



## STRIKE ACCEPTANCE PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Strike Acceptance, Inc and its affiliates, Strike Acceptance SPV, LLC; Fuel Capital Group Inc.; FCG MotoHoldings Co.; SPV-FC, LLC; SPV-FCRETAIL, LLC, (collectively “Strike Acceptance”, the “Company”, “we”, or “us”) respect your privacy. This Privacy Policy Statement describes the ways we collect information from and about you, and what we do with the information, so that you may decide whether or not to provide information to us. By accessing our website or purchasing our products or services you agree to this Privacy Statement in addition to any other agreements we might have with you.

This Privacy Statement does not govern the practices of entities that our Company does not own or control, or entities that do not own or control our Company or people that our Company does not employ or manage. This Privacy Policy Statement includes the Company’s Privacy Policy and the Privacy Shield Statement. This privacy policy (“Policy”) governs all use of [www.strikeacceptance.com](http://www.strikeacceptance.com) and that site’s services (together the “Site” or “Services”). The owners and contributors to the Site will be referred to as “we”, “us”, or “our” in this Policy. By using the Site or its Services, and/or by clicking anywhere on this Site to agree to this Policy, you are deemed to be a “user” for purposes of this Policy. You and every other user (“you” or “User” as applicable) are subject to this Policy. In this Policy, the word “Site” includes the site referenced above, its owner(s), contributors, suppliers, licensors, and other related parties.

### Our Collection of Your Personal Information

This online privacy policy applies only to information collected through our Site as well as to information we collect from you through our interactions an otherwise offline (“Other Information”). By using our Site, you consent to our privacy policy. If we decide to change our privacy policy, we will post those changes on this page with a revision date.

### Contact Data and Other Identifiable Information

This Site collects certain user information, which may include a username and password, contact information, or any other data that you type into the site. It may also identify your IP address to help identify you on future visits to the site. At our discretion, the Site may use this data:

- When we correspond with you as a customer or prospective customer.
- When you visit our website.
- When you register as an end-user of our services and an account is created for you.
- When you contact us for help.
- When the Site sends us error reports or application analytics data.

The following examples are taken directly from the California Consumer Privacy Act. We collect at least one of the example items from each category as noted:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, Internet Protocol address, email	YES

	address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related data.	Current or past job history or performance evaluations.	YES

J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from our customers or their agents. For example, from documents that our clients provide to us related to the services for which they engage us.
- Indirectly from our customers or their agents. For example, through information we collect from our customers in the course of providing services to them.
- Directly and indirectly from activity on our website.
- From third parties that interact with us in connection with the services we offer and/or perform.

**Purposes for Which We Collect and Use Personal Information**

We use the Personal Information and Other Information we collect from and about you to:

- Authenticate you so that you can access the Site and conduct account transactions on the Site;
- Recognize you, your device, or your browser when you use the Site/Services so that we can facilitate navigation, display information more effectively, store your preferences and otherwise personalize your experience and enhance the use of the Site;
- Process your applications and transactions;
- Respond to your inquiries, fulfill requests, and request your feedback;
- Service your account and market to you, including advertisements and other communications tailored to you, on our Site/Services and third-party sites, as well as offline;
- Provide you with account information;
- Facilitate social sharing functionality, where appropriate;
- For our business purposes and other lawful purposes, such as for data analysis, audits, fraud monitoring and prevention, information security, improving the Site, developing new products and services, managing our business effectively, identifying usage trends, and expanding our business activities;
- Review statistical information about use of the Site in order to improve the design and functionality, to understand how it is used, and to assist us with resolving questions about the Site; and
- Ensure that the Site functions properly and otherwise administer the Site.

We may use or share with others (in anonymous or non-readable form where appropriate) your information in order to better recognize you when visiting the Site and to provide relevant advertising

(for our or a third party's products/services), based on your interests, on the Site, on other sites and apps and other channels including email and direct mail.

### **Sharing Personal Information**

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers.
- Category B: California Customer Records personal information categories.
- Category C: Purchase and finance histories and behavior under California or federal law.
- Category D: Internet or other similar network activity.
- Category E: Professional or employment-related information.
- Category F: Inferences drawn from other personal information.

