

Lexus
Connected Services Privacy Notice

Updated as of: November 16, 2021.

We may modify this Privacy Notice by posting a new version at www.lexus.com/privacyvts, effective on the date of publication.

This Privacy Notice DOES NOT apply to data collection unrelated to Connected Services on Lexus websites, or on sites that we do not own, operate, or control.

This Privacy Notice DOES NOT apply to any Lexus vehicles equipped with Connected Services located outside of the continental United States, Alaska, and Hawaii.

This Privacy Notice MAY NOT apply to rental vehicles to the extent certain Connected Services are not made available by the rental company. For rental vehicles, the terms and conditions and privacy policy of the applicable rental company may also govern how data about the vehicle is collected and used.

I. INTRODUCTION

This Privacy Notice applies to your account information and vehicle data that we collect, use, store, share and secure to provide Connected Services to you, including when you use the Lexus app.

Lexus is committed to transparency and providing you with a clear understanding of how we collect, process, and share your personal information and vehicle data, including options to limit use of your data. You can find out more by visiting the Toyota Motor North America Privacy Hub at <https://privacy.toyota.com>.

Your California Privacy Rights

If you are a California resident, the California Consumer Privacy Act of 2018 (“CCPA”) gives you certain privacy rights related to your personal information. These rights are in addition to any privacy rights set forth in the Lexus Privacy Statement and this Privacy Notice for Connected Services.

Please visit the Lexus California Privacy Policy <https://www.lexus.com/privacy/online-statement#california-privacy> for additional information about these rights and how to exercise them.

A. How We Use, Store, Share and Secure Data From Your Vehicle Equipped With Connected Services. When you purchased or leased your vehicle, your vehicle may have been equipped with an active Connected Services system which operates by collecting data from you and your vehicle, including vehicle location, health and driving data, to support navigation assistance, emergency services, remote engine start, maintenance alerts, infotainment apps and more. **By purchasing or leasing a vehicle equipped with an active Connected Services system, you specifically consent to our electronic collection and use of your account information and vehicle data and our storage of such data wherever we designate. You are**

in control over the Connected Services system. You can choose to opt-out of Connected Services. You can also request deactivation of data transmission, which disables our collection and use of vehicle data and certain account information.

1. **Safety Connect.** Your vehicle's *Safety Connect* feature provides roadside and emergency assistance, automatic collision notifications, stolen vehicle assistance and accident advisory services. Also, as part of *Safety Connect*, you may opt-in via the Lexus app to participate in our *Collision Assistance* program, which helps you navigate the post-collision process. *Safety Connect* uses your vehicle's **Location Data** or "**vehicle location**" (your vehicle's latitude and longitude) to determine where your vehicle needs assistance, your **Vehicle Information** (such as your vehicle's model, year, and VIN) to verify your vehicle type, your **Vehicle Health Data** (odometer readings) to assist if you submit a claim with your insurer, your **Account Information** (such as your name, address, phone number, email address, etc.) to verify your account, and your **Voice Recordings** (when you call our Response Center) for quality assurance.

2. **Service Connect.** Your vehicle's *Service Connect* feature uses your **Account Information** and your **Vehicle Health Data** (such as odometer readings, fuel level, oil life, and diagnostic trouble codes) to send you vehicle health reports, alert you of needed maintenance, and for service-related marketing.

3. **Remote Connect.** Certain *Remote Connect* services such as vehicle finder, vehicle status, remote door lock and unlock, guest driver monitor, and vehicle alerts use your vehicle's **Location Data** to find your vehicle and **Vehicle Health Data** to provide status updates as well as facilitate repairs.

4. **Navigation.** Your vehicle's navigation feature (such as *Drive Connect*) allows you to choose a place of interest, a location on a map, one of your favorites, a destination from your history, or enter an address or coordinates (latitude and longitude). In certain vehicles, navigation includes the *Destination Assist* program, which connects you with a live agent to provide navigation directions. Your vehicle's **Location Data** and your **Account Information** are used to verify your account and to offer these features.

