

## Bass Pro Shops Financial Services Online Policies & Agreements

Online Policies and Agreements (Effective May 01, 2023)

Bass Pro Shops Financial Services ("BPSFS") are provided Toyota Motor Credit Corporation ("TMCC") and its agents and service providers, as applicable (herein, "we," "us" and "our"). The Bass Pro Shops Financial Services trade name, and the Bass Pro Shops and Bass Pro Shops Financial Services logos, are owned by Bass Pro Intellectual Property, L.L.C. or its affiliates ("BPS") and licensed to us for the purposes of providing the services described here.

In the BPSFS Online Policies and Agreements (defined below), "you" and "your" mean each customer and collectively all customers on an Account (defined below) and each user of our Website, as applicable; "Website" means the Bass Pro Shops Financial Services websites, mobile websites, and mobile applications operated by TMCC; and "Financial Services" means the financial services and products offered and provided under the BPSFS brand by us and/or Toyota Motor Insurance Services, Inc. ("TMIS"), Toyota Lease Trust or its securitization affiliates ("TLT"), and/or our or their respective subsidiaries, assignees and service providers.

If you are our customer, by clicking "I Accept," you agree to the Online Account Services Agreement and Online Terms of Use and consent to the Online Privacy Policy. If you are not a customer or a customer using other than your Online Account Services as defined below, you consent to the Online Privacy Policy and agree to the Online Terms of Use by use of the Website.

"Online Policies and Agreements" means the Online Account Services Agreement, the Online Privacy Policy, and/or Online Terms of Use.

- [Online Account Services Agreement \(applicable to Financial Services Customers with Online Account Services\)](#)
- [Online Privacy Policy \(applicable to all Website users\)](#)
- [Online Terms of Use \(applicable to all Website users\)](#)

[Online Account Services Agreement \(applicable to Financial Services Customers with Online Account Services\)](#)

You are our customer if you have one or more retail installment sale, promissory note, lease or other product/services contract(s) with us (in the Online Policies and Agreements, each an "Account" and collectively, your "Accounts") and are registered or registering for online account services on the Website. Your online access to your Account and the online Account services we offer on our Website are referred to in the Online Policies and Agreements as your "Online Account Services."

**1. Communications Consent.** We, our affiliates, agents, business partners, and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we" or "our") may call you, leave you a voice, prerecorded, or artificial voice message or send you a text including SMS text, Email or other electronic message for any purpose related to your Accounts, our products and services, or surveys or research (each a "Communication"). We may include your personally identifiable information in a Communication and conduct a Communication using an automated dialing machine and any contact information we have for you, including a cell phone number. We will not charge you for a Communication, but your service provider may do so. You

understand and agree that we may always communicate with you in any manner permissible by law (consistent with your consent, where required).

**2. Online Billing Statements.** Images of your Account billing statements are available on our Website as part of your Online Account Services. Each time we issue a billing statement on your Account, we will add an online statement to the billing statements available to you in the Statements section of the Website until the Website contains 13 statements for your Account. Thereafter, the Statements section of the Website will contain a rolling history of the 13 most recent billing statements on your Account. A current billing statement on our Website should reflect our records as of the close of business on the Statement Closing Date. A current billing statement on our Website will not reflect debits or credits posted to your Account after the Statement Closing Date for that billing statement. Any balance or payment information for your Account, assumes all payments posted to your Account are valid postings made with good funds.

One or more billing statements for your Account may not be available on our Website for among other reasons: you have prepaid your Account, or you entered into your Account in Puerto Rico. If you are a customer of Toyota Credit de Puerto Rico Corp., periodic billing statements are not available on your Account or as part of your Online Account Services.

**3. Suppression of Paper Billing Statements.** Upon registration of your Account on our Website, we will automatically suppress paper billing statements on your Account unless you elect to receive paper billing statements. In addition, we may automatically suppress your paper billing statements after notice to you unless, after your receipt of our notice and within the timeframe provided in the notice, you elect, by the response method provided in our notice, to receive paper billing statements. In the absence of such an election by you, you agree that your acceptance of these Online Policies and Agreements constitutes your consent to suppression of paper billing statements and your agreement to review your billing statements and accompanying disclosures, notices, and other materials on our Website. If paper billing statements are suppressed on your Account, images of your billing statements will be available on our Website as part of your Online Account Services, you will no longer receive your billing statements by mail, and you will review each online billing statement and all disclosures, notices, and other materials accompanying your online billing statements, promptly upon delivery to our Website as part of your Online Account Services. Even if your paper billing statements are suppressed, from time to time, we may mail you a paper billing statement if required by law, if you delete your Account from your Online Account Services, or if we otherwise determine in our sole discretion to mail you a paper billing statement. If paper billing statements are suppressed on your Account, you may reactivate paper billing statements at any time. Suppression or reactivation of paper billing statements may take up to two (2) billing cycles to take effect.

Any customer on the Account who is registered for Online Account Services may elect to suppress or reactivate paper billing statements for the Account, and each customer who makes such an election is responsible for notifying all other customers on the account of the election. The customer making the election to suppress paper billing statements is responsible for providing copies of the online billing statements and accompanying disclosures, notices, and other materials to all other customers on the account or ensuring that all other customers on the account register on our website to access online billing statements.

