

## **Toyota Motor Credit Corporation Online Policies and Agreements**

**(Effective January 1, 2020)**

In these Financial Services 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" means Toyota Motor Credit Corporation ("TMCC") and its agents and service providers as applicable; "Website" means the Financial Services websites, mobile websites, and mobile applications operated by TMCC, including, but not limited to, toyotafinancial.com and lexusfinancial.com; and "Financial Services" means TMCC, TMCC's brand names and licensed names used to market financial services products (including, but not limited to, Toyota Financial Services ("TFS") and Lexus Financial Services ("LFS")), 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 and Online Terms of Use and consent to the Online Privacy Policy. If you are not a customer or a customer using other than your Online Account Services as defined below, you consent to the Online Privacy Policy and agree to the Online Terms of Use by use of the Website.

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

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

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

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

### **Online Account Services Agreement (applicable to 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, agents, business partners, 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 that 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.** Upon registration of your Account on our Website, we will automatically suppress paper billing statements on your Account unless you elect to receive paper billing statements. 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, if 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 click on a verification link or 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 or link, 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 or link, 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 permitted 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, our affiliates, or business partners.
8. **Access to Your Account Information on Third Party Websites and Mobile Device Applications.** We may offer dealers, our affiliates, or business partners 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, affiliates, or business partners.
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 or business partner website. 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 or business partner 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 TMCC 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 TMCC 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, affiliates, and business partners 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, affiliates, or business partners.
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 THEROF; (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)**

This “Online Privacy Policy” governs the online and mobile versions of the Financial Services websites operated by Toyota Motor Credit Corporation (including, but not limited to, [toyotafinancial.com](http://toyotafinancial.com) and [lexusfinancial.com](http://lexusfinancial.com)) and any interactive features, mobile device applications, or other services that post a link to this Online Privacy Policy (each, a "Website"). “Financial Services” means Toyota Motor Credit Corporation (“TMCC”), TMCC’s brand names and licensed names used to market financial services products (including, but not limited to, Toyota Financial Services (“TFS”) and Lexus Financial Services (“LFS”)), 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 (together, "we," "our" or "us"). Additionally, "you" and "your" mean customers with Accounts (as defined in the Online Account Services Agreement) and Website visitors/users. This Online Privacy Policy describes what information we collect about you during visits to the Website, why we collect it, how we use it, and under what circumstances we may share it with third parties.

1. **Internet Activity or General Browsing.** You can visit the Website to read product, investment, and company information, or use some of our online tools without telling us who you are or submitting any personally identifiable information. When you do, we or our service providers may automatically collect and store statistical information on a pseudonymized basis relating to internet activity or other electronic network activity when you visit or otherwise interact with our Website, such as the information about the time and length of your visit, the website you last visited, the pages you request, the date and time of those requests and the name of your Internet Service Provider (“ISP”) (“Usage Information”).

We may use various methods and technologies to store or collect Usage Information (“Tracking Technologies”). Whenever you visit our Website, these Tracking Technologies may set, change, alter or modify settings or configurations on your personal computer, laptop, tablet, mobile phone or other device (each, a "Device") used to access our Website. Some of the Tracking Technologies used on the Website, include, without limitation, the following (and subsequent technology and methods later developed):

- (a) **Cookies.** A cookie is a file placed on a Device to uniquely identify your browser or to store information on your Device. Our Website may use HTTP cookies, HTML5 cookies, Flash cookies and other types of cookie technology to store information on local storage. The use of cookies is an industry standard and you will find them used by 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 are optional and do not require you to provide personal information. We use the information obtained from these online surveys to improve our Website for

a better user experience and to improve our products or services or the quality of our service to our customers.

- (b) **Clear Gifs.** Clear gifs are tiny graphics with a unique identifier (which may be invisible to you), 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 (or communications) and are about the size of the period at the end of this sentence. These clear gifs, help us better manage content on the Website by informing us what content is effective.
  
  - (c) **Embedded Scripts.** An embedded script is programming code that is designed to collect information about your interactions with the Website, such as the links you click on;
  
  - (d) **Etag, or entity tag.** An Etag or entity tag is a feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL;
  
  - (e) **Browser Fingerprinting.** Collection and analysis of information from your Device, such as, without limitation, your operating system, plug-ins, system fonts and other data, for purposes of identification; and
  
  - (f) **Recognition Technologies.** Technologies, including application of statistical probability to data sets, which attempt to recognize or make assumptions about users and devices e.g., that a user of multiple devices is the same user.
2. **Log Files.** As is true of most websites, we gather certain information automatically and store it in log files. This information includes IP addresses, browser type, (ISP, referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information to analyze trends, to administer the Website, to track users' movements around the Website and to improve our Website usability.
3. **Social Media Features.** Our Website may include links to various social media services, like 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.
4. **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 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 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. We may also track the website or application you were on before entering our Websites and the website or application you land on after you leave one of our Websites.

