

# Jayco Privacy Policy

*Effective August, 3 2015*

Thank you for your interest in Jayco! Jayco Inc. and our subsidiaries and affiliates, including Starcraft RV and Entegra Coach (collectively, "Jayco," "we," "our," or "us") know you care about your privacy. We've designed our Privacy Policy ("Privacy Policy," "Policy," or "Agreement") to help you better understand how Jayco:

- Collects information about you;
- What kinds of information we collect about you;
- How we may use your information;
- How we may share your information with others;
- How we protect your information; and
- The choices you have about the collection and use of your information.

If you have questions about Jayco's Privacy Policy or practices, or if you need to contact us about the information we collect about you, we've provided our contact information for you at the end of this Policy.

## Overview of Our Privacy Policies

### Your Agreement with Jayco.

First, please be aware that this Privacy Policy constitutes a binding legal agreement between you, as a "User" who accesses or uses the Services, and Jayco. Before accessing or using any Jayco website or service you should carefully review the terms and conditions of this Privacy Policy, as well as Jayco's Terms of Service (<http://www.jayco.com/site/terms-of-service/>), which are incorporated into your agreement with Jayco by this reference. By using the Services (as we've defined below) you are indicating your acceptance of the full terms of our Privacy Policy and Terms of Service, including agreeing to the collection, sharing, security, and uses of your information as described in this Policy. If you do not agree to the full terms of our Privacy Policy, you are not permitted to use Services.

### What Does This Privacy Policy Cover?

Jayco collects certain information from and about you when you use the Services. This Privacy Policy explains the information we collect about you, how we use, share, and secure that information, and your choices about the collection and use of your information. This Policy does not apply to the practices of third parties that we do not own or control, or that do not have a current partnership with Jayco.

### What Are Included In Jayco's "Services"?

This Policy applies to your use of all Jayco operated and controlled websites (collectively the "Sites"), as well as to all online services provided by Jayco, including all Jayco consumer websites, Dealer websites, webpages, subdomains, microsites, landing page sites, social media outlets, and mobile device software applications (collectively, together with the Sites, our "Services"). You can review a full listing of the Services here: <http://www.jayco.com/site/services/>

### Will The Terms Of This Privacy Policy Ever Change?

Yes. Jayco may modify our Privacy Policy at any time, in our sole discretion, with or without notice to you. We may contact you in the event of changes to this Privacy Policy, but since we are not always required to do so, you should periodically review the terms of our Privacy Policy to stay informed of any changes and ensure your continued agreement.

Modifications to the Policy are effective upon our posting of the amended Policy to the Sites. The terms of the current Policy supersede all previous notices or statements regarding our privacy practices and become the terms and conditions that govern your use of the Services. You may determine the date the Policy was last amended and the current Terms by referring to the “Effective” date shown at the top of this Policy. Your use of the Services after the Effective date serves as your permission for your personal information to be used under the terms of the current Privacy Policy.

## **Who Is Eligible To Use The Services?**

Jayco’s Services are intended for use by adults, and are not directed to minors under the age of 18. Consistent with the Children’s Online Privacy Protection Act of 1998 (COPPA), Jayco does not knowingly collect personally identifiable information from children under the age of 13 without parental consent. If we learn that personally identifiable information of a child under the age of 13 has been submitted via or appears on or within Services, Jayco will take all action necessary to comply with our responsibilities under applicable legal requirements, which may include deletion of any such information.

If you are a minor, you may have the ability to request removal of certain content or information from the Services. If you wish to request the removal of content or information you have posted on the Services, you may do so by contacting Jayco at [privacy@jayco.com](mailto:privacy@jayco.com). Please note that the removal of content or information does not ensure complete or comprehensive removal of the content or information posted.

# **Jayco’s Collection & Use of Your Information**

## **What Information Does Jayco Collect About Me, And How Is It Used?**

Jayco gathers various types of information about you when you access or use our Services. Jayco may collect information about you in a variety of ways, including:

1. Information you provide to us, such as when you register for a Jayco Account, fill out a form providing personal and other information across the various Services, sign up for our email newsletters, or purchase a product or service from Jayco;
2. Information we collect about you automatically, such as through analytics, cookies, log file, and web beacon information; and
3. Information collected from other websites and services, such as information collected via cookies placed on your web browser or mobile device.

