American Honda's Vehicle Data Privacy Practices

American Honda Motor, Co., Inc. ("Honda"), the distributor of Acura and Honda vehicles in the United States, for a long time has taken most seriously the need to protect consumer privacy. With the growing application of in-vehicle technologies and services that can transmit personally identifiable information to Honda, its service providers, and, potentially, third parties in order to enhance the safety, performance, and driving experience of its customers, Honda has, along with other automakers, made a commitment about how it will collect, use, share, and hold such information. The Consumer Privacy Protection Principles for Vehicle Technologies and Services (the "Privacy Principles") that are linked below reflect that commitment.

The Privacy Principles provide a framework for how Honda will handle "Covered Information." Covered Information consists of personally identifiable information collected, generated, recorded, or stored in an electronic format in vehicles as part of vehicle technologies and services that can be retrieved by or on behalf of Honda, or is personal subscription information provided by consumers subscribing to or registering for certain vehicle technologies or services. The Privacy Principles provide additional, heightened protections for the most sensitive types of consumer in-vehicle data, such as geo-location, driver behavior, and biometric data.

Fundamentals of the Privacy Principles:

- **Transparency**: Honda commits to providing Owners and Registered Users of connected vehicle services with ready access to clear, meaningful notices about its collection, use, and sharing of Covered Information.
- **Choice**: Honda commits to offering Owners and Registered Users with certain choices regarding the collection, use, and sharing of Covered Information.
- **Respect for Context**: Honda commits to using and sharing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking account of the likely impact on Owners and Registered Users.
- **Data Minimization, De-Identification & Retention**: Honda commits to collecting Covered Information only as needed for legitimate business purposes. Honda further commits to retaining Covered Information for only as long as it determines necessary for legitimate business purposes.
- **Data Security**: Honda commits to implementing reasonable measures to protect Covered Information against unauthorized access or use.
- **Integrity & Access**: Honda commits to implementing reasonable measures to maintain the accuracy of Covered Information and further commits to offering Owners and Registered Users reasonable means to review and correct Personal Subscription Information that they provide during the subscription or registration process for Vehicle Technologies and Services.
- **Accountability:** Honda commits to taking reasonable steps to ensure that it and other entities that receive Covered Information adhere to the Privacy Principles.

As part of the commitments under the Privacy Principles, Honda has established this webpage so consumers can access the American Honda Vehicle Data Privacy Policy, which explains how Honda collects, maintains, uses, and discloses Covered Information as part of vehicle technologies and services, and all of the other relevant documents related to Honda programs, technologies and services whereby

Covered Information may be collected, used, shared or held by Honda. The applicable documents are linked below.

American Honda Vehicle Data Privacy Policy

HondaLink Assist

Fit EV Data Collection and Disclosure Agreement

Statement re: Event Data Recorder Operations

Privacy Principles

American Honda Vehicle Data Privacy Policy

Thank you for selecting a Honda or Acura vehicle. Your privacy is important to American Honda Motor Co., Inc. and its affiliates ("Honda", "we", "our" or "us"). We are committed to ensuring that any personal information we collect, maintain, use or disclose is protected appropriately and that your privacy is respected. Your vehicle may be equipped with technology that enables you to access and use a variety of connected, wireless or internet-based functions and services, either directly in the vehicle or through a smart device or a smart device software application (collectively, "Connected Vehicle Technologies and Services"). Certain of these Connected Vehicle Technologies and Services may also provide Honda or its third party service providers with information about your vehicle and your use of the vehicle, both in terms of (i) vehicle operation and status and (ii) usage of vehicle systems and services, including connected smart devices and smart device software applications.

This Vehicle Data Privacy Policy (this "Vehicle Privacy Policy") is intended to explain how Honda collects, maintains, uses, and discloses the following types of information related to the Connected Vehicle Technologies and Services ("Covered Information"):

- Information that the vehicles collect, generate, record, or store in electronic form, which is retrieved from the vehicles or from smart devices (or software applications thereon) you connect to the vehicles, typically wirelessly, by Honda or on our behalf, and which is linked or reasonably linkable to (a) the vehicle from which the information was retrieved, (b) the owner(s)/lessee(s) of the vehicle, (c) a connected smart device, or (d) a registered user of Connected Vehicle Technologies and Services; or

- Information you provide when subscribing or registering for Connected Vehicle Technologies and Services.

This Vehicle Privacy Policy covers:

1. The types of Covered Information that Honda may collect;

2. How Honda may use and disclose Covered Information;

3. Security and retention of Covered Information;

4. Choices vehicle owners/lessees and registered users of Connected Vehicle Technologies and Services have regarding Covered Information; and

5. How to contact Honda about the collection, maintaining, use, and disclosure of Covered Information.

This Vehicle Privacy Policy applies only to Covered Information, and it is intended to supplement the privacy terms set forth in Honda's Customer Privacy Policy. You can access the current Customer Privacy Policy ***here***, or you may request a copy by calling us at 1-888-528-7876. This Vehicle Privacy Policy does not apply to information recorded on your vehicle's Supplemental Restraint System electronic control unit (SRS ECU) during a crash event. Information stored on the SRS ECU only is accessible via a physical connection with special tools. State and/or federal law restricts who may access such information and how such information may be accessed.

Honda collects or, depending on choices you may make, can collect Covered Information when you use, subscribe to, or register for, any Connected Vehicle Technologies and Services, including when you accept a request to collect data from, or otherwise enable data collection from, the vehicle, a paired smart device or a software application on a smart device. The Connected Vehicle Technologies and Services available on certain models include: HondaLink®; AcuraLink®; incident response and roadside assistance services accessed directly through the vehicle; traffic and weather services; navigation services; vehicle diagnostic tools; vehicle location/locator services; vehicle geo-fencing services; and vehicle/smart device/systems use analytics programs.

To learn whether your vehicle is equipped with Connected Vehicle Technologies and Services, and whether the available Connected Vehicle Technologies and Services are active or inactive, visit ***here***, for your Honda vehicle, or ***here***, for your Acura vehicle.

IMPORTANT NOTE: When you purchase a vehicle that is equipped with Connected Vehicle Technologies and Services, your vehicle may automatically transmit certain vehicle system status data to Honda and, in some cases, to Honda's third party service providers as a result of your use of the vehicle and with no further action on your part. This data is transmitted to assist in product research and development and future maintenance evaluation. In addition, for certain Honda and Acura models, the vehicle may automatically send an electronic signal with your latitude and longitude at a particular point in time to Honda or our third party service provider if the vehicle detects a crash has occurred.

PLEASE READ THIS VEHICLE PRIVACY POLICY CAREFULLY.

You accept the terms of this Vehicle Privacy Policy, and consent to Honda's collection, maintaining, use and disclosure of your Covered Information as described in this Vehicle Privacy Policy, when you:

- Purchase or lease a vehicle equipped with Connected Vehicle Technologies and Services;

- Use Connected Vehicle Technologies and Services in a vehicle;

- Agree to a Subscription Services Agreement; or
- Agree to terms and conditions for any Connected Vehicle Technologies and Services that are part of a mobile or web-based application; or
- Accept or enable data transmission, collection and analytic services on the vehicle or a connected smart device.

