

## **AAADrive™ Terms and Conditions**

The Auto Club Group (ACG) is the second largest AAA club in North America. ACG and its affiliates provide membership, travel, insurance and financial services offerings to approximately 9 million members across eleven states and two U.S. territories (Florida, Georgia, Iowa, Michigan, Nebraska, North Dakota, Tennessee, Wisconsin, Puerto Rico, and the U.S. Virgin Islands; most of Minnesota and Illinois; and the northern portion of Indiana). AAADrive™ is an optional service provided to you by The Auto Club Group and is offered free to AAA Members residing in an ACG Club territory and/or to ACG Insurance Customers who have registered for the AAADrive™ Insurance Discount program.

The Terms and Conditions outline the unique terms related to your use of AAADrive. For purposes of the Terms and Conditions, you will be referred to as “You”, or “Your”. ACG will be referred to as “We”, “Us”, “Our”.

BY USING AAADrive, YOU AGREE TO THESE TERMS AND CONDITIONS AND THE AAA MOBILE TERMS OF USE. IF YOU DO NOT ACCEPT THEM, DO NOT USE AAADrive.

These Terms and Conditions do not change or amend in any way the Terms of Use set forth in the AAA Mobile application nor do these Terms and Conditions change or amend in any way the Usage Rules set forth in the App Store Terms and Conditions, or in the Google Play Terms of Service, whichever is relevant.

ACG reserves the right to modify the Terms and Conditions for AAADrive at any time. We will provide notice of material changes to these Terms and Conditions, and you agree that a message to your email address on file provides sufficient notice. Modifications to these Terms and Conditions can be viewed by accessing the Terms and Conditions section in AAADrive. You have the ability to opt out of AAADrive at any time. Continued participation in AAADrive will constitute Your acceptance of any revisions to these Terms and Conditions. Please check this page at Your discretion to view any changes as We may occasionally make updates.

AAADrive is provided free of charge however, please be aware that Your mobile carrier’s normal rates and fees, such as text messaging and data charges, will still apply. ACG is not responsible for any usage or data charges You incur while using AAADrive. ACG does not provide a smartphone to use AAADrive. ACG is not responsible for any damage to Your smartphone including but not limited to the loss of battery usage or software application error or viruses.

AAADrive is available to users of all ages however, if You are under the age of 18, You should review this Agreement with Your parent or guardian. Please make sure Your parent or guardian understands the Terms and Conditions.

AAADrive requires You to allow it to run on Your smartphone while driving but does not require or encourage Your use of Your smartphone while driving. Data will be transmitted to ACG through AAADrive, as soon as You have confirmed acceptance of these Terms and Conditions and AAADrive is activated on Your smartphone. As part of AAADrive’s functionality You will be able to view Your driving behavior and routes travelled.

AAADrive from time to time, may install upgrades, updates and additional features in order to improve, enhance and further develop the software.

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### **What data is captured and used by AAADrive?**

Data captured includes Your use of *AAADrive*, the start and end times of each journey, GPS information, accelerometer data, cellular call state and mobile device information including the battery level, IMEI and operating system. This data is used to derive information about Your *AAADrive* activity, journey including acceleration, speed, braking, mobile distraction as well as distance, time of day, and route travelled. The mobile device information is used solely for support functions and improving the customer experience. *AAADrive* **does not** collect or monitor phone conversations, call log data or touch input to Your smartphone. *AAADrive* allows You to reclassify journeys for which You were not the operator of the vehicle within 7 days of the journey date. Journeys cannot be modified after the 7 day window has expired. To ensure the operational functionality of *AAADrive*, We may periodically send a signal to Your smartphone if We have not detected recent activity.

The data collected by *AAADrive* is being used, among other things, to help ACG members and insurance customers learn more about their driving habits and driving patterns to improve driver safety and will serve as the foundation for ACG's usage based insurance discount program.

Data obtained by *AAADrive* term will **NOT** be used for rating or underwriting Your auto insurance policy today or in the future unless You are or become an ACG insurance customer who has formally contacted an ACG insurance agent or authorized Independent Insurance Agency affiliated with ACG or opted online and agree to the terms of the *AAADrive*™ Usage Based Insurance Participation Agreement.

Your personal driving information and related data, will be used as follows:

1. To provide You with driving feedback and coaching to help further strengthen your driving behaviours and skills.
2. To help Us to better understand safe driving behaviours which We will use to develop the underwriting of Our auto insurance policies and to inform Our development of similar products.
3. To gather and combine data for the purpose of data analysis in support of the *AAADrive* program.
4. All aspects of *AAADrive* are confidential and proprietary to ACG. Your information will remain confidential at all times to ACG and vendor partners that support operations for the *AAADrive* program. Your data will not be sold to other third parties or shared in any way unless required by law or regulation.
5. We will not disclose or use data obtained from *AAADrive* to resolve any claims You or another driver of Your vehicle may make with Us unless We receive a written request from You asking Us to consider the data.
6. Your data may be retained indefinitely, subject to state-specific time limits. Data collected through *AAADrive* is subject to state privacy protections and Our privacy policy which can be viewed on Our AAA.com website.

By using *AAADrive* You agree to enable Your location services on Your smartphone to record Your Journeys while You are in a private passenger vehicle and You consent to

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receive AAADrive™-related text messages (message and data rates may apply) and emails from ACG, its agents, affiliates and service providers. You consent to receive various marketing and discount offerings as an AAADrive user.

### **To use AAADrive You must:**

- a. be a current AAA member residing in an ACG Club territory and/or an ACG insurance customer participating in the AAADrive™ Insurance Discount program;

**NOTE:** ACG insurance customers also participating in the AAADrive™ Insurance Discount program must also complete a separate registration process.

- b. own a GPS enabled iPhone or a GPS enabled Android with the required OS compatibility; and
- c. successfully download AAAMobile and register in AAADrive.

### **Deactivating AAADrive**

You may discontinue use of AAADrive at any time. Logging out of the AAA Mobile App will not disable AAADrive and Journey recording. If You wish to no longer use AAADrive You can deactivate AAADrive by going to the **Help/More** page on AAADrive. Deactivation will stop the telematics functionality (e.g., Journey recording) on Your device and remove stored data on the AAADrive service. ACG may continue to utilize this data for analysis purposes only. If You reactivate AAADrive in the future You will have access to Your previous driving data, subject to state-specific time limits.