We disclose your personal information for a business purpose to the following categories of third parties:

- Our affiliates.
- Dealers that originated financing agreements that we have purchased.
- Service providers.
- Third parties to whom our customers have authorized us to disclose their personal information in connection to services we provide to them.

In the preceding twelve (12) months, we have not sold any personal information. For purposes of this Privacy Statement, "sold" means to disclosure of personal information to a third-party for monetary or other valuable consideration.

We do not use third-party analytics with respect to your personal information.

### **Our Disclosure of Your Personal Information to Third Parties**

We may share your personal information with third parties only in the ways that are described in this Privacy Statement:

- We may provide information to our agents, vendors or service providers who perform such functions on our behalf.
- Third party contractors may have access to our databases. Usually, these contractors sign a standard confidentiality agreement.
- We may share your data with a parent company, subsidiaries, joint ventures, other entities under a common control or third-party acquirers. We expect these other entities will honor this Privacy Statement.
- We may allow a potential acquirer or merger partner to review our databases, although we would restrict their use and disclosure of this data during the diligence phase.

- As required by law enforcement, government officials, or other third parties pursuant to a subpoena, court order, or other legal process or requirement applicable to our Company; or when we believe, in our sole discretion, that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our agreements or Company policies; and other third parties with your consent or direction to do so.
- Please note that these third parties may be in other countries where the laws on processing personal information may be less stringent than in your country.

### **Our Security Measures to Protect Your Personal Information**

Our Company uses industry-standard technologies when storing, transferring, and receiving data exchanged between our Company and other companies to help ensure its security. This site has security measures in place to help protect information under our control from the risk of accidental or unlawful destruction or accidental loss, alteration or unauthorized disclosure or access. However, “perfect security” does not exist on the Internet. Also, if the Site contains links to other sites, our Company is not responsible for the security practices or the content of such other sites. We work to protect the security of your information during storage and transmission by using Secure Sockets Layer (SSL) software, which encrypts information you share with the Site.

### **Your Rights to Opt Out of the Sale of Your Personal Information to Third Parties**

We do not sell your personal information to any unaffiliated third parties. If we did, you would have the right to opt out of such a sale. We would need to verify your identity prior to opting you out. In order to verify your identity, we would need you to provide your name, address, email, phone number, last four of your SSN and your date of birth.

You have the right to have someone you authorize make a request on your behalf. We will need to see proof of such authority prior to taking the steps they request.

### **Our Use of Cookies, Web Beacons, Third Party Links and Website Caching Cookies**

Many of our web pages use “cookies.” Cookies are text files we place in your computer’s browser to store your preferences. Cookies, 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 one of our sites. However, once you choose to furnish the Site with personal information, this information may be linked to the data stored in the cookie. We use cookies to understand Site usage and to improve the content and offerings on our sites. We may also use cookies to offer you products, programs, or services. You have many choices with regards to the management of cookies on your computer. All major browsers allow you to block or delete cookies from your system. To learn more about your ability to manage cookies, please consult the privacy features in your browser.

### **Web Beacons**

Our Company and third parties may also use small pieces of code called “web beacons” or “clear gifs” to collect anonymous and aggregate advertising metrics, such as counting page views, promotion views, or advertising responses. These web beacons may be used to deliver cookies that conform to our Company’s cookie requirements. You can install the Google Analytics Opt-out Browser Add-on available at <https://tools.google.com/dlpage/gaoptout>.

## **Advertising Network**

We may use one or more third party vendors to serve ads on the Site. To serve ads and determine how our users use the Site, these services may use cookies, or small pieces of code to serve ads to Site users based on users' visits to the Site and others. Users may adjust their browser settings to disallow the use of cookies. With cookies turned off, certain features of the Site may work less efficiently or not at all.

## **Third Party Links**

We may create links to other websites. We will make a reasonable effort to link only to sites that meet similar standards for maintaining each individual's right to privacy. However, many other sites that are not associated with or authorized by our Company may have links leading to our Site. Our Company cannot control these links and we are not responsible for any content appearing on these sites. Since this website does not control the privacy policies of third parties, you are subject to the privacy practices of that third party. We encourage you to ask questions before you disclose any personal information to others. Our Company websites may use third parties to present or serve the advertisements that you may see at its web pages and to conduct research about the advertisements and web usage. This Privacy Statement does not cover any use of information that such third parties may have collected from you or the methods used by the third parties to collect that information.