5. **Wi-Fi Connectivity.** Certain vehicles offer a trial of Wi-Fi connectivity (such as *Wi-Fi Connect*, a service offered by AT&T), which provides up to ten compatible devices with in-vehicle wireless connectivity. If you opt-in, these services may use your **Account Information**, your **Voice Recordings**, and your vehicle's **Location Data**. Use of Wi-Fi connectivity services are subject to the terms and conditions and privacy policy of the applicable service provider.

6. **Parkopedia.** Certain vehicles are equipped with the *Park with Parkopedia* service, which allows you to search for parking locations in a given area, get pricing and availability information, and reserve and pay for parking. Your **Account Information** and your vehicle's **Location Data** are used to offer these features. Use of this service is subject to the Parkopedia terms and conditions and privacy policy.

7. **SiriusXM.** Certain vehicles are equipped with the *SiriusXM* satellite radio subscription service and certain vehicles offer a trial of the service. Your **Account Information** is

used to offer this feature and for related marketing campaigns. Use of this service is subject to the SiriusXM terms and conditions and privacy policy.

8. **Clean Assist.** Owners of eligible vehicles may choose via the Lexus app to opt-in to the *Clean Assist* program, through which Lexus is participating in environmental initiatives, such as the California Air Resources Board's Low Carbon Fuel Standard program to reduce California transportation emissions. If you opt-in, your **Vehicle Health Data**, your **Account Information**, and your vehicle's **Location Data** will be used in order for Lexus to match the electricity from your vehicle charging with eligible incentive programs, such as California-sourced Renewable Energy Certificates.

9. **Digital Key.** *Digital Key* technology allows you to access (e.g. unlock, lock, start) your vehicle through the Lexus app. When you bring your smartphone close to your vehicle, the app authenticates an encryption key before performing a vehicle function (e.g. unlock, lock, start). Your **Account Information** is used to offer this feature.

10. **Lexus Safety System+.** Vehicles equipped with *Lexus Safety System+* use sensor and/or image data (in Version 3.0 or later) from the vehicle's exterior to provide safety features such as lane departure alerts and pedestrian detection. If you have a vehicle equipped with *Lexus Safety System+*, the feature may use your **Vehicle Health Data** and your vehicle's **Location Data**. If you have a vehicle equipped with *Lexus Safety System+* (Version 3.0 or later) and you opt-in to *External Vehicle Video Capture* or *Amber Alert Assistance*, the feature may also use **Exterior Image Data**.

11. **Teammate.** Vehicles equipped with *Teammate* use sensor and/or image data from the vehicle's interior and exterior to evaluate the vehicle's surroundings in order to propose and perform certain automated driving operations, including but not limited to: steering, acceleration, and braking on the highway; hands-free parking; and emergency stopping. If you have a vehicle equipped with *Teammate*, the feature may use your **Vehicle Health Data**, your vehicle's **Location Data**, **Interior Image Data**, and **Exterior Image Data**.

12. **Amber Alert Assistance.** Owners of certain vehicles equipped with *Lexus Safety System+* (Version 3.0 or later) may also opt-in to participate in local community efforts, such as locating missing children identified in Amber Alerts, through the *Amber Alert Assistance* feature. With *Amber Alert Assistance*, you can authorize the activation of your vehicle's external camera(s) to alert local authorities if a license plate or other vehicle identifier associated with a suspected vehicle is identified. If you opt-in, the *Amber Alert Assistance* feature may use your **Vehicle Health Data**, your vehicle's **Location Data**, and **Exterior Image Data**.

13. **External Vehicle Video Capture.** Owners of certain vehicles equipped with *Lexus Safety System+* (Version 3.0 or later) may also opt-in to participate in *External Vehicle Video Capture*, which uses sensors and/or image data from the vehicle's exterior to help improve automated driving operations and safety features for Lexus vehicles, as well as to develop high definition maps. If you opt-in, the *External Vehicle Video Capture* feature may use your **Vehicle Health Data**, your vehicle's **Location Data**, and **Exterior Image Data**.

14. **Usage-Based Auto Insurance.** You may choose to opt-in for usage-based insurance products and services. If you opt-in, your **Driving Data** (such as your vehicle's acceleration, speed, braking and steering) and **Location Data** will be used to deliver usage-based insurance services to you, and for quality assurance, analysis, research and product development.