We may use the information we collect from and about you in a number of ways, including to:

1. Operate, maintain, improve, and provide the Services;
2. Provide you with personalized content and information about Jayco; and
3. Provide advertising and marketing, including customized and interest-based advertising;

## **Types Of Information Jayco May Collect About You Include:**

### ***A. Personally Identifiable Information***

Jayco may collect Personally Identifiable Information about you through your use of our Services in a number of ways, including information you provide to us to create an account, by filling out an online form, by signing up for our email newsletters, or by providing the information to Jayco. “Personally Identifiable Information” refers to information about you that, with reasonable efforts, may be used to identify you, such as your: first name, last name, gender, birth date, city, state, zip code, addresses, locations, email address, or phone number. We may combine the Personally Identifiable Information we collect about you

with additional information we collect about you or obtain from third-party sources. Jayco may use this information for marketing and advertising purposes.

In order for us to provide you with certain Services, it may be necessary for Jayco to obtain and share Personally Identifiable Information with others. You are not required to provide us with Personally Identifiable Information, and you can decline certain transfers of Personally Identifiable Information, if you wish. However, please be aware that if you choose to withhold certain Personally Identifiable Information, Jayco may not always be able to provide you with certain Services.

#### ***B. Jayco Account Information***

Jayco may require you to register for an account in order to use certain Services (a "Jayco Account"). Jayco may collect information about you in connection with your registration for your Jayco Account, which may include Personally Identifiable Information such as your name, home address, telephone number, email address, and other information. Jayco may also collect Vehicle Information (as defined below), which it may incorporate as part of your Jayco Account Information.

You may also be able to register for a Jayco Account by logging in through an online account you've obtained with certain third party services, such as Facebook or Twitter (a "Third Party Account" ). When you register for a Jayco Account by logging in through a Third Party Account, we may obtain certain information about you that you have provided through your Third Party Account, and we may use that information in connection with your Jayco Account.

You may be able to control the information made available in your Jayco Account, and you may be able to determine what information you wish to make available to share publicly with other Users, by accessing your Jayco Account profile on our website (your "Jayco Profile"). If you are unable to change your Jayco Profile, please contact us at [privacy@jayco.com](mailto:privacy@jayco.com).

#### ***C. Vehicle Information***

Jayco may collect information from you about your vehicles, including the make, model, Vehicle Identification Number (VIN), color, package, and other information related to your RV, Travel Trailer, Fifth Wheel, Camping Trailer, Toy Hauler, Class A & C Motorhome, or other vehicle ("Vehicle Information"). Jayco may associate Vehicle Information with other information we collect about you, including Personally Identifiable Information. Jayco may require certain Vehicle Information, including a VIN, in order to access certain areas of the Services.

#### ***D. Payment Information***

If you make a purchase through the Services, Jayco or our third party partners may collect payment information from you, which may include your: name, contact information, shipping information, billing information, and credit card or other financial account information. We use this information to take and process your order, complete payment transactions, and to provide the ordered goods or services to you.

#### ***E. Correspondence Information***

We receive and store information you provide to us, including Personally Identifiable Information. If you send us correspondence via email, the postal service, or other form of communication, we may retain such correspondence and the information provided therein, and may use this information to respond to your inquiry or to provide notifications or other correspondences to you.

#### ***F. Newsletters, Correspondence, And Mailing List Information***

If you elect to receive our newsletters or other publications, join our mailing lists, or provide your email address to us, we may collect certain contact or demographic information about you, which you agree we may use to send you correspondences about a variety of topics related to Jayco, such as events, new products, sales, and promotional offers from Jayco, our affiliates, or our business partners.

By subscribing to our mailing lists, you agree to receive newsletters and other correspondence which may include special offers or incentives from select partners. If you no longer wish to receive such correspondence from Jayco or our partners, you may opt-out of receiving these communications

according to information provided within the correspondence, or by contacting us using the contact information provided below.