However, if Honda intends to use certain types of Covered Information (specifically, geolocation information, driver biometric information or driver behavior information) for marketing purposes or to provide such information to third parties for their own independent use, it will obtain your separate, express consent, either by affirmative statement or your enablement of certain vehicle functions, before doing so.

1. The Types of Covered Information That Honda May Collect

Personal Information. Personal Information. When you use any Connected Vehicle Technologies and Services, either Honda or a third party on our behalf may collect and maintain the Vehicle Identification Number (VIN) associated with your vehicle or another identifier that can be connected to your vehicle's VIN and other information that can the vehicle to you. In addition, when you subscribe to, or register for, any Connected Vehicle Technologies and Services, either Honda or a third party on our behalf may collect Covered Information such as your name, address, telephone number(s), e-mail address(es), and password.

Information About Your Vehicle's Operation. When you use the Connected Vehicle Technologies and Services, either Honda or a third party on our behalf may collect Covered Information that is collected, recorded, or stored by the vehicle, including the following:

- oil life, odometer mileage, fuel level, miles remaining to empty, dashboard warning lamps, tire pressure, diagnostic trouble codes (e.g., electronic system generated trouble or failure codes), vehicle maintenance status and other vehicle status and diagnostic information;
- trip log information, including trip start time and end time, trip start and end location, trip distance, and fuel consumed; and
- airbag system status, including airbag deployments and the relative change in velocity (delta-v) associated with the airbag deployment. NOTE: This status report/crash notification does not include an over-the-air or wireless download of the contents of your vehicle's SRS ECU.

Information About Your Use of the Connected Vehicle Technologies and Services. When you use the Connected Vehicle Technologies and Services, either Honda or a third party on our behalf may collect Covered Information, including:

- your search content;

- account access information, including information about anyone making a call from the vehicle or under your account; and
- call history information, including the date, time and duration of call, and any response specialist's notes written during a call;
- smart device calendar data, such a date/time/location of scheduled events (for use in navigation system or system improvements);
- navigation system settings and usage;
- audio system settings and usage; and
- connectivity systems (e.g., embedded TCU, wifi hot-spot) settings and usage.

Geolocation and Driver Behavior Information. Certain of the Connected Vehicle Technologies and Services may collect geolocation and driver behavior information.

- Geolocation information means the exact location of your vehicle, either at a specific point in time or over a period of time. Under certain circumstances, your vehicle may send an electronic signal with your latitude and longitude at a particular point in time to Honda or our third party service provider. For example, if your vehicle is in a crash or you press the Assist button in your vehicle, Honda or our third party service provider may record and transmit your geolocation information, along with other Covered Information, to third party incident responders and roadside assistance providers. Other times, but only with your request and if specific conditions have been met, Honda or our third party service providers may record and transmit your vehicle's geolocation to assist law enforcement in locating stolen or missing vehicles. In the event you breach any of the terms of the agreements governing the leasing or financing of your vehicle, to the extent permitted under the agreement, your geolocation information may be used to locate your vehicle for the purpose of communicating with you and/or recovering your vehicle. In addition, your geolocation information may be used to provide you with services that rely on or relate to your vehicle's location, but only if you have registered for, or specifically requested, such services.
- Driver behavior information collected by our Connected Vehicle Technologies and Services includes (or can include some or all of): vehicle speed; vehicle acceleration and deceleration (and associated pedal positions);, engine speed;, direction of travel; time of travel; steering angle; yaw rate; vehicle control systems settings, position and usage; and Honda Sensing/Acura Watch system settings and usage; but the term as used in this Vehicle Privacy Policy does not include information that is used only for safety, diagnostics, warranty, maintenance or compliance purposes.

Honda will only collect, maintain, use, and disclose geolocation and driver behavior information as stated in this Vehicle Privacy Policy, and certain uses and disclosures of geolocation and driver behavior

information will require your separate, express consent, either by affirmative statement or your enablement of certain vehicle functions.

Note on Recording and Monitoring

You agree and understand that we may record or monitor any of the information identified above when generated by or as part of the Connected Vehicle Technologies and Services. For quality assurance purposes, Honda or our third party service providers may monitor and record conversations between our and their respective service centers and your vehicle's occupants, as well as any conversations between our and their service centers and you or others contacting the service centers to discuss your account outside of the vehicle. However, absent your contacting Honda or our third party service providers from your vehicle, neither Honda nor its third party service providers have any ability to monitor, record or otherwise access any audio or video feed from your vehicle or connected smart device.

2. How Honda May Maintain, Use, and Disclose the Covered Information

Honda commits to maintaining, using, and disclosing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking into account the likely impact on vehicle owners and registered users of the Connected Vehicle Technologies and Services. Subject to the terms and limitations of this Vehicle Privacy Policy, we may use Covered Information, and may disclose Covered Information to third party responders, applicable third party service providers, our affiliate companies and business partners, law enforcement or other governmental entities:

- to provide the Connected Vehicle Technologies and Services;
- to communicate with you;
- to evaluate and improve vehicle and systems' quality, performance and design, as well as the quality, performance and design of Connected Vehicle Technologies and Services (including related systems and software applications);
- to help you to maintain your vehicle;
- to administer Honda's business and operations;
- to provide superior service;
- to offer opportunities that Honda thinks would be of benefit to vehicle owners;
- to perform market research;
- to develop future services and/or products;
- to prevent fraud or misuse;

- to comply with legal requirements (e.g., to respond to a subpoena);
- to engage in dispute resolution;
- to facilitate the provision of software updates;
- to provide product support;
- to help protect the safety of you or others;
- to protect Honda's rights or property;
- to enable other related uses Honda may develop;
- in the event of a change of control or bankruptcy proceeding;
- for any other purpose for which Honda obtains your consent; and
- as permitted by law.

Honda also may aggregate Covered Information so that it does not identify any individual or vehicle. We may use and disclose such aggregate information for any lawful purpose without restriction.

3. Security and Retention of Covered Information

Honda follows industry standards and takes appropriate security and other measures to safeguard Covered Information from loss, misuse, or alteration. Honda retains Covered Information only as long as necessary or relevant for the identified purposes or as required by law. Honda requires its third party service providers with access to Covered Information to protect and to keep this information confidential and they are only permitted to use Covered Information for the sole purpose of carrying out services for Honda.

Because certain communications and information collected from your vehicle are provided through wireless and satellite networks, we cannot promise or guarantee that the communications will not be intercepted by others. You understand and agree that your use of the Connected Vehicle Technologies and Services is at your own risk and Honda will not be liable for any damages for any loss of privacy occurring in communication over such networks.

Covered Information may be stored and/or processed or otherwise used by or on behalf of Honda both inside and outside of the USA. If a third party service provider is located outside the USA, Covered Information may be processed and stored in a country that has laws that are different from those in the USA, and where the government may be able to obtain disclosure of your Covered Information under its local laws.

4. Choices Vehicle Owners/Lessees and Registered Users of Connected Vehicle Technologies and Services Have Regarding Covered Information

You have certain choices about the Covered Information that we collect, maintain, use and disclose.