15. **App Suite, Lexus+ Compatible Third Party Services, and other Services You Connect.** The App Suite is available even if you do not have a subscription for Connected Services. To use the App Suite, you must download the application and accept the [End User License Agreement](#). When you use our App Suite for traffic, fuel, weather, music or other apps, you will need to sign into your account with each compatible third party service in the App Suite; and we will pass the log-in information you provide us to the corresponding compatible third party service. We will also pass to each compatible third party service in the App Suite vehicle data necessary for you to use its service. We will use **Voice Recordings** to improve our responses and voice recognition. To facilitate functionality of your App Suite and linked third party services, your vehicle may share your **Location Data** and **Voice Recordings** transcriptions with your third party services and upon their receipt, the respective third party's privacy policy and terms control.

B. We Protect Your Data

1. We protect your data through multi-layer defense technologies determined by the use of a risk-based secure by design program that relies upon a range of technical and administrative controls, such as the use of dedicated networks and encryption, as appropriate. Your vehicle is designed only to respond to commands from you and any authorized users, or from us and only for those features we provide, including door unlock, remote engine start and vehicle finder.

2. Your Account Information (e.g., name, address, phone number, email), provided when you subscribe for Connected Services, is retained on servers that are secured according to industry best practices.

C. Your Responsibilities

1. Your responsibilities include: (1) informing passengers and drivers of your vehicle that data is collected and used by us, and (2) notifying us of a sale or transfer of your vehicle. **If you do not notify us of a sale or transfer, we may continue to send data about the vehicle to the subscriber's Account Information currently on file, and we are not responsible for any privacy related damages you suffer.**

II. COLLECT AND USE

A. On a Regular and Continuous Basis, We Collect and Use Your

1. **Account Information.** When you enter or update your name, address, phone number, email address, language preference and other information linked or directly related to you, we create or update your account so that we can provide Connected Services and communicate with you. We collect and use information that is linked or directly related to you, such as your name, address, phone number, email address, language reference, and other information you enter or update so that we can provide Connected Services and communicate with

you. Account Information does not include information that is collected through use of apps or Connected Services that is not linked or directly related to you.

2. Vehicle Information. We collect your vehicle's make, model, year, body type, VIN and other information linked to your vehicle so we can verify your vehicle type and provide Connected Services.

3. Location Data. We collect and use your vehicle's latitude and longitude ("**Location Data**" or "**vehicle location**") to deliver Connected Services and App Suite services to you and for quality confirmation, data analysis, research, and product development. We record and transmit your vehicle's Location Data when you contact us for emergencies, roadside assistance, stolen or missing vehicle, missing persons, and destination services.

4. Remote Data. At last ignition off, we may collect the Real Time Status of your vehicle (i.e., vehicle location, status of powered doors, windows, hood, trunk, sunroof, hazard lights, odometer reading, oil life, fuel economy, trip distance, distance to empty) so you can remotely access your vehicle's most recent information. This information is used to deliver *Remote Connect* services to you.

5. Driving Data. We collect your driving behavior data ("**Driving Data**") which includes the acceleration and speed at which your vehicle is driven, travel direction, and use of the steering and braking functionality in your vehicle. Driving Data is used to deliver Connected Services and App Suite services to you, and for quality confirmation, data analysis, research, and product development.

6. Interior Image Data. If your vehicle is equipped with advanced driver assistance features such as *Teammate*, interior, driver-facing camera(s) and sensors are used to collect information about the status of the driver ("**Interior Image Data**"). Interior Image Data is used to ensure safety and vehicle control, such as checking that the driver is paying attention to the road and wearing a seatbelt before enabling certain automated driving operations.

7. Exterior Image Data. If your vehicle is equipped with advanced driver assistance features, such as *Lexus Safety System+* (Version 3.0 or later) or *Teammate*, external camera(s) and sensors are used to evaluate the vehicle's surroundings ("**Exterior Image Data**"). This data is used to improve and develop advanced driver assistance and safety features.

