

Continental Automotive Systems, Inc.

VoicR[®] App Privacy Statement

Effective Date: January 2, 2017

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1. Introduction

This Privacy Statement (“Statement”) applies only to personal information Continental Automotive Systems, Inc. (“Continental”, “we,” “us,” and “our”) collects about you when you use the VoicR Application (“App”).

This Statement does not cover information that

- We collect offline, or on any other Continental apps or website, including websites you may access through this App.
- You provide to or is collected by any third party. (See “[THIRD-PARTY INFORMATION COLLECTION](#)”).

Our website and apps, and these third parties may have their own privacy policies, which we encourage you to read before providing information on or through them.

Please read this Statement carefully to understand our policies and practices regarding your information and how we will treat it. By downloading, registering with, or using this App, users (“users,” “you,” and “your”) agree to this Privacy Statement. If you do not agree to the terms and conditions of this Statement, do not download, register with, or use this App. This Statement may change from time to time (see [Link to “[CHANGES TO THIS PRIVACY STATEMENT](#)”]). Your continued use of this App after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

2. Information We Collect and How We Collect it

We collect information directly from you when you use the App, for instance when you download the App, register for an account with us through the App, or transact with us through the App. In addition, we collect information automatically when you use the App. The types of information we collect from you depends on the services and features you use on the App.

Information You Provide to Us

When you download, register with, or use this App, we may ask you provide information:

- By which you may be personally identified, such as full name, email address, or any other identifier by which you may be contacted online or offline (“**Personal Information**”).
- That is about you but individually does not identify you, such as click-stream information (sites you have visited or links you have clicked).

This information may include:

- **Account Information.** This includes your name (first name only), e-mail address, log-in information (such as usernames and passwords); and other personal information tied to your account on the App.
- **Password.** Your user password is hashed by standard encryption library, the hash value is stored.
- **Communication Radius.** If you choose to your location to connect to other users nearby we store your defined communication radius. We also share you username with others within the defined communication radius for the period of time that you have the app open and those users are within that defined radius and using the app.
- **Jointed Channel.** If you choose to talk to someone in a system or user defined Channel, we store the channel name. We also share your username with the other users in that channel for the period of time that you have the app open.
- **Followers.** While you are in a channel or within your defined communications radius of others, those users have the option of following you and they will be able see your username in their friend list even after you close the app. When they follow you, they will be notified you login into the app.
- **Avatar Picture.** You may choose an Avatar to represent you. We record the Avatar and share it with other app users. Please be aware that Avatar picture may hint at your possible gender.
- **User Defined Channel.** If you decide to create your own channel we record the name of the channel and share the name of the channel with other users in this App.
- **Content and Other Information You Provide to Us.** These include any additional content and information that you voluntarily provide us, such as content you submit through or relating to the App or by contacting us for help regarding the App.

You may provide information to be published or displayed (“Posted”) on public areas of channels established through the App (Collectively, “**User Contribution**”). Your User Contribution are Posted and transmitted to others at your own risk. Please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of third parties with whom you may choose to share your User Contribution. Therefore, we cannot and do not guarantee that your User Contribution will not be viewed by unauthorized persons.

Automatic Information Collection and Tracking

When you download, access, and use the App, it may use technology to automatically collect:

- **Usage Details.** When you access and use the App, we may automatically collect certain details of your access to and use of the App, including traffic data, location data, logs, and other communication data and the resources that you access and use on or through the App. For instance, we record the day and time of your last

login. Unless you are using the Try Me mode or you logout, you are logged into the App automatically each time you use it.

- **Device Information.** We may collect information about your mobile device and internet connection, including the device's unique device identifier, IP address, operating system, browser type, mobile network information, and the devices' telephone number.
- **Stored Information and Files.** The App also may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, and audio clips.
- **Location Information.** This App collects real-time information about the location of your device.

If you do not want us to collect this information, do not download the App or delete it from your device. For more information, see [YOUR CHOICES](#).