- Opt-in/Opt-out
    - You may opt-out of sending via an embedded telecommunications unit (if installed) your vehicle's location to Honda or our third party service provider in the event a possible crash is detected.
    - You may opt-in or opt-out of using your connected *Bluetooth*® HandsFreeLink® smart device to attempt to contact third party responders in the event of a crash or other incident.
    - You may opt-in or opt-out of collecting and sending your vehicle's diagnostic, location, and trip log information to Honda.
    - You may opt-in or opt-out of sending, by use of in-vehicle or smart device based switches/settings, communications data when you pair your connected smart device.
    - You may opt-in or opt-out of sending, by use of in-vehicle or smart device based switches/settings, vehicle or vehicle systems' data.
    - You may choose not to register or subscribe for certain Connected Vehicle Technologies and Services, such as HondaLink or AcuraLink, or may choose not to use certain technologies or services, such as a navigation system provided in your vehicle.
    - You may choose not to receive marketing communications from Honda. To unsubscribe from marketing communications, please visit ***here***, for your Honda vehicle, or ***here***, for your Acura vehicle, or call us at 1-888-528-7876. Please note that, even if you choose not to receive marketing communications from Honda, you still will receive communications regarding recalls and service campaigns, the status of any of the Connected Vehicle Technologies and Services, your account, and any other service-related issues and updates that will allow us to provide you with superior service.

- Review and Update. You may review and update your personal information at any time by contacting us.
    - **IMPORTANT**: It is your obligation to correct or update the information provided when you register for, or subscribe to, Connected Vehicle Technologies and Services, or buy or lease a vehicle when that information changes. If you do not notify us of a sale or transfer of your vehicle, we may continue to send reports or other information about the vehicle or the account to the address currently on file with us and/or to the new owner. In such case, we are not responsible for any damages you may suffer.

- Deactivation. When you buy a vehicle equipped with Connected Vehicle Technologies and Services, data collection may be active. You may deactivate certain of the Connected Vehicle Technologies and Services at any time by contacting us and following the directions provided to you, in which event we will no longer collect the Covered Information related to the deactivated Connected Vehicle Technologies and Services. Please note that, even if you choose to deactivate, some limited vehicle data may still be collected to improve vehicle quality and to deliver any services related to the vehicle.

5. How to Contact Honda about the collection, maintaining, use, and disclosure of Covered Information

If you have questions or concerns about this Vehicle Privacy Policy, or would like to update your personal information, opt-in or opt-out from particular features, or deactivate your Connected Vehicle Technologies and Services, please call us at 1-888-528-7876.

Changes to this Vehicle Data Privacy Policy

The effective date of this Vehicle Privacy Policy is set forth at the bottom of this page. We may change this Vehicle Privacy Policy from time to time by posting the changes here so please come back and review this Vehicle Privacy Policy regularly. We will take reasonable steps to alert vehicle owners/lessees and registered users of Connected Vehicle Technologies and Services prior to changing the collection, maintaining, use or disclosure practices associated with Covered Information in ways that have a material impact on vehicle owners/lessees and registered users of Connected Vehicle Technologies and Services. If the new practices involve maintaining, using or disclosing Covered Information in a materially different manner than when the Covered Information was collected, we will obtain the consent of vehicle owners/lessees and registered users of Connected Vehicle Technologies and Services to the new practices.

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Links:

Privacy Policy (United States Only) located at www.honda.com/site/site_privacy.aspx.

For information about available services, please visit: http://www.hondalink.com/vehicle-data-choices, for your Honda vehicle, or http://www.acuralink.com/vehicle-data-choices, for your Acura vehicle.

To unsubscribe from marketing communications, please visit: http://www.Owners.Honda.com, for your Honda vehicle, or http://www.Owners.Acura.com, for your Acura vehicle.

Return

HondaLink Assist

Statement regarding HondaLink® Assist Automatic Collision Notification & Assistance Request ("HondaLink® Assist Services").

When Honda's Third Party Provider receives a crash notification and/or request for assistance from your connected *Bluetooth*® HandsFreeLink® phone, it will first attempt to verify your request, and then, if appropriate, contact third party responders to respond to your incident. **You understand that neither Honda nor its Third Party Provider can assure you, or make any guarantees, about the manner or timeliness of such third party response or whether third party responders will respond to your incident in a timely manner or at all.** YOUR VEHICLE HAS TO HAVE HONDALINK® ASSIST SERVICES, A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER), A *BLUETOOTH*® HANDSFREELINK® PHONE THAT IS CONNECTED TO THE VEHICLE, AN ACTIVE CELLULAR SERVICE ACCOUNT FOR YOUR *BLUETOOTH*® HANDSFREELINK® PHONE, AND CONNECTION TO THE CELLULAR SERVICE FOR THE AUTOMATIC COLLISION NOTIFICATION AND REQUEST FOR ASSISTANCE FEATURES TO OPERATE.

The HondaLink® Assist Services are dependent upon cellular connection availability, *Bluetooth*® HandsFreeLink® phone connectivity with the vehicle, and GPS satellite signal reception, each of which can limit the ability to reach either the HondaLink® customer care center or to receive support.

The HondaLink® Assist Services are not a service of your wireless carrier. If you use the HondaLink® Assist Services, it may require your wireless carrier to disclose your customer information, including location information, to Honda's telematics service provider, its subcontractors engaged in providing the HondaLink® Assist Services, or other third parties. By using the HondaLink® Assist Services, you authorize your wireless carrier to disclose your information to third parties to enable the HondaLink® Assist Services. If you aren't comfortable with the HondaLink® Assist terms, don't use it. By using the HondaLink® Assist Services, you acknowledge and agree that (1) your relationship with Honda is separate from your relationship with your wireless carrier; (2) your wireless carrier is not responsible for the HondaLink® Assist Services; and (3) you will hold harmless your wireless carrier and its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any judgments, claims, actions, losses, liabilities or expenses arising from or attributable to the HondaLink® Assist Services or the acts or omissions of Honda or its subcontractors providing the HondaLink® Assist Services.

Honda reserves the right to terminate HondaLink® Assist services at any time or for any reason, and in the future may not be able to provide services due to changes in or obsolescence of technology integral to the service or changes in governmental regulation.

Return

Fit EV Data Collection and Disclosure Agreement

American Honda Motor Co., Inc.

2013/2014 Used Honda Fit EV

Important Information for Customers

Honda is excited that you have expressed interest in our electric vehicle, the Fit EV. The purpose of this document is to acquaint you with some unique features and requirements of this vehicle and the Lease document that may be different from other vehicle transactions. The information presented here will not repeat the information presented on the website.

The Fit EV will not be available for purchase. The Fit EV you are leasing is a **used vehicle** that has been returned to American Honda. The used Fit EV has been inspected by an authorized Honda Fit EV dealer and is in excellent condition. It may only be leased for 24 months.

Due to the unique nature of the Fit EV program and the limited number of Fit EVs produced, some replacement parts and components may not be available to allow American Honda to repair or maintain your Fit EV in good working order. In such a case, American Honda may determine in its sole discretion to end the lease agreement and ask you to return the Fit EV to an authorized Honda Fit EV dealer.

The Fit EV is not included in the Honda Certified Used Program, so none of those benefits apply. The remaining conditions and mileage / time limits of all Honda New Vehicle Warranties are in full effect.

There are some important differences between the lease of the Fit EV, and other vehicle leases you may be familiar with. Also, it is important to note that the vehicle will automatically communicate with Honda concerning its location and performance.

