online Account Services following notice to you of any changes. We may stop offering any Online Account Services feature or change the Online Account Services Agreement or any feature of your Online Account Services at any time. A change may take the form of an addition or deletion. We will notify you of any change to the Online Account Services Agreement or any Online Account Services feature or our intent to stop offering an Online Account Services feature. We will notify you by one or more of the following means at our sole discretion: we will prompt you to accept by clicking as a condition to your continued use of the Website and/or your Online Account Services; we will send notice of the change or stoppage to the mailing address for your Account or your Account Management Email address; and/or we will post a notice of the change or stoppage on our Website for a period of 30 calendar days. If you use your Online Account Services after the effective date of a change or stoppage or you click to accept the change or stoppage, you indicate your agreement to the change or stoppage.
21. **Termination of your Online Account Services by Us.** We may terminate or suspend your use of any or all of your Online Account Services including Pay Online at any time with or without reason and without notice to you.
22. **Other Agreements You Have with Us.** The Online Account Services Agreement will not change any of the terms and conditions of your Account. If the Online Account Services Agreement contradicts any of the terms of your Account, the terms of your Account control.
23. **Indemnification.** You agree to indemnify and hold us and our agents, officers, employees and affiliates harmless from any and all claims, liabilities, damages, costs and expenses (including, without limits, reasonable attorneys' fees and costs) caused directly or indirectly by or arising directly or indirectly out of your use of your Account or your Online Account Services, including Pay Online, or your violation of the Online Policies and Agreements. When you agree to indemnify and hold another person or company harmless, you agree to protect, defend and pay for certain amounts. You will not be responsible for indemnifying us or holding us harmless from any claims, liabilities, damages, costs or expenses caused solely by or solely arising out of the gross negligence or intentional misconduct of us, our agents, officers, employees or affiliates.
24. **DISCLAIMER OF WARRANTIES.** WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING YOUR ONLINE ACCOUNT SERVICES AND THE PAY ONLINE FEATURE THEREOF AND THE INFORMATION PROVIDED OR TO BE PROVIDED THROUGH THOSE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO GUARANTY OR PROMISE THAT YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF WILL BE UNINTERRUPTED, ON TIME, SECURE OR WITHOUT MISTAKE OR ERROR.

25. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT 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 YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF; (b) THE FAILURE, INTERRUPTION OR AVAILABILITY OF YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF; (c) THE TIMELINESS, ACCURACY, COMPLETENESS, MISDELIVERY OR THE FAILURE IN DELIVERY OF ANY SERVICES OR INFORMATION, INCLUDING E-MAILS, AVAILABLE OR TO BE MADE AVAILABLE OR DELIVERED THROUGH OR AS A PART OF YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF; (d) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY INFORMATION, NOTICES OR OTHER COMMUNICATIONS OF OR RELATED TO YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF; (e) ANY OTHER MATTER RELATED TO YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF.
26. **Enforceability.** If any part of the Online Account Services Agreement or the Consent to Electronic Communications and Agreements 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 the Online Account Services Agreement and the Consent to Electronic Communications and Agreements will remain valid. IF YOUR STATE OF RESIDENCE DOES NOT PERMIT A LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DISCLAIMERS OF CERTAIN WARRANTIES AS DESCRIBED IN THE ONLINE ACCOUNT SERVICES AGREEMENT, THEN ALL OR A PORTION OF THOSE SECTIONS MAY NOT APPLY TO YOU.

Online Privacy Policy (applicable to all Website users)

1. **General Privacy Statement.** We respect your privacy and the confidential nature of the information that we gather during the course of our relationship with you. This Online Privacy Policy describes our policy regarding information received about you during visits to the Website.
2. **Normal Website Usage and Cookies.** You can visit the Website to read product, investment, and company information, or use some of our online tools (e.g., Which Vehicles Can I Afford? and Payment Estimator) without telling us who you are and without revealing any personally identifiable information, other than your IP address should it be determined to be personally identifiable information as required by law. During these types of visits, we collect and store statistical information, such as the information about the time and length of your visit, the website you last visited, the pages you request, and the date and time of those requests. We may also collect and store the name of your Internet Service Provider.

