

TERMS OF USE WITH RESPECT TO THE NissanConnect Lite

A. General Conditions

1. **Parties.** Nissan Motor (Thailand) Co., Ltd., a private limited company incorporated under the laws of Thailand with a registered address at 74 Moo 2, Bangna-Trad (KM. 21) Road, Srisajarakae-yai, Bangsaothong, Samutprakarn Province, Thailand ("**Nissan**," "**we**," or "**us**") retains the licenses and rights to operate the NissanConnect Lite (the "**Application**") which enables you as the user ("**you**") to use innovative functions and connected car services (the "**Services**").
2. **Terms.** These Terms of Use (the "**Terms**") constitute the Agreement between you and Nissan regarding the Services. You can only use the Services after accepting the Terms by clicking the "Accept" button. Upon acceptance, you are bound by the Terms and any later changes or amendments to them. We can change the Terms at any time after giving advance notice to you. Changes will not apply retroactively and will become effective immediately after clicking the "Accept" button. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Terms.
3. **Services.** You acknowledge and agree that the Services will be offered to an owner or authorized user of Nissan vehicle in Thailand and for your use of the vehicle in Thailand only. By downloading the Application and accepting the Terms, you confirm that you are the owner or authorized user of the vehicle. The Services apply to one vehicle only and may not be transferred to other vehicles. The information and details of Services shall be described in the manual documents (collectively, the "**Manual**") as Nissan will provide to you. The Manual shall be deemed an integral part of these Terms. To use the Services, you must have an authorized telematics control unit (the "**TCU**") which is installed in your Nissan vehicle (the "**Vehicle**"). Your Vehicle must have adequate battery power for the TCU to operate. The TCU contains GPS technology and records information about real time vehicle location, mileage and driving pattern not limited to speed, sudden acceleration or braking. It also monitors the health of the vehicle, for warnings. Once activated, the Services transmit data via the mobile network connectivity module in the TCU. The TCU and the Application transmit data to and from Nissan or approved vendor on behalf of Nissan. To properly use the Application, your smartphone must have Android OS v.8.0 or later, or Apple iOS v.12.0 or later.
4. The Services and the TCU involve software that we may need to update or change from time to time. You agree to allow this to be done remotely without notifying you. You acknowledge and agree that if you install the Application without installation of the TCU in your Vehicle, the Services which require interoperation with the TCU cannot be offered, including among others, locating your Vehicle. We will offer the Services to you in accordance with the standards as specified in these Terms and in accordance with applicable laws. By downloading this Application, you acknowledge that your Vehicle's location will always be tracked in order that the Services provided with the Application can be operated properly. Please contact Nissan Customer Care Tel 0 2401 9600 to request a change to notify us if you wish to terminate the Services. Please note until you terminate the Services, we will still be able to track your Vehicles location, regardless of whether you delete the Application from your smartphone.

5. **Application Updates.** From time to time we may make updates or changes to the features, functionalities or offerings of the Application or any of the Services. The Application may automatically download and install updates as per your smartphone setting. These updates may take the form of bug fixes, new features, or new versions. You agree to receive such updates as part of your use of the Services. Depending on the update or change, you may not be able to use the Application or the Service until you have downloaded and installed the latest version of the Application, Service or other feature, browser or any other required components and accepted any applicable updated terms. We also reserve the right, without notice and for any reason, to discontinue the offering of all or any portion of the Application and/or any and all Services.
6. **Vehicle Requirements.** Your Vehicle must have a working electrical system for the TCU to operate properly. The TCU operates when installed and plugged into the Vehicle and will not work without adequate electrical and battery power. Further, the TCU may not work at all if you attempt to modify it or add any equipment or software in or to your Vehicle that is not expressly authorized by us or is otherwise incompatible with the TCU, including other aftermarket devices or products. The operation of the TCU may vary in different vehicles depending on the electrical systems of the vehicle and the version of the system or software in the vehicle.
7. **Third-Party Services.** You acknowledge that access to and use of any third-party services available through use of the Application may be subject to additional terms of service specified by the applicable third-party service provider.
8. **Third party sites, products, services, and links.** Your correspondence, dealings with, use of, or participation in promotions by other websites or services or any advertisers found on or through the Application are solely between you and such third party and at your own risk.
9. **Subscription plan and fees.** The Services are provided with data subscription secured by Nissan for the purpose of communications between the TCU and the service platform to enable us to provide the features in the Application. Your use continues for the period specified in your subscription plan, unless it is cancelled by you or by us pursuant to these Terms. Your initial subscription period shall be two years without any subscription fees for the Services. You are responsible for paying directly to all service providers all charges for services provided by them which are not expressly included in the Services.