5. **Mobile Device and Network Access.** If you use our mobile application, some of our application features require us to access your Mobile Device or Mobile Device Network. For example, to add a payment

reminder to the native calendar on your Mobile Device, we must access that calendar to add the reminder. Also to use the QR code scanner feature of the Application, we must access your camera to activate the scanner. The same is true if you authorize fingerprint authentication or facial recognition for authentication; however, any information related to fingerprint authentication or facial recognition will be stored only on your Mobile Device. We will not collect or store this information.

## 6. **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, Account number, last four digits of your Social Security number 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 (“VIN”), 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 or (as permitted by law) others such as account balances, account activity, purchase and payment history; 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 TMCC 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 automobiles, such as Toyota Motor Sales U.S.A., Inc., authorized Toyota and Lexus 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 your personally identifiable information, 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 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 your permission and if enabled on your Device, we may collect your geolocation.

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.

7. **Access to Your Account Information on Third Party Websites and Mobile Device Applications**. We may offer dealers, our affiliates and non-affiliated companies with which we have a business relationship 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.
8. **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. Our vehicle protection product customers may request a copy of any applicable customer Privacy Policy by calling us at 1-800-255-8713.
9. **Your Privacy Choices**. If you are a TMCC 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. Additionally, if you are a California resident, you may have additional rights under California law. Therefore, please review section 16.

10. **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.
11. **Accuracy of Your Information.** You have the right to access to your personal information and to amend or update inaccurate or incomplete personal information, request deletion of your personal information, or request that we no longer use it. You may contact us at 1-800-874-8822 (TFS), 1-800-874-7050 (LFS), 1-800-228-8559 (TMIS) or 1-800-469-5214 (Toyota Credit de Puerto Rico Corp.) regarding your rights. 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.
12. **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.

13. **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 (TFS), 1-800-874-7050 (LFS), 1-800-228-8559 (TMIS) or 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>.
14. **Policy on Protection of Social Security Numbers.** We are committed to maintaining the confidentiality of Social Security numbers we collect and have implemented a privacy protection policy with respect to the collection and processing of Social Security numbers through the Website. We collect the Social Security Numbers of our retail installment purchase and lease applicants, customers and investors of TMCC only for business purposes, including processing purchase finance and lease documents, in accordance with applicable federal and state law. The unlawful disclosure of Social Security numbers is strictly prohibited, including that Social Security Numbers shall not be displayed. Access to Social Security numbers is limited to those employees and third parties whose job duties require a need to know and access the information to provide products and services to you or otherwise service your account with us.

15. **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 under the age of 13. 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.

16. **YOUR CALIFORNIA PRIVACY RIGHTS.** This section applies to any California residents about whom we have collected personal information from any source, including through your use of our Website(s), by buying our products or services, or by communicating with us electronically, in paper correspondence or in person.

As a financial services company, TMCC applies privacy and security protections to your personal information as required by US federal law. As such, certain personal information that we may collect and process about you to deliver our financial products and services is exempt from the California Consumer Privacy Act (“CCPA”). In furtherance of our commitment to consumer transparency and privacy for our valued customers, we are providing you with details on the sources, uses, and similar details of the personal information we may process about you.

Please keep in mind, however, that our decision to provide you this information is done solely on a voluntary basis and in no way suggests TMCC is doing so because it is required to do so under the CCPA or any other legal obligation. Therefore, TMCC reserves the right, in our sole discretion, to determine the amount and type of information we disclose to you in the future or how to respond to privacy requests that you may submit to us.

For purposes of this section, “personal information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California consumer/resident or household. Personal information does not include publicly available information or information that has been de-identified.

a. What Information We Collect.

