

Privacy Policy

Effective Date: January 1, 2020

LARRY HOPKINS, INC., S.E. HOPKINS, INC. STEVE HOPKINS, INC., and KOPF AND HOPKINS, INC. (“DEALERSHIP,” “we,” “us” or “our”) respects the privacy of the information you have entrusted to us. This Privacy Policy (“Policy”) applies to both the online and offline collection of personal information by DEALERSHIP. By using our website and services (collectively, the “Services”), you acknowledge you have read and understand the terms and conditions of this Policy. If you do not agree to the terms and conditions of this Policy, please do not use our Services.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, WHICH MAY, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, REQUIRE YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST DEALERSHIP ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

INFORMATION COLLECTED

We collect the following categories of information from and about you:

- Contact information, such as name, postal address, email address, and phone number.
- Information regarding your lease or finance terms and monthly payment amounts, that we may obtain from third-party sources.
- Information regarding the mileage on your vehicle, which is collected when you bring your vehicle to our dealership’s service department, or that we may obtain from third-party sources.
- Geolocation information.
- Online identifiers, such as username and IP address.
- Usage information, such as how you and your device interact with our website (e.g., the pages you visit or the search terms you enter).
- Other information, such as your car preferences, or information regarding your potential trade-in vehicle, that you provide or that we may obtain from third-party sources.

COOKIES

We, and third parties we allow, use cookies and other similar technologies. Cookies are small text files placed on your device that uniquely identify your device and which a website can transfer to a consumer’s hard drive to keep records of his or her visit to a website. We, or third parties, may use session cookies or persistent cookies. Session cookies only last for the specific duration of your visit and are deleted when you close your browser. Persistent cookies remain on your device’s hard drive until you delete them or they expire. Different cookies are used to perform different functions, which are explained below:

- Essential. Some cookies are essential in order to enable you to move around our website and use its features, such as accessing secure areas of our website. Without these cookies, we cannot enable appropriate content based on the type of device you are using.
- Analytics. We use Google Analytics to measure how you interact with our website and to improve your use experience. To learn more about Google Analytics privacy practices and opt-out mechanisms, please visit the Google Analytics Security and Privacy Principles page at <https://support.google.com/analytics/answer/6004245?hl=en>. Google also provides a complete privacy policy and instructions on opting-out of Google Analytics at <https://tools.google.com/dlpage/gaoptout>.
- Targeted Advertising. We use cookies to compile information on our users interaction with our website. We use this information to serve ads to you off of our website.

There are several ways to manage cookies. You can control the use of cookies at the browser level, by instructing your browser to accept cookies, disable cookies or notify you when receiving a new cookie. Please note that if you reject cookies, you may still use our website, but your ability to use some features or areas of our website may be limited. The Network Advertising Initiative also offers a means to opt-out of a number of advertising cookies. Please visit www.networkadvertising.org to learn more. Note that opting-out does not mean you will no longer receive online advertising. It does mean that the company or companies from which you opted-out will no longer deliver ads tailored to your preferences and usage patterns.

USE OF INFORMATION COLLECTED

We use the information we collect from you for the following purposes:

- To provide our Services.
- To send you marketing communications.
- To respond to your requests and inquiries.
- To improve user experiences by making our website easier to use and navigate.
- For other legitimate business purposes.

SHARING AND DISCLOSURE OF INFORMATION

We may share or disclose your information to the following categories of third parties and for the following reasons:

- To third-party service providers, agents or independent contractors who help us maintain our Services and provide other administrative services to us.
- To unaffiliated third parties whose products and/or services we believe might be of interest to you.
- We may share your personal information in the course of any reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.
- We may disclose your personal information to law enforcement, government agencies, and other related third parties, in order to comply with the law, enforce our policies, or protect our or others' rights, property or safety.

COLLECTION AND USE OF INFORMATION FROM CHILDREN

Our Services are not intended for children. We do not knowingly collect personal information from children, and none of our Services are designed to attract children. In the event that we learn that a person under the age of 13 has provided personal information to us, we will delete such personal information as soon as possible.

OPT-OUT

We provide you the opportunity to opt-out of marketing communications by: (a) clicking the “unsubscribe” link in email communications; (b) clicking the “Do Not Sell My Personal Information” link in the footer of our website; or (c) by contacting us using the contact information provided below. We will process your request as soon as possible in accordance with applicable law, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed.