We may terminate suppression of paper billing statements on your Account at any time and for any reason, including, without limitation, if you violate the terms of your Account, your Online Account

Services or the Website, you revoke your agreement to the Online Policies and Agreements or Consent to Electronic Communications and Agreements or either you or we otherwise terminate your Online Account Services in whole or in part. Suppression of billing statements is not available for customers of Toyota Credit de Puerto Rico Corp.

**4. Multifactor Authentication (MFA).** To access your Account information on the Website, we may require you to verify your identity through a process called Multi-Factor Authentication (MFA). MFA is an authentication method used to help prevent unauthorized access to your Account by relying on two or more independent credentials to verify your identity. For instance, you may be asked to click on a verification link or enter your password and a verification code. A verification code is a one-time use code that we send to you by email, text, or phone call ("Verification Code"). When we send a Verification Code or link, it is a Communication as otherwise defined in this Agreement. For additional security, you may choose to receive a Verification Code at each login. Adding a Verification Code at login can make accessing your Account more secure by providing an extra layer of protection to your username and password. You may choose to add this two-step verification process as an additional layer of security to prevent unauthorized access to your Account. Although this two-step verification process is optional, the Website may still require a Verification Code at login, in certain instances, including: 1) when the risk profile is high, based on your typical login and usage profile, and/or 2) you have indicated that you are sharing your device with others. When we send you a code or link, anyone with access to your email or phone may be able to log into your Account, view your account information, and change your settings.

**5. Mobile Access.** The Online Policies and Agreements apply when you access the Website using your mobile phone, smartphone, or other mobile device (each a "Mobile Device"). We will not charge you to access the Website using a Mobile Device or to receive an Email or phone call or text including SMS text Communications from us. However, your Mobile Device access service provider may charge you access rates and fees. To access the Website using your Mobile Device, the Website must support your Mobile Device as described in the Consent to Electronic Communications and Agreements.

**6. Marketing Preferences.** You may designate preferences for how you would like us to market to you. If you designate marketing preferences, we will endeavor to market to you consistently with those preferences; provided, however, from time to time, we may market to you in a manner other than as designated by your preferences as permitted by law and the Online Policies and Agreements.

**7. Marketing Offers on Website.** While you are on the Website, we may deliver product or service offers to you based on your activity on the Website, and after you login to the Website, based in part on your account history or other experience with us, our affiliates, or business partners.

**8. Access to Your Account Information on Third Party Websites and Mobile Device Applications.** We may offer dealers, our affiliates, or business partners the ability to give you secure access to your Account information on their respective websites and mobile device applications ("Third Party Site Access"). Your use of such Third Party Site Access will be optional. The Online Policies and Agreements apply when you elect to use Third Party Site Access. Third Party Site Access does not involve us sharing your Account information with our dealers, affiliates, or business partners.

**9. Privacy Choices for Personal Family or Household Purpose Accounts.** If your Account is for personal, family, or household purposes, you will have privacy choices regarding the use and sharing of your customer information. You may change those privacy choices within the Online Account Services section

of the Website to limit our ability to share. Any change that you make to those privacy choices within the Online Account Services section of the Website may take up to seventy-two (72) hours to take effect.

Please refer to the customer privacy policy and any accompanying cover letter we deliver to you for a full explanation of the privacy choices applicable to you. You receive a customer privacy policy from us when you first become our customer and at least once a year thereafter.

**10. Online Availability of your Customer Privacy Policy and other Important Disclosures.** After login to your Online Account Services, you may be able to view certain important policies and disclosures for each Account you have added to your Online Account Services. The types of policies and disclosures available for viewing on any of your Accounts added to your Online Account Services will depend on the status of your Account and whether your Account was opened for personal, family or household purposes or business purposes. If you have added an Account to your Online Account Services that is for personal, family or household purposes, you will be able to view your current customer privacy policy for that Account.

**11. Your Choice to Receive your Customer Privacy Policy and Other Important Disclosures in only Electronic Form.** You may choose to receive certain important policies and disclosures only in electronic form for each Account you have added to your Online Account Services. The types of policies and disclosures that you may choose to receive only in electronic form will depend on the status of your Account and whether your Account was opened for personal, family or household purposes or business purposes. If you have added an Account to your Online Account Services that is for personal, family or household purposes, you will be able to choose to receive your current customer privacy policy for that Account only in electronic form.

When you make a choice to receive a policy or disclosure only in electronic form, an image of that policy or disclosure will be available to you after login to your Online Account Services and except in limited circumstances, we will stop mailing that policy or disclosure to you. Even if you have chosen to receive a policy or disclosure only in electronic form, we may mail that policy or disclosure to you if we are required to by law, another person on your Account prefers to receive that policy or disclosure in paper form, you delete the Account from your Online Account Services or if we otherwise determine in our sole discretion to send that policy or disclosure to you in paper form.

We may send you emails to your Account Management email address related to the choices you make to receive policies and disclosures in only electronic form including without limitation, confirmations regarding your choices and the availability or delivery of those policies and disclosures to you in electronic form. If your Account Management email address changes or becomes disabled, you will notify us immediately by updating your Account Management email address on the Website. We may send these emails to you whether or not the address you choose includes a designation for delivery to the attention of a particular person and whether or not anyone other than you is able to access and/or read emails sent to the address. We cannot ensure that emails will be received including without limitation if third party services fail to transmit emails.