B. Use of the Services

10. **Intellectual Property Rights.** Copyright in all pages, information and materials contained in the Application is owned by or licensed to Nissan and its affiliates unless otherwise specified. No part of the Application may be modified, stored in a retrieval system, transmitted, copied, distributed or used in any other way without our prior written consent. Nissan and its affiliates owns and/or licenses the trademarks, logos, service marks and trade names published on the Application and, unless prior written consent of Nissan and/or its affiliates is given, the use of any such trademarks, logos, service marks and trade names will not be permitted or licensed.

11. **Your agreements.** By accessing or using the Services, you confirm that you have reached 18 years of age and that you are able to enter into a binding contract under applicable laws. To access the Application, you are required to set up an account, login with a valid user ID and password. You promise to be fully responsible for the protection of your password. You cannot transfer your right to the Services to another Vehicle or another person without our agreement. You shall not use the Services in or with any vehicles that we do not support. We offer the Services to one account created and associated with Vehicle(s) of which you are the owner or permitted user. Nissan does not intend for and authorize the creation of several accounts simultaneously for receiving Services from Nissan in connection to the same Vehicle. Such use of the Services shall be deemed nonconforming and a violation of the Terms. We are not liable for your nonconforming and inappropriate use of the Services. You warrant that you are either the owner of the Vehicle who has registered as the person responsible for the Vehicle in the relevant national vehicle register (the "**Owner**"), or you are permitted by the Owner to use the Vehicle and thus also to use the Services in the Vehicle (e.g. the driver of a company car).
12. **Data Collection.** By using the Services, you agree to our collection and use of personal information about you, information relating to your vehicle usage behavior and your use of the Services and the Vehicle, and technical information about your Vehicle via the TCU (and related software, hardware and peripherals) through which you access or use the Application or Services to enable us to provide the relevant Services to you, to improve our services and products and to provide any Services to you.
13. **Functionality.** Some of the Services available via the Application will make use of and may rely on location data sent from your TCU. With the use of the Services, you consent to our and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data to provide and improve location-based and road traffic-based products and services.
14. **Errors.** You agree to inform Nissan immediately when you become aware of any errors, malfunction, loss or any other issues relating to the functionality of the TCU, the Application or the Services.
15. **Data Transmission.** You acknowledge and agree that communication and transmission of information using the Internet can never be completely secure or private. Any information that you send using the Application may therefore be read or accessed by others even if that transmission is encrypted.
16. **Your responsibility.** You are solely responsible for complying with all applicable laws, including traffic laws. The Application and Services which we permit you to use do not release you from your obligation and responsibility to comply with all applicable laws, including but not limited to any traffic laws. You agree to be responsible for all activities that occur with respect to your accounts or passwords. You warrant that the information you have provided to Nissan during registration and at all other times is true, accurate, current, and complete. You hereby undertake to immediately inform us of any change of information that you have provided to us. By using the Services in connection with your smartphone, you agree that we may communicate with you regarding the Services by various electronic means to your smartphone for the purpose of providing the Services and obtaining information about your

usage of the Services. If you learn that the Services have been used in breach of the Terms or that an unauthorized third party has carried out any illegal activity on the mobile network provided for the Services, you must inform Nissan accordingly without delay by using one of the methods made available to you by Nissan.

17. **Mobile network and GPS technology by third party service providers.** You acknowledge and agree that the TCU uses mobile network and GPS technology provided by certain third party service providers which are outside of our control. You further acknowledge and agree that we do not provide telecommunication network services. Not all Services are available everywhere, particularly in remote or enclosed areas, or on all vehicles, at all times. The Services cannot work unless your Vehicle is in areas where the telecommunications service provider offers services.
18. **Disruptions to Services.** You agree that there are other circumstances we cannot control which may prevent us from providing the Services to you at any given time or place or which may impair the quality of the Services or the network conditions without notification. Examples of such circumstances include unfavorable weather conditions, an out-of-service GPS, damage to important parts of your Vehicle or the TCU, mobile network congestion, or an unideal location of the Vehicle or the TCU (e.g. inside or immediately under a building, adjacent to high-voltage cables, or in high solar radiation conditions). You agree that Nissan is not responsible for any delay or failure in performance which could not have been prevented by taking reasonable precautions, which is caused by acts of nature, or which is otherwise attributable to causes beyond our reasonable control, such as equipment failures including those affecting the Internet, computers, telecommunication, or any other technology. We are not liable for the actions or inactions of any service providers or any third parties we contact for you or with respect to your Vehicle, nor will we be liable to you for our inability to contact any service providers or third parties in any particular situation.

