Terms of Use (Last Updated Effective January 9, 2025)

These Terms of Use govern your use of the online and any mobile versions of websites, and mobile applications, operated directly or indirectly by Toyota Financial Savings Bank and Toyota Financial Consumer Solutions (individually and collectively "Toyota"). A website or mobile application is operated "indirectly" by us when it is created, managed and or operated on our behalf by another company we hire to create, manage or operate the website or mobile application for us (each a "Site Service Provider"). In these Terms of Use, our websites and mobile applications operated directly or indirectly by us are individually each a "Site" and collectively our "Sites."

By using a Site or any Service, you agree to these Terms of Use. Certain Services may be subject to terms, conditions, agreements and limitations that are not expressly stated in these Terms of Use ("Additional Terms"). Additional Terms related to particular Services may appear elsewhere on a Site or be distributed to you in another format such as paper. By agreeing to these Terms of Use, you agree to the Additional Terms appearing on this Site

In these Terms of Use, "we," "our" or "us" mean Toyota and our Site Service Providers. "You" and "your" mean the user of a Site and or Service. Our products and services including applications for deposit or credit accounts with us and online services you may obtain on a Site are each a "Service" and collectively, "Services." Any deposit or credit account you may have with us is an "Account."

Communications Consent

Toyota, our affiliates, agents, business partners and service providers or any assignees of the foregoing (individually and collectively, as applicable in this Communications Consent section, "we," "us" or "our") may call you, leave you a voice, prerecorded, or artificial voice message or send you a text including SMS text, Email or other electronic message for any purpose related to your Accounts, the Services and, or surveys or research (each a "Communication"). We may include your personally identifiable information in a Communication and conduct a Communication using an automated dialing machine and any contact information we have for you, including a cell phone number. We will not charge you for a Communication, but your service provider may do so. You understand and agree that we may always communicate with you in any manner permissible by law that does not require your consent.

Location of Deposit Account and Credit Activity. All of our deposit and credit activity is considered conducted in or from our offices in the State of Nevada. Without limiting the previous statement: (a) all applications for our deposit accounts or for an extension of credit from us are considered submitted to and received by us in our offices in Nevada; (b) all deposit accounts held by us and all of our decisions regarding those accounts are considered opened or made from or in our offices in the State of Nevada; and (c) all credit decisions are made by us and all credit is deemed extended from our offices in the State of Nevada.

Credit Applications. This section applies if you are applying for credit on a Site.

By submitting a credit application to us, you agree that: we may investigate your credit and employment history; obtain one or more credit reports on you and contact your references in connection with your application; if an account is opened for you in response to your application to us, you authorize us to obtain credit reports on you for the review, update, extension or collection of your account or other legitimate business purpose related to your account, contact your references and other creditors in connection with the collection of your Account and release information about you and your credit experience with us as permitted by law. You also agree that our acceptance of a credit application from you does not constitute a commitment to lend to you on any particular terms or conditions.

You acknowledge and agree that you have received the following Credit Application Notices as applicable to you:

Notice to California Residents. An applicant, if married, may apply for a separate account.

Notice to Maine, Rhode Island and Tennessee Residents. If you are required to obtain insurance of any kind as a condition of your loan, you may buy this insurance from anyone you choose. You do not have to buy it from someone affiliated with us. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the requirements of your loan documents or the insurance company does not satisfy our reasonable standards for an insurance provider.

Notice to New York Residents. In connection with your credit application, we may request a consumer report on you. If you request, we will inform you whether or not a consumer report was requested and, if it was, of the name and address of the consumer reporting agency that furnished the report. Additional consumer reports may be ordered without further notice to you in connection with any update renewal or extension of credit granted.

Notice to Ohio Residents. The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon requests. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Rhode Island Residents. Credit Reports may be obtained in connection with your application for credit

Notice to Wisconsin Residents. No provision of any marital property agreement, unilateral statement (under Wis. Stat. 766.59), or court degree (under Wis. Stat. 766.70) applied to marital property, adversely affects your creditor's (your "Creditor") interest unless your Creditor is furnished a copy of such agreement, statement or decree or your Creditor has actual knowledge of such adverse provision before credit is granted. If credit is granted pursuant to your application to Creditor, your spouse will also receive notification that credit has been granted to you.

You promise to advise us in writing if you are applying for credit, which if granted, will be incurred in the interest of your marriage and family.

<u>Notice to New Jersey Residents</u>. The mortgage loan lender and servicer for New Jersey residents is Toyota Financial Consumer Solutions.

Information Only

You have permission to access the content on our Sites and to print or download copies of content only for your use in learning about and obtaining or maintaining a Service. Your use of a Site does not create a fiduciary relationship between you and us. You are responsible for seeking tax, financial, or legal advice when appropriate or necessary.

Accuracy and Availability of Sites

While we make all reasonable efforts to ensure that all material on our Sites is correct, accuracy cannot be guaranteed. We assume no responsibility if a Site or Service becomes unavailable for any reason or fails to meet your needs or requirements.