Additionally, we may send you information regarding our Services, such as information about changes to our policies and other notices and disclosures required by law. Generally, users cannot opt-out of these communications, but they will be primarily information in nature, rather than promotional.

THIRD-PARTY LINKS

Our website contains links to other sites. DEALERSHIP is not responsible for the privacy practices or content of such other sites. If you have any questions about how these other sites use your information, you should review their policies and contact them directly.

YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83 permits visitors to the Services who are California residents to request certain information, once a year, regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an email using the contact information provided below and put “Shine the Light Request” in the subject line of your email.

If you are a California resident, as of January 1, 2020, you have the following additional rights:

- You have the right to request information about the categories and specific pieces of personal information we have collected about you, as well as the categories of sources from which such information is collected, the purpose for collecting such information, and the categories of third parties with whom we share such information.
- You have the right to request information about our sale or disclosure for business purposes of your personal information to third parties.
- You have the right to opt-out of the sale of your personal information to third parties. From January 1, 2020, you can exercise this right through the “Do Not Sell My Personal Information” link in the footer of our website.

- You have the right to request the deletion of your personal information. Please note that notwithstanding your request, California law permits us to retain certain categories of personal information for numerous purposes, including to complete a transaction, to perform a contract between you and DEALERSHIP, and to comply with a legal obligation, such as a record retention requirement.
- You have the right to not be discriminated against for exercising any of these rights.

If you would like to exercise one or more of the above rights, please contact us using the contact information provided below.

NOTICE REGARDING PUBLIC POSTING AREAS

Please note that any information you include in a message you post to any public posting area is available to anyone with Internet access. If you do not want people to know your email address, for example, do not include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN PUBLIC POSTING AREAS. DEALERSHIP IS NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN PUBLIC POSTING AREAS.

SECURITY

We implement reasonable security measures to ensure the security of your personal information. Please understand, however, that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, DEALERSHIP cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to us is done at your own risk. If we learn of a security system breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Services or providing personal information to us, you agree that we can communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Services. We may post a notice via our website if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

INTERNATIONAL DATA TRANSFERS

DEALERSHIP is based in the U.S. If you choose to provide us with information, please understand that your personal information may be transferred to the U.S. and that we may transfer that information to our affiliates and subsidiaries or to other third parties, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. If you are visiting from the EU or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your personal information to the U.S. and other jurisdictions which may not have the same data protection laws as the EU. We put in place appropriate operational, procedural, and technical measures in order to ensure the protection of your personal information. You acknowledge you understand that by providing your personal information: (i) your personal information will be used for the uses identified

above in accordance with this Policy; and (ii) your personal information may be transferred to the U.S. and other jurisdictions as indicated above, in accordance with applicable law.

ASSIGNMENT

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

DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

Except where and to the extent prohibited by law, by using the Services, you and DEALERSHIP agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Services or the breach, enforcement, interpretation, or validity of this Policy or any part of it (“Dispute”), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent to:

- DEALERSHIP, at 2499 Auto Mall Parkway, Fairfield, CA 94533;
- The Contact Us address listed below; or
- You, at the address we have on file for you.

Both you and DEALERSHIP agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available, or will be more limited in arbitration, including discovery and appeal rights. All such disputes shall be exclusively submitted to JAMS Mediation, Arbitration and ADR Services at www.jamsadr.com for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

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

CHOICE OF LAW

This Policy has been made in and shall be construed in accordance with the laws of the State of California, without giving effect to any conflict of law principles. Any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the

State of California and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

HOW WE RESPOND TO DO-NOT-TRACK SIGNALS

At this time our website does not recognize automated browser signals regarding tracking mechanisms, which may include “Do Not Track” instructions.

CHANGES TO THIS PRIVACY POLICY

We reserve the right to change this Policy from time to time. When we do, we will also revise the “Effective Date” at the top of this Policy. If we make material changes to the Policy, we will notify you by placing a prominent notice on our website and/or by sending you an email at the email address we have on file for you. We encourage you to periodically review this Policy to keep up to date on how we are handling your personal information.

CONTACT US

If you have any questions, comments or concerns about our privacy practices or this Policy, please contact us at:

BMCG Enterprises, Inc.,
Attn: Hopkins Privacy
643 Bair Island Road, Suite 305
Redwood City, CA 94063
privacy@bmcgent.com
(866) 364-2420