Also, as you proceed through the process of qualifying to lease a Fit EV and ultimately take delivery of the vehicle, you will receive several documents on the transaction, such as the lease you are entering into and the owner's manual for the vehicle. The information below is not intended to take the place of these documents, which you should read and understand as you complete the lease transaction and take delivery of the vehicle.

Honda is delivering this document to you to assist you in understanding the characteristics of an electric vehicle and many important terms of the lease, the communication between the car and Honda, and other important features. Having reviewed all of this information, you can confirm your decision that the Fit EV is right for you.

INFORMATION TRANSMITTED FROM THE VEHICLE TO HONDA

The Fit EV is equipped with monitoring systems that record information about each vehicle, including its location at all times, battery performance and condition, battery charging time and intervals, and other information. This data will be continuously and automatically transmitted to, and recorded by, Honda. This data will be used by Honda to aid further development of Battery Electric Vehicles, to diagnose potential vehicle problems, and for other legally permissible purposes. Honda will not share information concerning an individual vehicle (for example, the location of that vehicle) unless required to do so by a court or other legal authority.

TERMS OF THE LEASE

You will not have an option to purchase the vehicle, either during the term of the lease or at the end of the lease term. Upon the termination of the lease, the car must be returned to Honda. You cannot purchase the vehicle. The lease includes scheduled maintenance, roadside assistance, collision coverage (Honda will repair damage to the vehicle, so you only need to carry Liability Insurance in the limits specified in the Lease document), and annual navigation system updates. Also, since Honda strongly recommends that Fit EV lessees install 240 V charging equipment in their home, Honda will include Leviton charging equipment hardware at no additional charge. However, you are responsible for arranging installation and any costs incurred. Leviton is the preferred supplier of charging equipment for the Fit EV, and they can be reached at 1-855-MY-EVHONDA, or you can contact your local electrical contractor for installation quotes.

Your home 240 V charging station must serve as your primary charging location. It is more reliable than public charging, and will allow you to charge more quickly and use vehicle features such as pre-conditioning the interior temperature while plugged in.

Workplace charging should be considered a plus, not a primary source, as availability of charging and changes in your daily routine can't always be accommodated at the workplace.

FEDERAL TAX CREDIT

Lessees of the Fit EV are not eligible for federal, state or local electric vehicle tax credits that are accorded to vehicle owners. Honda, as the owner of the vehicle, may qualify and has considered the availability of those credits in establishing lease pricing for the consumer.

LIMITS ON WHERE YOU CAN LIVE

The Honda Fit EV Used Car Lease Program is only available to residents of California, Oregon, Massachusetts, New York, New Jersey, and Maryland. Participating Honda dealers in these states have the equipment and trained personnel that are necessary to maintain the Fit EV. As such, moving to a location other than states listed above that does not have Fit EV dealer support may result in the termination of your lease and the requirement that you return the car to Honda. You will be required to notify Honda if you plan to move.

If your lease is terminated because you relocate, you will not be required to make any additional payments after the lease is terminated. You will be responsible for any past due payments, outstanding taxes, fines such as traffic or parking tickets, fees such as all license, title and registration costs, any Excessive Wear and Use amounts. Fit EV Customers enjoy unlimited mileage during the lease of the car.

INSURANCE ON THE VEHICLE

You will be required to maintain liability insurance on the vehicle, in accordance with coverage limits specified by Honda. Liability insurance covers damages which you may cause to others during the operation of the vehicle.

Collision coverage, which covers loss or damage to the vehicle, is not required, as Honda will be responsible for vehicle repairs with the Fit EV lease.

TOTAL LOSS OF THE VEHICLE

If the vehicle is damaged, Honda may, at its option, declare the vehicle a total loss. If this occurs, your lease will terminate. You will not be provided with a replacement vehicle. You may, of course, apply for another lease, subject to availability and consumer demand for the Fit EV.

MAINTENANCE AND REPAIRS

All repairs and scheduled maintenance of your Fit EV must be completed at an authorized Honda Fit EV dealer or in a manner specified by the manufacturer.

The Fit EVs use innovative technology that is incorporated into each vehicle. Honda produced a limited number of Fit EVs to evaluate the performance and application of the new technology. For these reasons, the parts and components that may be required for routine maintenance on or repair of your Fit EV may not be available. In such a case, American Honda may decide to terminate (end) the lease. Only American Honda may make this determination. If the lease is terminated under these circumstances, you will be responsible for any monthly payments already due and unpaid plus any official fees and taxes that are due and owing.

MILEAGE AND RANGE RATING ESTIMATES

The United States Environmental Protection Agency (EPA) has rated the 2013 and 2014 Fit EV with an MPG equivalent (MPGe) of 132 city; 105 highway; and 118 combined, and an 82 mile combined (city/highway) driving range rating (adjusted). Your MPGe and range will vary depending on ambient temperature, driving conditions, how you drive and maintain your vehicle, the age and condition of the battery, and other factors. For additional information about EPA ratings, visit: http://www.fueleconomy.gov/feg/label/learn-more-electric-label.shtml.

OPERATING FIT EVs IN HOT OR COLD CONDITIONS

The available driving range for the Fit EV may be significantly reduced when the vehicle is operated in hot or cold conditions, due to some battery capacity loss and increased use of air conditioning and heating. This is particularly true with cold temperature operation. Batteries work by chemical reaction, and the speed of the reactions decrease as the temperature drops, resulting in a temporary decrease in total battery capacity. Driving range is further reduced by increased heater and other accessory use. In extreme cases, some Fit EV drivers have reported driving range reductions of 50% or more in cold weather. In hot weather, drivers have reported range reductions of 10% or more. As the hot or cold temperatures abate, these reductions in driving range should abate as well.

The Fit EV's cabin is heated by an electrical coolant heater, which warms the cabin quickly but uses a lot of power in the process. The heater, and all other accessories, draws power from the car's high voltage battery unless the car is plugged into a Level 2 (240V) charging system. Reducing accessory drain will

improve overall driving range. Here are some tips to help improve the available range from the Fit EV, especially in colder weather:

- Set the climate control system to a comfortable but reasonable temperature, *e.g.*, 68° F. Running your car's heater at higher temperatures will diminish the battery capacity, and therefore the driving range. In hot conditions, you should adjust the temperature up to a comfortable level, e.g. 78 F, to help reduce the energy used by the air conditioning.

- Pre-condition your vehicle prior to departure no matter what weather you are experiencing. While the Fit EV is connected to a level 2 (240V) charging station (at home or even at work) and approximately 30 minutes prior to your departure, turn on the climate control system with either the interactive remote, smartphone app, or preset departure timer (see owner's manual for details). Also, activate charging at the same time to help maintain the battery state of charge.

- Park the car in a garage if possible, both at home and away from home. This will help keep the battery warmer, helping to improve its capacity compared to being outdoors. Honda strongly recommends that the Fit EV be stored overnight or for extended periods in a garage or temperature controlled environment in order to reduce the effect that cold temperatures may have on the battery performance.

- Like all vehicles, the Fit EV's driving range will be reduced if the vehicle's tires are under inflated. Air pressure in tires will naturally decrease as temperatures get colder. Check and maintain your tire pressure at the values labeled on the driver's doorjamb for best performance.