C. Limitations of Liability, Disclaimer of Warranties, Indemnification

19. Specific Functions of the Services

19.1. **Driving Score.**

19.1.1. One of the Services that may be provided via the Application is a feature which collects and analyzes telematics data (driving behaviour, including where you drive), your location, and information regarding your driving behaviour is collected from your Vehicle and may be utilized by third parties to generate a driving score (“**Driving Score**”). This Driving Score may then be utilized by the third parties for optional services you can select via the Application. You accept that we may collect information that identifies you as an individual, relates to an identifiable person, or that can be identifiable to a specific device (“**Personal Information**”). We may collect Personal Information through your smartphone, the use of the Application, through third party services and/or through communications voluntarily provided by you. We may share this Personal Information with third party service providers which you have consented to. You accept that the optional third party service providers may require further Personal Information that we may have collected, or that we may

require you to volunteer to allow you to use the relevant services. The purpose of collecting such Personal Information is to permit us to provide the Services.

19.1.2. Limitations Relating to the Driving Score. By submitting Personal Information relating to other people to us or to our third-party service providers in connection with the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with these Terms and related privacy laws. The Driving Score feature of the Services may be impacted by factors including but not limited to network coverage, capacity, and reception, and, in any event, we do not guarantee the accuracy of your Driving Score provided through use of the Services.

19.1.3. Permissible Disclosures of Personal Information and the Driving Score. You accept that we may use Personal Information to:

19.1.3.1. qualify you for offers of insurance products and services from certain third party service providers;

19.1.3.2. qualify you for offers of Nissan or third parties' products and services;

19.1.3.3. send administrative information to you, provided that you acknowledge that your Driving Score derived from the Services does not guarantee you any insurance discount or other benefits even if it shows that you have good driving habits; and

19.1.3.4. for our business purposes, such as data analysis, audits, fraud monitoring and prevention, developing new products, enhancing, improving or modifying our Services, identifying usage trends, determining the effectiveness of our promotional campaigns and operating and expanding our business activities.

19.2. **Emergency Call.** When we receive an emergency signal due to airbag deployment from your Vehicle, as part of our Services, we will first attempt to verify your emergency, and if appropriate, contact third party emergency responders to respond to your emergency as well as the emergency contact you have last provided. You may choose to receive emergency assistance from the third party emergency responders at your expense. You agree that Nissan does not make any guarantees about the manner, timeliness, or outcome of such a third party response or even whether third party emergency responders will in fact respond to your emergency in a timely manner or at all.

19.3. **Mil On Notification.** The Application provides a platform to provide you with notifications about the current functioning of your Vehicle. For example, the Application may provide warnings about the Vehicles airbags, oil pressure, engine status, anti-lock brakes or brakes warnings, tire pressure, etc. You acknowledge that these warning messages are intended for information purposes only and may not be relied upon with absolute certainty to detect the absence or presence of any defects with the Vehicle. Absence of any warning provided through the Application does not entail that the relevant parts and components of your Vehicle are functioning properly.

