



USAA Safe Driving Program Terms and Conditions

1. Description of Program

1.1 Thank you for trusting us with your auto insurance needs. Safety and prevention are core to USAA's mission. One of the purposes of developing the USAA safe driving program is to assist USAA members in understanding how to become safer drivers. The USAA SafePilot™ mobile application ("USAA SafePilot") was created as part of the program to instruct, incentivize and inspire safer driving. The USAA safe driving program also serves to potentially save USAA members money by measuring driving behavior and providing feedback to improve driving patterns through USAA SafePilot.

1.2 These terms and conditions ("Terms") constitute a legal agreement between you and any other named driver on your auto policy enrolled in the safe driving program (collectively referred to as "you") and United Services Automobile Association and its affiliates (collectively, "USAA" or "we") for your participation in the USAA safe driving program. The Terms apply in addition to, and is not intended to replace, any other agreement that may apply in connection with your USAA products and/or services.

1.3 USAA SAFE DRIVING PROGRAM NOTICE: AT PRESENT, THE PROGRAM IS A LIMITED OFFERING. AVAILABILITY, ACCURACY, AND PERFORMANCE OF USAA SAFEPILOT, AND SPECIFIC FEATURES MAY VARY.

1.4 USAA SafePilot is available on the Apple App store and Google Play store.

2. Acceptance of Terms

2.1 In consideration of the offered discounts set forth in Section 5.5 below, and other valuable consideration, you agree to be legally bound by the Terms as a condition of your initial and continued use of USAA SafePilot.

2.2 The Terms may, as the USAA SafePilot Program evolves or at USAA's discretion, be revised from time to time with or without notice. Your continued use of USAA SafePilot, and that of any end user on your policy, following such change will reflect your acceptance of the revised Terms. You are therefore asked to check this page periodically for your own agreement. If any change to the Terms is not acceptable to you, you can terminate the use of the USAA SafePilot immediately by discontinuing use and deletion of the app from your device.

3. Eligibility and Use

3.1 To participate in the USAA safe driver program and to use USAA SafePilot, you must be a member of USAA and a named insured or spouse on the USAA auto policy and, as applicable, have the authority to express consent for all rated drivers, vehicles and operators on that policy. The Terms apply to all drivers on your policy, whenever added.

3.2 Eligibility: USAA reserves the right to restrict access to the USAA safe driving program and USAA SafePilot as necessary to satisfy legal or regulatory requirements which either presently, or may in the future, exist.

3.3 Device Capabilities and Updates: To participate in the USAA SafePilot Program, you are required to download and install USAA SafePilot. From time to time, you may be required to install software updates. Certain features of USAA SafePilot may require specific hardware elements, such as wireless internet access capability, Bluetooth antenna, or other.

3.4 Termination of Access: USAA may, at any time, suspend your access to the USAA SafePilot, or any components thereof, at its discretion. You may uninstall USAA SafePilot at any time. You should uninstall USAA SafePilot if you transfer your device to someone else. USAA may, without prior notice or liability, discontinue or change any aspect of USAA SafePilot. This includes restricting or removing access to specific features or data which may previously have been accessible.

4. Information Use and Privacy

4.1 Privacy and Security: Personal information received by USAA will be treated in accordance with the USAA Privacy Promise and Online Information Practices which can be found at www.usaa.com/privacy. To protect your personal information from unauthorized access and use, we use security measures that comply with applicable state and federal privacy laws. These measures include computer safeguards and secured files and buildings.

5. Feature Specific Information

5.1 Data Collected: USAA SafePilot collects date and time as well as driving behavior information relating to your vehicle including but not limited to speed, acceleration, braking, swerving, cornering, distance driven, location and other driving related data ("Data").

5.2 Text Messages. For new enrollees to the USAA safe driving program on your policy, USAA or its affiliates, agents, vendors, or service providers (collectively "USAA"), will send SMS messages ("messages") to those individuals whose phone number you have provided to USAA. WHEN YOU INSTRUCT USAA TO SEND MESSAGES RELATED TO THE USAA SAFE DRIVING PROGRAM TO YOU OR TO OTHERS, YOU REPRESENT AND WARRANT THAT YOU AND EACH PERSON YOU HAVE INSTRUCTED US TO MESSAGE CONSENT TO RECEIVE SUCH MESSAGES AND ANY OTHER RELATED ADMINISTRATIVE TEXT MESSAGES FROM USAA. "Administrative text messages" are periodic transactional messages from USAA, including but not limited to a "welcome message" or instructions on how to stop receiving messages. You or others no longer wishing to receive such messages can opt-out of receiving further messages from USAA at any time by following the instructions provided. If you no longer wish to receive such messages, you agree that you will opt-out through the instructions provided. If you have reason to believe that others on whose behalf you have relayed consent to receive such messages no longer wish to receive such messages, you agree you will instruct them to opt-out following the instructions provided. You also represent and warrant to USAA that each person you have instructed us to message understands that each person is responsible for the cost of any message charges assessed by their mobile carrier, including any international message charges that may apply when messages are transmitted from US-based numbers.

5.3 Use of Data: Data collected through USAA SafePilot will be used to power the USAA safe driving program, including determining your driving score. By participating in the USAA safe driving program, you consent to the transmittal, download, retrieval, access, storage, and use of the data by USAA and our third party service providers. Data may be used for any purposes consistent with the terms of your USAA auto insurance policy. Data may also be used for other business purposes, including: 1) understanding adherence to the Terms; 2) working with third party service providers to assist us with research, analysis or other services; 3) detecting and preventing fraud; 4) detecting and analyzing collisions; and 5) developing and implementing new rating factor and scoring models. Nothing contained herein prevents USAA from using the data in determining future availability of insurance or premium amount. Finally, for the avoidance of doubt, data may be used and/or discoverable in a lawsuit or a claims investigation.