Availability of Products and Services.

Each Site contains information about one or more of our Services. Our Services are not available in all jurisdictions and have other eligibility requirements. Please contact us for further information about availability restrictions, eligibility requirements and other terms and conditions applicable to our Services. Please refer to the Contact Us section of this Site for the appropriate contact information.

Linked Websites

Our Sites may contain hypertext links to other websites that are completely independent of our Sites. Unless we tell you otherwise in writing, we do not operate or control any of the information, products or services on such linked websites. You acknowledge and agree that: (a) you access such linked website at your own risk; (b) we make no representation or warranty, and assume no responsibility for, any linked website or the actions or omissions of its owners or operators; (c) we make no endorsement of, and assume no responsibility for, any goods or services offered by the companies that "power" or support these linked websites; and (d) although we may have a contractual or other relationship with the operators of a linked website, we will not be responsible for the content, accuracy, integrity or operation of their website.

Compliance with Law and Prohibited Conduct

You will comply with the laws that apply to your use of our Sites and Services. You also agree to comply with the rules of the Internet service providers, networks, hosting and telecommunication services, servers, computer

databases, and websites that you access or use in conjunction with the Sites or Services.

You will not use our Sites or Services to: (a) conduct any fraudulent or illegal activity; (b) violate any statute, regulation or other legal authority; (b) violate our patent, trademark, service mark, copyright or other intellectual property rights or those of any other person or company; (c) violate our other property or privacy rights or those of any other person or company; (d) interfere with or obtain unauthorized access to our computer systems or those of any other person or company; or (e) impersonate our identity or that of any other person or company.

Proprietary Information and Copyright

The information contained on our Sites is protected by copyright and may not be reproduced without our written consent. You acknowledge and agree that the software used by us in the operation of our Sites, and the copyright, patent, trademark, trade secret and all other proprietary rights in and to the technology, designs, graphics, marks and software used by us for the Sites and the Services, are proprietary to us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to them by reason of these Terms of Use or otherwise. You may not reverse engineer, modify, or de-compile any of the technology that we make available to you. You agree not to engage in the practice known as "screen- scraping" in an attempt to obtain a list of our Site users or otherwise. You agree to comply with the terms of any license agreement we make available to you with any software.

Limitation on Liability and Warranty Disclaimers

OUR SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED REGARDING OUR SITES, THE CONTENT OF OUR SITES, THE SERVICES, THE GOODS OR SERVICES ADVERTISED BY THIRD PARTIES VIA THIS SITE OR LINKED SITES, OR THE SUBJECT MATTER OF THESE TERMS OF USE. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. WE ASSUME NO RESPONSIBILITY FOR THE UNAVAILABILITY OF OUR SITES, FOR VIRUSES CREATED BY THIRD PARTIES, OR FOR INFORMATION PROVIDED BY THIRD PARTIES. NO CONTENT AVAILABLE AT OR THROUGH OUR SITES SHALL CREATE ANY WARRANTY. EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR SIMILAR DAMAGES, WHETHER OR NOT THEY ARE FORESEEABLE, INCLUDING CLAIMS FOR LOSS OF GOODWILL, PROFITS, DATA, USE OF MONEY OR PRODUCTS, STOPPAGE OF WORK OR IMPAIRMENT OF ASSETS, WHETHER ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. To the extent these laws apply to you, some of the provisions set forth in these Terms of Use may not apply.

We are not responsible for errors or negligent use of the Services or Sites, including input errors, negligent handling or sharing of passwords, and leaving a computer, laptop or mobile device unattended while using a Site or Service.

You agree to indemnify, defend and hold us and our affiliates, Site Service Providers and other service providers and our respective directors, officers, employees and agents harmless from and against all claims, actions, proceedings, damages and costs (including attorney's fees) related to or arising out of: (a) your use of our Sites or the Services; (b) the actions or omissions of third parties who advertise at our Sites or through linked sites; (c) our reliance on instructions that are accompanied by your password, user identification or other security code; or (d) your breach of these Terms of Use.

Termination

We may terminate a Site or any portion of a Site or the Services or your use of a Site or any of the Services at any time without cause. To the extent permitted by law, we may do so without notice to you. Following any such termination, these Terms of Use will continue to apply to any obligations incurred or arising prior to the termination.

Amendments

As permitted by law, we may add to, delete from, or change the Terms of Use by posting a revised Terms of Use on our Sites or by sending you a written or electronic notice. Your continued use of a Site or Service after such

posting or notice signifies your agreement to the changes. As such, you should visit this page periodically.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this agreement will continue in effect.

Waiver

Any waiver of the provisions of these Terms of Use must be in writing to be valid. No waiver will occur as a result of a usage of trade, custom or practice.

Nevada Law

The validity, interpretation and legal effect of these Terms of Use will be governed by the laws of the State of Nevada, without reference to its conflict of law provisions.

Questions, Comments or Concerns

Should you have any questions, comments or concerns about our Sites or Services, please refer to the Contact Us section of this Site for the appropriate contact information.