Information Collection and Tracking Technologies

Cookies, Web Beacons, and Other Similar Technologies. Cookies or web beacons serve to improve your experience when using the App. Cookies are small text files placed on your mobile device or browser by apps, websites, online media, and advertisements that uniquely identify your mobile device. Web beacons are small pieces of information that are embedded in images on the pages of websites. We may use cookies and web beacons to improve your experience on the App, such as remembering you when you return to the App, anonymously track interest in and collect aggregate information on the App, and analyze traffic patterns on the App. We may also work with service providers that use cookies and web beacons to collect information about your visits to the App and to other apps and websites you may visit, and to serve advertisements to you across the Internet based on that information.

3. How We Use Information

We use the information that we collect about you or that you provide to us, including any personal information, to

- Provide you with the App and its contents, and any other information, products or services that you request from us.
- Fulfill any other purpose for which you provide it.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- Notify you when App updates are available, and of changes to any products or services we offer or provide through it.
- Communicate with you about your inquiries, and related news, as well as to send you promotional emails, surveys, newsletters, or notifications.

The usage information we collect help us to improve our App and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preference, allowing us to customize our App according to your individual interests.
- Speed up your searches.
- Recognize you when you use the App.

We may use location information to help us provide recommendations to you based on your location, serve you with advertisements or direct you to a product or service that we believe may be of interest to you. If you request it, we also use location to connect to you to other users within a communications radius that you define. We do not store your location history.

We may use your information for other purposes not listed above, but that are disclosed to you at the time of collection.

4. Disclosure of Your Information

We may share your information with the following entities for the following purposes:

- Our subsidiaries and affiliates for research, safety, quality, usage, functionality, administrative, and/or other business purposes
- Contractors, service providers, and other third parties we use to support our business;
- Law enforcement, government agencies, and other third parties, to comply with the law, legal requests, to enforce our website policies, or to protect the rights and safety of you or others;
- To third parties, for any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets;
- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the “email a friend” feature of our App, we will transmit the contents of that email and your email address to the recipients;
- For any other purpose disclosed by us when you provide the information;
- With your consent;
- To enforce our rights arising from any contracts entered into between you and us, including the [App EULA](#) and for billing and collection.
- If we believe disclosure is necessary or appropriate to protect the rights, property or safety of Continental, our customers and others. This includes exchanging information with other companies and organizations for the purpose of fraud protection and credit risk reduction.

In addition to the above, we may also use your information for any purpose or share it with any third party if we anonymize it so that it no longer reasonably identifies you.

5. Children’s Personal Information

The App is not intended for children under the age of 13 and it is not designed to attract such children. We do not knowingly collect personal information from children under the age of 13. 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.

6. Third-Party Information Collection

The App may contain links to other apps and/or websites, such as to our partners’ apps and/or websites and other third party apps and/or websites. We are not responsible for the privacy practices or content of such other apps and/or sites.

When you use the App or its content, certain third parties may use automatic information collection technologies to collection information about you or your device. These third parties may include:

- Any manufacturer of accessories that you may use to work with this App such as FLIC.
- Analytic companies.
- Your mobile device manufacturer,
- Your mobile service provider.

They may use this information to provide you with interest-based advertising or other targeted content.

We do not control these third parties’ tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

7. Your California Privacy Rights & How We Respond to Do-Not-Track Disclosures

California Civil Code Section 1798.83 permits App users who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us at the address provided at the bottom of this Statement.

We do not support “Do Not Track” settings and do not currently participate in any Do Not Track frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your personal information.

8. How We Secure Your Information

We have implemented reasonable security measures to protect against the loss, misuse, or alteration of the personal information you provide us. We may use third party products and services to secure or store your personal information.

The safety and security of your information also depends on you. Where you have chosen a password for access to our App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving our information in public areas of the App like channels. The information you share in public areas may be viewed by any users of the App.

Please understand that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any personal 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 data security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using VoicR 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 App. We may post a notice via the App 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 written notice of a security breach.