#### ***G. Promotions, Sweepstakes, Surveys, And Contests Information***

If you register for promotions or sweepstakes provided by Jayco or our partners, Jayco or our partners may send you emails or other correspondence regarding the contest for which you registered, and for other contests, promotions, and sweepstakes. From time-to-time Jayco may also request information from our users via surveys or contests. Participation in these surveys or contests is voluntary and you therefore have a choice whether or not to disclose this information.

#### ***H. Public Sources & Other Public Information***

Jayco may also collect information about you from other publicly available sources, for example, from newspapers, blogs, instant messaging services, or from our vendors or Service Providers. For instance, we may receive information from third parties when we process credit card payments for you, or may obtain information about you from mailing or email list service providers.

In addition, all information you make publicly available in any public or open forum, such as on a social network, on Jayco's internal User networking services, or on an open Internet forum or website, will be considered public information for the purposes of this Policy, and may be accessed and collected by Jayco and others.

Please be aware that any content or information you choose to share with or provide to third parties using or related to your use of the Services is neither private, nor confidential. You should not hold any expectation of privacy with respect to information you share with third parties, and should review the applicable policies of any third parties with which you share information. Jayco is not responsible for any content or information you post or share with third parties. If you do not wish for certain information to be public, please do not share it.

#### ***I. Analytics & Aggregate Information***

We may also collect certain general, non-personal, or statistical information about you and your use of the Services through analytics. This may include such information as: (1) website traffic data detailing how many visitors access specific content within Services; (2) for how long you access certain content; and (3) hyperlinks you access via the Services. This information presents an overview of our users' aggregated demographic, preference, and usage habits, and allows us and our third party partners to improve our Services and to offer and optimize the provision of targeted information, promotions, offers, or discounts based on user traffic and behavior.

We may combine certain information collected from or about you and aggregate it with information collected from other users to analyze users' use of the Services and improve the quality and value of the Services. We may share this aggregated, anonymized data stripped of all personally identifying characteristics with third parties. We may also use such combined information without aggregating it to serve you specifically, for instance, to deliver a product or service to you according to your preferences or restrictions.

We may also use certain web analytics services, such as those provided by Google, Inc. ("Google") and other services ("Analytics"). Analytics services generally use cookies to help us analyze information about the Users of the Sites and how Users use the Sites. Using Analytics, the Sites may collect data about you and your use of the Sites via advertising cookies and anonymous identifiers, in addition to data collected through standard Analytics implementation. This data may include demographic, interest-based, and other information about you. We may use Analytics to help us measure, for example, traffic and usage trends for the Services, or information from emails sent to our users which help us track which emails are opened and which links are clicked by recipients. These tools may collect information sent by your device or our Services, including the web pages you visit, add-ons, and other information that assists us in improving the Services.

The Analytics and related services utilized by the Sites may include: Google Analytics Advertising Features, Remarketing with Google Analytics, Google Display Network Impression Reporting, DoubleClick Platform integrations, Google Analytics Demographics and Interest Reporting, and similar services offered by Google and its partners (the "Google Services"). By using the Sites, you consent to the processing of data about you by our Analytics partners consistent with their general practices and practices in relation to the Services. More information about how data is collected and processed in connection with the Google Analytics service may be available at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/). You may be able to opt-out of the Google Services through Google Analytics' available opt-outs for the web (which may be available for Google at <https://tools.google.com/dlpage/gaoptout/>), through Ads Settings, Ad Settings for mobile apps, or other available means, including the Network Advertising Initiative (NAI) consumer opt-out, which may be available at <http://www.networkadvertising.org/choices/>. Other services may have similar opt-out procedures available through their websites. You may refuse the use of cookies by selecting the appropriate settings on your particular browser. Please note, however, that if you disable cookies or opt-out of certain services, you may not be able to use the full functionality of the Sites.

Please note analytics information generated about your use of the Services may be transmitted to and stored by Google and similar services on servers. These services may use this information for the purpose of evaluating your use of the Services, compiling reports on Services activity, and providing other services relating to the activity and usage of the Services. These services may also transfer this information to third parties where required to do so by law, or where such third parties process the information on the services' behalf.

