

## Privacy Policy

Date last updated: September 27, 2021

Victory Dealer Group (“Dealership,” “we,” “us” or “our”) respects the privacy of the information you have entrusted to us. This Privacy Policy (“Policy”) applies to both the online and offline collection of personal information by Dealership. By using our website and services (collectively, the “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.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, WHICH REQUIRES, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST DEALERSHIP 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 OR CONSOLIDATED CAPACITY.

### INFORMATION COLLECTED

“Personal information” is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

Click [here](https://victorydealergroup.com/privacypolicy) <https://victorydealergroup.com/privacypolicy> for our Notice at Collection of Personal Information, which lists the categories of personal information we collect from consumers and the purposes for collecting the information.

Under the California Consumer Privacy Act, we must provide a disclosure of covered types of personal information we have collected from consumers over the last 12 months:

Category of personal data	Disclosure/sale to third parties	Disclosure to Service Providers
<b>Identifiers</b> , such as:  Name, postal address, email address, IP address, identification numbers (e.g., social security number, driver's license number, state identification number, military identification number or passport number)	<ul style="list-style-type: none"><li>• Disclosure/sale to vehicle manufacturer if customer purchased or leased a new or certified vehicle or if their vehicle was serviced at our dealership</li><li>• Disclosure to state or federal agencies, when required by law</li></ul>	<ul style="list-style-type: none"><li>• Disclosure to Service Providers for administrative and operational assistance</li></ul>

<p><b>Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), such as:</b></p> <p>Phone number; insurance information; bank account number, credit card number, debit card number, or other financial information, including information relating to consumers' vehicle financing or lease terms, along with vehicle information; and/or signature(s)</p>	<ul style="list-style-type: none"> <li>• Disclosure/sale to vehicle manufacturer if customer purchased or leased a new or certified vehicle or if their vehicle was serviced at our dealership</li> <li>• Disclosure to state or federal agencies, when required by law</li> </ul>	<ul style="list-style-type: none"> <li>• Disclosure to Service Providers for administrative and operational assistance</li> </ul>
<p><b>Protected classification characteristics under California or federal law, such as:</b></p> <p>A photocopy/scan of government issued identification reveals personal information. For example:</p> <ul style="list-style-type: none"> <li>• Driver's license/state identification card - includes image, date of birth, physical description and gender</li> <li>• Permanent resident card - includes image, date and place of birth;</li> <li>• Social security card - includes social security number</li> <li>• Passport - includes image, date and place of birth and nationality</li> <li>• Military ID - includes image and rank</li> </ul> <p>Completion of a Translated Contract</p> <p>Acknowledgement or signing of translated documents reveals a consumer's primary language</p>	<ul style="list-style-type: none"> <li>• Disclosure/sale to vehicle manufacturer if customer purchased or leased a new or certified vehicle or if their vehicle was serviced at our dealership</li> <li>• Disclosure to manufacturer or lender for processing rebate, if applicable</li> <li>• Disclosure to state or federal agencies, when required by law</li> </ul>	N/A
<p><b>Commercial information, such as:</b></p> <p>Vehicle information, vehicle ownership information, vehicle transaction information relating to purchase or lease of vehicles (including finance or lease terms), purchase of parts, service repairs, maintenance or vehicle inspections</p>	<ul style="list-style-type: none"> <li>• Disclosure/sale to vehicle manufacturer, if customer purchased or leased a new or certified vehicle or if their vehicle was serviced at our dealership</li> <li>• Disclosure to state or federal agencies, when required by law</li> </ul>	<ul style="list-style-type: none"> <li>• Disclosure to Service Providers for administrative and operational assistance</li> </ul>

<b>Biometric information</b> Consumers who finance/lease vehicles may be asked to complete a “Thumbprint form”	N/A	N/A
<b>Internet or other similar network activity information</b> , such as:  IP address, browsing history, and search history	N/A	<ul style="list-style-type: none"> <li>Disclosure to Service Providers for administrative and operational assistance</li> </ul>
<b>Geolocation information</b> , such as:  IP address and vehicle location (using GPS, as permitted by law)	N/A	<ul style="list-style-type: none"> <li>Disclosure to Service Providers for administrative and operational assistance</li> </ul>
<b>Sensory data</b> , such as  Audio information from voicemail messages and/or recorded phone calls (with consumers' consent)  Video information during completion of transaction documents in finance office (with consumers' consent)	N/A	<ul style="list-style-type: none"> <li>Disclosure to Service Providers for administrative and operational assistance</li> </ul>
<b>Professional or employment-related information</b> , such as:  Information regarding current occupation	<ul style="list-style-type: none"> <li>Disclosure to manufacturer or lender for processing rebate or employee discount, if applicable</li> <li>Disclosure to state or federal agencies, when required by law</li> </ul>	N/A
<b>Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)), such as:</b>  Information regarding whether a consumer is or will soon be a college graduate	<ul style="list-style-type: none"> <li>Disclosure to manufacturer or lender for processing rebate, if applicable</li> </ul>	N/A