We may terminate your choice to receive a policy or disclosure only in electronic form at any time and for any reason, including without limitation, if you violate the terms of your Account, your Online account Services or the Website, you revoke your agreement to the Online Policies and Agreements or

Consent to Electronic Communications and Agreements, or either you or we otherwise terminate your Online Account Services in whole or in part.

This section regarding Your Choice to Receive your Customer Privacy Policy and Other Important Disclosures in only Electronic Form does not apply to your billing statements. Please refer to the Suppression of Paper Billing Statements section for information about receipt of your billing statements in only electronic form.

**12. Account Access Across Digital Channels.** You may view or access your Accounts on any of our Websites or Mobile Device applications (our "Digital Channels"). If you add or remove an Account to or from one of our Digital Channels, that Account will also be added or removed to or from our other Digital Channels.

**13. Viewing your Account History.** You may view the transaction history for your Account in all of our Digital Channels (the "Account History"). The Account History for an Account will reflect all debits and credits posted to your Account (each a "Transaction"). It can take up to three (3) business days from the date a Transaction is posted to your Account for that Transaction to appear in your Account History.

**14. Emails and Texts regarding your Online Account Services.** Emails and texts we send you regarding your Account or Online Account Services or otherwise related to the products and services we offer may not be encrypted.

Certain Email and text including SMS text notifications are available to you depending on your Online Account Services. If available on our Website, you may request us to send you certain optional Email or text including SMS text notifications. We will send you other mandatory Email notifications automatically, when applicable, such as Emails or texts to verify your identity through MFA. If available on our Website, you may also request us to send mandatory notifications by text including SMS text. We cannot ensure that Emails and text messages will be received including without limitation if third party services fail to transmit Emails and text messages.

We may send you an email that contains a link to our affiliate or business partner website. A digital tracking code may be embedded in that link. When you click the link, it allows us to track your online movement and activity while on our affiliate or business partner website.

**15. Pay Online Terms and Conditions.**

a. General Description of Pay Online Features. Pay Online is a service available to our customers who register for Online Account Services. Except as otherwise explained in these Pay Online Terms and Conditions, you may use Pay Online to authorize one-time or recurring electronic payments on one or more of your Accounts. You acknowledge that the origination of electronic debit transactions to your bank account must comply with the provisions of United States law and the rules of the National Automated Clearinghouse.

b. Copies of Documents. During the period we retain documentation for your Account, you may request a paper copy of these Pay Online Terms and Conditions or any authorization to make a recurring or one-time payment by calling the applicable phone number listed in Section 27. We will provide the copies to you free of charge. You may print any page from Pay Online or print or download any electronic notice or communication we send to you in our secure Website Support Center if you satisfy the hardware, software and other requirements described in the Consent to Electronic Communications and Agreements.

c. Choosing the Amount and Post Date of Payments Scheduled Using Pay Online. You may authorize a one-time or recurring payment in any amount that is at least \$5.00 but no more than your payoff estimate, including an amount that is more or less than the total monthly payment due under your Account; provided, however, if you authorize us to Pay the Total Amount Due on your Account, the payment shall be in that amount.

You may designate a posting date for a one time or recurring payment that is before or after the due date of any payment due under your Account; provided however you may not schedule a onetime payment more than 60 days in advance of the payment's due date.

Additionally, if you enter a payment post date after our cut off hour of 5 p.m. Central Time, we may change the payment post date of your payment to the date of our next business day. We will alert you if the date you designate is past the due date of the next monthly payment due on your Account. Regardless of the payment amount or payment effective date you schedule using Pay Online, you are responsible for complying with all of the terms and conditions of your Account, including, without limitation, your agreement to make all payments when due and in the amount required by your Account. Therefore, we recommend that when using Pay Online, you schedule your payments in amounts and with effective dates that will satisfy your payment obligations under your Account. If you do not make any payment when due and in the amount required by your Account, regardless of whether that payment is made using Pay Online or any other payment method, we will have the rights and remedies available under your Account or otherwise available at law or in equity.

d. Authority to Add a Bank Account to Pay Online. To use Pay Online to authorize electronic payments on your Account, you must use the Add Bank feature of Pay Online. You use the Add a Bank Account feature to link a bank account to your Account. When you add a bank account and schedule a one-time or recurring electronic payment on your Account from that bank account, you authorize us to debit (take) electronic payment(s) from that bank account as scheduled. You promise that you have the authority to authorize us to debit the scheduled payment(s) from the bank account you have chosen.

e. Prepayment of your Account and Application of Payments to your Account. You understand and agree that if you schedule a one-time or recurring payment using Pay Online, that payment will be processed even if your Account is prepaid at the time of processing or the payment results in a prepayment of your Account. You may contact our customer service by calling the applicable phone number listed in Section 27 if you need assistance in determining how any payment including a prepayment will be applied to your Account and whether prepayment of your Account benefits you. You may also refer to your Account contract for the rules governing how payments including prepayments will be applied to your Account.

f. Insufficient Funds. Funds must be available in the linked bank account when a Pay Online electronic payment is processed against that account. If a scheduled Pay Online payment fails because the linked bank account contains insufficient funds to satisfy the entire amount of your scheduled payment, you are not relieved of your responsibility to timely pay any amount then due in accordance with the terms and conditions of your Account.

g. AutoCheque. AutoCheque is our electronic payment authorization program that you can use to authorize us to automatically take your monthly payment on an Account from a designated bank account. If you have authorized the payment of your Account using AutoCheque, you can also enroll and make payments through Pay Online. Please contact us using the applicable phone number listed in

Section 27 for more information on how to use AutoCheque to make payments on your Account and how payments including prepayments will be applied to your Account. You may also refer to your Account contract for the rules governing how payments including prepayments will be applied to your Account. AutoCheque is not available to customers of Toyota Credit de Puerto Rico Corp.

h. Termination or Revocation of the Payment Service by You. You may terminate or revoke the Payment Service by clicking, tapping or swiping designated links in the Payment Service section of the Application as appropriate and as more particularly described below.