#### ***J. Cookies, Web Beacons And Other Tracking Technologies***

Like many other websites, software services, and mobile applications, Jayco may automatically collect certain information and data from your browser or device through the use of "cookies," "web beacons," and other tracking technologies. Through these technologies we may collect information about your use of the Services and other online activity, including certain online activity after you leave the Services.

"Cookies" are small pieces of data used by websites and software services to identify repeat users, facilitate the user's ongoing logins and access to a software service or website, and facilitate use of the software service or website. Persistent cookies may remain on your device's hard drive after you close your browser or device and may be used by your device on subsequent use of the Services. Persistent cookies can be removed by following the directions according to your particular device or web browser. Session cookies are temporary and disappear after you close your browser or device. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Site may not function properly if the ability to accept cookies is disabled.

"Web beacons," "pixel tags," and "clear GIFs" (collectively, "Web Beacons") are transparent pixel images embedded on webpages that are used in collecting information about website usage, email response, and tracking. Web Beacons are ordinarily not visible to users. Web Beacons allow us to count the number of users who have visited certain webpages, to deliver branded services, and to generate statistics about how the Services are used.

We may use cookies, log files, Web Beacons, Unique Identifiers, location data and clear gifs information to: (1) provide and enhance the Services; (2) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (3) provide custom, personalized content, correspondences, and information; (4) provide and monitor the effectiveness of the Services; (5) monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns; (6) diagnose or fix technology problems; (7) capture technical information about users' use of the Services, such as: Internet domain names and host names, IP addresses, browser and operating system information, clickstream patterns, access information, user-agent, HTTP referrer, last URL requested by the user, client-side, and server-side clickstream; (8) help you efficiently access your information; (9) provide advertising to your browser or device; and (10) provide automatic updates related to the Services to you.

Third party advertisers may also place or read cookies on your browser. Advertisements that appear in connection with the Services may be delivered (or “served”) directly to you by third party advertisers. When advertisements are served directly by third party advertisers, they may automatically receive your IP address and may also download cookies to your computer, or use other technologies such as JavaScript and Web Beacons to measure the effectiveness of their ads and to personalize advertising content for you. Jayco does not have access to or control of any cookies that may be placed by third party advertisers. Privacy Policy covers the use of cookies by Jayco and does not cover the use of cookies or other tracking technologies by any of its advertisers. You are responsible for consulting the Privacy Policies and Terms of Service for applicable third party advertisers.

You have many choices with regards to the management of cookies on your devices. All major browsers now allow you to block or delete cookies from your system. We encourage you to learn more about your ability to manage cookies and web beacons by consulting the privacy features of your devices and browsers.

#### ***K. Unique Identifiers***

When you use or access the Services, we may access, collect, monitor, store on your device, and/or remotely store one or more “Unique Identifiers,” such as a universally unique identifier (“UUID”). These Unique Identifiers may be associated with your device, whether or not you establish a Jayco Account. Unique Identifiers are small data files or similar data structures stored on or associated with your device that uniquely identify your device. A Unique Identifier may be data stored in connection with the device hardware, in connection with the device's operating system or other software, or via data sent to the device by Jayco. A Unique Identifier may convey information to Jayco or to a third party partner about how you browse and use the Services and may help us or others provide reports or personalized content and advertisements. A Unique Identifier may remain persistently on your device, to help you log in faster and enhance your navigation through the Services. Some features of the Services may not function properly if use or availability of Unique Identifiers is impaired or disabled.

#### ***L. Log File Information***

Log file information may be automatically reported by your browser or device each time you make a request to access the Services. When you use the Services, our servers may automatically record certain log file information, which may include your web request, Internet Protocol (“IP”) address, unique device IDs, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Services, domain names, landing pages, pages viewed, and other such information. Jayco may link this log file to other information Jayco collects about you via the Services. Jayco may use this information for marketing and advertising purposes.

In addition, Jayco reserves the right to use log files, IP addresses, Cookies, Web Beacons, and other tracking technologies to identify a user when Jayco: (1) feels it is necessary to enforce compliance with the Jayco Terms of Service; (2) to protect the Services and software, our customers or others; or (3) when Jayco believes in good faith that the law so requires.

