

Delphi Privacy Policy

Updated: September 16, 2013

NOTICE: THIS DELPHI CONNECT PRIVACY POLICY (this "PRIVACY POLICY") IS AVAILABLE AT delphiconnect.com AND IT APPLIES TO YOUR RELATIONSHIP WITH DELPHI AUTOMOTIVE SYSTEMS LLC ("DELPHI"). YOUR WIRELESS CARRIER PRIVACY POLICY IS AVAILABLE FROM YOUR WIRELESS CARRIER AND IT APPLIES TO YOUR RELATIONSHIP WITH YOUR WIRELESS CARRIER.

Your privacy is important to us. We want you to understand the type of information that we collect regarding you and your use of our System. We also want you to understand how we handle and use your information. The terms of this Privacy Policy apply to anyone who interacts with our System, including everyone who visits the Delphi Connect Website, purchases the Module, and/or uses the Application Software.

1. Definitions

"You" means the person who interacts with our System by registering on our Website and/or using the Application Software.

"Us", "we" and "our" mean collectively Delphi Automotive Systems, LLC, its affiliates, and important licensors and licensees (not including your wireless carrier) involved in making the System available to customers.

"Module" means the Delphi Connect device that you purchased from your wireless carrier and installed in your vehicle.

"System" means collectively to the Module, Website, and Application Software.

"Delphi Connect Website" or "Website" means the website that is available at delphiconnect.com.

"Application Software" means collectively all software applications provided by us (whether accessed through use of the Website or downloaded onto a smartphone, tablet computer, or other device) that allows you to access your Account, interact with the Module, and/or otherwise access the System.

"Delphi Connect Account" or "Account" means your account with us that you access through use of the Application Software or Website by logging in with your user ID and password.

"PII" or "Personally Identifiable Information" means information that can be used to uniquely identify, contact, or locate a specific individual person or that can be readily used with other sources to uniquely identify a specific individual person.

2. Changes to this Privacy Policy

We may make changes to this Privacy Policy from time to time at our sole discretion. Please visit the Website on a regular basis to ensure that you are aware of the then current Privacy Policy. Access to the System by you constitutes your agreement to the then current terms of this Privacy Policy. Do not access the System if you do not agree with the provisions of this Privacy Policy.

3. Information we collect from You

In order for you to access the information and functionality made available to you by the System, certain information must be collected and stored by the System. We also reserve the right to collect information from you that relates to your perceived interest in related products and services.

- a. **Vehicle and Travel Information.** We may collect, develop, and retain vehicle information such as location, description, vehicle identification number, diagnostic information, direction of travel, Product information, etc.
- b. **Account Information.** We may also collect, develop, and retain information relating to your use of the System, including but not limited to the login ID and password associated with an Account. We may also track logs of your interactions with the System.
- c. **Communications with Us.** Account holders and visitors to the Website without Accounts may contact us with questions about the System and future offerings.
- d. **Cookies, Web Beacons, and IP addresses.** We reserve the right to use commonly-used tools, such as cookies, web beacons, and Internet Protocol ("IP") addresses, to facilitate your use of the System and to gather information. Some cookies may be session-based (i.e. they delete at the end of a session) while other cookies may be persistent-based (i.e. they remain after a session unless deleted by you). If you disable your web browser's ability to accept cookies, you may be disabling your ability to effectively access some aspects of the System.

We do not continuously or routinely monitor or track the location or speed of vehicles associated with a user Account. Delphi only knows the location or approximate speed of such vehicles, as calculated from GPS data, when:

- the Live Tracking feature is enabled;
- required by law;

- required to protect our rights or property, or to protect the safety of you or others;
- required by us for research or troubleshooting purposes; or
- required by you or us for the delivery of services that you have requested

4. Use/Disclosure of Your Information

We may use the information collected from you, your vehicle, and your interactions with the System for the purposes of delivering the applicable services to you. We may also use your information for the purposes of statistical analyses performed on an aggregated basis, or for the purpose of identifying desirable customizations of those services. We do not sell, rent, or exchange your information with third parties who are unrelated to making the present or future versions of the System available to you for your use. We may use your contact information to make you aware of new service offerings and products that are in some way related to the System unless you affirmatively opt out of such communications.

Information that is not PII may be freely used or distributed to third parties because non-PII does not personally identify you or your household. Our use of your PII is subject to the terms of this Privacy Policy.

5. Termination

Upon termination of your Account, we will retain all personal and vehicle information only as long as reasonably necessary for the fulfillment of the aforementioned purposes or for a period of time necessary to comply with any applicable law, regulation, statute of limitation, and/or corporate policy.

6. Disclosure/Use of Your Information

We share your information for the purpose of making the System accessible to you, and for the purposes of identifying potential future options that you may be interested in.

We may also provide aggregated statistics about use of the System and related telematics service information to third-party vendors, but these statistics will not include any PII.

We may utilize third party services in support of your Account that are located outside of China.

When required, we may be compelled to release information to comply with the law or orders of courts or other governmental authorities, or to enforce or apply the terms of the agreement with you, or between the various providers of the System. For example, we may be legally compelled to provide location data and other information to law enforcement agencies pursuant to validly issued subpoenas or even to a private party pursuant to a court order.

7. Protection of End User Information

We maintain data security measures to protect the loss, misuse, and alteration of the information under our control. For example, depending upon the applications, we employ the use of encryption technologies and user authentication systems such as passwords and personal identification numbers. All information is stored under secure measures with access limited only by our authorized employees. Delphi uses industry standard practices to protect the privacy of your information.

8. Your Consent

Notification of your privacy rights is given at the time at which your Account is activated by providing you a copy of this Privacy Policy. Activation of your Account constitutes an affirmative expression of your consent to be bound by this Privacy Policy. This Privacy Policy can be accessed and reviewed by you at any time. Your continued use of your Account constitutes behavior conveying your continued acceptance of the provisions of this Privacy Policy.

If at any time you determine that the terms set forth in this Privacy Policy are unacceptable to you, you should terminate your use of the System and terminate your Account.

9. Contacting Us – Concerns/Questions relating to this Privacy Policy

If you have any questions or concerns, please feel free to send us an e-mail at delphiconnect_support@delphi.com

10. Terms of Use

This Privacy Policy is part of the Terms of Use (the “**Agreement**”). Compliance with the terms of the Agreement enables you to access and benefit from the System. Any dispute relating to this Privacy Policy is subject to the dispute resolution provisions in the Agreement. If you do not agree to be bound by the terms of this Privacy Policy and the terms of the Agreement, do not access the System.