(i) Termination of the Payment Service. To terminate the Payment Service, cease using and delete all versions of the Application from each of your Mobile Devices. Deletion of the Application will not cancel any payments you have scheduled using the Payment Service. You must follow the Cancel Scheduled Payment process to cancel a payment made using the Payment Service; provided, however, the Payment Service payments that are in process cannot be cancelled using the Payment Service or other direction to us.

(ii) Revocation of One-Time Payment. To revoke or cancel a one-time payment scheduled using the Payment Service, click or tap View Payments and follow the onscreen process. Please refer to paragraph g (i) for instructions on how to terminate the Payment Service.

(iii) Payments in Process. You are not permitted to, and the Payment Service will not permit you to affect, change, revoke or terminate a one-time payment if that payment is in process. This means, among other things, that if you or we terminate the Payment Service, that revocation or termination will not revoke or terminate any payment that is in process and the Payment Service will otherwise prohibit you from revoking any one-time payment, while that payment is in process. A payment is in process on the payment post date of the payment.

(iv) Contact your Bank. You also may have the legal right to revoke electronic payments by contacting the bank where you hold the linked bank account. Contact your bank to determine the information your bank needs to process your revocation and the time your bank needs to process any revocation.

i. Fees for use of the Payment Service. Right now, we will not charge you any monthly or payment transaction fees to use the Payment Service. We will notify you if we decide to impose any fees for use of the Payment Service in the future. Nothing in this paragraph relieves you of your responsibility to pay any amount, fee or charge you may owe us under your Account. Also, you will be responsible for paying any amount you may owe other persons or companies related to the use of the Payment Service or any bank account linked to the Payment Service. For example, a bank may charge a fee in connection with electronic payments debited to (taken from) a bank account you have linked to your Account in the Payment Service.

j. Account Management Email Address. When we send you e-mails related to the Payment Service, we will send those e-mails to the e-mail address you identify in your registration records for Application Account Services (your "Account Management Email Address"). If your Account Management Email Address changes or becomes disabled, you will notify us immediately by updating your email address on the My Profile section of one of our websites (each a "Website"). If you update your Account Management Email Address on the My Profile section of the Website, that change will take effect within 24 hours. You understand and agree we may send e-mails to your Account Management Email Address whether or not that address includes a designation for delivery to the attention of any particular person

and whether or not anyone other than you is able to access and/or read e-mails sent to your Account Management Email Address.

k. **Email and Text Notifications.** Certain email, text, in-app or push notifications may be available to you as the Payment Service user. If available on the Application, you may request us to send you an email or text confirmation, when you schedule a payment using the Payment Service (each a "Confirmation"). When we send you a Confirmation, we will use the email address or mobile phone number, as applicable, that you provide when you request the Confirmation. We will send you other Email or text notifications automatically, when applicable, including without limitation when a payment you scheduled using the Payment Service fails due to insufficient funds or other reason. We will send in-app or push notifications if you opt-in to these notifications.

**16. Prohibited Conduct.** You will not use your Online Account Services or the Pay Online feature thereof to: (a) conduct any fraudulent or illegal activity; (b) violate any statute, regulation or other legal authority; (c) violate our patent, trademark, service mark, copyright or other intellectual property rights or those of any other person or company; (d) interfere with or obtain unauthorized access to our computer systems or those of any other person or company; (e) impersonate our identity or that of any other person or company.

**17. Accuracy of Information.** You represent and agree that all information you provide to us in connection with your Account or your Online Account Services and the Pay Online feature thereof is true, correct and complete. You agree not to misrepresent (lie about) your identity or your authority to view billing statements and other Account information or to schedule an electronic payment using Pay Online.

**18. Due Date Change Requests.** You may request a change to the due date for the monthly payment required by your lease agreement or finance contract. A due date change cannot be processed if your account is past due, if you have a lease that is near maturity, or if you have not made the first payment required by your lease agreement or finance contract. If you are leasing your property through us and your current due date is within 17 days of your request, your request will be considered for the following month. You may request to change the due date by a total of no more than 29 days during your lease agreement or finance contract. You may not submit more than one due date change request at a time for the same account. Your due date change is not effective until we have received your completed and signed Due Date Change Agreement, along with any required payment, and has notified you that your request has been approved and processed. You must make your required payment by the current due date until you have received notice from us that your new due date is effective. All terms of your Due Date Change Agreement will apply.