We use cookies when you enter the Website to help us gather this type of statistical information that does not include personally identifiable information. Cookies are pieces of information that a website transfers to an individual's hard drive or device for record keeping purposes so that we can track Website, and user activity. The use of cookies is an industry standard and you will find them at most websites. Most browsers are initially set up to accept cookies. If you'd prefer, you can set your browser to refuse cookies or to alert you when cookies are being sent. However, if you do so, some parts of the Website may not work properly for you.

We also use cookies to trigger certain online customer service surveys, which could be hosted on a site other than this Website. These surveys do not require you to provide personal information and are optional. Although these surveys do not require you to provide personal information, your IP address is used to generally estimate your geographic location, and does not personally identify you. The information we and any outside survey company obtain from you from an online survey is used only to improve your experience in visiting the Website or to improve our products or services or the quality of our service to our customers.

3. **Clear Gifs (Web Beacons/Web Bugs).** Third party tracking utility companies employ a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs) on the Website. These clear gifs, help us better manage content on the Website by informing us what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence.

We may also use clear gifs in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns.

We do not have access to or control of any third party tracking technologies.

4. **Log Files.** As is true of most websites, we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data.

We use this information, which does not identify individual users, to analyze trends, to administer the Website, to track users' movements around the Website and to improve our Website usability.

We do not link this automatically-collected data to personally identifiable information, other than your IP address should it be determined to be personally identifiable information as required by law.

5. **Social Media Features.** Our Web site includes links to facebook and twitter, etc. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. These features are hosted by third parties. Your interactions with these features are governed by the privacy policy of the company providing it.

6. **Do Not Track.** Some internet browsers offer a "do not track" feature. When, enabled, your browser sends a signal to the sites you visit directing the sites not to track your activity. There is no common understanding of how to respond to these signals. Therefore, currently our Websites and Mobile Device applications do not respond to "do not track" signals. If you do not wish to be tracked, disabling or deleting cookies may limit some forms of tracking. Disabling or deleting cookies may affect your user experience on our Websites and Mobile Device applications including preventing the usage of certain features or functions.

As described elsewhere in this Online Privacy Policy, we and our service providers may track your activity while on our Websites and Mobile Device applications. We may also track the website or application you were on before entering our Websites or Mobile Device applications and the website or application you land on after you leave one of our Websites and Mobile Device applications. Although this tracking information may be linked to your IP Address, we do not link this automatically collected data to any other personally identifiable information we collect about you.

We do not have access to or control over any third party tracking other than that performed by our service providers while acting on our behalf.

7. **Collection and Disclosure of Personally Identifiable Information.**

a. Service or Promotion Data. There are instances where we request personally identifiable information to provide Website visitors a service or correspondence (e.g., promotions and mailed brochures). This information, such as name, mailing address, e-mail address, or type of request, is collected and stored in a manner appropriate to the nature of the data and used to fulfill your request. If you are our customer, the information may be shared as described below.

b. Online Credit Application and Online Account Services Data. When you submit an online credit application to us or you are accessing your Online Account Services as defined in the Online Account Services Agreement, we collect the following types of personally identifiable information about you:

(i) Information that is required for you to register and log in for your Online Account Services, such as your Account number, e-mail address, vehicle identification number, Social Security Number, and zip code; and

(ii) Information we receive from you on applications for credit or other forms, such as your contact information, assets and income; and

(iii) Information we receive from you about your transactions with us, or from affiliates (as permitted by law), or others such as account balances, payment history or account activity; and

(iv) Identifying information about you needed to link your Online Account Services to your online account with an affiliate when you elect to link those online accounts. If you purchased a vehicle protection product (s) from our affiliate, Toyota Motor Insurance Services, Inc., ("TMIS"), with your consent, we will provide you the option to link eligible products so that they display when you are logged into your online account through the website or mobile application. We will only display protection products that you are actively enrolled in.

If you are a non-customer, we do not disclose personally identifiable information about you from your credit application or any credit reporting agencies, including your Social Security Number, except as permitted by law. If you are a customer, we do not disclose personally identifiable information about you from your credit application or from credit reporting agencies, including your Social Security Number except as permitted by law and our applicable customer privacy policy.

On submission of an online credit application, if you have enabled location services on your mobile device, and after obtaining your permission, we may collect location information such as geolocation data from your device.

c. Customer Data. If you are our customer, we may disclose all of the information that we collect on you and former customers, as described below.

To the extent permitted by law and in accordance with any applicable TFS/LFS customer Privacy Policy, the personally identifiable information we collect about you may be shared with our affiliates and nonaffiliates third parties as follows:

(i) Financial products service providers, such as Toyota Motor Insurance Services, Inc. and Toyota Financial Savings Bank.

