

NISSANCONNECT SERVICES PRIVACY POLICY

This **Privacy Policy** (the “**Policy**”) applies to your use of NissanConnectSM Services Powered by SiriusXM[®] including use of the NissanConnect Services Mobile Application (the “**App**”) and the NissanConnect Services Customer Web Portal (the “**Site**”) (all together, the “**NissanConnect Services**” or “**Services**”). The NissanConnect Services are provided by Nissan Canada Inc. (“**Nissan**”) and SXM CVS Canada Inc., a subsidiary of Sirius XM Radio Inc. (“**SXM CVS**”). Nissan and SXM CVS may be collectively referred to herein as “we,” “us” or “our.” This Policy provides you with information about what data we may collect about you; what we do with it; with whom your data may be disclosed and your options as a consumer. **This Policy is in addition to the Nissan Privacy Policy, which is located at <http://www.nissan.ca/en/privacy>.** In the event of any conflict between this Policy and the Nissan Privacy Policy, this Policy shall govern with respect to the Services. Use of the Services including the Site and the App are also subject to the terms of the NissanConnect Services Subscription Agreement (the “**Subscription Agreement**”) as well as the NissanConnect Services Website Terms of Use, which is located at services.canada.nissanconnect.com/subscriber/terms_of_use_caen.

1. To What are You Consenting?

By using or enrolling in the Services, you agree to the practices and procedures described in this Policy. You agree and consent that we may collect, use and disclose your Personal Information (as defined below) in accordance with this Privacy Policy. If you do not agree with these terms, you are requested to disable the Services and/or cancel your subscription.

By enrolling in or using the Services, you consent to allow us to contact you about the Services via the NissanConnect Services system (the “**System**”) in your vehicle, your mailing address, email, and your home, mobile or business phone number you have provided to us. You also represent that you have obtained consent from all other drivers or occupants of your vehicle to allow us to contact them through the System.

We may monitor or record conversations between you, another driver of your vehicle, or your vehicle’s occupants and the NissanConnect Services Agent, between you, another driver of your vehicle or your vehicle’s occupants and the interactive voice recognition systems, or calls that occur outside the vehicle to or from our contact centres for the purposes of quality assurance and record keeping. **BY ENROLLING IN THE SERVICES, YOU CONSENT TO SUCH MONITORING AND RECORDING AND REPRESENT THAT YOU HAVE OBTAINED CONSENT FROM ANYONE USING OR OCCUPYING YOUR VEHICLE TO SUCH MONITORING AND RECORDING. THIS CONSENT IS INTENDED TO BE CONTINUOUS AND APPLY TO ALL SUCH CONVERSATIONS WITH OUR CONTACT CENTRES OVER TIME.**

2. What is Personal Information?

For the purposes of this Policy, “**Personal Information**” means any information about an identified person or that relates to a person and allows that person to be identified.

3. What Personal Information and Other Data Do We Collect?

We collect and store information, including Personal Information, voluntarily provided to us by you when you enroll in or use the Services such as:

- Contact Information: This includes: your name, address, telephone number, email address, and payment method information, when applicable, and information you provide us about your emergency contacts.
- Vehicle and Service Information: This includes vehicle identification number and description; vehicle maintenance information; mechanical condition or incidents involving the vehicle including crash severity sensor data; time, location and speed of vehicle at a time of requested service; your or your vehicle’s occupants’ search content; your personal identification number (“**PIN**”) and information about anyone making a call from your vehicle or under your account related to the Services or your account, such as the date, time and duration of the call, the identity and phone number of the caller, and contents of or notes about the call.

In addition, your vehicle may be equipped with one or more sensing or diagnostic modules capable of automatically retrieving, recording, transmitting, or storing certain vehicle data, including but not limited to, trouble codes, tire pressure, air bag deployment, battery voltage, coolant temperature, and other mechanical information or service requirements.

- Location Information: We may record, monitor or determine the location of the vehicle or other information, regardless of who is driving it: a) when you, other occupants, or another driver of the vehicle request or use a Service; b) when your vehicle’s air bag deploys or a severe impact occurs; c) when you report your vehicle as stolen; d) when we are required to do so by applicable local, provincial or federal laws, rules or regulations; or e) in connection with our efforts to communicate with the vehicle purchaser or recover the vehicle pursuant to agreements governing the lease or financing of such vehicle.
- Website or App Usage Data: When you use the Site or the App, we or a third party provider acting on our behalf may collect and record data regarding use and performance of the Site or App during your visit (“**Usage Data**”). Usage Data may include without limitation the pages you view, the search terms you enter, your IP address, your operating system and Internet browser client, your geolocation, and your Personal Information that you submit through the Site or App. Usage Data may be collected through “cookies,” log files and other technology. We use Usage Data to administer the Site and the App and to troubleshoot and improve the Site and the App.

