

## **DEALERSHIP PRIVACY POLICY**

**Updated and Effective as of: 01/27/20**

Our dealership is committed to respecting the privacy rights of our customers and all visitors to our dealership website properties including, as applicable, our affiliated collision center and rapid repair websites. We are publishing this Policy to advise you of what information our dealership may collect, how our dealership may use that information and how your information is protected. By using our website and services, you acknowledge you have read and understand the terms and conditions of this Policy. If you do not agree to the terms and conditions of this Policy, please do not use our services.

### **I. INFORMATION COLLECTED**

We may collect the following categories and specific pieces of information from you and about you in the normal course of doing business:

- Information you may provide on applications, forms, contracts, surveys or other correspondence. This information is not limited to, but may include, contact and other information including name, postal address, email address(s), phone number(s), social security number, driver's license number and income.
- Demographic information including age, gender, activity information, taste or other preference information.
- Information regarding your lease or finance terms and monthly payment amounts. We may also obtain this information from third-party sources.
- Information regarding your vehicle (such as mileage), which is collected when you make an appointment or bring your vehicle to our dealer for services. We may also obtain information, such as open warranties, from third-party sources.
- We may also collect various information about you during other transactions or communications you have with us.
- During the course of a vehicle transaction, our dealership may receive information from consumer reporting agencies, credit references, employers and insurance agencies, such as your credit history, credit worthiness and information that our dealership obtains to verify employment history or to ensure that insurance coverage is in force.
- Our dealership may collect usage information through cookies (see below) and other technology to track your website usage to improve our services, understand how your device interacts with our website and provide you with customized content. Geolocation information, device identifier, device operating system, and interaction with advertisements may also be collected.
- Other information, such as your vehicle preferences, information regarding your potential trade in vehicle, that you provide or that we may obtain from third party sources.
- Information submitted to us to indicate your interest in a position, including your indicated job preferences, work history and information provided on job applications.
- For California Residents, please also refer to California Privacy Rights in Section VI below.

## II. COOKIES

- Our dealership may use cookies or other cross tracking methods to recognize you and your access privileges on the dealership site, to facilitate the interaction between you and the dealership site, and to track site usage. In addition, we may embed the services of third parties to enhance the functionality of our site, and those third parties may use cookies or other tracking methods in order to provide these services, track site usage, and for other reasons.
- We may use online advertising networks to serve ads on our behalf on third party websites. These networks use cookies and other tracking technologies to measure the effectiveness of our advertising for their clients, none of which contain personally identifiable information about you. We limit these networks from using the information collected through our website for any purpose other than to assist us in our advertising efforts.
- You can opt-out of the use of cookies through your browser's options, however, some services on our Sites may not function properly or may be considerably slower if you choose to do so. You may also opt-out of receiving targeted ads from many websites by using the opt-out tools available through Digital Advertising Alliance found at [www.digitaladvertisingalliance.org](http://www.digitaladvertisingalliance.org). Learn more by visiting [www.networkadvertising.org](http://www.networkadvertising.org).
- You may also opt-out of Google AdWords Remarketing by visiting Google's Ads Preferences Manager at <https://www.google.com/settings/ads>.
- Note that opting-out does not mean you will no longer receive on-line advertising. It does mean that the company or companies from which you opted out will no longer deliver ads tailored to your preferences and usage patterns.

## III. DISCLOSURE OF INFORMATION TO OTHERS

**We do not rent or sell your name, address, email address(s), phone number(s), credit card information or other personal information to any third party.** We may use and disclose some or all of your information to third parties as set forth herein. We require these third parties to keep your personally identifiable information secure in accordance with federal and state legal requirements, such as the Gramm Leach Bliley Act, where applicable. We may use and disclose some or all of the information in accordance with applicable law as follows:

**Service Providers/Marketing Partners** – We may provide information to third parties to assist in servicing accounts, administering and enforcing accounts, providing services to our dealership or our customers and responding to customer inquiries. Our dealership also may use marketing and other firms to assist in our own marketing efforts. These third party service providers may use customer information to perform contracted services at our request. Our dealership requires these third parties to keep your personally identifiable information secure in accordance with federal and other applicable requirements, and our contracts with these third parties require that your information be used only to perform the contracted services as required by applicable law.

**Assignment/Others** – We are required to report sales transactions and provide vehicle related information to our manufacturer partners and government agencies. Personally identifiable information may be shared with Lexus Corporate and may be used by Lexus for their own marketing purposes. In addition, we may buy and sell assets or businesses such as automobile dealerships. When this occurs, customer information generally is transferred to the acquirer. In the event that we buy and/or sell assets or businesses, or undergo a corporate re-organization,

you grant us the right to assign the information we have collected from you. We also disclose information about you to third parties in certain other circumstances, as permitted by law, or to process a transaction requested by you.