(ii) Non-financial companies engaged in the distribution, marketing, and sales of Toyota, Lexus and Scion (discontinued 2016) automobiles, such as Toyota Motor Sales U.S.A., Inc., authorized Toyota, Lexus and Scion (discontinued 2016) dealerships and other dealerships with which we have a business relationship, independent Toyota and Lexus dealership marketing associations, private Toyota distributors, nonaffiliate third parties calling us for information about your Account as defined in the Online Account Services Agreement, and nonaffiliate third parties who may sell your data in aggregate form for automotive marketing purposes.

(iii) Companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements.

d. No Sale of Data. We do not sell the data we collect from you, regardless of whether you are our customer.

e. Disclosure Required by Law. We will share data we collect from or about you as required by law, such as to comply with a subpoena, or similar legal process when we believe in good faith that disclosure is necessary or proper.

f. Device Data. We collect the following information about your computer or other device used to access the Website: device platform, device version, device IP address and other device characteristics including your choice of settings such as Wi-Fi, Bluetooth, Global Positioning System ("GPS"). We use the data we collect about your device to help authenticate you when you login, to help ensure you are able to use the Website as intended, to perform analysis on web traffic on an aggregated basis and or

to route traffic more efficiently. If you choose to submit an online credit application on our website, with permission and if enabled on your device, we collect device information that allows us to know your geolocation. Geolocation technology is only tied to our web based online credit application experience. We do not ask you for, access, or track any location based information from your mobile device at any time while downloading or using our mobile applications or services.

g. Marketing Offers Delivered on Website. We collect information about your activity on the Website. While you are on the Website, we may deliver product and service offers to you based on this website activity information and after you login to the Website, based in part on your account history or other experience with us or our affiliates (other companies in the Toyota, Lexus and Scion (discontinued 2016) family of companies).

8. **Access to Your Account Information on Third Party Websites and Mobile Device Applications.** We may offer Toyota, Lexus and Scion (discontinued 2016) dealers and our affiliates the ability to give you secure access to your Account information on their respective websites and mobile device applications ("Third Party Site Access"). Third Party Site Access does not involve us sharing your Account information with our dealers and affiliates.
9. **You May Request a Copy of our Customer Privacy Policy.** We continuously strive to comply with all applicable federal and state privacy laws. Our customer Privacy Policy will vary by state or other applicable locale. If you are our finance or lease customer, you may request a copy of any customer Privacy Policy applicable to you by calling us at [1-888-717-9248](tel:1-888-717-9248). Our insurance customers may request a copy of any applicable customer Privacy Policy by calling us at [1-800-255-8713](tel:1-800-255-8713).
10. **Your Privacy Choices.** If you are our finance or lease customer, you may have certain privacy choices under applicable federal and state privacy laws. To learn more about your privacy choices, if any, refer to any customer Privacy Policy mailed to you, or review the My Privacy tab under the My Profile section of the Website, or call us at [1-888-717-9248](tel:1-888-717-9248).
11. **Promotional Emails and Texts.** If you wish to unsubscribe from any promotional Email or text including SMS text that we may send to you, please follow the unsubscribe instructions included in each such communication. We may also send you service related announcements. For instance, if our service is temporarily suspended for maintenance, we might send you an Email or text including SMS text. Generally, you may not opt-out of these communications, which are not promotional in nature.
12. **Changes to Our Online Privacy Policy.** As permitted by law, we may change this Online Privacy Policy by posting a revised version of the policy to the Website. If the changes are material, we will provide notice of the changes on the Website prior to the changes becoming effective. We encourage you to periodically review the Website for information on our privacy practices related to the Website.
13. **Accuracy of Your Information.** You may contact us at [1-800-874-8822](tel:1-800-874-8822) (TFS), [1-800-874-7050](tel:1-800-874-7050) (LFS) or [1-800-469-5214](tel:1-800-469-5214) (Toyota Credit de Puerto Rico Corp.) regarding the accuracy, deletion, completeness and substance of the information collected about you while you are on the Website. In some cases, we may not be able to delete your personally identifiable information, in which case we will let you know if we are unable to do so and why. We will respond to your request for access within 30 days.
14. **Confidentiality, Security, and Data Retention.** We restrict access to nonpublic personally identifiable information about you, including your social security number, to those employees and other persons hired by us who need to know the information to provide products and services to you and to otherwise service your account(s) with us. We maintain physical, electronic and procedural safeguards that comply with applicable federal standards to guard your nonpublic personally identifiable information.