8. Vehicle Health Data.

i. Vehicle Health Data may include odometer readings, fuel level, oil life, Diagnostic Trouble Codes, and related data from your vehicle's on-board diagnostic system to identify malfunction events. Related data includes engine coolant temperature, fuel injection volume, engine rotation per minute (RPM), and other data to assist in identifying issues and analyzing the performance of your vehicle. For hybrid vehicles, Vehicle Health Data includes hybrid battery data correlated to Location Data. For electric vehicles, Vehicle Health Data includes battery charge data and electricity consumed for charging.

ii. We use Vehicle Health Data to (a) tell you when your vehicle is due for maintenance or service, (b) provide you with vehicle health reports (maintenance and

malfunction statuses, and service campaign and safety recall information) and vehicle alerts (notifications when your vehicle reports malfunction-related events) and (c) contact you.

9. Multimedia Screen Data. We may collect and use Multimedia Screen Data (how you interact with your screen) for quality confirmation, data analysis, research and to improve functionality and product offerings.

10. Voice Recordings. If you or anyone in your vehicle speaks with the Response Center for purposes of emergency services, roadside assistance, stolen vehicle locator, Destination Assist, or any other reason, your conversation will be recorded to deliver Connected Services to you and for quality assurance.

11. Voice Recognition Recordings. In select models with hands-free control of in-car multimedia and a linked smartphone, we may collect Voice Recordings to improve the quality and performance of voice recognition capabilities.

12. Other Uses. Where applicable, we use Location Data, Driving Data, Vehicle Health Data, data derived from *Safety Connect* (which includes automatic collision notification, roadside, emergency and stolen vehicle assistance), navigation, *Remote Connect*, *Service Connect*, and Wi-Fi connectivity for the following purposes:

1. Improve Safety.
2. Develop New Vehicles and Features.
3. Confirm Quality.
4. Analyze Data (e.g., Vehicle Trends).
5. Prevent Fraud or Misuse.
6. As Required by Law or Legal Process.

III. STORAGE OF INFORMATION

A. Account Information

1. We store your Account Information for four (4) years after expiration of your subscription for Connected Services.

B. Vehicle Location, Driving Data, Health Data, Multimedia Screen Data, Voice Recordings, and Remote Data

1. Data collected from your vehicle is stored for different periods of time.
 - a. Location Data. We will store Location Data in an identifiable format for a period of time not to exceed 10 years from the date of creation.

- b. Driving Data. We will store Driving Data in an identifiable format for a period of time not to exceed 15 years from the date of creation.
- c. Multimedia Screen Data. We will store Multimedia Screen Data in an identifiable format for a period of time not to exceed 10 years from the date of creation.
- d. Vehicle Health Data. We will store Vehicle Health Data in an identifiable format for a period of time not to exceed 15 years from the date of receipt by us. We will also store your vehicle health reports for 12 months from the date of creation.
- e. Voice Recordings. If you speak with the Response Center, your conversation may be recorded and stored for up to two (2) years; and a record of your conversation may be stored for up to four (4) years.
- f. Remote Data. We store the Real Time Status and Location Data of your vehicle from the last ignition off for the purpose of delivering your vehicle's most recent information in support of *Remote Connect* services. We retain this data for four (4) years.
- g. As Required by Law. For all of (a) through (f), notwithstanding the retention periods set out above, we may retain such information as required by law, legal process or litigation, and to support requests from you or law enforcement.

IV. SHARE

A. Account Information

- 1. We may share your Account Information with:
 - a. Emergency Responders. To provide emergency assistance to you with our *Safety Connect* feature. This includes roadside assistance providers.
 - b. Our Affiliates. To support vehicle improvement and, if you opt-in, for usage-based insurance products. Also, if your lienholder/lessor is Toyota Motor Credit Corporation (TMCC) and TMCC requests that we find your vehicle because of (1) alleged fraud or (2) breach of your lease, retail installment contract or vehicle loan with TMCC, we can try to locate your vehicle and share that location with TMCC. TMCC will be required to contact us directly and provide us with the information we request to verify the fraud or breach of your lease, retail installment contract, or vehicle loan.
 - c. Our Parent Company. We may also share your Account Information to support safety, research, analysis, and product development made by our parent company, Toyota Motor Corporation.

d. Third Party Service Providers. We contractually bind our service providers to handle your Account Information in accordance with this Privacy Notice. For example, Toyota Connected North America, Inc. provides customer support and the other services that are part of your Connected Services, and apps, such as Amazon will store and use the information you provide to them in order to verify your account and provide you with their services.