CHARGING THE BATTERY

As noted above, you may choose to have your home inspected and if necessary, installed with the necessary equipment for charging your Fit EV. Home charging is the most reliable and convenient way to charge your Fit EV.

The equipment needed for charging the battery is referred to as the Electric Vehicle Supply Equipment or EVSE. Leviton is the preferred supplier of the Level 2 EVSE for the Fit EV. The Level 2 charging equipment uses 240 volt/32 amp current. If the battery has been completely exhausted and the vehicle has stopped, it will require approximately 3.6 hours to recharge using this equipment; 3.3 hours if the indicator in the car shows "E"; and 2.9 hours if the low battery indicator is displayed. The battery may also be charged using the Level 1, 120 volt charging cord provided with the vehicle by connecting to a dedicated 120 volt/15 amp circuit, if appropriately equipped and inspected. However, charging using this method will require 19 hours if the car has stopped; 17 hours if the indicator in the car shows "E" and 15 hours if the low battery indicator is displayed. These charging times can be significantly longer in cold weather, especially as temperatures are near or below 32 F.

If the Fit EV is not charged for an extended period, the 12 volt battery may become discharged earlier than the high voltage battery. If this occurs the vehicle charging function may not be operable even if

you plug-in the charging connector. In this case, jump starting the 12 volt battery may enable the vehicle to charge the high voltage battery. Follow the owner's manual for jump start instructions.

NOTE: Do not leave the Fit EV battery in a low state of charge for any length of time. You should charge a battery with less than 5% charge remaining as soon as possible to avoid damage to the battery.

QUESTIONS

If you have questions about this information, or any other aspect of the Fit EV or the lease, please contact your authorized Honda Fit EV dealer.

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Statement re: Event Data Recorder Operations

Event Data Recorder Disclosure Statement
While American Honda Motor Co., Inc. ("Honda") cannot (and therefore does not) retrieve data from an event data recorder without physical access to the vehicle, and thus no such data is transmitted to Honda while a vehicle is in normal use, because there often is confusion about what event data recorders are used for and whether automakers can access the data, Honda believes that it is important to include a copy of the Event Data Recorder Disclosure Statement including in its vehicles' Owner's Guides and Owner's Manuals on this webpage. The statement is as follows:
"This vehicle is equipped with an event data recorder (EDR). The main purpose of an EDR is to record, in certain crash or near crash-like situations, such as an air bag deployment or hitting a road obstacle, data that will assist in understanding how a vehicle's systems performed. The EDR is designed to record data related to vehicle dynamics and safety systems for a short period of time, typically 30 seconds or less. The EDR in this vehicle is designed to record such data as:

- How various systems in your vehicle were operating;
- Whether or not the driver and passenger safety belts were buckled/fastened;
- How far (if at all) the driver was depressing the accelerator and/or brake pedal; and,
- How fast the vehicle was traveling.

"These data can help provide a better understanding of the circumstances in which crashes and injuries occur. NOTE: EDR data are recorded by your vehicle only if a non-trivial crash situation occurs; no data are recorded by the EDR under normal driving conditions and no personal data (e.g., name, gender, age, and crash location) are recorded. However, other parties, such as law enforcement, could combine the EDR data with the type of personally identifying data routinely acquired during a crash investigation.
"To read data recorded by an EDR, special equipment is required, and access to the vehicle or the EDR is needed. In addition to the vehicle manufacturer, other parties, such as law enforcement, that have the special equipment, can read the information if they have access to the vehicle or the EDR."

Return

Privacy Principles

November 12, 2014
The Honorable Edith Ramirez Chairwoman
U.S. Federal Trade Commission
600 Pennsylvania Avenue
N.W. Washington, DC 20580
Dear Chairwoman Ramirez:

Re: Consumer Privacy Protection Principles for Vehicle Technologies and Services

On behalf of the Participating Members of the Alliance of Automobile Manufacturers, Inc. ("Alliance") and the Association of Global Automakers ("Global Automakers"), we are submitting to you Consumer Privacy Protection Principles for Vehicle Technologies and Services. The Participating Members are publicly committing to implement these Principles. Starting in the Spring of 2014, Members of the Alliance and Global Automakers came together to create a set of privacy principles for vehicle technologies and services ("Principles"), to which members of the Associations and others can agree to as baseline privacy commitments.

The Principles reflect a major step in the protection of personal information collected through in-car technologies. Although individual Members of both Associations have long protected the personal information under their control, the Principles mark the first industry-wide statement of privacy principles showing a commitment to responsible stewardship of the information used to provide vehicle technologies and services. Sensitive information, like geolocation information and driver behavior information, receives heightened protections.

The Principles reflect the reality that automobiles increasingly have innovative technologies and services designed to enhance vehicle safety, improve vehicle performance, and augment the driving experience, and that many of these technologies and services rely upon information collected from vehicle systems. Sometimes that information includes the precise location information of vehicles, or information about how drivers operate their vehicles. This information, which is critical to safety and the driving experience, deserves protection.

The Principles establish a framework that automakers and other participants in the automotive industry may choose to adopt when offering innovative vehicle technologies and services. The Participating Members adopting this framework commit to seven Principles: Transparency; Choice; Respect for Context; Data Minimization, De-Identification & Retention; Data Security, Integrity & Access, and Accountability. These Principles are based on the Fair Information Practice Principles ("FIPPs"), which have served for over forty years as the basis for privacy frameworks in the United States and around the world.

The establishment of these Principles complements another joint action by our two associations to help promote the security of vehicle-generated data. In July of this year, the Alliance and Global Automakers committed to the U.S. Department of Transportation's National

Highway Traffic Safety Administration (" NHTSA") to working towards the establishment of a voluntary automobile industry sector information sharing and analysis center ("ISAC") or comparable program for collecting and sharing information about existing or potential cyber-related threats and vulnerabilities in motor vehicle electronics or associated in-vehicle networks ("Auto-ISAC") that is appropriate to the needs and particular circumstances of the automobile industry sector.

Sincerely,

ALLIANCE OF AUTOMOBILE MANUFAC RS, INC. ASSOCIATION OF GLOBAL AUTOMAKERS, INC.

Mitch Bainwol
President and Chief Executive Officer

John Bozzella
President and Chief Executive Officer

AUTO ALLIANCE
DRIVING INNOVATION®

GlobalAutomakers

COMMITMENT
OF THE
ALLIANCE OF AUTOMOBILE MANUFACTURERS, INC.
AND THE
ASSOCIATION OF GLOBAL AUTOMAKERS, INC.
TO THE
CONSUMER PRIVACY PROTECTION PRINCIPLES
FOR
VEHICLE TECHNOLOGIES AND SERVICES

The members of the Alliance of Automobile Manufacturers, Inc. and the Association of Global Automakers, Inc. take the privacy of customers very seriously. We believe that strong consumer data privacy protections are essential to maintaining customers' trust.

To demonstrate this commitment to our customers, members of the two Associations came together to create the Consumer Privacy Protection Principles for Vehicle Technologies and Services ("Principles"), to which we hereby subscribe and agree to as a baseline commitment to data privacy. We encourage other members of the automotive community to join our commitment and subscribe to these Principles as well.