If you choose to complete and submit our Online Credit Application, or to access your Online Account Services through our Websites, your personally identifiable information will be protected during transmission by an encryption process. You can personally confirm the security of the site by viewing our certificate information. For Internet Explorer users, this can be found by clicking on "File" from your tool bar then "Properties" then "Certificates." It should indicate that the certificate is issued to my.toyotafinancial.com and issued by VeriSign Class 3 Secure Server. For Firefox users, the certificates can be viewed by clicking on the lock icon in the bottom right corner of the browser.

We will retain your information in accordance with our data retention policies including for the purposes of servicing your relationships with us, if any, and for internal analysis.
15. **Assistance for Victims of Identity Theft.** If you believe that your Account has been subject to unauthorized access, please call us immediately at [1-800-874-8822](tel:1-800-874-8822) (TFS), [1-800-874-7050](tel:1-800-874-7050) (LFS) or [1-800-469-5214](tel:1-800-469-5214) (Toyota Credit de Puerto Rico Corp.). You may also contact your local law enforcement agency or file a complaint with the Federal Trade Commission at <http://www.ftc.gov>.
16. **Children's Privacy.** Our Websites and Mobile Device applications are not directed to children under the age of thirteen (13) nor do we market our products or services to such children. We do not knowingly collect any data from children. Our products and services are not available to anyone who is not of legal age to sign a fully enforceable contract. In most states, a person must be at least 18 years of age to sign a fully enforceable contract.
17. **Contact us.** If you have questions or complaints regarding our privacy policy or practices, please contact us at 1-800-874-8822 (TFS), 1-800-874-7050 (LFS) or 1-800-469-5214 (Toyota Credit de Puerto Rico Corp.) If you are not satisfied with our response you can contact our third-party dispute resolution provider at <https://feedback-form.truste.com/watchdog/request>.

1. **Availability of Products and Services.** The Website contains information about our products and promotional programs. Our products and services are not available in all jurisdictions. Please check with your local participating Toyota, Lexus or Scion (discontinued 2016) dealer for information regarding the products and services available in your area.
2. **Supplemental Terms of Use and Conditions.** In addition to the terms of use contained in the Online Policies and Agreements, supplemental terms of use and conditions may appear on specific pages of the Website. By clicking I Accept to the Online Policies and Agreements or by use of the Website, you agree to those supplemental terms of use.
3. **Errors and Negligent Use.** We are not responsible for errors or negligent use of the services offered by the Website, including input errors, negligent handling or sharing of passwords, and leaving a computer unattended while accessing the Online Credit Application or your Online Account Services as defined in the Online Account Services Agreement.
4. **Accuracy of Website.** While we make all reasonable efforts to ensure that all material on the Website is correct, accuracy cannot be guaranteed.
5. **Links.** The Website may contain hypertext links to other websites that are completely independent of the Website. We do not assume responsibility as to the accuracy, completeness, or authenticity of the information presented on any website accessed via such a link. A link to another entity's website should not be construed as our endorsement of such entity's website, products, or services.
6. **Information Only.** All of the content presented on the Website is for information purposes only and in no way creates any fiduciary relationship between us; you should seek appropriate tax, financial, or legal advice when necessary. No content on the Website constitutes an offer to buy or sell Toyota, Lexus or Scion (discontinued 2016) vehicles, nor does it constitute an offer of a direct loan or lease. All finance and insurance programs described on the Website are available to qualified applicants only through us and participating Toyota, Lexus or Scion (discontinued 2016) dealers. All programs are subject to change or termination at any time. Final terms of purchase or lease are set by you and your dealer.
7. **Copyright.** The information contained on the Website is protected by copyright and may not be reproduced without our written consent.
8. **Changes to Our Online Terms of Use.** As permitted by law, we may change these Online Terms of Use and provide notice by posting a revised policy on this site. Your continued use of this Website after a revised Online Terms of Use has been posted signifies your acceptance of the revised Online Terms of Use.
9. **Questions, Comments or Concerns.** Should you have any questions comments or concerns regarding the Website, our products and services or your Account as defined in the Online Account Services Agreement, please refer to the Contact Us (TFS)/ Contact LFS (LFS) section of the Website for the appropriate contact information.