- 19.4. **Alerts.** The Application will permit you to set zone alerts which will notify you if the Vehicle is used outside of certain predetermined zones. Further, you will be able to set a speed alert in order to notify you if a pre-set speed is being exceeded by the driver. Finally, the Application allows you to set a curfew alert, which will notify you if the Vehicle is being used outside of certain pre-set time slots. You acknowledge that these alerts may not always function as intended, and may not be relied upon by you. Utilizing any alerts provided by the Application does not absolve you from complying with all applicable local laws.
- 19.5. **Safety & Security.** The Application contains certain features which are designed to notify you of the relocation or any disturbance of your Vehicle while ignition is off. You acknowledge that these functions cannot accurately predict if your Vehicle has indeed been stolen, towed or disturbed. You further agree that you will not rely on the Application as a substitute for all other appropriate measures which should reasonably be taken by you in order to avoid theft.
20. **Warranty Disclaimers.** Except for the express warranties set out herein, the Application and the Services are provided "as is" and on an "as available" basis and to the maximum extent permitted under applicable law we disclaim all warranties, whether express, implied, statutory or other, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and make no representation of any kind that the Services, the Application, or any of the third party services will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, be available or operate in all geographic areas, meet any performance or reliability standards or be error free, or that any errors or defects can or will be corrected.
21. **No Reliance.** You expressly acknowledge and agree that the use of or any reliance upon any information or content available through your use of the Service is solely and completely at your own risk and responsibility, and that this information or content may not always be accurate. It is your sole responsibility to ensure that you (and/or any other user or occupant of your Vehicle) exercise good judgment and obey traffic rules and all other applicable laws and regulations when operating your Vehicle, accessing and/or using the Services, permitting others to use your Vehicle and/or evaluating whether the use of any of the Service features are safe and legal under the circumstances. The safety score, diagnostic data, and mechanics hotline service features are for informational purposes only, are designed to help identify the likely source of a problem based on the diagnostic codes triggered, and are not intended to replace actual in-person service evaluations.
22. **Limitation of Liability.** We are not liable to you for any damage of whatever nature, injuries to persons or property arising out of or relating to your, the occupants', or your Vehicle's use of the Services or the Application. We are similarly not liable for any damages caused by your own fault, such as when you have not correctly provided us with any information required, your failure to inform us of any changes to information, or your use of the Services not in accordance with the TCU and Manuals provided. Further, Nissan accepts no liability in connection with any interruptions to the network connection. Under no circumstances shall

Nissan or its affiliates, dealers, contractors, employees, agents, or third party vendors, partners, licensors, or suppliers be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to these Terms or resulting from your use of or inability to use the Services, or any other interactions with Nissan.

23. **Further Limitations of Liability.** You acknowledge that the Services and the Application have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that their features and functions meet your requirements. We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow any of our instructions or to have in place the minimum system requirements advised by us.
24. **No Liability for Third-Party Services.** We are not responsible to you for any loss or damage that you suffer as a result of using any third-party services. You should refer to the terms of service of the particular third-party service if you suffer a loss or damage as a result of using that third-party service.
25. **Indemnification.** You agree that you will indemnify, defend, and hold Nissan harmless from and against any and all amounts anyone else claims from us, plus any and all costs and expenses we may incur (including attorneys' fees) as the result of any claim, demand, or action alleging loss, costs, expenses, damages, or injuries arising out of or in connection with (i) the use, failure to use, or inability to use the Services by you, the occupants of your Vehicle, your employees, or third parties, except where the claims result from the gross negligence or willful misconduct of Nissan; (ii) the use or possession of data or information provided in connection with the Services; or (iii) claims for libel, slander, or any property damage, personal injury, or death, arising out of or related in any way, directly or indirectly, to the Terms.

D. Additional Rights and Obligations

26. **License.** We hereby grant you a personal, limited, non-exclusive and non-transferable license to download, install, and use the Application to access the Services on your smartphone for your own personal, non-commercial use according to the Terms. This license is conditioned on your acceptance of these Terms as well as all terms, conditions, and notices accompanying the Application and/or any of its content, which are the property of or licensed by Nissan. The license contained in this paragraph includes the right to use:
 - 26.1. any proprietary hardware of the TCU and related software, the data supplied with the software, and any updates or supplements to it;
 - 26.2. the Application software, the data supplied with the software, and any updates or supplements to it;
 - 26.3. the associated documentation for the Application (the "**Documentation**"); and
 - 26.4. images and videos, audio files, data files, animations and text provided by any service provider or its licensors.
27. **Undertakings.** You undertake:

- 27.1. not to translate, merge, adapt, vary, alter or modify, the whole or any part of the Application, the Documentation or the Service nor permit the Application or the Service or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Application and the Service on devices as permitted herein;
 - 27.2. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Application nor attempt to do any such things;
 - 27.3. to comply with all applicable laws in connection with your use of the Services and the Application, including all applicable technology control or export laws and regulations;
 - 27.4. not to use the SIM included within the TCU for any illegal or unlawful purposes, such as participating in any terrorist activity;
 - 27.5. to keep a secure password for your use of the Application and you will keep such password confidential; and
 - 27.6. to be responsible for any Internet or network access or charges by any Internet or network service provider or carriers with respect to use of the Application or Services on your smartphone.
28. **Customer service.** For assistance with questions regarding these Terms, you may wish to refer to the help section of the Application before contacting us by email at info@nissan.co.th or by phone at Nissan Customer Care Tel 0 2401 9600.
29. **Default Notifications:** We may set default feature notification preferences and you may modify these notification preferences.
30. **Termination.** You may terminate your access to this Application and/or request to terminate your subscription to the Services at any time. You acknowledge and agree that the termination of your access to, deactivation, or deletion of the Application does not constitute termination of your subscription of the Services. Instead, you may terminate the Services by contacting Nissan Customer Care 0 2401 9600 or by other methods as made available to you by Nissan. You acknowledge and agree that when you submit a request to terminate the Services, Nissan may review and process your request within 30 days from the date of your submission. Whenever we agree to terminate the Services according to these Terms, your right to use the Application and Services will be terminated.
31. **Suspension of Services.** Nissan may temporarily suspend, terminate or discontinue offering all or any portion of the Services or terminate these Terms at any time, upon notice and in accordance with the applicable laws. Upon termination, your right to use this Application shall cease. You acknowledge and agree that the termination of the Services does not release either party from any liabilities that, at the time of termination, had already accrued to the other party, or which may accrue in respect of any act before termination or from any obligation that survives the termination. To the extent permitted by law, we may suspend or stop providing some features if the license(s) we obtained from any third party for providing such features has expired or terminated.

32. **Transfer of ownership of the Vehicle.** You agree to inform Nissan if you transfer ownership of the Vehicle, if you are no longer entitled to use the Vehicle or if the Vehicle has been destroyed, by contacting Nissan Customer Care 0 2401 9600 or by other methods as made available to you by Nissan. In such case, you shall cease to use the Service and Nissan shall cancel your subscription to the Services. Upon the transfer of ownership of the Vehicle or when you no longer have the right to use the Vehicle, you agree not to access, use, or view the information about how and when the transferred Vehicle is driven, including speed, mileage, time of day, sudden accelerations, and sudden breaks and/or any information in connection with the Vehicle. You understand that to violate these conditions shall result in breach of these Terms and may also result in violation of applicable laws. If you fail to notify us, or if the new Owner reports that you are no longer authorized to use the Vehicle, Nissan is entitled to disconnect you from the Services without further warning or liability and may inform you that the disconnection has taken place. If you do not follow the procedures as provided by Nissan, Nissan shall not be liable for any access to your personal information by any other party who has the right to use the Vehicle, such as the assignee of the Vehicle's ownership or borrower.
33. **Use of the Vehicle.** If you allow another driver to use the Vehicle, or in case you transfer the ownership of the Vehicle to another person, you are responsible for informing the other driver or the transferee, as the case may be, about the Services and the associated data collection, use, processing, disclosure and transmission or transfer overseas.
34. **Governing law and jurisdiction.** These Terms shall be governed by the laws of Thailand and any disputes arising out of or relating to these Terms shall be resolved exclusively by the courts in Thailand.
35. **General conditions.** If any provision contained herein is found or held to be illegal, void or unenforceable, the legality, validity, and enforceability of the remainder of these Terms shall not be affected and shall stay in full force and effect. You agree that Nissan may amend the illegal, void, or unenforceable part of these Terms, provided that the amendment shall reflect the intention expressed by these Terms to the extent permitted by law. The failure of Nissan to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the same. Any waiver of any provision of these Terms shall be effective only if in writing and signed by Nissan. You may not assign these Terms, or any rights or obligations hereunder, without express written prior consent from Nissan. Nissan may assign, in whole or in part, these general Terms, or any rights or obligations hereunder. You agree to consent to such assignment and to provide all necessary assistance and support therefor, including execution of all documents, to the extent required upon receiving Nissan's written request to do so.
36. **Force majeure.** Nissan will not be liable for any loss or damages arising due to acts, events or causes which are beyond its reasonable control and prevent it from performing its obligations hereunder, including without limitation any wars, riots, acts of terrorism, epidemic diseases, civil commotion, fire, earthquake, storms, floods, failure of public utilities or common carriers, labour disputes, general strikes, lock-outs, and restrictions imposed by laws or regulations.
37. **Notification.** You agree and consent to Nissan and its affiliates to send commercial information or any information related to Nissan and its affiliates including but not limited to product and service information, financial and marketing information and promotion to you

through this Application. By the way, you may cancel or reject the delivery of such commercial information pursuant to the channel prescribed by Nissan.