## **Website Caching**

This site utilizes caching in order to facilitate a faster response time and better user experience. Caching potentially stores a duplicate copy of every webpage that is on display on this site. All cache files are temporary, and are never accessed by any third party, except as necessary to obtain technical support from the cache plugin vendor. Cache files expire on a schedule set by the site administrator but may easily be purged by the administrator before their natural expiration, if necessary.

## **Username, Passwords, and Profiles**

If prompted, Users must provide a valid email address to the Site, at which the User can receive messages. User must also update the Site if that email address changes. The Site reserves the right to terminate any User account if a valid email address is requested but is not provided by the User. If the Site prompts or allows a User to create a username or profile, Users agree not to pick a username or provide any profile information that would impersonate someone or that is likely to cause confusion with any other person or entity. The Site reserves the right to cancel a User account or change a username or profile data at any time. Similarly, if the Site prompts or allows a User to create an avatar or upload a picture, User agrees not to use any image that impersonates some other person or entity, or that is otherwise likely to cause confusion. You are responsible for protecting your username and password for the Site. And you agree not to disclose it to any third party. We recommend that you use a password that is more than eight characters long. You are responsible for all activity on your account, whether or not you authorized it. You agree to inform us of unauthorized use of your account, by email to [customerservice@strikeacceptance.com](mailto:customerservice@strikeacceptance.com). You acknowledge that if you wish to protect your interactions with the Site, it is your responsibility to use a secure encrypted connection, virtual private network, or other appropriate measures.

## **Our Retention of Your Personal Information**

We will retain any personal information only for as long as is necessary to fulfill the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **Your Access To and Updating Of Your Personal Information**

Reasonable access to your personal information may be provided at no cost upon request made to our Company at the contact information provided below. If access cannot be provided within 45 days, we may extend this time period to provide once by an additional 45 days when reasonably necessary. We will provide notice of the extension within the first 45-day period. If for some reason access is denied, we will provide an explanation as to why access has been denied.

### **Children's Privacy**

Because of the nature of our business, our services are not designed to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 13. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us immediately.

### **Your California Privacy Rights**

California Civil Code Section 1798.83 permits Site users who are residents of California to request and receive once a year a list of the categories of personal information that we have collected about you; the categories of sources from which we have collected personal information about you; the business or commercial purpose for collecting or selling your personal information; any third parties to whom we disclosed any of your personal information for direct marketing purposes in the preceding calendar year, as well as the categories of personal information disclosed. You may also request the categories of personal information that we have disclosed about you for our business purposes in the last 12 months and the categories of third parties to whom the personal information was disclosed, by category or categories of personal information for each third party to whom the personal information was disclosed and the specific pieces of personal information that we have collected about you. You also have the right to request a portable copy of your personal information.

If you are a California resident and you wish to make such a request or have any questions about the Site's information sharing, you may send a verifiable consumer request by an email to [customerservice@strikeacceptance.com](mailto:customerservice@strikeacceptance.com), or write to us at 23272 Mill Creek Dr., Suite 350, Laguna Hills, CA 92653.

You have the right to request up to two times in a 12-month period that we delete personal information collected from you, subject to certain exception allowed under applicable law. Following verification of your request, we may require you to separately confirm that you want your personal information to be deleted.

A verifiable consumer request must:

- Provide enough information that allows us to reasonably verify you are the person about whom we collected information or an authorized representative; and
- Describe your request with enough detail that allows us to properly understand, evaluate, and respond to it.

You may only make a verifiable consumer request for access, data portability, or deletion twice within a 12-month period.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

In response to verified requests we will confirm receipt of the request within 10 business days of receipt of the request and disclose and deliver the required information to you free of charge within 45 days of receiving a verifiable consumer request. We may extend this time period to provide once by an additional 45 days when reasonably necessary. We will provide notice of the extension within the first 45-day period.