**19. Protect Your Personally Identifiable Information.** You will keep secret your Online Account Services password (your "Password"), your security questions and answers (your "Security Questions"), and any Verification Code you may receive from us to verify your identity through MFA. You understand that if you allow someone else access to your Mobile Device, that person may have access to Communications that we may send to you that could be used in combination with your Password to access your Account. You will tell us immediately if you believe there has been an unauthorized use of your Password, your Security Questions, your Verification Code, your Account or Online Account Services or the Pay Online feature thereof. Please tell us by calling the applicable phone number listed in Section 27. We will not be responsible for any loss or damage you may suffer as a result of someone using your Password, Security

Questions, or Verification Code, whether with or without your permission or knowledge. If you give your Password, Security Questions, or Verification Code to someone else or allow someone else to use your Account or your Online Account Services or the Pay Online feature thereof, you will be responsible for all actions taken by that person, including, without limitation, the scheduling of any payments or the updating or removal of any payments scheduled on your Account, even if that person exceeds your permission

**20. Stoppage of Online Account Services Features and Changes to Online Account Services Agreement.**

The Online Account Services Agreement cannot be changed and we do not give up any of our rights under the Online Account Services Agreement unless we agree in writing, you accept the change on the Website or you continue using your Online Account Services following notice to you of any changes. We may stop offering any Online Account Services feature or change the Online Account Services Agreement or any feature of your Online Account Services at any time. A change may take the form of an addition or deletion. We will notify you of any change to the Online Account Services Agreement or any Online Account Services feature or our intent to stop offering an Online Account Services feature. We will notify you by one or more of the following means at our sole discretion: we will prompt you to accept by clicking as a condition to your continued use of the Website and/or your Online Account Services; we will send notice of the change or stoppage to the mailing address for your Account or your Account Management Email address; and/or we will post a notice of the change or stoppage on our Website for a period of 30 calendar days. If you use your Online Account Services after the effective date of a change or stoppage or you click to accept the change or stoppage, you indicate your agreement to the change or stoppage.

**21. Termination of your Online Account Services by Us.** We may terminate or suspend your use of any or all of your Online Account Services including Pay Online at any time with or without reason and without notice to you.

**22. Other Agreements You Have with Us.** The Online Account Services Agreement will not change any of the terms and conditions of your Account. If the Online Account Services Agreement contradicts any of the terms of your Account, the terms of your Account control.

**23. Indemnification.** You agree to indemnify and hold us and our agents, officers, employees, affiliates, and business partners harmless from any and all claims, liabilities, damages, costs and expenses (including, without limits, reasonable attorneys' fees and costs) caused directly or indirectly by or arising directly or indirectly out of your use of your Account or your Online Account Services, including Pay Online, or your violation of the Online Policies and Agreements. When you agree to indemnify and hold another person or company harmless, you agree to protect, defend and pay for certain amounts. You will not be responsible for indemnifying us or holding us harmless from any claims, liabilities, damages, costs or expenses caused solely by or solely arising out of the gross negligence or intentional misconduct of us, our agents, officers, employees, affiliates, or business partners.

**24. DISCLAIMER OF WARRANTIES.** WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING YOUR ONLINE ACCOUNT SERVICES AND THE PAY ONLINE FEATURE THEREOF AND THE INFORMATION PROVIDED OR TO BE PROVIDED THROUGH THOSE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO GUARANTY OR PROMISE THAT YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF WILL BE UNINTERRUPTED, ON TIME, SECURE OR WITHOUT MISTAKE OR ERROR.

25. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR: ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY OR ARISING DIRECTLY OR INDIRECTLY OUT OF THE FOLLOWING EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (A) THE USE OF YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF; (B) THE FAILURE, INTERRUPTION OR AVAILABILITY OF YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF; (C) THE TIMELINESS, ACCURACY, COMPLETENESS, MISDELIVERY OR THE FAILURE IN DELIVERY OF ANY SERVICES OR INFORMATION, INCLUDING E-MAILS, AVAILABLE OR TO BE MADE AVAILABLE OR DELIVERED THROUGH OR AS A PART OF YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF; (D) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY INFORMATION, NOTICES OR OTHER COMMUNICATIONS OF OR RELATED TO YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF; (E) ANY OTHER MATTER RELATED TO YOUR ONLINE ACCOUNT SERVICES OR THE PAY ONLINE FEATURE THEREOF.

26. **Enforceability.** If any part of the online account services agreement or the Consent To Electronic Communications And Agreements is not valid, then to the extent possible, that part will be interpreted according to the intent of you and us and the other parts of the online account services agreement and the consent to electronic communications and agreements will remain valid. IF YOUR STATE OF RESIDENCE DOES NOT PERMIT A LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DISCLAIMERS OF CERTAIN WARRANTIES AS DESCRIBED IN THE ONLINE ACCOUNT SERVICES AGREEMENT, THEN ALL OR A PORTION OF THOSE SECTIONS MAY NOT APPLY TO YOU.

27. **Contact us.** You may contact us by phone at 833-277-3701.

[Online Privacy Policy \(applicable to all Website users\)](#)

Effective Date: May 01, 2023

Toyota Motor Credit Corporation and its affiliates and subsidiaries, including but not limited to Toyota Motor Insurance Services, Inc., Toyota Lease Trust, and Toyota Credit de Puerto Rico Corp., and/or their respective subsidiaries and assignees (collectively, "TMCC") respect your concerns about privacy. This Privacy Policy describes the types of personal information we may obtain about you through any website operated by TMCC and any interactive feature, mobile device application, or other service that posts a link to this Privacy Policy, as well as any offline activities through which we obtain information about you (each, a "Service," and together, the "Services"); how we may use the information; with whom we may share it; and the choices available to you regarding our use of the information. We also describe measures we take to protect the security of the information and how you can contact us about our privacy practices.