I have read and understood the content of Term of Use, Data Privacy Policy and the consent, and I accept these terms and policies for using Nissan's services and applications.

DATA PRIVACY POLICY

About this policy

Nissan's commitment is to put customers at the heart of everything we do, so we believe that transparency is the key to every relationship. As such, we place great importance on security of your personal data and we want to be transparent about how we use it.

Below is our Data Privacy Policy that ensures your personal data will be handled properly. This policy applies to the personal data collected by Nissan: from the data we collect, how we use it, the controls we give over your information, and the measures we take to keep it safe.

How do we collect your Personal Data?

We may collect Personal Data directly or indirectly from:

- You, or your representative;
- Our business partners such as Nissan dealers, service providers, suppliers and contractors;
- Other entities in Nissan group affiliates; and,
- Government bodies or other organizations.

What kind of your Personal Data do we collect and hold?

The Personal Data we collect and hold will vary depending on what is required for us to perform our functions and responsibilities, and may include:

- Identity information (e.g. date of birth, details of identification card, passport information and official identification card and driver's license)
- Name, address and contact details (e.g. phone, email and fax)
- Personal circumstances (e.g. age, gender, marital status and occupation)
- Financial affairs information (e.g. payment details, bank account details, and information about business and financial interests)
- Information about your satisfaction on our products and services
- Professional information, if you apply for a job at NMT
- Information about the hardware and software you use for access, including IP address, browser type, language, operating system, application, access times, referring website address and cookie information.

How long will the Personal Data be held?

We will retain the Personal Data for as long as it is necessary or relevant for our legitimate business interests; for legal reasons; and to prevent harm, including as described in "How do we use and disclose the Personal Data" below.

How do we use and disclose the Personal Data?

We use or disclose the Personal Data in the following ways:

- To carry out our direct or indirect obligations arising from any contracts;

- To provide you with the information of products and services (e.g. sale transaction, after-sale service and warranty claim);
- To improve, maintain and develop our products and services;
- To communicate with you (e.g. send you service notifications, respond to you when you contact us, promote new products or services, and track information relating to your behavior in connection with products and services via tools or any applications launched by us) while you can control marketing communications and most Service notifications by using your notification preferences in account settings or via the “Unsubscribe” link in an email.
- To promote safety and security;
- To ensure that content from our website is presented in the most effective manner for you and for your computer;
- To process recruitment in case where you apply a job with us;
- To expedite the processing of your Personal Data;
- To disclose to other entities in Nissan group affiliate; and/or
- To comply with the applicable laws.

We rely on several legal bases to process the data. These include when you have given your consent, which you may withdraw at any time; when the processing is necessary to perform a contract with you, like the Terms of Service; and our legitimate business interests, such as in improving, personalizing, and developing the Services, marketing new features or products that may be of interest, and promoting safety and security as described above.

Whom might your Personal Data be disclosed to?

While we will protect your Personal Data against unauthorized disclosure, your Personal Data may be shared or disclosed*to the following entities or parties:

- Any member of our group including our subsidiaries, related corporations and Nissan group affiliates and with our ultimate holding company and its subsidiaries;
- Business partners, dealers, suppliers, service providers and contractors for the performance of any contract;
- Advertisement networks;
- Analytics and search engine providers;
- Credit reference agencies;
- Prospective seller or buyer of any business or assets;
- Our professional advisers such as consultants, auditors and lawyers;
- Entities providing insurance and warranty services;
- Public and governmental authorities; and
- Any other party to whom you authorize us to disclose your Personal Data to.

*** Subject to applicable laws.**

How do we disclose your Personal Data to overseas recipients?

We will only provide your Personal Data to an overseas recipient if we are legally allowed to do so under PDPA or other applicable laws.

How do we assure quality of your Personal Data?

We will take reasonable steps to ensure that the Personal Data that we collect is accurate, up-to-date, complete and correct.