The Principles reflect a major step in protecting personal information collected in the vehicle. For the first time, the industry is adopting central concepts to demonstrate a unified commitment to the responsible stewardship of information used to provide vehicle technologies and services. Sensitive information, such as geolocation, driver behavior, and biometric information, receives additional, heightened protections under the Principles.

The Principles reflect the reality that automobiles increasingly rely on innovative technologies and services that are designed to enhance vehicle safety, improve vehicle performance, and augment the driving experience. Many of these technologies and services rely upon the collection of data from vehicle systems. This data may include the precise location information of vehicles or information about how drivers operate their vehicles. This data deserves protection.

Those companies adopting this framework ("Participating Members"), commit to the following seven fundamentals: (1) Transparency; (2) Choice; (3) Respect for Context; (4) Data Minimization, De-Identification & Retention; (5) Data Security; (6) Integrity & Access; and (7) Accountability.

These fundamentals are based on the Fair Information Practice Principles ("FIPPs"), which have served as the basis for privacy frameworks in the United States and around the world for over forty years.

The Principles are as follows:

i) Transparency: Participating Members commit to providing Owners and Registered Users with ready access to clear, meaningful notices about the Participating Member's collection, use, and sharing of Covered Information.[1]
ii) Choice: Participating Members commit to offering Owners and Registered Users with certain choices regarding the collection, use, and sharing of Covered Information.
iii) Respect for Context: Participating Members commit to using and sharing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking account of the likely impact on Owners and Registered Users.
iv) Data Minimization, De-Identification & Retention: Participating Members commit to collecting Covered Information only as needed for legitimate business purposes. Participating Members commit to retaining Covered Information no longer than they determine necessary for legitimate business purposes.
v) Data Security: Participating Members commit to implementing reasonable measures to protect Covered Information against unauthorized access or use.
vi) Integrity & Access: Participating Members commit to implementing reasonable measures to maintain the accuracy of Covered Information and commit to offering Owners and Registered Users reasonable means to review and correct Personal Subscription Information that they provide during the subscription or registration process for Vehicle Technologies and Services.
vii) Accountability: Participating Members commit to taking reasonable steps to ensure that they and other entities that receive Covered Information adhere to the Principles.

By subscribing to these Principles, we commit to meeting or exceeding the commitments contained in the Principles for new vehicles manufactured no later than Model Year 2017 (which may begin as early as January 2, 2016), and for Vehicle Technologies and Services subscriptions that are initiated or renewed on or after January 2, 2016. To the extent practicable, each of us shall commit to implementing the Principles for Covered Information collected from vehicles manufactured before January 2, 2016. When compliance with the Principles involves a vehicle engineering change, each Participating Member commits to complying with the Principles as soon as practicable, but by no later than vehicle Model Year 2018.

[1] **Covered Information** is information that is linked or linkable to: the vehicle from which the information is retrieved: the owner of that vehicle; or a registered user of that vehicle's technologies and services. Further, Covered Information is information that vehicles collect, generate, record, or store in an electronic format that is retrieved from vehicles by or on behalf of a Participating Member in connection with Vehicle Technologies and Services; or Personal Subscription Information provided by individuals subscribing or registering for Vehicle Technologies and Services. Covered Information includes biometric, driver behavior, and geolocation information. See attached Principles for more information.

PARTICIPATING MEMBERS

AMERICAN HONDA MOTOR CO., INC.
ASTON MARTIN LAGONDA OF NORTH AMERICA, INC.
BMW OF NORTH AMERICA, LLC
CHRYSLER GROUP LLC
FERRARI NORTH AMERICA, INC.
FORD MOTOR COMPANY GENERAL MOTORS LLC
HYUNDAI MOTOR AMERICA
KIA MOTORS AMERICA
MASERATI NORTH AMERICA, INC.
MAZDA NORTH AMERICAN OPERATIONS
MERCEDES–BENZ USA, LLC
MITSUBISHI MOTORS NORTH AMERICA, INC.
NISSAN NORTH AMERICA, INC.
PORSCHE CARS NORTH AMERICA
SUBARU OF AMERICA, INC.
TOYOTA MOTOR SALES, USA
VOLKSWAGEN GROUP OF AMERICA, INC.
VOLVO CAR GROUP

Consumer Privacy Protection Principles

PRIVACY PRINCIPLES FOR VEHICLE TECHNOLOGIES AND SERVICES

November 12, 2014

PRIVACY PRINCIPLES FOR VEHICLE TECHNOLOGIES AND SERVICES

I. INTRODUCTION

The automotive industry is developing innovative technologies and services that promise to deliver substantial benefits and enhance the driving experience. These technologies and services may assist in enhancing safety, reducing the environmental impacts of vehicles, diagnosing vehicle malfunctions, calling for emergency assistance, detecting and preventing vehicle theft, reducing traffic congestion, improving vehicle efficiency and performance, delivering navigation services, providing valuable information services, and more. The Alliance of Automobile Manufacturers, the Association of Global Automakers, and their members are excited about the benefits offered by today's vehicle technologies and services and look forward to expanding the array of innovative technologies and services offered to consumers.

Many of these technologies and services are based upon information obtained from a variety of vehicle systems and involve the collection of information about a vehicle's location or a driver's use of a vehicle. Consumer trust is essential to the success of vehicle technologies and services. The Alliance, Global Automakers, and their members understand that consumers want to know how these vehicle technologies and services can deliver benefits to them while respecting their privacy.

Privacy is important to consumers, and it is important to us. That is why the Alliance and Global Automakers have issued these Privacy Principles ("Principles"). The Principles provide an approach to customer privacy that members can choose to adopt when offering innovative vehicle technologies and services. Each member has made an independent decision about whether to adopt the Principles, and other companies may choose to adopt them as well. We provide a list of those companies that have adopted the Principles in the Appendix, and they are referred to as "Participating Members."

The Principles apply to the collection, use, and sharing of Covered Information in association with Vehicle Technologies and Services available on cars and light trucks sold or leased to individual consumers for personal use in the United States.

The Principles are subject to change over time. When they do change, the Alliance and Global Automakers will post the updated Principles at www.automotiveprivacy.com and https://www.globalautomakers.org/topic/privacy. The Principles are not intended to replace inconsistent or conflicting applicable laws and regulations, where they exist. So, the Principles should be interpreted as subject to and superseded by applicable laws and regulations.

Participating Members may implement the Principles in different ways, reflecting differences in technologies and other factors. And Participating Members may choose to incorporate into their privacy programs elements that are not addressed in the Principles and are free to take additional privacy steps.

But regardless of how Participating Members design their privacy programs and implement the Principles, Participating Members affirm the following fundamentals, as detailed in the relevant sections that follow:

- Transparency: Participating Members commit to providing Owners and Registered Users with ready access to clear, meaningful notices about the Participating Member's collection, use, and sharing of Covered Information.
- Choice: Participating Members commit to offering Owners and Registered Users with certain choices regarding the collection, use, and sharing of Covered Information.
- Respect for Context: Participating Members commit to using and sharing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking account of the likely impact on Owners and Registered Users.
- Data Minimization, De-Identification & Retention: Participating Members commit to collecting Covered Information only as needed for legitimate business purposes. Participating Members commit to retaining Covered Information no longer than they determine necessary for legitimate business purposes.
- Data Security: Participating Members commit to implementing reasonable measures to protect Covered Information against loss and unauthorized access or use.