<p><b>Inferences drawn from personal information to create a profile, such as:</b></p> <p>Information regarding consumers' vehicle preferences and needs</p>	N/A	<ul style="list-style-type: none"> <li>• Disclosure to Service Providers for administrative and operational assistance</li> </ul>
<p><b>Categories of sources from which the personal information is collected</b></p>		
<ul style="list-style-type: none"> <li>• Directly from consumers</li> <li>• Indirectly from consumers (e.g., from observing consumers' actions on our Services)</li> <li>• Third-parties, including advertising companies, analytics providers, vehicle manufacturer, and websites or companies that provide information regarding vehicles or provide listings of vehicles available for sale/lease, that forward identifiers provided by consumers</li> <li>• From vehicles equipped with GPS tracking (as permitted by law)</li> </ul>		
<p><b>Business or commercial purpose for collecting or selling personal information</b></p>		
<ul style="list-style-type: none"> <li>• To send informational and marketing communications, respond to requests and inquiries, and communicate with consumers regarding our products or services</li> <li>• Enter into transactions with consumers, obtain authorization to collect payment from consumers, collect payment from consumers, confirm acknowledgement of receipt of documents we provide to consumers, process transaction(s), process warranty, insurance or service contract claims; provide product recall information, provide copies of certain documents written in the language in which a transaction was primarily negotiated as required by law, and retain records of transactions as required by law</li> <li>• Complete government forms</li> <li>• To confirm consumers' identity, confirm consumers are at least 18 years old, confirm consumers are licensed to drive our vehicles or take delivery of a vehicle they have purchased or leased from us, and confirm insurance coverage</li> <li>• Confirm eligibility for a manufacturer/lender rebate and to apply for and process any applicable rebate, and confirm eligibility for employee price discounts, if applicable</li> <li>• Appraise consumers' vehicles, improve user experiences by making our website easier to use and navigate, and more personalized based on the profile we create about an individual consumer</li> <li>• Vehicle tracking as permitted by law</li> </ul>		

## COOKIES AND THIRD-PARTY ADVERTISING

We, and third parties we allow, use cookies and other similar technologies. Cookies are small text files placed on your device that uniquely identify your device and which a website can transfer to a consumer's hard drive to keep records of his or her visit to a website. We, or third parties, may use session cookies or persistent cookies. Session cookies only last for the specific duration of your visit and are deleted when you close your browser. Persistent cookies remain on your

device's hard drive until you delete them or they expire. Different cookies are used to perform different functions, which are explained below:

- Essential. Some cookies are essential in order to enable you to move around our website and use its features, such as accessing secure areas of our website. Without these cookies, we cannot enable appropriate content based on the type of device you are using.
- Analytics. We use Google Analytics to measure how you interact with our website and to improve your user experience. To learn more about Google Analytics privacy practices and opt-out mechanisms, please visit the Google Analytics Security and Privacy Principles page at <https://support.google.com/analytics/answer/6004245?hl=en>. Google also provides a complete privacy policy and instructions on opting-out of Google Analytics at <https://tools.google.com/dlpage/gaoptout>.
- Targeted Advertising. We use cookies to compile information on our user's interaction with our website. We use this information to serve ads to you off of our website.

There are several ways to manage cookies. You can control the use of cookies at the browser level, by instructing your browser to accept cookies, disable cookies or notify you when receiving a new cookie. Please note that if you reject cookies, you may still use our website, but your ability to use some features or areas of our website may be limited. The Network Advertising Initiative also offers a means to opt-out of a number of advertising cookies. Please visit [www.networkadvertising.org](http://www.networkadvertising.org) to learn more. Note that opting-out does not mean you will no longer receive online 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.

## **COLLECTION AND USE OF INFORMATION FROM CHILDREN**

Our Services are not intended for children. We do not knowingly collect personal information from children, and none of our Services are designed to attract children. In the event that we learn that a person under the age of 13 has provided personal information to us, we will delete such personal information as soon as possible.

## **UNSUBSCRIBE**

We provide you the opportunity to opt-out of marketing communications by clicking the "unsubscribe" link in email communications or by contacting us using the contact information provided below. We will process your request as soon as possible in accordance with applicable law, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed.

Additionally, we may send you information regarding our Services, such as information about changes to our policies and other notices and disclosures required by law. Generally, users cannot

opt-out of these communications, but they will be primarily informational in nature, rather than promotional.

### **THIRD-PARTY LINKS**

Our website contains links to other sites. Dealership is not responsible for the privacy practices or content of such other sites. If you have any questions about how these other sites use your information, you should review their policies and contact them directly.

### **YOUR CALIFORNIA PRIVACY RIGHTS**

California Civil Code Section 1798.83 permits visitors to the Services who are 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.

From January 1, 2020, you may have the following rights:

- **Right to know**

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. Please see above.

You have the right to request information about our sale or disclosure for business purposes of your personal information to third parties in the preceding 12 months. Please see above.

