

# ***CARFIT CORP. Privacy Policy***

*Last Updated: February 25, 2021*

CARFIT CORP. (“CARFIT”, “we”, “us” or “our”) is committed to maintaining the confidentiality, integrity, and security of personal or investment portfolio information and related information or data (“User Information”) collected from our users. This Privacy Policy explains the privacy practices we have adopted to protect our users’ User Information collected from our Sites, including Sites viewable on mobile devices (“Mobile Applications” or “Mobile Apps”) and CARFIT Mobile Applications.

As used in this Privacy Policy, the term “Site” includes all websites and all devices or applications that collect User Information from you that we operate that link to this Privacy Policy, pages within each such website, device, or application, any equivalent, mirror, replacement, substitute, or backup website, device, or application and pages that are associated with each such website, device, or application. CARFIT’s privacy and security standards are intended to help guard against identity theft and provide security for your User Information.

In addition to this Privacy Policy, we have established Terms of Service that set forth the general rules and policies governing your use of the Sites. A copy of the Terms of Service can be found [here](#).

Please note: The laws and regulations in different countries impose different (and even conflicting) requirements on the Internet and data protection. The servers that make the Sites available worldwide are located in the United States. All matters relating to the Sites are governed by the laws of the state of Oregon, without reference to its conflicts of law rules that would result in the application of the laws of another jurisdiction. Please note that any information you provide will be transferred to the United States, and by using the Site or providing us your User Information, you authorize this transfer.

## 1. How we use your information

1.1 We use and disclose your User Information only as follows: (a) to analyze Site and Platform usage and improve the services provided through the Sites and Platforms (the “Services”); (b) to deliver to you any administrative notices or alerts and communications relevant to your use of the Services; (c) to fulfill your requests for certain products and Services; for market research, project planning, troubleshooting problems; (d) detecting and protecting against errors, fraud, or other criminal activity; in connection with a merger, sale of substantially all of our assets, or corporate reorganization; (e) and to enforce our Terms of Service and as otherwise set forth in this Privacy Policy.

1.2 Except as noted above, we do not and will not share, sell or rent your User Information to anyone, for any reason, at any time.

## 2. We limit the information we collect.

CARFIT may collect the following categories of User Information about you through the Sites:

2.1 Registration Information. When you register for a Service, you will be asked for basic registration information, such as an email address, phone number, name, and password.

2.2 Identification Information. You may also be asked to provide identification information to confirm your identity, including your first and last name, company, and zip code.

2.3 Third Party Credentials. You may also enter in certain passwords, usernames, account numbers, and other account information for third party sites and Internet services (“Third Party Sites”).

2.4 Information from Third Party Sites. In order to display information to you through a Service, we may collect, on your behalf, your account and other User Information from Third Party Sites that you register under your account via the Service. For example, if you register your Google Analytics account with us, we will aggregate your Google Analytics' information via our Site in order to present it to you.

2.5 Other Information. If you use our mobile application we may collect the IP address, unique identifier of the device, operating system version and app version for the purpose of providing you with our services.

2.6 We do not ask you for, access or track any location based information from your mobile device at any time while downloading or using our Mobile apps or services.

### 3. Protection of Collected Information & Security

3.1 We take very seriously the privacy of your User Information. We use, SSL 128-bit encryption techniques, and authentication procedures, among others, to maintain the security of your online session and to protect CARFIT accounts and systems from unauthorized access. We may also place cookies and similar files on your hard drive for purposes such as security, to facilitate site navigation, and to personalize your experience on our Site. Our cookies do not identify you by name as an individual or by account number except as described in this Privacy Policy. See the "How we use cookies" section below for more information.

### 4. How we use the information we collect

4.1 Customer Data. CARFIT does not own and shall not be responsible for User Information that you authorize us to retrieve or submit to the Service in the course of using the Service. You, not CARFIT, shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all User Information, and CARFIT shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Information. CARFIT will have the right to exploit aggregated User Information or data generated by or on behalf of CARFIT in connection with the Service and to provide aggregate, de-identified data to third parties, so long as such data is presented in the aggregate and does not identify you.

4.2 We may use the information you provide about yourself and about your Third Party Sites to fulfill your requests for our products, programs, and Services, to respond to your inquiries about our Services, and to offer you other products, programs, or services that we believe may be of interest to you.