- Integrity & Access: Participating Members commit to implementing reasonable measures to maintain the accuracy of Covered Information and commit to giving Owners and Registered Users reasonable means to review and correct Personal Subscription Information.
- Accountability: Participating Members commit to taking reasonable steps to ensure that they and other entities that receive Covered Information adhere to the Principles.

The application of these fundamental principles is described in more detail in the sections that follow.

II. APPLICABILITY

The Principles apply to the collection, use, and sharing of Covered Information in association with Vehicle Technologies and Services available on cars and light trucks sold or leased to individual consumers for personal use in the United States.

Participating Members are listed in the Appendix.

Each Participating Member commits to complying with the Principles for new vehicles manufactured no later than Model Year 2017 (which may begin as early as January 2, 2016) and for Vehicle Technologies and Services subscriptions that are initiated or renewed on or after January 2, 2016. To the extent practicable, each Participating Member commits to implementing the Principles for Covered Information collected from vehicles manufactured before January 2, 2016. If compliance with the Principles involves a vehicle engineering change, each Participating Member commits to complying with the Principles as soon as practicable, but by no later than vehicle Model Year 2018.

Some Participating Members may work with Third-party Service Providers to provide some or all of their Vehicle Technologies and Services. When doing so, Participating Members commit to taking reasonable steps to ensure that Third-party Service Providers adhere to the Principles in providing Vehicle Technologies and Services that involve the collection, use, or sharing of Covered Information. Businesses other than Third-party Service Providers may provide Owners and Registered Users with apps or other offerings that involve the collection of information from vehicles. Participating Members will encourage those businesses to respect the privacy of Owners and Registered Users and will take reasonable steps to provide those businesses with an opportunity to provide Owners and Registered Users with information about the businesses' privacy practices.

However, the Principles directly apply only to Participating Members. The Principles do not apply directly to vehicle dealerships that are not owned by Participating Members.

III. SCOPE OF THE PRINCIPLES AND DEFINITIONS

The Principles provide a framework for Participating Members to embrace when collecting, using, and sharing Covered Information. The following defined terms are used in the Principles. Together, the definitions describe the scope of the Principles.

Affirmative Consent: An Owner's or Registered User's clear action performed in response to a clear, meaningful, and prominent notice disclosing the collection, use, and sharing of Covered Information.

Biometrics: Covered Information about an Owner's or Registered User's physical or biological characteristics that serves to identify the person.

Covered Information: 1) Identifiable Information that vehicles collect, generate, record, or store in an electronic form that is retrieved from the vehicles by or on behalf of a Participating Member in connection with Vehicle Technologies and Services; or 2) Personal Subscription

Information provided by individuals subscribing or registering for Vehicle Technologies and Services.

Exclusion from Covered Information: If Participating Members collect Covered Information and then alter or combine the information so that the information can no longer reasonably be linked to the vehicle from which the information was retrieved, the Owner of that vehicle, or any other individual, the information is no longer Covered Information. If Participating Members attempt to link the information to specific, identified individuals or vehicles or share the information without prohibiting the recipients from attempting such linking, the information becomes Covered Information.

Driver Behavior Information: Covered Information about how a person drives a vehicle. Examples are vehicle speed, seat belt use, and information about braking habits. This does not include information that is used only for safety, diagnostics, warranty, maintenance, or compliance purposes.

Geolocation Information: Covered Information about the precise geographic location of a vehicle.

Identifiable Information: Information that is linked or reasonably linkable to i) the vehicle from which the information was retrieved, ii) the Owner of that vehicle, or iii) the Registered User using Vehicle Technologies and Services associated with the vehicle from which the information was retrieved.

Owners: Those individuals who have legal title to a vehicle that receives or is equipped with Vehicle Technologies and Services that use Covered Information; those entitled to possession of such a vehicle, like purchasers under an agreement (for example, a vehicle loan where the vehicle is collateral); and those entitled to possession of such a vehicle as lessees pursuant to a written lease agreement that, at its inception, is for a period of more than three months. The term "Owners" does not include lienholders and lenders.

Personal Subscription Information: Information that individuals provide during the subscription or registration process that on its own or in combination with other information can identify a person, such as a name, address, credit card number, telephone number, or email address.

Registered User: An individual other than an Owner who registers with, and provides Personal Subscription Information to, a Participating Member in order to receive Vehicle Technologies and Services that use Covered Information.

Third-party Service Providers: Companies unaffiliated with Participating Members that receive Covered Information when conducting business on behalf of a Participating Member.

Vehicle Technologies and Services: Technologies and services provided by, made available through, or offered on behalf of Participating Members that involve the collection, use, or sharing of information that is collected, generated, recorded, or stored by a vehicle.

IV. SPECIFIC PRINCIPLES

1. TRANSPARENCY

Participating Members commit to providing Owners and Registered Users with ready access to clear, meaningful notices about the Participating Member's collection, use, and sharing of Covered Information.

Participating Members commit to providing notices in a manner that enables Owners and

Registered Users to make informed decisions.

How Participating Members may provide notices: Participating Members may make notices available in a variety of ways. Depending on the nature of the Vehicle Technologies and Services and the circumstances in which they are offered, different mechanisms may be reasonable to provide Owners and Registered Users with ready access to clear, meaningful notices about the Covered Information that Participating Members collect, use, and share. There is no one-size-fits-all approach. Among the various ways Participating Members may choose to provide notices are in owners' manuals, on paper or electronic registration forms and user agreements, or on in-vehicle displays. At a minimum, Participating Members commit to making information regarding the collection, use, and sharing of Covered Information publicly available via online web portals.

When Participating Members may provide notices: Participating Members commit to taking reasonable steps to provide Owners and Registered Users with ready access to clear, meaningful notices prior to initial collections of Covered Information. Notices need not be provided prior to every instance of collection where addressed by prior notices.

Content of notices: Participating Members commit to designing the notices so that they provide Owners and Registered Users with clear, meaningful information about the following:

- the types of Covered Information that will be collected;
- the purposes for which that Covered Information is collected;
- the types of entities with which the Covered Information may be shared;
- the deletion or de-identification of Covered Information;
- the choices Owners and Registered Users may have regarding Covered Information;
- whether and how Owners and Registered Users may access any Covered Information; and
- where Owners and Registered Users may direct questions about the collection, use, and sharing of Covered Information.

Notices regarding the collection of Geolocation Information, Biometrics, and Driver Behavior Information: When Participating Members collect, use, or share Geolocation Information, Biometrics, or Driver Behavior Information, Participating Members commit to providing clear, meaningful, and prominent notices about the collection of such information, the purposes for which it is collected, and the types of entities with which the information may be shared. Please see the Choice section below for information about the Principles' Affirmative Consent conditions if Participating Members use Geolocation Information, Biometrics, or Driver Behavior Information as a basis for marketing or share such information with unaffiliated third parties for their own purposes.

Changing notices: Participating Members commit to taking reasonable steps to alert Owners and Registered Users prior to changing the collection, use, or sharing practices associated with Covered Information in ways that have a material impact on Owners or Registered Users. If the new practices involve using Covered Information in a materially different manner than claimed when the Covered Information was collected, Participating Members commit to obtaining Affirmative Consent from Owners and Registered Users to the new practices.