#### ***M. Do Not Track***

Jayco does not currently employ a process for automatically responding to “Do Not Track” (DNT) signals sent by web browsers, mobile devices, or other mechanisms that may provide consumers a choice regarding the collection of Personally Identifiable Information about an individual consumer’s online activities. As is commonly the case with many other mobile applications and websites, third parties (e.g., advertisers) may be able to collect Personally Identifiable Information about your online activities over time and across different websites or online services when you use Services.

#### ***N. Location Information***

When you access the Services, including visiting the Sites or using any other website or mobile application software provided by Jayco within the Services, we may access, collect, monitor and/or remotely store “location data,” which may include your address, zip code, GPS coordinates (e.g. latitude and/or longitude), or similar information regarding the location of you or your computer or other device (“Location Information.”) Your Location Information allows us to provide information about Jayco in your

area, including providing information on nearby Jayco dealers. Your Location Information may also be used to display your location on a map to other Users. Location data may convey to us information about how you browse and use the Services. Some features of the Services, particularly location-based services, may not function properly if use or availability of location data is impaired or disabled.

#### **O. Third-Party Advertisements**

Jayco may utilize the services of third-party advertising companies, including Google and others, to serve ads to you when you visit our Sites, or to perform remarketing services on other sites across the Internet. These third parties may collect certain information about your use of the Services and may use technology like cookies to store information about your use of the Services to improve the marketing and advertisements provided to you. The information collected may be reported back to us, and we may link this information to information we have collected about you. More information about interest-based advertising and similar practices may be available at [http://www.networkadvertising.org/consumer/opt\\_out.asp](http://www.networkadvertising.org/consumer/opt_out.asp).

## How We Share Your Information

### How Does Jayco Share My Information With Others?

Jayco does not share, sell, rent, or otherwise disclose your information to third parties without your consent, except as described in this Agreement. Jayco may share Personally Identifiable Information or other information about you with third parties for the following purposes and circumstances:

1. **With Your Authorization:** We have your authorization, whether by the terms of this Agreement or as provided through other means;
2. **To Provide the Services:** We need to share your information to provide a product or Service you have requested, including sharing the information with companies or organizations connected or affiliated with Jayco, such as subsidiaries, sister-companies, and parent companies;
3. **If You Violate the Terms:** We find that your use of the Services violate the Jayco Terms of Service, or other usage guidelines for specific products or services;
4. **To Our Business Partners:** To third-party business partners or Service Providers (as defined below) for the purpose of providing the Services to you, such as parties who host our servers, analyze our data, provide us with marketing assistance, process credit card payments, and provide customer service;
5. **For Legal Reasons:** Where we are required to do so by law or subpoena, or if we reasonably believe that such action is necessary to (i) comply with the law and the reasonable requests of law enforcement; (ii) to enforce our Terms of Service or to protect the security or integrity of the Services; and/or (iii) to exercise or protect the rights, property, or personal safety of Jayco, our Users, or others;
6. **Analytics Data & Information:** We may share certain service types information, including information obtained through tools such as cookies, log files, device identifiers, location data and clear gifs (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with our third-party business partners or Service Providers for the purposes described herein. We may also aggregate or otherwise strip data of all personally identifying characteristics and may share that aggregated, anonymized data with third parties
7. **Publicly Available Information:** The information to be disclosed is publicly available;
8. **Business Changes:** The disclosure is related to the sale or other disposition of all or part of our business or assets; the party to whom the disclosure is made controls, is controlled by, or is under common control with Jayco; the disclosure is necessary for business entity or legal structure changes for Jayco; if Jayco is acquired by or merged into or with another entity; or if Jayco enters bankruptcy, provided that such entities agree to be bound by the provisions of this Privacy Policy;
9. **Consistent With Its Purpose:** The disclosure is consistent with the purpose for which the information was obtained.

If Jayco becomes aware that any authorized party is improperly using or disclosing information, we will take commercially reasonable steps to end or correct such improper use or disclosure.

## **Jayco May Also Disclose Your Information For The Following Purposes & Circumstances:**

### ***A. To Jayco Personnel***

Jayco's personnel and authorized partners may have access to your information as needed to operate the Services the normal course of business.