**Audits/Judicial Proceedings** – We reserve the right to disclose your personal information as required by law and when our dealership believes that disclosure is necessary to protect our dealership rights and/or to comply with a judicial proceeding, court order or legal process served on our dealership.

#### **IV. SECURITY**

The security of customer information is very important to us and we take a number of steps to safeguard it. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard non-public personal information about you. However, no security measures can be 100% secure, so we recommend that you take additional measures to protect yourself and your information, including by installing up to date anti-virus software, closing browsers after use, keeping your log-in credentials and passwords confidential, and making sure that you regularly update software and apps you have downloaded to ensure you have enabled the latest security features on your devices.

Furthermore, once the information has been received by us, we use reasonable security procedures and policies commensurate with industry standards to safeguard against loss, theft, unauthorized access, destruction, use, modification and/or disclosure.

#### **V. THIRD PARTY LINKS**

Our website contains links to other sites. Please be aware that our dealership is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each website that collects personal information and contact them directly. We are not legally affiliated with Lexus Corporate, a division of Toyota Motor Sales U.S.A., Inc. This privacy statement applies solely to information collected by this website and not to the Lexus Corporate or any other third party website.

#### **VI. CALIFORNIA PRIVACY RIGHTS**

This section applies solely to visitors, users, and others who reside in the State of California (“consumers” or “you”). This notice is provided to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

California Civil Code Section 1798.83 permits California residents to request certain information, once a year, regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an email using the contact information provided below and put "Shine the Light Request" in the subject line of your email.

In addition, if you are a California resident, beginning January 1, 2020 you have the following rights:

- You have the right to request information about the categories and specific pieces of personal information we have collected about you, as well as the categories of sources from which such information is collected, the purpose for collecting such information, and the categories of third parties with whom we share such information.

- You have the right to request information about our sale or disclosure for business purposes of your personal information to third parties.
- You have the right to opt-out of the sale of your personal information to third parties. **However, we do not sell your personal information to third parties so there is no need to opt-out.**
- You have the right to request the deletion of certain personal information. Please note that notwithstanding your request, California law permits us to retain certain categories of personal information for numerous purposes, including to complete a transaction, to perform a contract between you and our dealership, and to comply with a legal obligation, such as a record retention requirement.
- You will not be discriminated against for exercising any of these rights.

**A. INFORMATION WE COLLECT**

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, we may have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Purpose	Source	Disclosure to Third Parties
Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	<p>To fulfill or meet the reason for which the information is provided.</p> <p>To provide you with information, products or services that you request from us.</p> <p>To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.</p>	<p>Directly or indirectly from you or your agents.</p> <p>From third parties that interact with us in connection with the services we perform.</p>	<p>Service providers.</p> <p>Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you.</p> <p>Third parties to whom we are required to report vehicle sales or other vehicle related information.</p>

Category	Examples	Purpose	Source	Disclosure to Third Parties
<p>Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).</p>	<p>A name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.</p>	<p>To fulfill or meet the reason for which the information is provided.</p> <p>To provide you with information, products, pricing estimates or services that you request from us.</p> <p>To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.</p>	<p>Directly or indirectly from you or your agents.</p> <p>From third parties that interact with us in connection with the services we perform.</p>	<p>Service providers.</p> <p>Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you.</p>
<p>Protected classification characteristics under California or federal law.</p>	<p>Age, race, color, ancestry, national origin, citizenship, creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), veteran or military status.</p>	<p>To fulfill or meet the reason for which the information is provided.</p> <p>To provide you with information, products or services that you request from us.</p>	<p>Directly or indirectly from you or your agents.</p> <p>From third parties that interact with us in connection with the services we perform.</p>	<p>Service providers.</p> <p>Third parties to whom you or your agents authorize us to disclose your personal information in connection with products</p>

Category	Examples	Purpose	Source	Disclosure to Third Parties
Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	<p>To provide you with information, products or services that you request from us.</p> <p>To improve our website and present its contents to you.</p>	<p>Directly or indirectly from you or your agents.</p> <p>Directly or indirectly from your activity on our website.</p> <p>From third parties that interact with us in connection with the services we perform.</p>	<p>Service providers.</p> <p>Third parties to whom you or your agents authorize us to disclose your personal information in connection with products</p>
Geolocation data.	Physical location or movements.	<p>To provide you with information, products or services that you request from us.</p> <p>To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.</p>	<p>Directly or indirectly from you or your agents.</p> <p>From third parties that interact with us in connection with the services we perform.</p>	<p>Service providers.</p> <p>Third parties to whom you or your agents authorize us to disclose your personal information in connection with products</p>