4. How Is The Information Used?

We use the information received or collected from you, or other drivers or occupants of your vehicle, including Personal Information, to provide the Services and to manage your account. Where permitted by law, we may use the information to provide other product information to you, to inform you about special discounts and added services or functions, or to enhance communication between you and SXM CVS, Nissan or Nissan dealerships. We may use your Personal Information for market research, analyses of usage of the Services, in other ways to enhance delivery of the Services in general, or to recover your vehicle under your lease or financing agreement with Nissan affiliates where applicable law or other agreements permit.

Your Personal Information may be used to maintain, repair or enhance the Services, and to analyze the NissanConnect operating system on your vehicle. Your information may also be used to meet and respond to any legal or regulatory requirements, to protect our assets and other purposes consistent with the foregoing purposes.

If your subscription to the Services is cancelled, we will retain your Personal Information for as long as required to fulfill the purposes described here or for a period of time necessary to comply with applicable law, any applicable statute of limitation, or this Policy, unless you ask us to keep it for a longer period of time.

You may opt out of receiving marketing communications from us by selecting your preferences online at Canada.NissanConnect.com by the methods specified in the communications we provide to you, or as otherwise provided by applicable law. If you opt out of receiving future marketing emails from us, we will implement the opt-out request within ten (10) business days of receiving the opt-out request. If you have opted out of receiving future marketing materials by other means, we will implement such request within a commercially reasonable time.

Even if you opt out of receiving promotional communications from us, we may still communicate with you via telephone, mail, and electronic mail as necessary to provide the Services to you and/or maintain your account.

Notwithstanding the fact that your home telephone or cellular telephone number may be listed on the National Do Not Call List, we may contact you pursuant to an existing business relationship using the information you provided to us, or which we obtained to supplement information you provided to us. You must tell us directly if you do not wish to receive calls at a particular phone number. We may contact you by means of telephone, except as may be prohibited by applicable law.

We use your information to compile statistics and analysis about our customers' use of our Site and Services, which statistics may be used, in compliance with applicable law, to enable us to provide better customer service, products, features and functionality to you and other customers in the future.

5. How Is Personal Information Disclosed?

We do not sell, trade, barter or exchange for consideration any Personal Information we have obtained. We may share Personal Information with third parties (including our affiliates) as necessary to provide the Services to you, including: roadside assistance providers; emergency service dispatchers (such as the police, ambulance providers, the fire department or other similar emergency service providers); anyone you have designated as an emergency contact; law enforcement and other third parties where you have specifically requested or subscribed to a Service (such as Stolen Vehicle Locator, Boundary Alert, and insurance providers if you have chosen to participate in a discount program based on your driving); convenience and security services providers; Nissan dealers for the purposes of facilitating vehicle maintenance and service; maintenance and vehicle scheduling service providers; marketing service providers; data processing service providers; and payment processing and collection service providers.

Please note that there are circumstances where the use and/or disclosure of Personal Information may be justified or permitted or where we may disclose Personal Information without consent. Such circumstances may include:

- Where required by law or by order or requirement of a court, administrative agency or other governmental tribunal;
- Where we believe, upon reasonable grounds, that it is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- Where we believe, upon reasonable grounds, that it is necessary to protect our technology or the Internet or telecommunications services at large;
- Where it is necessary to establish or collect monies owing to us;
- Where it is necessary to permit us to pursue available remedies or limit any damages that we or any third party may sustain; or
- Where it is necessary to permit us to enforce or apply the terms of the Subscription Agreement for the Services.

We may also disclose Personal Information to third parties connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets for the purposes of evaluating and/or performing the proposed transaction and operating the business. Our assignees or successors of our business or assets may use and disclose Personal Information for similar purposes as those described in this Policy.

We may share your Personal Information with third parties outside of Nissan or SXM CVS for their own marketing purposes if you provide your express consent. We also may disclose aggregated data derived from your use of the Services to third parties in compliance with applicable law, but this data will not include personally identifiable information.

6. Where is Personal Information Retained?

Personal Information may be transferred, stored or processed outside of Canada, including in the United States. While outside of Canada, Personal Information will be

subject to applicable foreign laws, which may allow foreign government and national security authorities to access your Personal Information in certain circumstances.