### ***B. To Our Service Providers***

We may share your information, as well as information from data collection tools like cookies, Web Beacons, log files, Unique Identifiers, and location data (such as usage data, referring/exit pages, and URLs, platform types, number of clicks, etc.), with individuals and organizations that help us provide the Services to you ("Service Providers"). We may use such Service Providers to help operate the Services and our business, for example, to host the Services, to send emails and other correspondences to you about the Services, to process payments, to facilitate online job applications, to provide search results, or to provide advertising. Our Service Providers may have access to your information for use for a limited time in connection with these activities. Jayco will take reasonable steps to ensure that our Service Providers are obligated to reasonably protect your information on Jayco's behalf.

### ***C. To Our Dealers***

Jayco may share your information, including Personally Identifiable Information, with our network of approved Jayco Dealers to provide you with information regarding Jayco products and services, for advertising and marketing purposes, and to assist you in the purchase of Jayco products and services.

### ***D. Through Use of Your Jayco Account***

Information collected about you during registration for a Jayco Account or your other uses of the Services, such as your full name or location, may be displayed to other users of the Services through your Jayco Account. You may be able to adjust the privacy settings of your Jayco Profile to limit the availability of certain information, and the connection of certain information to your Jayco Profile by accessing the settings on our website. If you are unable to adjust your Jayco Profile or privacy settings, or have questions or concerns about the information collected about you, please contact us at [privacy@jayco.com](mailto:privacy@jayco.com).

### ***E. As a Part of Business Transfers***

Jayco may purchase other businesses or their assets, or sell our business assets. Personally Identifiable Information is commonly a business asset involved in such transactions. Please be aware your Personally Identifiable Information and Jayco Account information may be among the transferred assets in the event Jayco or all or a portion of its assets are sold or acquired.

### ***F. To Financial Institutions***

For certain Services or promotions, Jayco may make your Personally Identifiable Information available to one or more financial institutions in order to fulfill and carry out the purchase and provision of goods and services requested. By providing your Personally Identifiable Information to us for these purposes, you authorize us to exchange your Personally Identifiable Information with such financial institutions.

### ***G. Pursuant to Lawful Requests***

We may be required to disclose user information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We generally do not reveal information until we have a good faith belief that an information request by law enforcement or private litigants meets applicable legal standards. Additionally, we may share your Jayco Account or other information when we believe it is necessary to comply with applicable laws, to protect our interests or property, to prevent fraud or other

illegal activity perpetrated through the Services or using the Jayco name, or to prevent bodily harm. This may include sharing information with other companies, lawyers, agents or government agencies.

#### ***H. For the Protection of Jayco and Others***

Jayco fully cooperates with law enforcement agencies in identifying those who may use our Services for illegal activities, and may in its sole discretion disclose Personally Identifiable Information or other information to satisfy any law, regulation, subpoena, proceeding, or government request, or in connection with civil litigation. Jayco reserves the right to release Personally Identifiable Information or other information about users who Jayco has reason to believe are engaged in illegal activities or are otherwise in violation of our Jayco Terms of Service, with or without a subpoena, warrant, or court order, if Jayco believes, in its sole discretion, that such disclosure is necessary or appropriate to operate Services, or to protect the rights or property of Jayco, its affiliates, or any of their officers, directors, or employees, agents, third party content providers, suppliers, sponsors, or licensors. Jayco also reserves the right to report to law enforcement agencies any activities Jayco reasonably believes, in its sole discretion, to be unlawful.

## **How We Protect Your Information**

### **How Does Jayco Secure My Information?**

Jayco takes reasonable efforts to secure and protect the privacy, accuracy, and reliability of your information and to protect such information from loss, misuse, unauthorized access, disclosure, alteration and destruction. Jayco implements security measures as we deem appropriate and consistent with industry standards, such as firewalls and encryption technology, to protect Personally Identifiable Information. Your Jayco Account information is password-protected for your privacy and security. In certain areas Jayco uses industry-standard SSL-encryption to protect data transmissions. However, since no data security protocol is impenetrable, Jayco cannot guarantee the security of our systems or databases, nor can we guarantee that Personally Identifiable Information we collect about you will not be breached, intercepted, destroyed, accessed, or otherwise disclosed without authorization. As a result, any information you transfer to or from Services is provided at your own risk.