Category	Examples	Purpose	Source	Disclosure to Third Parties
Professional or employment-related information.	Current or past job history or performance evaluations.	<p>To fulfill or meet the reason for which the information is provided.</p> <p>To provide you with information that you request from us.</p> <p>To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.</p>	<p>Directly or indirectly from you or your agents.</p> <p>From third parties that interact with us in connection with the services we perform.</p>	<p>Service providers.</p> <p>Third parties to whom you or your agents authorize us to disclose your personal information in connection with products</p>

***Personal information does not include:***

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, such as: Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; or
- Personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

**B. USE OF PERSONAL INFORMATION**

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided. For example, if you provide us with personal information in order to purchase a vehicle or have service performed on your vehicle.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.

- To improve our website and present its contents to you.
- Law enforcement requests, in connection with court orders or litigation matters or as required by applicable law, court order, and governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

### **C. SHARING PERSONAL INFORMATION**

We may disclose your personal information to a third party for a business purpose (see table above). When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

### **D. YOUR RIGHTS AND CHOICES**

The CCPA provides consumers who are California residents with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

#### ***Access to Specific Information and Data Portability Rights***

You have the right to know and request that we disclose certain information to you about our collection and use of your personal information over the past 12 months from the date of your request. Once we receive and verify your consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).

#### ***Deletion Request Rights***

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and verify your consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.



We may retain your personal information even if you request deletion if we can't verify your identity or if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation or if the information was collected, processed or disclosed pursuant to another law and is specifically exempted by CCPA.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.
10. Notify you of, or process, a warranty or recall related vehicle repair.

### ***Exercising Access, Data Portability, and Deletion Rights***

We make available to California residents two designated methods for submitting requests to exercise access, data portability, and deletion rights of your personal information. Please submit a verifiable consumer request to us by either:

- Calling us at: 844-217-2655
- Visiting: <https://ccpa.penskeautomotive.com/C75C848F-9FCF-42D0-A085-DE26B078DD77>

Only you or your authorized agent (i.e., a person registered with the California Secretary of State that you authorize to act on your behalf) may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child. In California, a minor is defined as any person under the age of 18 years.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### ***How we verify your request for personal information***

In order to access or delete your personal information, you must submit a request that we can verify. We take important steps to ensure that the individual requesting the information is indeed the person whose personal information that our company is being asked to take action on. Ways in which we will request verification include:

- Verifying your email address with the address that is on record with our company.
- Verifying phone information that has previously been associated with you.
- Sending a communication to the data subject at the email address that we have on file previously associated with you.
- If needed, we may contact you personally to review additional information should we not be able to verify you by the data provided.

### ***Response Timing and Format***

Upon our receipt of a consumer request, you will receive confirmation of our receipt of the request. We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable request. The law allows you to make 2 requests within a 12 month period.

## **E. NON-DISCRIMINATION**

We will not discriminate against you if you exercise your CCPA rights. For that reason, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

## **VII. NOTIFICATION OF CHANGES**

We retain the right to change or update this Privacy Policy at any time. We will post those changes to this page so that users are always able to view what information our dealership collect, how our dealership use it, and under what circumstances our dealership disclose it. We will use, share, and disclose all information in accordance with the Privacy Policy in effect at the time the information was collected.

## **VIII. CHILDREN'S PRIVACY**

Our services are not intended for children. We do not knowingly allow anyone under the age of 13 to participate in any services offered on our website which requires the submission of user information. If we learn that a user is under the age of 13 and has submitted user information to us, we will delete that information as promptly as possible.

## **IX. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE**

Except where and to the extent prohibited by law, you and we agree that, if there is any controversy, claim, action, or dispute arising out of or related to this Privacy Policy or the breach, enforcement, interpretation, or validity of this Privacy Policy or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute.

### **Notice shall be sent to:**

- Our dealership, as noted on our website using the "contact us" form

Both you and our dealership agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

Other rights that you and we would otherwise have in court will not be available, or will be more limited in arbitration, including discovery and appeal rights. All such disputes shall be exclusively submitted to the American Arbitration Association, 1633 Broadway, 10<sup>th</sup> Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org)) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of our Privacy Policy, including any claim that all or any part of our Privacy Policy is void or voidable.

## **X. CONTACT US**

If you have any questions or concerns regarding this Policy or our websites, please contact us at 2555 S Telegraph Road, Bloomfield Hills, MI 48302 Attention: Privacy Officer or e-mail us at [privacy@penskeautomotive.com](mailto:privacy@penskeautomotive.com).