5.4 Program Results. Program results are available to you solely through USAA SafePilot. USAA SafePilot may help promote safer driving; however, USAA MAKES NO REPRESENTATIONS OR EXPRESS OR IMPLIED, REGARDING USAA SAFEPILOT AND THE SAFE DRIVING PROGRAM. USAA DOES NOT REPRESENT OR WARRANT THAT USAA SAFEPILOT AND/OR THE SAFE DRIVING PROGRAM WILL RESULT IN SAFER DRIVING; NOR DOES IT REPRESENT OR WARRANT THAT USAA SAFEPILOT AND/OR THE PROGRAM WILL PREVENT UNSAFE DRIVING, COLLISIONS OR OTHER HARMFUL EVENTS. USAA PROVIDES USAA SAFEPILOT AND THE SAFE DRIVING PROGRAM "AS-IS" AND "AS-AVAILABLE" AND IS NOT RESPONSIBLE FOR INCOMPLETE OR INACCURATE DATA. DATA COLLECTED, INCLUDING RAW DATA, WILL NOT BE MADE AVAILABLE EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS REQUIRED BY LAW.

5.5 Program Discount

Enrollment & Participation Discount

Upon enrollment, a participation discount will be applied to the auto policy in participating locations. If all drivers in the household do not choose to participate, the participation discount will be reduced and applied based on a proportion of the number of participants. For example, if the maximum available participation

discount is 5% and a household of two drivers only elects to have one driver participate, the participation discount will be reduced to 2.5%.

Renewal Discount

Following enrollment, download and use of USAA SafePilot, USAA SafePilot will begin capturing the driving behavior. During the first 14 days, participants will be provided with feedback on their driving behavior. However, the driving behavior of the first 14 days will not be used in the determination of the driving score. After 14 days, the driving behavior will be used in the determination of the driving score. Participants will continue to receive feedback on their driving behavior.

At the end of the participants' initial policy term, the driving score will be converted to a discount to be applied to the auto policy in participating locations. USAA SafePilot will continue to collect data during the next term for the purpose of scoring the driving behavior to determine if a driving discount can be applied for subsequent renewals.

If USAA SafePilot did not receive enough driving behavior information during the policy term, the participation discount will apply while USAA SafePilot collects driving behavior to establish a driving score. The participation discount can be applied up to 365 days if there is not enough data to determine a driving score at each renewal.

5.6 Disclaimer

USAA SafePilot is intended to be used solely in hands free mode. Use of a mobile or handheld device is at your own risk and subject to applicable local, state and federal laws. You agree to hold USAA and our service providers harmless for your use of USAA SafePilot, including but not limited to your failure to abide by relevant laws and regulations while driving.

6. Support and Availability

6.1 Support: For support related to USAA SafePilot or the USAA safe driving program, please call 1-800-531-8722 for assistance.

7. Other Terms

7.1 Third-party Fees: USAA SafePilot transmits data via your wireless carrier or an accessible Wi-Fi network. USAA is not responsible or liable for any charges associated with your use of USAA SafePilot. You are responsible for any fees charged by your telecommunications provider or any other third party in connection with your use of USAA SafePilot

7.2 Severability: If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Terms shall continue to remain in full force and effect.

7.3 Warranty: THE USAA SAFE DRIVING PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USAA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NONINFRINGEMENT. USAA EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, INCLUDING WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF THE SERVICE, THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE SERVICE.

7.4 Trademarks: USAA trademarks and related imagery used in connection with the USAA safe driving program are the property of USAA. Other trademarks and related imagery encountered are the property of their respective owners.

7.5 Jurisdiction and Venue. If any claim or dispute under this agreement is not subject to arbitration, then exclusive jurisdiction and venue shall be with a court of competent jurisdiction in Bexar County, Texas. You consent to the jurisdiction of such courts and agree to accept service of process issued by such

7.6 Limits on Use of Application. Services provided through the safe driving program ("Services") may contain proprietary content that is protected by intellectual property laws. You agree to the Services only as permitted. You agree not to engage in any of the following prohibited actions:

- Reproduce any portion of the Services in any form or by any means.
- Modify, rent, lease, loan, sell, distribute, reverse engineer, or create derivative works based on the Services, in any manner.
- Exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.
- Use the Services to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party.
- Use or assist others to use the Service or equipment for any unlawful, unauthorized, abusive or fraudulent purpose.

7.7 Termination. USAA and its licensors reserve the right to change, suspend, remove, or disable access to any Program at any time without notice. In no event will USAA be liable for the removal of or disabling of access to any such Program. USAA may also impose limits on the use of or access to the Program, without notice. You may terminate your participation in the program by discontinuing use of USAA SafePilot and notifying USAA.

7.8 Miscellaneous. Subject to section 1.2 above: (a) The Terms represent the complete agreement concerning the safe driver program between you and USAA and supersedes all prior or contemporaneous agreements and representations between you and USAA regarding the subject matter the Terms. (b) The Terms, as amended from time to time, will remain in force as long as your automobile policy continues to be in effect through any renewal, transfer, reinstatement, or amendment of the automobile policy, or, if you request to discontinue participation, until 30 days after participation is discontinued.

7.9 Additional Information. Use of the term "member" or "membership" does not convey any eligibility rights for auto and property insurance products, or legal or ownership rights in USAA. Membership eligibility and product restrictions apply and are subject to change. To be eligible for auto and property insurance, separated military personnel must have received a discharge type of Honorable.

Eligible former dependents of USAA members may purchase auto or property insurance if the member obtained USAA auto or property insurance.

USAA means United Services Automobile Association and its insurance, banking and other companies. Banks Member FDIC.

No Department of Defense or government agency endorsement.