e. Insurance Providers. We may share your Account Information only if you have provided your prior express consent or as required by law.

f. Your Dealer. We may share your Account Information and Vehicle Health Data (for Service Connect) only if you have provided your prior express consent or as required by law.

g. Vehicle Sale or Transfer. If you do not notify us of a sale or transfer of your vehicle, we may continue to send reports and data about the vehicle or Connected Services account to the subscriber's Account Information currently on file with us. In such case, we are not responsible for any privacy related damages you may suffer.

h. Law Enforcement. We DO NOT share your Account Information with law enforcement unless we are required to do so by law or legal process, in response to government investigations, as may be required for national security, or where we believe it necessary to prevent harm, injury or loss.

2. We DO NOT share your Account Information with:

a. Data Resellers.

b. Social Networks.

c. Ad Networks.

d. Insurance Providers, unless we have your consent or as required by law.

B. Your Vehicle Location Data, Driving Data, and Health Data

We may share the following data with you and our affiliates and business partners for quality confirmation, data analysis, research, and product development. We also share the following data with others if required by law, litigation, legal process, customer service and our legitimate business purposes.

1. Location Data. We may share your vehicle's Location Data, linked to your VIN, and Account Information with emergency responders, law enforcement, our affiliates and service providers acting on our behalf, as well as any compatible third party services you have

authorized to receive your vehicle's Location Data. If you provide express prior consent, we may also share your Location Data with our affiliates and non-affiliated insurance companies to provide you with usage-based insurance information and offers. With your consent, if your vehicle is stolen or you are attempting to locate missing persons, we can try to locate your vehicle and share that Location Data with local authorities. We can work with local authorities to recover the vehicle utilizing the vehicle's GPS.

Automatic collision notification operates so that if the airbag sensor is triggered or there is a severe rear-end collision of your vehicle, your vehicle will send an electronic signal to our Response Center and record and transmit your vehicle location, so that we can share your Account Information and vehicle location with emergency responders and provide assistance to you. If you press the "SOS" button, your vehicle will send an electronic signal to our Response Center and record and transmit your vehicle location so that we can share your Account Information and vehicle location with emergency responders and provide assistance to you.

2. Voice Recordings. We share Voice Recordings with our service providers in order to provide Connected Services to you.

3. Remote Data. We share your vehicle's Location Data based on last ignition off to assist you in finding your vehicle. When you press the "Destination Assist" button on your in-vehicle navigation unit, your vehicle will send an electronic signal to the Response Center which identifies your vehicle location to the Response Center agent who answers your call. We also share Real Time Status of your vehicle (i.e., vehicle location, status of powered doors, windows, hood, trunk, sunroof, hazard lights, odometer reading, oil life, fuel economy, trip distance, distance to empty) only with you.

4. Multimedia Screen Data. We may share your Multimedia Screen Data with our parent company for quality confirmation, data analysis, research and to improve functionality and product offerings.

5. Driving Data. We share Driving Data with our affiliates and business partners so we can work together to provide Connected Services to you and for product improvement. If you provide express prior consent, we may also share your Driving Data with our affiliates and non-affiliated insurance companies to provide you with usage-based insurance information and offers. We will also share Driving Data with compatible third party services you authorize.

6. Vehicle Health Data. We share your Vehicle Health Data with you. If you specifically agree to allow us to share your Vehicle Health Data with your dealer for its own use, we will share your most current Vehicle Health Data, linked to your VIN and Account Information, and last 12 monthly vehicle health reports.

7. Exterior Image Data. If your vehicle is equipped with advanced driver assistance features such as *Lexus Safety System* (Version 3.0 or later) or *Teammate*, we may from time to time de-link and share Exterior Image Data with our affiliates and business partners to help improve and develop advanced driver assistance features. If you opt-in to *Amber Alert Assistance*, Exterior Image Data may be shared with local authorities during the designated broadcast period

of an alert. If you opt-in to *External Vehicle Video Capture*, Exterior Image Data may be shared with our affiliate Woven Planet when specific driving events occur (e.g. sudden braking) to help improve automated driving operations and safety features for Lexus vehicles. Woven Planet may also use de-linked Exterior Image Data of certain road features (e.g. images of road signs) and their locations to develop high definition maps.