Please do your part to help us keep your information secure. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to emails between you and Jayco, at all times. Your privacy settings may also be affected by changes the social media services you connect to Jayco make to their services. We are not responsible for the functionality, privacy, or security measures of any other organization.

### **Are My Communications With Jayco Secure?**

Communications you may have with us via email or postal mail, or information you may submit to us via an online form or other communications means generally should not be considered secure, unless we advise you that specific security measures are in place prior to your sending information. Therefore, we request that you do not send or post sensitive information through these means. You assume the risk that your communications with Jayco may not be secure.

### **Should I Secure My Jayco Account And Passwords?**

Yes. In the event you create a Jayco Account, your account information will be protected by a password you select. We strongly recommend you choose a strong password and take appropriate steps to ensure your password is not disclosed to any other person. You are responsible for maintaining the confidentiality of your password and Jayco Account, and are fully responsible for all activities that occur under your password or Jayco Account. Jayco specifically reserves the right to terminate your access to Services and any contract you have with Jayco related to Services in the event it learns or suspects you have disclosed your Jayco Account or password information to an unauthorized third party.

### **What If There is a Data Security Incident?**

In the event that any information under our control is compromised as a result of a breach of security or other data security incident, Jayco will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with applicable laws and regulations.

## Your Choices About Your Information

### Do I Have Access To The Information Jayco Has Collected About Me?

You do. Jayco welcomes you to contact us regarding the information we have collected about you via email at [privacy@jayco.com](mailto:privacy@jayco.com) or using the contact information provided below, including regarding:

1. Whether Jayco is keeping information about you;
2. The accuracy of the information Jayco is keeping;
3. To challenge the data that Jayco is keeping about you;
4. How Jayco is using your information or sharing your information with others;
5. To update or delete your information; and
6. To opt-out of the collection and use of your information.

When you contact us, please be sure to specify the details of your request. We may require proof of your identity before we provide you with the requested information. Requests to delete or remove your information does not ensure complete or comprehensive removal of the content or information posted and removed information may persist in backup copies for a period of time.

Please note that if you choose to delete your information or opt-out of the collection and use of your information, you understand that certain features or services, including but not limited to access to the Services, may no longer be available to you, and that Jayco specifically reserves the right to terminate your access to the Services and any contract you have with Jayco related to the Services.

### Can I Opt-Out of Communications from Jayco?

You may unsubscribe from email communications from us by clicking on the "unsubscribe" link provided within the communication. You may not, however, opt-out of Services-related communications, for example, account verification, purchase and billing confirmations and reminders, changes or updates to features of the Services, or technical and security notices.

### How Long Does Jayco Keep My Information?

We may store the information we collect about you indefinitely, but information generally will be retained only for as long as necessary to fulfill the purposes for which the information was collected, or as otherwise required by law. Following termination or deactivation of your Jayco Account, Jayco may retain your information and content for a commercially reasonable time for backup, archival, and audit purposes.

## Additional Provisions Regarding The Services & Your Information

### Does This Privacy Policy Apply To Third Party Websites?

No. This Privacy Policy applies only to Jayco, the Services, and our collection, use, disclosure, and protection of your information. It does not apply to third party websites, applications, or services.

We may provide links or interfaces to other services through the provision of our Services, including to social media sites such as Facebook, LinkedIn, Twitter and others. However, when you access these

third party services, you become subject to their own privacy policies. While Jayco supports the protection of your privacy, Jayco expressly disclaims any and all liability for the actions of third parties including actions relating to the use and/or disclosure of Personally Identifiable Information by third parties. Jayco's inclusion of links or interfaces to third party services does not imply any endorsement of the material on such sites or of their owners or operators. Any information submitted by you directly to these third parties is subject to that third party's privacy policy.

Please be aware that third party websites may be able to link certain information about your site visit to information they have may have collected or been provided about you. However, we are not responsible for the privacy practices of any other site, and we are not liable for their use, or misuse, of your information. We encourage you to carefully read the privacy policies of any other websites you may visit to better understand their privacy practices and associated risks, and to contact them with any questions.