We will advise you in our response if we are not able to honor your request. We will not provide Social Security numbers, driver's license numbers or government issued identification numbers, financial account numbers, health care or medical identification numbers, account passwords or security questions and answers, or any specific pieces of information if the disclosure presents the possibility of unauthorized access that could result in identity theft or fraud or unreasonable risk to data or systems and network security.

In certain circumstances, you are permitted to use an authorized agent (as that term is defined in the CCPA) to submit requests on your behalf through the designated methods set forth in this Privacy Statement where we can verify the authorized agent's authority to act on your behalf. For consumer requests, we require the following for verification purposes:

- A power of attorney valid under the laws of California received from you or your authorized agent; or
- Sufficient evidence to show that you have:
  - provided the authorized agent signed permission to act on your behalf; and
  - verified your own identity directly with us pursuant to the instructions set forth in this Privacy Statement; or directly confirmed with us that you provided the authorized agent permission to submit the request on your behalf.

Our site, products, and services are not intended to appeal to minors. However, if you are a California resident under the age of 18, and a registered user of our Site or service, California Business and Professions Code Section 22581 permits you to request and obtain removal of content or information you have publicly posted. To make such a request, please send an email with a detailed description of the specific content or information to [customerservice@strikeacceptance.com](mailto:customerservice@strikeacceptance.com). Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested. Under California law, California residents who have an established business relationship with us may opt-out of our disclosing personal information about them to third parties for their marketing purposes.

### **Statement of Non-Discrimination**

We will not discriminate against you because you elect to exercise these rights, including by:

- Denying goods or services to you.
- Charging you different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties.
- Providing a different level or quality of goods or services to you.
- Suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Amendments to Privacy Statement**

Our Company may amend this Privacy Statement at any time by posting an updated version. The revision date is shown on the first page of the Privacy Statement. It is your responsibility to review this Privacy Statement periodically as your continued use of this website represents your agreement with the then-current Privacy Statement.

### **Privacy Shield Statement**

Strike Acceptance complies with the United States (US) Privacy Laws regarding the collection, use, and retention of personal information collected from US residents. As Strike Acceptance does not provide any services to non-US Residents, it may not comply with non-US privacy laws.

### **Mobile Device Privacy**

The following applies to our site, when viewed on a mobile device: When accessed with a mobile device, our site may collect information automatically, such as the type of mobile device you have, device identifiers, and information about your use of the site. Regardless of the device you use to access the site, it will also collect information you provide, as well as information about your interaction with the site and its content. If location services are activated on your mobile device, our site may collect information about the location of your device. Your mobile network service providers may collect device-specific information, such as a device identifier, when you use our website or one of our mobile applications. This information collected by your mobile network service will not be associated with your user account with us, or with your personally identifiable information that we possess.

### **Disputes**

We are based in Laguna Hills, CA and you are contracting to use our Site. This Policy and all matters arising from your use of the Site are governed by and will be construed according to the laws of Laguna Hills, CA, without regard to any choice of law rules of any jurisdiction. The federal courts and state courts that have geographical jurisdiction over disputes arising at our office location in Laguna Hills, CA will be the only permissible venues for any and all disputes arising out of or in connection with this policy or the Site and Service.

### **Arbitration**

Notwithstanding anything to the contrary within the “Disputes” provisions above, all matters, and all claims within a multi-claim matter, that are arbitrable, including all claims for monetary damages, shall be decided by a single arbitrator to be selected by us, who shall hold hearings in or near Laguna Hills, CA,

under the rules of the American Arbitration Association. You agree to arbitrate your claims individually and not as a representative or participant in any class action.

### **Terms Contact**

If you have any questions about this Privacy Statement, or the practices or concerns of this site, please contact our Privacy Officer by email or post at: [customerservice@strikeacceptance.com](mailto:customerservice@strikeacceptance.com) or Strike Acceptance, 23272 Mill Creek Dr., Suite 350, Laguna Hills, CA 92653.

### **Other Notices**

#### FACT Act Notice Disclosure

We may furnish information about your account to consumer reporting agencies. Late or missed payments or other defaults on your account may be reflected in your credit report.

#### USA PATRIOT Act Disclosure

Federal law requires all financial institutions to obtain, verify and record information that identified each person who opens an account. We will ask for your name, address, date of birth, and other information including valid identifying documents to identify you.