Click on one of the links below to jump to the listed section:

- [Information We Obtain](#)
- [How We Use the Information We Obtain](#)
  - [Third-Party Analytics Services](#)
  - [Interest-Based Advertising](#)
- [Information We Share](#)

- [Your Rights and Choices](#)
- [How We Protect Personal Information](#)
- [Children’s Privacy](#)
- [Links to Third-Party Services and Features](#)
- [Updates to Our Privacy Policy](#)
- [How to Contact Us](#)
- [California Privacy Statement](#)

### **Information We Obtain**

The types of personal information we may obtain through your use of the Services include:

- Contact information, such as name, mailing address, zip code, email address, and telephone number;
- Information required to register for and log in to your Online Account, such as Online Account number, password, vehicle identification number, Social Security number, username, and email address;
- Information we receive from you on applications for credit or other forms, such as your assets and income;
- Information we receive from you about your transactions with us, or from our affiliates or others (as permitted by law), such as your account balance, account activity, purchase and payment history;
- Geolocation data, including from your mobile device(s) or vehicle(s), with your permission;
- Information about your use of the Services; and
- Other information you choose to provide to us.

When you use our Services, we may obtain certain information by automated means, such as cookies, web beacons, web server logs, embedded scripts, browser fingerprinting, recognition technologies, and other similar technologies. A “cookie” is a text file that websites send to a visitor’s computer or other internet-connected device to uniquely identify the visitor’s browser or to store information or settings in the browser. A “web beacon,” also known as an internet tag, pixel tag or clear GIF, links web pages to web servers and cookies and may be used to transmit information collected through cookies back to a web server. The information we collect in this manner may include your device IP address, Internet Service Provider, unique device identifier, web browser characteristics (including type and version), system font, device characteristics (including device platform, version, and settings (e.g., Wi-Fi, Bluetooth, GPS)), operating system, plug-ins, system fonts, language preferences, referring/exit page URLs, clickstream data, page visits, and dates, times and durations of website visits.

We may use these automated technologies to collect information about your equipment, browsing actions, and usage patterns. These technologies help us to (1) remember your information so you do not have to re-enter it; (2) track and understand how you use and interact with our Services; (3) tailor the Services around your preferences; (4) measure the usability of our Services and the effectiveness of our communications; and (5) otherwise manage and enhance our Services.

Your browser may tell you how to be notified about certain types of automated collection technologies and how to restrict or disable them. Please note, however, that without these technologies, you may not be able to use all of the features of our Services. For mobile devices, you may be able to manage how your device and browser share certain device data by adjusting the privacy and security settings on your mobile device.

### **How We Use the Information We Obtain**

We may use the personal information we obtain through your use of the Services to:

- Process customer applications and credit approvals, including by performing customer and credit risk modeling;
- Manage and administer customer accounts, including by linking customer accounts with other online accounts with which we have a business relationship;
- Personalize your experience with our Services and offerings;
- Communicate with you, including by responding to your information requests and inquiries;
- Manage our communications with you (including your email notification preferences);
- Advertise and market our products and services, and the products and services of others (both affiliates and non-affiliates);
- Provide, operate and maintain our business, products and services (including the Services and their interactive features);
- Provide customer and dealer support and relationship management;
- Analyze, evaluate and improve our business (including developing new products and services; assessing third-party vendors and service providers; optimizing, maintaining, enhancing and monitoring the usage of our Services; performing data analytics, categorization, decision-making, and market research; and performing billing, payment, fulfillment, financial reporting, accounting, auditing and other internal functions);
- Maintain and enhance the safety and security of our Services, users, business, products and services, including by detecting, preventing and addressing technical issues relating to our Services, and preventing the misuse of our Services;
- Exercise our rights and remedies, protect and defend our rights or property, and defend against legal claims;

- Protect against, identify, investigate and prevent fraud and other criminal activity, wrongdoing, claims and other liabilities; and
- Comply with, audit and enforce applicable legal and compliance requirements and obligations, relevant industry standards and TMCC policies and procedures, including this Privacy Policy, our [Online Account Services Agreement](#), and [Online Terms of Use](#).

We also may use the information in other ways for which we provide specific notice at the time of collection.

#### *Third-Party Analytics Services*

We may use third-party analytics services through our Services, such as Google Analytics and Adobe Analytics. The information we obtain through the Services may be disclosed to or collected directly by these services. To learn more about Google Analytics, please visit <https://www.google.com/policies/privacy/partners/>. To learn more about Adobe Analytics, please visit <https://www.adobe.com/privacy.html>.

#### **Information We Share**

We may share the information we obtain about you with our affiliates, such as our parent, subsidiaries, and other affiliated companies in the Toyota corporate group. These companies may include other financial service companies (e.g., Toyota Financial Savings Bank, Toyota Motor Insurance Services, Inc.) and non-financial services companies (e.g., Toyota Motor Sales U.S.A., Inc., authorized Toyota and Lexus dealerships and other dealerships with which we have a business relationship, including Bass Pro Shops corporate stores and independent dealerships, White River Marine Group and its affiliates, independent Toyota and Lexus dealership marketing associations, private Toyota distributors, and nonaffiliate third parties that request information about your account.

We also may share your personal information with companies (including other financial services companies) offering similar products and services to us, and with financial institutions with whom we have joint marketing agreements. Further, we may share your personal information with social media and technology companies. We also may share the information we obtain about you with service providers who perform services on our behalf, such as website hosting, data analytics, account management, payment processing, debt collection, marketing, advertising and other services. We do not authorize our service providers to use or disclose the information except as necessary to perform services on our behalf or to comply with legal requirements.