We may keep your personal information for as long as we need it for purposes such as:

- providing services to you;
- enabling us to contact you; and,
- allowing us to engage in research, evaluation of use, and troubleshooting.

We will anonymize or dispose of your personal information when we no longer have a legitimate business need for it.

9. Your Choices

We strive to provide you with choices regarding the personal information you provide to us. This section describes mechanisms we provide for you to control certain uses and disclosures of over your information.

- **Location Information.** You can choose whether or not to allow the App to collect and use real-time information about your devices’ location through the device’s privacy setting. If you block the use of location information, the App may then be inaccessible or not function properly.
- **Marketing Communications.** You may opt-out of commercial communications by contacting us at voicr@continental-infotainment.com or by utilizing the unsubscribe feature in an e-mail or updating your settings within your mobile device. We will process your requests promptly, but please be aware that it may take us some time to respond to your request and, in some circumstances regarding marketing opt-out requests, you may receive additional messages until your request is processed.

We do not control third parties’ collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way.

You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI’s website.

10. Accessing and Correcting Your Personal Information

If you would like to request to update, modify, or delete your personal information that we have collected, you can create or change your privacy preferences by editing your App profile settings. You may also request to be completely removed from our database by emailing us at voicr@continental-infotainment.com, but this may limit your ability to use the App.

If you delete your User Contributions from the App, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other App users. Proper access and use of information provided on the App, including User Contributions, is governed by our [End User License Agreement](#).

11. Changes to this Privacy Statement

We may update this Privacy Statement from time to time. When we post changes to this Statement, we will revise the “Effective Date” at the top of this Statement. If we make any material changes to this Statement, we will notify you by an in-App alert the first time you use the App after we make the change.

12. International Transfer of Information

If you choose to provide us with personal information, including sensitive information, we may transfer that information to our affiliates, partners, or to other third parties, across borders, and from your country or jurisdiction to the United States or other countries or jurisdictions around the world. If you are visiting from Canada, the European Union, or other jurisdictions with laws governing data protection that may differ from United States law, please note that you are transferring your personal information to the United States which does not have the same data protection laws as Canada or the EU and which may provide more limited recourse mechanisms, including dissimilar or, at times, weaker data protection rights. With knowledge of these risks, by providing your personal information you consent to:

- the use of your personal information for the uses identified above in accordance with this Statement; and,
- the transfer of your personal information to the United States and other countries as indicated above.

13. Assignment

In the event that all or part of our assets are sold or acquired by another party, or in the event of a merger, you grant us the right to assign the personal information collected via the App.

14. Disputes and Agreement to Arbitrate

By using the System, you and VoicR agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the System, or the breach, enforcement, interpretation, or validity of this Statement or any part of it (“Dispute”), both parties must 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 30 days in which to respond to or settle the Dispute.

Notice must be sent:

(1) to VoicR at:

VoicR App,
Business Unit Infotainment and Connectivity,

Continental Automotive Systems, Inc.,
21440 West Lake Cook Road,
Deer Park, IL 60010, or

(2) to you at: the contact information on file with VoicR.

Both you and VoicR 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. 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, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes must be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect in the Auburn Hills, Michigan, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Statement, including any claim that all or any part of this Statement is void or voidable.

15. Choice of Law

This Statement has been made and will be construed in accordance with the laws of the State of Michigan, without giving effect to any conflict of law principles. The parties acknowledge that this Statement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Statement will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

The date the Privacy Statement was last revised is identified at the top of the page. You are responsible for ensuring that we have an up-to-date active and deliverable email address for you and for periodically visiting this Privacy Statement to check for any changes.

16. How to Contact Us About this Privacy Statement

Should you have any questions regarding this Privacy Statement or our privacy practices, in general, please contact us by email at voicr@continental-infotainment.com or write to us directly at:

Continental Automotive Systems, Inc.
Attn: VoicR App Privacy Statement,
Business Unit Infotainment and Connectivity,
Continental Automotive Systems, Inc.,
21440 West Lake Cook Road,