7. How long is Personal Information Retained?

Personal information is retained for as long as necessary to fulfill its business and legal purpose. Personal Information will be deleted in accordance with our record retention practices. We may be required to keep certain Personal Information pursuant to applicable law. Automatic backups may continue to exist on our servers or those of our service providers for a reasonable period of time.

8. Protection of Personal Information

We use commercially reasonable safety procedures and policies commensurate with industry standards to protect Personal Information from loss, theft, misuse, alteration, or disclosure. We store Personal Information under commercially reasonable security measures with access limited to authorized employees or representatives. NEITHER NISSAN NOR SIRIUSXM ASSUME ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THEFT, LOSS, ALTERATION OR MISUSE OF PERSONAL INFORMATION OR OTHER INFORMATION WHICH WE LAWFULLY PROVIDE TO THIRD PARTIES, OR WITH REGARD TO THE FAILURE OF ANY THIRD PARTY TO ABIDE BY THIS PRIVACY POLICY OR ANY OTHER AGREEMENT.

9. Security on a Cellular Telephone Network and on the Internet

In providing the Services to you or the occupants of your vehicle, voice and data are transmitted between our response centres and subscriber vehicles over a cellular telephone network and via the Internet. These networks are complex, unencrypted and not necessarily secure. The privacy and security of conversations or data transmitted to and from the vehicle cannot be guaranteed. Communication via the Internet or telecommunications networks is subject to interception, loss, or alteration.

Despite our efforts to protect your Personal Information obtained through your use of the Services, complete confidentiality and security cannot currently be guaranteed on the Internet or over telecommunications networks. You acknowledge and agree that we cannot be held responsible for damages resulting from the transmission of Personal Information or other confidential information in this manner and that such communications are at your own risk.

10. Children

We do not knowingly allow anyone under the age of majority, as determined by the laws of the province or territory of their residency, to participate in any services offered on the Site or the App which require the submission of user information. If you are under the age of majority, please do not submit your information to us through the Site or the App.

11. Accessing, Updating, Changing or Deleting Personal Information

You are responsible for keeping your contact information accurate and up-to-date. You may review, modify, correct, or update the information you provided directly online at any time at Canada.NissanConnect.com. Nissan and SXM CVS will each establish a file containing your Personal Information, which will be maintained at our offices or on our servers (or those of our service providers). In the event of questions about: (i) access to your Personal Information; (ii) Nissan's collection, use, management or disclosure of Personal Information; or (iii) this Policy Statement, please contact: Nissan Canada Inc., Customer Information Centre, 5290 Orbitor Drive, Mississauga, ON L4W 4Z5, Attention: NissanConnect Services Privacy Officer, or NissanConnect privacy@nissancanada.com. You may also review, modify, correct, or update the Personal Information you provide to us at any time by accessing the NissanConnect Services online portal at <https://Canada.NissanConnect.com> or at our Toll-Free Number: 1-800-387-0122.

We reserve the right to decline access to Personal Information where the information requested:

- Would disclose the Personal Information of another individual or of a deceased individual;
- Would disclose business confidential information that may harm us or the competitive position of a third party;
- Is subject to solicitor-client or litigation privilege;
- Could reasonably result in: (i) serious harm to the treatment or recovery of the individual concerned; (ii) serious emotional harm to the individual or another individual; or (iii) serious bodily harm to another individual;
- May harm or interfere with law enforcement activities and other investigative or regulatory functions of a body authorized by statute to perform such functions;
- Is not readily retrievable and the burden or cost of providing would be disproportionate to the nature or value of the information; or
- Does not exist, is not held, or cannot be found by us.

When you make a request for access to your Personal Information, we will endeavour to respond within a reasonable time and in accordance with applicable law.

To guard against fraudulent requests for access, we will require sufficient information to allow it to confirm the identity of the person making the request before granting access or making corrections.

You may also request the deletion of the Personal Information we hold about you by using this same contact information; however, in such circumstances, you may no longer be able to use the Services. Furthermore, we may be required to keep certain Personal

Information about you further to applicable law, and automatic backups may continue to exist on our servers or those of our service providers for a reasonable period of time.

12. Changes to This Policy and Effective Date

You can access the current policy online at: Canada.NissanConnect.com, or request a copy by writing to NissanConnect Services at the address in Section 11 above. We may need to change this Policy from time to time. Please check the website on a regular basis for any changes to this Policy. We will notify you of any material changes to this Policy by sending notice of the change by mail or email to the address you provided. Continued use of the Services following changes to these terms will mean that you accept these changes.

Effective Date: May 19, 2015.