## **Does Jayco Warranty Information It Provides Via The Services?**

No. Access to the information provided by the Services is provided by Jayco as a service to its customers, website visitors, and users of its Services, without warranty of any kind. References herein to any product, process, or service do not constitute or imply endorsement or recommendation by Jayco. While Jayco makes every effort to present accurate and reliable information on the Sites, Jayco does not approve or certify such information and does not guarantee the accuracy, completeness, efficacy, timeliness, or sequencing of such information. Your use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its applicability, accuracy, completeness, efficacy, and timeliness with regard to your specific needs and uses. Jayco (including its employees and agents) is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to or reliance on the information available through the Services. No approvals, recommendations, endorsements, guarantees, or warranties, including, but not limited to, any express or implied warranties of merchantability or fitness for any particular use or purpose of products or services named through the Services are made by Jayco.

## **Where Is My Information Transferred Or Stored?**

Please note information Jayco collects about you may be transferred, processed and/or accessed by us in the United States, or another country where we, or our Service Providers, operate. Please be aware Personally Identifiable Information may be transferred to, and maintained on, computers located outside of your state or country where the privacy laws may differ from and may not be as protective as those where you live. If you are located outside the United States and choose to allow us to collect information about you, please be aware that Jayco may transfer your Personally Identifiable Information to the United States and process and store it there. By allowing collection of your Personally Identifiable Information, you consent to having your personal data transferred to, processed, and stored in the United States.

If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information to a country or jurisdiction that does not have the same data protection laws as your jurisdiction. By submitting your information, registering for, or using the Services, you consent to the transfer, processing, and storage of your information in the United States, or any other country in which Jayco or our Service Providers maintain facilities, and to the use and disclosure of information about you as described in this Privacy Policy.

## **How Can I Safely Use Jayco's Services?**

Despite Jayco's safety and privacy controls, we cannot guarantee that the Services are entirely free of illegal, offensive, pornographic, or otherwise inappropriate material, or that you will not encounter inappropriate or illegal conduct from other user when using the Services. You can help Jayco by notifying us of any nudity or pornography, or harassment, or unwelcome contact by emailing us at [privacy@jayco.com](mailto:privacy@jayco.com). We need all users' help to report suspicious people and inappropriate content they encounter on Jayco.

Remember that although using fake names is a violation of the Jayco Terms of Service, people may not always be who they say they are. You should always be careful when contacting people you do not know

in the real world. It is always risky to meet anyone in person whom you don't know through real world friends. The following are important safety tips for using Jayco's Services:

1. Never share your password with anyone;
2. Be cautious about posting and sharing personal information, especially information that could be used to identify you or locate you offline;
3. Report users and content that violate our Terms of Service; and
4. Block and report anyone that sends you unwanted or inappropriate communications.

## **What Is The Governing Law And Jurisdiction Of This Agreement?**

The Terms of Use and Privacy Policy of Jayco are made under, and will be construed according to, the laws of the State of Indiana, without reference to the choice of law principles thereof. Any dispute arising out of the Terms of Use or the Privacy Policy shall be governed by the laws of the State of Indiana, notwithstanding any conflicts of law principles. Jayco makes no representation that these Terms and such practices comply with the laws of any other state or country. The exclusive jurisdiction for any litigation required to resolve any disputes under these Terms shall be in the courts of the State of Indiana, and each Party consents to the jurisdiction of such courts in Indiana, and waives objection to venue laid therein.

## **How Can I Contact Jayco?**

Jayco welcomes you to contact us regarding whether Jayco is keeping information about you, the information Jayco is keeping, how Jayco is using your information or sharing your information with others, to update or delete your information, or to opt-out of the collection and use of your information.

You may contact Jayco by sending an email to Jayco at [privacy@jayco.com](mailto:privacy@jayco.com) or by contacting us at:

Jayco, Inc.  
903 S. Main St.  
Middlebury, IN  
Phone: 574.825.5861  
Fax: 574.825.0679  
Email: [privacy@jayco.com](mailto:privacy@jayco.com)