2. **CHOICE**

Participating Members commit to offering Owners and Registered Users with certain choices regarding the collection, use, and sharing of Covered Information.

Certain safety, operations, compliance, and warranty information may be collected by necessity without choice.

When Participating Members provide notices consistent with the Transparency principle, an Owner's or Registered User's acceptance and use of Vehicle Technologies and Services constitutes consent to the associated information practices, subject to the Affirmative Consent provisions below.

Participating Members understand that the sharing and use of Geolocation Information, Biometrics, and Driver Behavior Information can raise concerns in some situations, therefore Participating Members also commit to obtaining Affirmative Consent expeditiously for the following practices:

- using Geolocation Information, Biometrics, or Driver Behavior Information as a basis for marketing; and
- sharing Geolocation Information, Biometrics, or Driver Behavior Information with unaffiliated third parties for their own purposes, including marketing.

Affirmative Consent is not required, however, when Geolocation Information, Biometrics, or Driver Behavior Information is used or shared

- as reasonably necessary to protect the safety, property, or rights of Participating Members, Owners, Registered Users, drivers, passengers, or others (this includes sharing information with emergency service providers);
- only for safety, operations, compliance, or warranty purposes;
- for internal research or product development;
- as reasonably necessary to facilitate a corporate merger, acquisition, or sale involving a Participating Member's business;
- as reasonably necessary to comply with a lawful government request, regulatory requirement, legal order, or similar obligation, which, in the case of requests or demands from governmental entities for Geolocation Information, must be in the form of a warrant or court order, absent exigent circumstances or applicable statutory authority; and
- to assist in the location or recovery of a vehicle reasonably identified as stolen.

Participating Members also need not obtain Affirmative Consent when sharing Geolocation Information, Biometrics, or Driver Behavior Information with Third-party Service Providers that assist in providing Vehicle Technologies and Services if those parties are not permitted to use that information for their independent use and the sharing is consistent with the notices that Participating Members have provided.

Participating Members may obtain Affirmative Consent at the time of vehicle purchase or lease, when registering for a service, or at another time.

3. RESPECT FOR CONTEXT

Participating Members commit to using and sharing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking account of the likely impact on Owners and Registered Users.

The context of collection: Various factors will determine the context of collection, including the notices offered to Owners and Registered Users, the permissions that they have provided, their reasonable expectations, and how the use or sharing will likely impact them.

- When Participating Members present clear, meaningful notices about how Covered Information will be used and shared, that use and sharing is consistent with the context of collection.
- Participating Members commit to making reasonable and responsible use of Covered Information and may share that information as reasonable for those uses. Reasonable and responsible practices may vary over time as business practices and consumer expectations evolve.

The following examples illustrate some of the reasonable and responsible ways in which Participating Members may use or share Covered Information consistent with the context of collecting that information, taking into account the likely impact on Owners and Registered Users The list is not meant to be exhaustive.

- Using or sharing Covered Information as reasonably necessary to provide requested or subscribed services;
- Using or sharing Covered Information to respond to a possible emergency or other situation requiring urgent attention;
- Using or sharing Covered Information to conduct research or analysis for vehicles or Vehicle Technologies and Services;
- Using or sharing Covered Information to diagnose or troubleshoot vehicle systems;
- Using or sharing Covered Information as reasonably necessary to facilitate a corporate merger, acquisition, or sale involving a Participating Member's business;
- Sharing Covered Information for operational purposes with affiliated companies that are clearly associated with the Participating Member or with the Vehicle Technologies and Services from which the Covered Information was collected or derived;
- Using or sharing Covered Information to prevent fraud and criminal activity, or to safeguard Covered Information associated with Owners or their vehicles;
- Using or sharing Covered Information to improve products and services or develop new offerings associated with Vehicle Technologies and Services, vehicles, vehicle safety, security, or transportation infrastructure;
- Using Covered Information to provide Owners or Registered Users with information about goods and services that may be of interest to them;
- Sharing Covered Information as reasonably necessary to comply with a lawful government request, regulatory requirement, legal order, or similar obligation, which in the case of requests or demands from governmental entities for Geolocation Information, must be in the form of a warrant or court order, absent exigent circumstances or applicable statutory authority; and
- Using or sharing Covered Information to protect the safety, property, or rights of Owners, Participating Members, or others.

4. DATA MINIMIZATION, DE-IDENTIFICATION & RETENTION

Participating Members commit to collecting Covered Information only as needed for legitimate business purposes. Participating Members commit to retaining Covered Information no longer than they determine necessary for legitimate business purposes.

5. DATA SECURITY

Participating Members commit to implementing reasonable measures to protect Covered Information against loss and unauthorized access or use.

Reasonable measures to protect Covered Information: Reasonable measures include standard industry practices. Those practices evolve over time and in reaction to evolving threats and identified vulnerabilities.

6. INTEGRITY & ACCESS

Participating Members commit to implementing reasonable measures to maintain the accuracy of Covered Information and commit to offering Owners and Registered Users reasonable means to review and correct Personal Subscription Information.

Participating Members may provide the means to review and correct Personal Subscription Information in a variety of ways, including but not limited to web portals, mobile applications, or in-vehicle tools.

Participating Members commit to exploring additional means of providing Owners and Registered Users with reasonable access to Covered Information, taking into account potential security and privacy issues.

7. ACCOUNTABILITY

Participating Members commit to taking reasonable steps to ensure that they and other entities that receive Covered Information adhere to the Principles.

Accountability mechanisms that Participating Members may implement: Participating Members commit to implementing reasonable policies, procedures, and practices to help ensure adherence to the Principles. Participating Members may implement training programs for employees and other personnel that handle Covered Information. Participating Members may consider creating internal privacy review boards to evaluate and approve new technologies and services involving Covered Information. Participating Members should make available reporting mechanisms for consumers to report concerns to Participating Members. Participating Members also commit to taking reasonable steps to ensure that Third-party Service Providers adhere to the Principles in providing Vehicle Technologies and Services that involve the collection, use, or sharing of Covered Information.

V. CONTACT INFORMATION

ALLIANCE OF AUTOMOBILE MANUFACTURERS
803 7TH STREET, N.W., SUITE 300
WASHINGTON, DC 20001 TEL: (202) 326-5500

GLOBAL AUTOMAKERS
1050 K ST., NW SUITE 650
WASHINGTON, DC 20001
TEL: (202) 650-5555

Appendix

Participating Members

AMERICAN HONDA MOTOR CO., INC.
ASTON MARTIN LAGONDA OF NORTH AMERICA, INC.
BMW OF NORTH AMERICA, LLC
CHRYSLER GROUP, LLC
FERRARI NORTH AMERICA
FORD MOTOR COMPANY
GENERAL MOTORS, LLC
HYUNDAI MOTOR AMERICA
KIA MOTORS AMERICA
MASERATI NORTH AMERICA, INC.
MAZDA NORTH AMERICAN OPERATIONS
MERCEDES–BENZ USA, LLC
MITSUBISHI MOTORS NORTH AMERICA, INC.
NISSAN NORTH AMERICA, INC.
PORSCHE CARS NORTH AMERICA
SUBARU OF AMERICA, INC.
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