8. Aggregated Data Sharing. We may sometimes share anonymized and aggregated Location Data, Driving Data and Vehicle Health Data with business partners for education and research related to environmental and energy issues, advanced technologies, and usage analysis.

9. Compatible Third Party Services. We may send Location Data and Voice Recording transcriptions to compatible third party services or technologies you have linked to your Connected Services account.

V. SECURITY

A. We take information security seriously.

B. We protect your data through the use of a risk-based security program that relies upon a range of technical and administrative controls, such as the use of dedicated networks and encryption, as appropriate.

C. Our security program includes:

1. System Defenses. We designed the Connected Services technology to provide data security based on fundamental security principles such as integrity, confidentiality, and availability. It employs layers of defense to drive strong safeguarding practices, such as, where appropriate, code and design reviews, security testing, firewalls, intrusion detection systems, signing and encryption.

2. Private and Public Wireless Networks. We use both private and public wireless networks to receive data transmitted from your vehicle. If a public network is used, the data is encrypted. In addition, your vehicle is designed only to respond to commands from you and any authorized users, or from us and only for those features we provide such as door lock/unlock, remote engine start/stop and vehicle location.

3. No Warranties. Please note, however, that we cannot completely ensure or warrant the security of any information transmitted to us by you or your vehicle. Your use of your vehicle's Connected Services and App Suite is at your own risk. You have the option to opt-out of Connected Services or request deactivation of data transmission (a) by contacting us via the "SOS" button in your vehicle, (b) by calling Customer Care, or (c) via your Lexus App.

VI. CHOICE

A. Choices. We give you choices about what data you share with us.

1. Opt-in/Opt-out.

- Service Connect. You may opt-in to share Vehicle Health Data with your dealer for its own use and allow your dealer, with your express consent, to contact you by cell phone call or text message using an automatic telephone dialing system for service appointments and service-related marketing at the number you provided.
- **You may opt-out of Service Connect at any time, and you will no longer receive cell phone calls and text messages about upcoming service appointments and other service-related marketing messages from your dealer using automatic telephone dialing systems and other systems. To opt-out, you must contact us (1) by calling (800) 331-4331, (2) via the Lexus app, or (3) by replying “STOP” to such text communications. These are the exclusive methods to opt-out for service appointments and service-related marketing text messages and phone calls from your dealer. Please allow five (5) business days to process revocation status.**
- Fuel Cell and Plug-in Hybrid Vehicle Applications. You may opt-in or opt-out of fuel cell or electric vehicle plug-in hybrid vehicle applications, such as Low Carbon Fuel Standards and Vehicle Grid Integration. If you opt-out, your vehicle will not send us Real Time Status data, such as the vehicle location, status of powered doors, windows, trunk, hood, sunroof, hazard lights, odometer reading, oil life, fuel economy information, and distance to empty.

2. Review and Update. You may also review and update your Account Information at any time by contacting us. (See Sections IX.A2 and A3.)

3. Deactivation. **When you lease or buy a vehicle equipped with Connected Services, data collection is active.** You may opt-out of Connected Services or request deactivation of data transmission at any time by contacting us; and we will no longer collect certain Account Information, Location Data, Driving Data and Vehicle Health Data.

VII. CONSENT

A. You Agree To This Privacy Notice When You:

1. Purchase or lease a vehicle equipped with Connected Services.
2. Use Connected Services in your vehicle.
3. Agree to a Subscription Agreement for your Connected Services.
4. Agree to an End User License Agreement for your App Suite.
5. Use Compatible Third Party Services in connection with your App Suite.

Warning: By agreeing to this Privacy Notice, you specifically consent to our electronic collection and use of your Account Information and data as described above, and our storage of such data wherever we designate. You can choose to opt-out of Connected Services. You can also request deactivation of data transmission, which disables our collection and use of certain Account Information and vehicle data as described above.

VIII. AGREEMENT

A. **Sample Agreements.** To view samples of the most recent agreements, please click [here](#).

IX. CONTACT US

A. Contact Us

If you have questions or concerns about this Privacy Notice, or would like to request deactivation of data transmission, update your Account Information, or opt-in or opt-out from particular features, please contact us.

Phone: (800) 255-3987

Email: <http://lexus2.custhelp.com/app/ask>

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