

NISSANCONNECT SERVICES PRIVACY POLICY

This **Privacy Policy** (the “**Policy**”) applies to use of NissanConnect ServicesSM 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**”). This Policy provides you with information about what data Nissan North America, Inc., its affiliates, subsidiaries and dealers, (“**Nissan**”) and/or Sirius XM Radio Inc., its affiliates, subsidiaries, and assigns, (“**Sirius XM**”) may collect about you; what we do with it; and your options as a consumer. Nissan and Sirius XM may be collectively referred to herein as “we,” “us” or “our”. **This Policy is in addition to the Nissan and Sirius XM privacy policies, which are located at <http://www.nissanusa.com/global/privacy.html> and www.siriusxm.com/privacy, respectively.** In the event of any conflict between this Policy and Nissan or Sirius XM privacy policies, 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 as well as the NissanConnect Services Website Terms of Use.

1. Consent

By using the Services, you agree to the practices and procedures described in this Policy. The effective date for this Policy is noted below. We may change this Policy at any time. You can access the current policy online at: services.nissanconnect.nissanusa.com/subscriber/privacy_policy_usen, or request a copy by writing to NissanConnect Services at the address in Section 8 below. Continued use of the Services following changes to these terms will mean that you accept these changes.

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 on file. You also consent on behalf of 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 centers. **BY ENROLLING IN THE SERVICES, YOU CONSENT TO SUCH MONITORING AND RECORDING ON BEHALF OF YOURSELF AND ANYONE USING OR OCCUPYING YOUR VEHICLE. THIS CONSENT IS INTENDED TO BE CONTINUOUS AND APPLY TO ALL SUCH CONVERSATIONS WITH OUR CONTACT CENTERS OVER TIME.**

2. The Information We Collect

We collect and store information voluntarily provided to us by you when you enroll in the Services, such as your name, address, telephone number, email address, and payment method information, when applicable, and information you provide us about your emergency contacts. We may collect and retain vehicle and service-related information, including but not limited to 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 a call 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, battery voltage, coolant temperature, and service requirements.

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 the Services; 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, state 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.

When you use the Site or the App, we or a third party provider acting on our behalf may collect and use or 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 geographical location, and 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 provide the Services you request through the Site or the App, to administer the Site and the App and to troubleshoot and improve the Site and the App. Neither the Site nor the App respond to "do not track" beacons or other such signals. You may have received a tracking mechanism prior to your visit to the Site or the App from other parties that will continue to track your activity while on the Site or the App. Such data is subject to the privacy policy of the third party from whom you received the mechanism. We do not control or receive data from such mechanisms. For more information on how to opt-out of advertiser tracking mechanisms, please visit www.networkadvertising.org/managing/opt_out.asp. See especially a list of non-affiliated companies at [Your Ad Choices](#). You may opt out of the uses by these entities of tracking tools and the collection of your information while on our Site or our App by visiting each of their privacy policies and following instructions there.

3. Use of Your Information

We use the personal and vehicle information received or collected from you, or other drivers or occupants of your vehicle to provide the Services and to manage your account. We may use the information to provide other product information to you, to inform you about special discounts and added services or functions, to enhance communication between you and Sirius XM Radio, Nissan or Nissan dealerships. We may also use your 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.

By enrolling in the Services and providing your telephone number, you agree that this action constitutes a purchase, inquiry and/or application for purposes for telemarketing laws. Notwithstanding the fact that your home telephone or cellular telephone number may be listed with the Federal Do-Not-Call Registry or your local State 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.

If your Subscription is canceled, we will retain your information 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.

4. Disclosure of Your Information

We may share your information with third parties such as roadside assistance providers, emergency service dispatchers and providers, anyone you have designated as an emergency contact, other service providers, and our affiliates. We may also share information with law enforcement authorities in response to your request to locate a vehicle that you had reported as stolen. In addition, we may release information to comply with the law or orders of courts or other governmental authorities, or to enforce or apply the terms of the Subscription Agreement for the Services. For example, we may be legally compelled to provide location data or other information to law enforcement agencies, pursuant to a validly issued subpoena or court order. We may share your personal information with third parties outside of Nissan or Sirius XM Radio for their own marketing purposes with your consent. We may provide aggregated data derived from your use of the Services to third parties, but this data will be anonymized and will not include personally identifying information.

You may opt-out of receiving unsolicited marketing or promotional communications by selecting your preferences online at www.Nissanusa.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 promotional emails from us, we will implement opt-out request

within ten (10) business days of receiving the opt-out request. If you have opted out of receiving future promotional materials by other means, we will implement such request within a commercially reasonable time.

Even if you opt out of receiving unsolicited 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.

California Subscribers. California Civil Code Section 1798.83 permits our subscribers who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please write to us at:

NissanConnect Services Powered by SiriusXM
ATTN: CA Privacy Rights
PO Box 33058
Detroit, MI 48232

5. Protection of Your Information

We use commercially reasonable safety procedures and policies commensurate with industry standards to protect your information from loss, theft, misuse, alteration, or disclosure. We store your 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.

6. Security on a Cellular Telephone Network

In providing the Services to you or the occupants of your vehicle, voice and data are transmitted between our response centers and subscriber vehicles over a cellular telephone network. This network is complex, unencrypted and not necessarily secure. The privacy and security of conversations or data transmitted to and from the vehicle cannot be guaranteed.

7. Children

We do not knowingly allow anyone under the age of 18, or the age of majority as determined by the laws of the state 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 18, please do not submit your information to us through the Site or the App.

8. Updating or Changing Your 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 www.Nissanusa.com. You can contact us by calling us at 1-800-NISSAN1; by writing us at: Nissan North America Consumer Affairs, P.O. Box 685003, Franklin, TN 37068-5003, ATTN: NissanConnect Services Powered by SiriusXM Privacy; or by any other means specified in a communication received from us.