We may collect the following categories of personal information about you:

- (i) Identifiers, such as real name and alias; postal address; unique personal identifier; online identifiers as detailed below; IP address; email address; telephone number; account number, name, and password; Social Security number; driver’s license number, passport number, state or other government-issued identification card number; vehicle identification number; or other similar identifiers;
- (ii) Commercial information, such as records of personal property; products or services purchased, obtained, or considered; account balances, payment history, or account activity; bank account number, credit and debit card number, and other information relating to your financial institution; credit application, credit checks, and information from credit reporting agencies; or other purchasing or consumer histories or tendencies;
- (iii) Biometric information, which includes fingerprints; facial scans; voice recognition information; genetic information; and/or other similar biometric identifiers;
- (iv) Information relating to Internet activity or other electronic network activity, including cookie identifiers, clear gifs, browser type, ISP, referring/exit pages, operating system, date/time stamp, clickstream data, device platform, device version, and other device characteristics including your choice of settings such as Wi-Fi, Bluetooth, and GPS;

- (v) Geolocation data, including from your mobile device(s) or vehicle(s);
- (vi) Audio, electronic, or visual information, such as audio recordings of calls to or from our customer service centers;
- (vii) Professional or employment-related information, such as your current and previous employers, job title and responsibilities, assets and income, and/or other information about your work history;
- (viii) Education information;
- (viii) Inferences about you;
- (ix) Other personal information not listed above and related to characteristics protected under California or federal law;
- (x) Other personal information not listed above and contained in customer transaction records as described in California Civil Code § 1798.80(e), which includes signature, physical characteristics or description and/or insurance policy number, bank account number, credit card number, debit card number, and other financial information).

b. What We Do With Your Information

We may collect or use personal information from you for the following purposes:

Analytics, categorization, and decision-making
Assessing third party vendors / service providers
Audit, compliance, policy, procedures, or regulation
Billing, payment, and fulfillment
Credit risk modeling
Customer applications and credit approvals
Customer claims and fraud investigation and prevention
Customer communications
Customer modeling
Customer relationship management
Dealer relations
General business administration
Marketing our products and services
Marketing the products and services of others, both affiliates and non-affiliates



Financial reporting and accounting
Website optimization and maintenance
Link your Online Account Services to your online account with an affiliate or non-affiliated company with which we have a business relationship
Systems and data security

c. Sources of Collected Information.

We may collect personal information from the following categories of sources:

- (i) Our customers and non-customers, including through websites and mobile applications operated by TMCC;
- (ii) TMCC affiliates, such as Toyota Motor Insurance Services, Inc. (“TMIS”), Toyota Financial Savings Bank, and Toyota Motor Sales U.S.A., Inc.;
- (iii) Our service providers, such as customer relationship management providers, analytics providers, website hosting providers, systems administrators, and communications delivery services;
- (iv) Nonaffiliated companies with which we have a business relationship, such as authorized Toyota and Lexus dealers, independent Toyota and Lexus dealership marketing associations, private Toyota distributors, and promotional and joint marketing partners; and
- (v) Other third parties, such as those calling us for information about your Account as defined in the Online Services Agreement, those who may sell your data in aggregate form for automotive marketing purposes, and other websites and mobile applications, online advertising partners, and other data suppliers.

d. Who We Share Information With.

We do not sell personal information or otherwise provide personal information to third parties for monetary or other valuable consideration. However, we disclose the categories of personal information listed in subsection a. above for business purposes. Accordingly, we may share your personal information with the following categories of third parties:

- (i) Affiliates, such as our parent, subsidiaries and other affiliated companies in the Toyota corporate group, including other financial services companies (e.g., Toyota Financial Savings Bank) and non-financial services companies (e.g., Toyota Motor Sales U.S.A., Inc.) engaged in the distribution, marketing, and sales of automobiles;
- (ii) Companies offering similar products and services, including other financial services companies;
- (iii) Advertising and marketing companies;
- (iv) Social media companies;

(v) Technology companies;

(vi) Non-affiliated companies with which we have a business relationship, such as the auto manufacturer, auto distributor from whom you obtained your vehicle, dealership marketing associations, private distributors, and promotional and joint marketing partners.

We may also disclose your personal information for other purposes, including:

(i) **Legal Compliance.** To law enforcement or government authorities in order to comply with applicable laws and regulations, to respond to a subpoena, search warrant, or other lawful request for information we receive, or as otherwise pursuant to legal process.

(ii) **Protection of Rights and Interests.** We may also use and disclose personal data to establish or exercise our legal rights, to enforce our Terms of Use, this Online Privacy Policy, or agreements with you or third parties, to assert and defend against legal claims, or if we believe such disclosure is necessary to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person.