- **Right to delete**

You have the right to request the deletion of your 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 Dealership, and to comply with a legal obligation.

- **Right to opt-out of sale**

You have the right to opt out of the sale of your personal information to third parties. You can exercise this right through the “Do Not Sell My Personal Information” link in the footer of our websites.

*(Note – if your dealership does not sell personal information, instead of the above language, state: “We do not sell your personal information to third parties.”)*

- **Right to non-discrimination**

You have the right to not be discriminated against for exercising any of these rights.

We do not sell or knowingly collect the personal information of minors under 16 years of age and do not have actual knowledge of selling personal information of minors under 16 years of age.

If you would like to exercise one or more of the rights above, please contact us using the contact information provided below. You may designate an authorized agent to make a request on your behalf. Such authorized agent must be registered with the California Secretary of State. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf.

We may need to confirm your verifiable consumer request before completing your request, and, for example, may ask for you to confirm data points we already have about you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time, we will inform you of the reason and extension period in writing.

#### **NOTICE REGARDING PUBLIC POSTING AREAS**

Please note that any information you include in a message you post to any public posting area is available to anyone with Internet access. If you do not want people to know your email address, for example, do not include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN PUBLIC POSTING AREAS. DEALERSHIP IS NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN PUBLIC POSTING AREAS.

#### **SECURITY**

We implement reasonable security measures to ensure the security of your personal information. Please understand, however, that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to us is done at your own risk. If we learn of a security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Services or providing personal information to us, you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of the Services. We may post a notice via our website if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

## **INTERNATIONAL DATA TRANSFERS**

Dealership is based in the U.S. If you choose to provide us with information, please understand that your personal information may be transferred to the U.S. and that we may transfer that information to our affiliates and subsidiaries or to other third parties, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. If you are visiting from the EU or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your personal information to the U.S. and other jurisdictions which may not have the same data protection laws as the EU. We put in place appropriate operational, procedural and technical measures in order to ensure the protection of your personal information. You acknowledge you understand that by providing your personal information: (i) your personal information will be used for the uses identified above in accordance with this Policy; and (ii) your personal information may be transferred to the U.S. and other jurisdictions as indicated above, in accordance with applicable law.

## **ASSIGNMENT**

We may share or transfer your information in the course of any direct or indirect reorganization process including, but not limited to, mergers, acquisitions, divestitures, bankruptcies, and sales of all or a part of our assets. Your information may be shared following completion of such transaction and/or during the assessment process pending transfer. If transferred in such a case, your information would remain subject to this Policy or a privacy policy that, at a minimum, protects your privacy to an equal degree as this Policy.

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

Except where and to the extent prohibited by law, by using the Services, you and Dealership agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Services or the breach, enforcement, interpretation, or validity of this 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:

- Dealership, at 1370 Auto Center Drive, Petaluma, CA 94952; ATTN: Privacy Policy Administrator

Both you and 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 IN CALIFORNIA 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 OR CONSOLIDATED 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 <https://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 this Policy, including any claim that all or any part of this Policy is void or voidable.

## **OTHER ARBITRATION AGREEMENTS**

In the event of a conflict between this agreement to arbitrate and any other arbitration agreement between you and the Dealership, such as an arbitration agreement contained in a retail installment sale contract, lease agreement, or repair estimate (Other Arbitration Agreement), the terms of the Other Arbitration Agreement shall govern and prevail in each instance.

## **VENUE CHOICE OF LAW**

This Policy has been made in and shall be construed in accordance with the laws of the State of California, without giving effect to any conflict of law principles. Any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the State of California and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

## **HOW WE RESPOND TO DO-NOT-TRACK SIGNALS**

The “Do Not Track” (“DNT”) privacy preference is an option that may be made in some web browsers allowing you to opt-out of tracking by websites and online services. We treat user-enabled privacy controls, such as a browser plugin or privacy setting such as DNT, that communicates or signals the consumer’s choice to opt-out of the sale of their personal information, as a valid request to opt-out.

## **CHANGES TO THIS PRIVACY POLICY**

We reserve the right to change this Policy from time to time. When we do, we will also revise the “Date last updated” at the top of this Policy. If we make material changes to the Policy, we will notify you by placing a prominent notice on our website and/or by sending you an email at the email address we have on file for you. We encourage you to periodically review this Policy to keep up to date on how we are handling your personal information.

## **NOTICE AT COLLECTION OF PERSONAL INFORMATION**

Click **here** <https://www.victorydealergroup.com/privacypolicy> to print a copy of our Notice at Collection of Personal Information.

## **ADDITIONAL FORMATS AND LANGUAGES**

Click **here** <https://www.victorydealergroup.com/PrivacyPolicy> to print a copy of this Privacy Policy.

## **CONTACT US**

If you have any questions, comments or concerns about our privacy practices or this Policy, please contact us at: [George@victorydealergroup.com](mailto:George@victorydealergroup.com), (707) 762-2300, 1370 Auto Center Drive, Petaluma, CA 94952.