4.3 In order to allow you to use certain Services, we may be required to verify your identity or the identity of your vehicle. To do so, we may, directly or through third parties, use information you provide to verify information you provide against third party databases or through other sources. We may also use your information to verify your identity in the event you contact us for assistance with the Sites or Services.

4.4 We may use your information to pre-fill form fields on the Sites for your convenience.

### 5. Using Your User Information.

5.1 In certain situations, we may use or share your User Information: (a) to respond to subpoenas, court orders, or legal process; (b) in order to investigate, prevent, defend against, or take other action regarding violations of our Terms of Service, illegal activities, suspected fraud, or situations involving potential threats to the legal rights or physical safety of any person or the security of our network, Sites or Services; (c) to respond to claims that any posting or other content violates the rights of third parties; (d) in an emergency, to protect the health and safety of our Sites users or the general public; (e) or as otherwise required by law.

5.2 We may outsource some tasks to affiliated companies or third parties and may share your User Information with those companies or third parties if reasonably necessary to enable them to assist in fulfilling the requests you make or the transactions you conduct via the Sites, including the operation of certain Site functions and Services that require access to information you supply online. In such cases, if such affiliated companies or third parties acting on our behalf are given access to the User Information you have supplied to us, we require that the companies abide by our privacy policy and institute safeguards to protect the confidentiality of your information.

5.3 Analyzing User Behavior. We may use your information for internal analysis such as analyzing user behavior in aggregate for research.

5.4 Technical Information. When you visit our Sites, we may collect technical and navigational information, such as computer browser type, Internet protocol address, pages visited, and average time spent on our Site. This information may be used, for example, to alert you to software compatibility issues, or it may be analyzed to improve our web design and functionality.

5.5 Mobile Information. When you use the mobile versions of our Sites, we may collect the unique device identifier assigned to that device by phone makers, carriers, or makers of the operating system (the "Device ID"). Device IDs allow CARFIT and other app developers to uniquely identify your device for purposes of storing application preferences and other data. We may use your Device ID for security purposes. For example, if you have activated a feature that limits access to a Service from a specific device, our systems will access the Device ID from each device you attempt to access the Service with to determine if the device is the specific authorized device. Additionally, we may use Device IDs to monitor suspicious activity. For example, if we detect that a single account on a Site is being accessed from multiple devices, as determined by tracking the Device IDs that access an account, we may contact the user to ensure that such access has been authorized by the user.

5.6 User Feedback. Any feedback, questions, comments, suggestions, ideas, or the like that you send to CARFIT will be treated as being non-confidential and nonproprietary, and CARFIT will be free to use such information for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products and services incorporating the information and using the information for marketing purposes.

5.7 Change of Control. If our company or our assets are acquired by another company, or in the event of a merger, consolidation, change in control, transfer of substantial assets, reorganization, or liquidation, we may transfer, sell, or assign to third parties information concerning your relationship with us, including, without limitation, personally identifiable information that you provide and other information concerning your relationship with us. Such third parties will assume responsibility for the User Information collected by us in connection with our business operations or through our Sites and such third parties will assume the rights and obligations regarding such information as described in this Privacy Policy.

## 6. Emails from which you may "Opt-Out"

6.1 CARFIT complies with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003. CARFIT provides users periodic Site-related notifications, newsletters, or other information via email. Users may elect to stop receiving such messages at their discretion. If you no longer wish to receive periodic email updates from CARFIT, you may update your account preferences on the Site. You may also follow the unsubscribe instructions included in each promotional email. However, please note that certain Services-related email messages that we send users are necessary for the proper functioning and use of the Services, and users who participate in such Services do not have the ability to opt-out of such email messages, push notifications, or other communications related to such services.

## 7. Third Party Providers

7.1 We may use third party service providers to help us analyze certain online activities. For example, these service providers may help us measure the performance of our online promotions or determine Site activity, and to provide valuable information on the configuration, status, maintenance, service bulletins, recalls, etc. of Your vehicle. We do not share any personally identifiable information about our users with these third parties, and these third parties do not collect such information on our behalf, however, when necessary, CARFIT may use your vehicle's VIN to access vehicle specific data for Your benefit and the benefit of CARFIT's platform and services.