We also may disclose personal information (1) if we are required to do so by law or legal process (such as a court order or subpoena); (2) in response to requests by government agencies, such as law enforcement authorities; (3) to establish, exercise or defend our legal rights; (4) when we believe disclosure is necessary or appropriate to prevent physical or other harm or financial loss; (5) in connection with an investigation of suspected or actual illegal activity; or (6) otherwise with your consent.

We reserve the right to transfer any personal information we have about you in the event we sell or transfer (or contemplate the sale or transfer of) all or a portion of our business or assets (including in the event of a merger, acquisition, joint venture, reorganization, divestiture, dissolution, or liquidation).

## Your Rights and Choices

We offer you certain choices in connection with the personal information we collect from or about you. To learn more about the privacy choices that may be available to you, you may refer to the customer Privacy Policy mailed to you, review the My Privacy tab under the My Profile section of our website, or call us at 1-800-422-7220.

If you wish to unsubscribe from any promotional email or text message that we may send to you, please follow the unsubscribe instructions included in each such communication.

If you are a resident in California, Connecticut, or Virginia, you may have certain rights regarding your personal information. Please note that personal information we collect in connection with certain of the Services you obtain for personal, family or household use, including your personal account with TMCC, is not subject to the requirements of these privacy laws because such data is already protected under existing federal privacy laws, including the Gramm-Leach-Bliley Act. Please see [TMCC's GLBA Privacy Policy](#) for more information about our privacy practices with respect to such data.

If you are a California resident, for more information about your privacy rights, please see the [California Privacy Statement](#) of this Privacy Policy.

If you are a Connecticut or Virginia resident and you use the Services or interact with us in an individual or household capacity (and not in a commercial or employment context), you may have certain rights regarding your personal information, as described below.

You or your authorized agent may (1) request access to, or correction or deletion of, your personal information, or (2) appeal our decision with respect to a request you have submitted, in the following ways:

- For Toyota Motor Insurance Services:
  - By visiting [www.BassProFinancial.com](http://www.BassProFinancial.com) or calling 1-866-422-7220.

If you choose to exercise any of these rights, you have the right to not receive discriminatory treatment by us.

## How We Protect Personal Information

We maintain administrative, technical and physical safeguards designed to protect the personal information you provide against accidental, unlawful or unauthorized access, destruction, loss, alteration, disclosure, or use.

## **Children’s Privacy**

Our Services are designed for a general audience and are not directed to children. In connection with our online Services, we do not knowingly solicit or collect personal information online from children under the age of 13. If you believe that a child under age 13 may have provided us with personal information, please contact us as specified in the [How to Contact Us](#) section of the Privacy Policy.

## **Links to Third-Party Services and Features**

For your convenience and information, our Services may provide links to other online services, and may include third-party features such as apps, tools, widgets and plug-ins. These online services and third-party features may operate independently from us. The privacy practices of the relevant third parties, including details on the information they may collect about you, are subject to the privacy statements of these parties, which we strongly suggest you review. To the extent any linked online services or third-party features are not owned or controlled by TMCC, we are not responsible for these third parties’ information practices.

## **Updates to Our Privacy Policy**

We may update this Privacy Policy from time to time and without prior notice to you to reflect changes in our personal information practices. We will indicate at the top of the Notice when it was most recently updated. If the changes are material, we will provide notice of the changes on our website prior to the changes becoming effective.

## **How to Contact Us**

If you have questions regarding this Privacy Policy or our privacy practices, please call us at 1-800-422-7220 or email us at [tfs\\_office\\_of\\_privacy@toyota.com](mailto:tfs_office_of_privacy@toyota.com).

## **CALIFORNIA PRIVACY STATEMENT**

Effective Date: January 1, 2023

This California Privacy Statement (“Statement”) supplements TMCC’s Privacy Policy. The Statement addresses personal information we collect online and offline. This Statement does not apply to TMCC’s personnel, vendor or business-to-business customer representatives, or to customer or consumer data covered by GLBA or FCRA.

This Statement uses certain terms that have the meaning given to them in the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and its implementing regulations (collectively, the “CCPA/CPRA”).

## 1. Collection and Use of Personal Information

We may collect (and may have collected during the 12-month period prior to the effective date of this Statement) the following categories of personal information about you:

- **Identifiers:** identifiers such as a real name, alias, postal address, telephone number, email address, account name
- **Online Activity:** Internet and other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding your interaction with websites, applications, or advertisements.

We may use (and may have used during the 12-month period prior to the effective date of this Statement) the categories of personal information listed above for the purposes described in the Privacy Policy and for certain business purposes specified in the CCPA/CPRA, such as:

- Performing services, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing services, providing analytics services, providing storage or providing similar services
- Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance
- Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of your current interaction with us
- Helping to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate for these purposes
- Debugging to identify and repair errors that impair existing intended functionality
- Undertaking internal research for technological development and demonstration
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by us
- Providing advertising and marketing services, except for cross-context behavioral advertising (which is addressed in the “Sale or Sharing of Personal Information” section of this Statement)

## 2. Collection and Use of Sensitive Personal Information

We do not collect or use personal information for the purpose of inferring characteristics about individuals (and have not collected or used this type of personal information during the 12-month period prior to the effective date of this Statement).