We work hard to keep your data safe. Although, we use a combination of technical, administrative, and physical controls to maintain the security of your data, in reality there is no method of transmitting or storing data that is completely secure. However, if you have a security-related concern, please contact our Data Protection Officer (DPO).

How do we secure your Personal Data?

When it is necessary to provide your Personal Data to a third party, we will take appropriate steps to ensure that the third party will protect your Personal Data from loss, unauthorized access, use, modification or disclosure, and against other misuse.

What is your control over your Personal Data?

According to PDPA you have the right to:

- Access to your Personal Data;
- Rectify your Personal Data;
- Ask for your Personal Data to be erased;
- Object to collection, use and disclosure of your Personal Data;
- Request to suspend the use of your personal data; and
- Withdraw your consent

How to contact us?

- If you have questions, suggestions, concerns about this policy, or about our use of your information, please contact us at

Address: Nissan Motor (Thailand) Co., Ltd.

3 Rajanakarn Building, 27th Fl., South Sathorn Road, Yannawa, Sathorn, Bangkok
10120, Thailand

Telephone: 02339 3300 ext. 4336

E-mail: Data-Protection-Officer@nissan.co.th

- If you are seeking to exercise any of your statutory rights, or compliance with PDPA, our privacy policy, or to access or correct the Personal Data we hold about you, please contact our Nissan Customer Care at 0 2401 9600.

Please provide your contact details when making a complaint or request, and we will respond to you promptly.

We will not charge you any fees in dealing with your request regarding your Personal Data under this Policy. However, there may be a charge involved for us to process a request under PDPA that goes beyond a request regarding your Personal Data.

What are Cookies?

A cookie is an electronic token that is passed to your browser which passes it back to the server whenever a page is sent to you.

Our server generates one cookie. It is used to keep track of the pages you have accessed while using our server. The cookie allows you to navigate back and forwards through the web site and return to pages you have already visited. The cookie exists only for the time you are accessing our server.

Customer Consent

I, hereby give consent to Nissan, to collect, store, use and disclose my personal data, which include name, address, telephone number, fax number, e-mail, vehicle information, driving behavior, accident record, and etc. for the following purposes:

	Purpose	Consent
1.	To collect, store, use and disclose name, surname, address, telephone number, fax number, e-mail, and vehicle information for offering or presenting information in relation to Nissan’s and other related products including services, sales, promotions, campaigns, marketing/sales activities, service campaign, customers’ right in relation with products and services and newsletter.	<input type="checkbox"/>
2.	To collect, store, use and disclose name, surname, address, telephone number, fax number, e-mail, vehicle information, vehicle usage history, driving behavior, behavior relating to the use of product or service and other similar activities for research and development relating to products, marketing, services and statistical analysis.	<input type="checkbox"/>
3.	To collect, store, use and disclose name, surname, address, telephone number, fax number, e-mail, vehicle information, vehicle usage history for conduct satisfaction survey in relation to Nissan’s vehicle, other products, or services of Nissan	<input type="checkbox"/>
4.	To disclose information in item 1- item 3 to Nissan Authorized Dealers ¹ , contractor or third-party service providers (which established or processing data in Thailand) who is a data processor of Nissan for the purpose as described in item 1 – item 3.	<input type="checkbox"/>
5.	To disclose information in item 1- item 3 to Nissan’s third-party service providers (which established or processing data outside Thailand) who is a data processor of Nissan for the purpose as described in item 1 – item 3	<input type="checkbox"/>
6.	To disclose information in item 1- item 3 to Nissan’s Local Affiliates ² which established in Thailand for the purpose as described in item 1 – item 3	<input type="checkbox"/>
7.	To disclose information in item 1- item 3 to Nissan’s Overseas Affiliates ³ which established outside Thailand for the purpose as described in item 1 – item 3	<input type="checkbox"/>
8.	To disclose information in item 1- item 3 to Nissan Motor Limited, which is a parent company of Nissan for the purpose as described in item 1 – item 3	<input type="checkbox"/>

Accept all privacy consents

I have read and understood the content of Term of Use, and I accept these terms for using Nissan’s services and applications.

¹ Please find details of “Authorized Dealer” at www.nissan.co.th

² Please find details of “Nissan’s Local Affiliates” at www.nissan.co.th

³ Please find details of “Nissan’s Overseas Affiliates” at www.nissan.co.th