## 8. Cookies

8.1 How We Use Cookies. To enhance your experience with our Sites, many of our pages use "cookies." Cookies are text files that are placed on your computer to store your preferences or for other record-keeping purposes. Cookies and other user tracking mechanisms (e.g., local shared objects), by themselves, do not tell us your email address or other personally identifiable information unless you choose to provide this information to us by, for example, registering at our Site. However, once you choose to furnish us with personally identifiable information, this information may be linked to the data stored in the cookie or other tracking mechanism. We may use cookies and other user tracking mechanisms, including "persistent cookies", which will remain on your computer even after you close your browser, to understand Site usage and to improve the content and offerings on our Sites. For example, we may use cookies to personalize your experience at our Site (e.g., to recognize you by name when you return to our Site), and to save your password in password-protected areas. We also may use cookies to offer you products, programs, or services. While most browsers are set to accept cookies and other tracking devices by default, you can set yours to refuse tracking devices or to alert you before accepting them. However, by disabling tracking devices, you may not have access to the entire set of features of our Sites. Your browser manufacturer has information on changing the default setting for your specific browser.

8.2 Other Internet Technology. CARFIT may use standard Internet technology, such as web beacons and similar technologies, to track your use of the Site or to track your response to email messages that we send you in connection with the Sites or Services. Web beacons (sometimes called transparent GIFs, clear GIFs, or web bugs) are small strings of code that provide a way for us to deliver a small graphic image (usually in CARFIT) on a web page or in an email. Web beacons can recognize certain types of information on your computer such as cookies, the time and date a page is viewed, and a description of the page where the web beacon is placed. CARFIT may use web beacons to improve your experience on the Site, including to provide you with content customized to your interests and to understand whether users read email messages and click on links contained within those messages so that the Site can deliver relevant content. Our web beacons may collect some contact information (for example, the email address associated with an email message that contains a web beacon).

8.3 We use analytics software to allow us to better understand the functionality of our Mobile Applications on your mobile devices. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from.

## 9. No Guarantees

9.1 While this Privacy Statement expresses CARFIT's standards for protection of personally identifiable information, CARFIT is not in a position to guarantee that the standards will always be met. There may be factors beyond our control that may result in unintentional disclosure of data. We follow generally accepted industry standards to protect the User Information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your User Information, we cannot guarantee its absolute security and are not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information.

9.2 In the unfortunate event that your “personally identifiable information” (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by email (at our sole and absolute discretion) to the last email address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation.

## 10. Ownership of data and changes to your User Information

10.1 Your data belongs to you, and you can remove it anytime you want. To cancel your CARFIT account, log into your account, navigate to your account settings, navigate to your plan subscription, and click “Cancel”.

10.2 If you ask us to delete your account, we will use commercially reasonable efforts to remove your data from our servers. Despite such removal, portions of your data may remain on our production and back-up servers indefinitely.

10.3 If you wish to access User Information that you have submitted to us or to request the correction of any inaccurate information you have submitted to us, you may correct certain information via your user account. Alternatively, you can send an email that includes your contact information to [support@car.fit](mailto:support@car.fit) to request any corrections to your User Information.

## 11. Changes to this Privacy Policy

11.1 We regularly re-evaluate our privacy and security policies and adapt them as necessary to deal with new challenges. We reserve the right, at our discretion, to make changes to this Privacy Policy from time to time, so please review it frequently. You may review updates to our Terms of Service and Privacy Policy at any time via links on <http://www.car.fit>. You agree to accept electronic communications and/or postings of revised versions of this Privacy Policy on <http://www.car.fit> and agree that such electronic communications or postings constitute notice to you of the revised version of this Privacy Policy. If we make material changes to this Privacy Policy, we will notify you here, by email or by posting a notice on our home page.

## 12. European Economic Area

12.1 If you are accessing the Site while in the European Economic Area, please review our GDPR notice available [here](#).

## 13. Contact Information

13.1 We welcome your comments or questions about this privacy policy. You may also contact us at our address (Attn: CARFIT, 530 Lytton Avenue, 2nd floor, Palo Alto, California, 94301) or email us at [support@car.fit](mailto:support@car.fit).