## 3. Sources of Personal Information

During the 12-month period prior to the effective date of this Statement, we may have obtained personal information about you from the following categories of sources:

- Directly from you
- Through your device
- Data brokers
- Advertising networks
- Social networks
- Data analytics providers
- Government databases

#### **4. Retention of Personal Information**

We retain personal information for the period reasonably necessary to achieve the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by applicable law, taking into account relevant statutes of limitations and our records retention requirements and policies.

#### **5. Sale or Sharing of Personal Information**

We do not sell or share your personal information in exchange for monetary consideration.

**We do not have actual knowledge that we sell or share personal information of minors under 16 years of age. We do not sell or share sensitive personal information.**

#### **6. Disclosures of Personal Information**

During the 12-month period prior to the effective date of this Statement, we may have disclosed your personal information to certain categories of third parties, as described below.

We may have disclosed the following categories of personal information about you for a business purpose to the following categories of third parties:

<b>Category of Personal Information</b>	<b>Category of Third Party</b>
Identifiers	<ul style="list-style-type: none"><li>• Our affiliates</li><li>• Our service providers</li><li>• Data analytics providers</li><li>• Advertising networks</li></ul>

	<ul style="list-style-type: none"> <li>• Internet service providers</li> <li>• Operating systems and platforms</li> <li>• Government entities</li> <li>• Social networks</li> <li>• Data Brokers</li> </ul>
Online Activity	<ul style="list-style-type: none"> <li>• Our affiliates</li> <li>• Our service providers</li> <li>• Data analytics providers</li> <li>• Advertising networks</li> <li>• Internet service providers</li> <li>• Operating systems and platforms</li> <li>• Government entities</li> <li>• Social networks</li> <li>• Data Brokers</li> </ul>

## 7. California Privacy Rights

You have certain choices regarding your personal information, as described below.

- Access: You have the right to request, twice in a 12-month period, that we disclose to you the personal information we have collected, used, disclosed, and sold about you during the past 12 months.
- Correction: You have the right to request that we correct the personal information we maintain about you, if that information is inaccurate.
- Deletion: You have the right to request that we delete certain personal information we have collected from you.

### **How to Submit a Request.**

You or your authorized agent may (1) request access to, or correction or deletion of, your personal information, or (2) appeal our decision with respect to a request you have submitted, in the following ways:

- For Toyota Motor Insurance Services:
  - By visiting [www.BassProFinancial.com](http://www.BassProFinancial.com) or calling 1-866-422-7220.

For authorized agents, we may require the individual's signed permission demonstrating the agent has been authorized by the individual to act on the individual's behalf.

For questions or concerns about our privacy policies and practices, please contact us as described in the [How To Contact Us](#) section of the Privacy Policy.

**Verifying Requests.** To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to your personal information or complying with your request. If you request access to, or correction or deletion of your personal information, we may require that you provide certain information to confirm your identity and/or locate your personal information in our records. In addition, we may require you to sign a declaration under penalty of perjury that you are the individual whose personal information is the subject of the request.

**Additional Information.** If you choose to exercise any of your rights under the CCPA/CPRA, you have the right to not receive discriminatory treatment by us. To the extent permitted by applicable law, we may charge a reasonable fee to comply with your request.

#### Online Terms of Use (applicable to all Website users)

**Availability of Products and Services.** The Website contains information about our products and promotional programs. Our products and services are not available in all jurisdictions. Please check with your local participating dealer for information regarding the products and services available in your area.

**1. Supplemental Terms of Use and Conditions.** In addition to the terms of use contained in the Online Policies and Agreements, supplemental terms of use and conditions may appear on specific pages of the Website. By clicking I Accept to the Online Policies and Agreements or by use of the Website, you agree to those supplemental terms of use.

**2. Errors and Negligent Use.** We are not responsible for errors or negligent use of the services offered by the Website, including input errors, negligent handling or sharing of passwords, and leaving a computer unattended while accessing the Online Credit Application or your Online Account Services as defined in the Online Account Services Agreement.

**3. Accuracy of Website.** While we make all reasonable efforts to ensure that all material on the Website is correct, accuracy cannot be guaranteed.

**4. Links.** The Website may contain hypertext links to other websites that are completely independent of the Website. We do not assume responsibility as to the accuracy, completeness, or authenticity of the information presented on any website accessed via such a link. A link to another entity's website should not be construed as our endorsement of such entity's website, products, or services.

5. **Information Only.** All of the content presented on the Website is for information purposes only and in no way creates any fiduciary relationship between us; you should seek appropriate tax, financial, or legal advice when necessary. No content on the Website constitutes an offer to buy or sell products, nor does it constitute an offer of a direct loan or lease. All finance and insurance programs described on the Website are available to qualified applicants only through us and participating dealers. All programs are subject to change or termination at any time. Final terms of purchase or lease are set by you and your dealer.

6. **Copyright.** The information contained on the Website is protected by copyright and may not be reproduced without our written consent.

7. **Changes to Our Online Terms of Use.** As permitted by law, we may change these Online Terms of Use and provide notice by posting a revised policy on this site. Your continued use of this Website after a revised Online Terms of Use has been posted signifies your acceptance of the revised Online Terms of Use.

8. **Questions, Comments or Concerns** Should you have any questions comments or concerns regarding the Website, our products and services or your Account as defined in the Online Account Services Agreement, please refer to the Contact Us section of the Website for the appropriate contact information.