(iii) **Business Transactions.** Subject to applicable law, we reserve the right to transfer some or all personal information in our possession to a successor organization in the event of a merger, acquisition, bankruptcy or other sale or transfer of all or a portion of our assets. If any such transaction occurs, the purchaser will be entitled to use and disclose the personal information collected by us in the same manner that we are able to, and the purchaser will assume the rights and obligations regarding personal information as described in this Online Privacy Policy.

#### e. Your Privacy Rights

You have the following rights under the CCPA, to the extent your personal information is not already protected by privacy and security measures required under federal law, for example, for financial services and products:

- (i) **Right to Know.** You have the right to request what personal information we collect, use, disclose, and/or sell.
- (ii) **Right to Delete.** You have the right to request the deletion of your personal information that is collected or maintained by us.
- (iii) **Right to Opt-Out of Sale.** If a business sells personal information, you have the right to opt-out of the sale of your personal information. We do not sell your personal information for monetary or other valuable consideration.

We do not sell your personal information for monetary or other valuable consideration.

- (iv) **Right to Non-Discrimination.** You have the right not to receive discriminatory treatment by us for the exercise of the privacy rights described above.

The rights listed above are subject to our being able to reasonably verify your identity and authority to make these requests. In order to verify your identity when you submit a request, we will ask you to provide two (2) or three (3) pieces of personal information to confirm in our records. For example, if you financed or leased a vehicle through TMCC, you will be asked to provide your name and the last six (6) digits of your Social Security number. If you purchased a vehicle protection product from TMIS, in addition to your name, you will

be asked to provide the relevant agreement or application number for such product, as well as the associated VIN. Therefore, please keep this in mind before attempting to submit your request.

If you are a California resident and wish to exercise these rights, please contact us in one of the following ways:

Interactive webform:

Click here for TFS and TMIS <https://www.toyotafinancial.com/us/en/ccpa/data-privacy-request.html>.

Click here for LFS and TMIS <https://www.lexusfinancial.com/us/en/ccpa/data-privacy-request.html>.

Toll-free phone number:

TFS/LFS: 1-866-422-7210

TMIS: 1-866-422-7220

Please note that submitting a 'right to know' or 'right to delete' request to us will not extend to Toyota or Lexus dealers, private distributors, or Toyota Motor Sales North America (TMS). If you wish to exercise your CCPA rights with any of those entities, please see their websites for more information on how to submit such requests.

You will need to submit separate requests if you financed or leased a vehicle, or previously applied for financing or lease, with Toyota Motor Credit Corporation AND also purchased, or previously applied for, an optional vehicle protection plan from Toyota Motor Insurance Services, Inc.

You may also authorize someone to exercise the above rights on your behalf. In order to do so, we require written authorization, for example, through a valid Power of Attorney or equivalent document. Once we have a copy of the valid written authorization, your designated representative/agent will be able to exercise these rights with respect to the account(s) listed on such authorization for the life of the account plus 90 days, unless there is a specified term or expiration date on the authorization form.

**17. Visitors to Our Website Outside of the United States.** Our Website is operated in the United States and intended for users located in the United States only. If you are visiting the Website from a location outside of the U.S., please be aware that the information we collect, including Personal Information, will be transferred to, and processed, stored and used in the United States. All information you receive from the Site will be created, and all information you provide will be maintained on servers and systems located within the United States. The data protection laws in the United States may differ from those of the country in which you are located, and your information may be subject to access requests from governmental authorities, courts, or law enforcement in the United States according to laws of the United States. By using the Website or providing us with any information, you consent to the transfer to, and processing, use, sharing and storage of such information in the United States and in other countries, as may be set forth in this Online Privacy Policy.

**18. 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.

**19. Contact us.** If you have questions or complaints regarding our Online Privacy Policy or practices, please contact us by phone at following numbers: 1-800-874-8822 (TFS), 1-800-874-7050 (LFS), 1-800-228-8559 (TMIS) or 1-800-469-5214 (Toyota Credit de Puerto Rico Corp.). If you have an unresolved privacy or data

use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

## **Online Terms of Use (applicable to all Website users)**

**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 dealer for information regarding the products and services available in your area.

1. **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.
2. **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.
3. **Accuracy of Website.** While we make all reasonable efforts to ensure that all material on the Website is correct, accuracy cannot be guaranteed.
4. **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.
5. **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 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 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.
6. **Copyright.** The information contained on the Website is protected by copyright and may not be reproduced without our written consent.
7. **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.
8. **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 section of the Website for the appropriate contact information.