

Dealertrack PaymentDriver® Visitor Agreement

Effective Date: February 13, 2016

Thank you for your interest in Dealertrack. In this Visitor Agreement, the terms "Dealertrack," "we," "us," and "our" refer to Dealertrack, Inc. and the terms "you" and "your" refer to you as a user of our websites, mobile and other online applications and products and services (collectively, the "Dealertrack Sites").

I. General Provisions

- A. By using the Dealertrack Sites, you accept the terms of this Visitor Agreement. This is a legally binding agreement between you and Dealertrack; please read it carefully. When using the Dealertrack Sites, you may be subject to other posted terms and guidelines applicable to certain services available on or through the Dealertrack Sites. All terms and guidelines on the Dealertrack Sites, including our Privacy Statement (https://ebusiness.dealertrack.com/Suite/documents/DRS_Privacy_Statement.pdf), are part of this Visitor Agreement and incorporated herein by reference. Unless explicitly stated otherwise, any features or services available at any time on the Dealertrack Sites are subject to this Visitor Agreement. Accessing the Dealertrack Sites in any manner, even through automated means, constitutes your use of the Dealertrack Sites and your agreement to be bound by this Visitor Agreement. Dealertrack may change the terms of this Visitor Agreement from time to time and will revise the effective date when it does so. Your continued use of the Dealertrack Sites after the posted effective date of any such change constitutes your agreement to be bound by this Visitor Agreement as modified, except that modifications do not apply to any dispute arising prior to their effective date. Dealertrack may change, restrict access to, suspend, or discontinue the Dealertrack Sites, or any portion thereof, at any time.
- B. The material that appears on the Dealertrack Sites is for general informational purposes only. While we aim to provide a site that is useful, you are hereby advised that the Dealertrack Sites may, from time to time, contain errors. The Dealertrack Sites includes materials and information collected from and provided by third parties that we may not have evaluated or reviewed. We make no guarantees regarding the accuracy, completeness, timeliness, or reliability of any of the materials or information on the Dealertrack Sites, and you should not rely on such materials or information without independent verification.

II. Vehicle Listings

- A. The Dealertrack Sites contain vehicle listings and information services that bring together buyers and sellers of motor vehicles. Neither Dealertrack nor any of its affiliates, partners, participating lenders ("Participating Lenders") or other third parties that hyperlink to any Dealertrack Sites are a party to any transaction between vehicle buyers and sellers that originates on or through the Dealertrack Sites. Information about a particular vehicle is supplied by the seller, not by Dealertrack. The price and other terms of any sale remain subject to direct negotiation between the buyer and the seller.
- B. Though we hope that all who come to the Dealertrack Sites will act honorably and treat each other fairly, we cannot verify the information that sellers supply or guarantee the vehicles they offer.

C. Buying a Vehicle

1. The prices listed by sellers on the Dealertrack Sites often exclude sales tax, finance charges, title, license, regulatory, dealer documentary, emissions testing, and compliance fees, any or all of which may be added to the listed price to arrive at the final sale price of a particular vehicle. Before purchasing a vehicle or any other good or service you have read about on the Dealertrack Sites, you should confirm with the seller thereof any information, including the price that is important to your purchasing decision. Dealertrack is not responsible for, and does not guarantee the performance of, any such vehicles, goods or services listed or researched on the Dealertrack Sites.
2. Our used car listings may include vehicles that have been "certified" as meeting certain standards established by manufacturers and/or dealers in connection with their pre-owned vehicle programs. The decision to certify any particular vehicle is made by the certifying manufacturer or dealer, and the vehicle information included in the Dealertrack Sites' certified vehicle listing is provided by the listing dealer. Neither Dealertrack nor the manufacturer is responsible for the accuracy or inaccuracy of any information contained in a certified vehicle

listing. Only the party that certifies a vehicle is responsible for the decision to certify that vehicle. You should familiarize yourself with the terms of the applicable certification program before buying a certified vehicle.

III. **PaymentDriver®**

- A. PaymentDriver® calculates estimated monthly payments on a particular vehicle using a calculation tool and inputs from you and a Participating Lender. Notwithstanding anything to the contrary contained herein, it may not reflect the actual terms of financing available to you for the vehicle. Financing is still subject to an application process through a Participating Lender. Various inputs for PaymentDriver®, such as trade-in allowance, may also be subject to further review by sellers. Participating Lenders are not owned or operated by, nor are they affiliated with or acting on behalf of, Dealertrack. Dealertrack expressly disclaims any liability resulting from your application for financing or refusal to approve financing by a Participating Lender.
- B. Listed rates, payments, incentives, and other terms are estimates for example purposes only. Information provided is based on a seller's geographical location and a top tier credit score where alternate values are not provided by you. The payment information provided by PaymentDriver® is not a commitment by any organization to provide credit, leases, or other programs. Some customers may not qualify for listed programs. Your terms may vary.
- C. **Participating Lenders**
 - 1. Participating Lenders pay us a monthly subscription to host PaymentDriver® on their behalf and to receive leads through PaymentDriver®. Participating Lenders are not owned or operated by Dealertrack, and, except as described herein, are not otherwise affiliated with Dealertrack. Participating Lenders are not responsible for any of the content or information (or the accuracy thereof) displayed or transmitted to you via Dealertrack Sites or from third parties.

IV. **Third-Party Services**

- A. For your convenience, we make available a variety of links to other websites that we do not operate where you can obtain automotive-related products and services, including applying for pre-qualified financing via links to the websites of Participating Lenders.
- B. You release Dealertrack, its affiliates and Participating Lenders from any damages that you may incur, and agree not to assert any claims against them, arising from your purchase or use of third-party supplied products and services.
- C. Although we make available links to the websites of third-party providers of products and services, we are not responsible for the prices, terms, quality, reliability, or performance of the products or services provided by them. Your correspondence or business dealings with, or participation in the promotions of, vendors or other third parties found on or through the Dealertrack Sites, including payment and delivery of goods or services and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. Dealertrack and its Participating Lenders are not responsible or liable for any loss or damage incurred as the result of such dealings with or the presence of such third parties on the Dealertrack Sites.

V. **Ownership and Permissions**

- A. The Dealertrack Sites are provided to our end users for their personal, non-commercial use only. The materials on the Dealertrack Sites are the property of Dealertrack or its licensors, and are protected by U.S. copyright laws, other copyright laws, and international conventions. Except as explicitly provided in this Visitor Agreement, you may not distribute, transmit, display, reproduce, modify, create derivative works from, or otherwise exploit any of the materials on the Dealertrack Sites. You may display and occasionally print a single copy of any page of the Dealertrack Sites for your personal, non-commercial use, but you may not otherwise reproduce any material appearing on the Dealertrack Sites without the prior written consent of the owner of such materials. You may not store any significant portion of, nor distribute copies of, materials found on the Dealertrack Sites, in any form (including electronic form), without prior written permission from the owner of such materials. Requests for permission to reproduce or distribute materials found on the Dealertrack

Sites should be sent to our Customer Service Manager, Dealertrack, 3003 Summit Boulevard, Suite 200, Atlanta, Georgia 30319.

- B. Dealertrack and the Dealertrack logo are all trademarks owned by us or our licensors. The names of other products and services (including, without limitation, Participating Lenders) referred to on the Dealertrack Sites may be the trademarks of their respective owners. You may not use any trademark or service mark appearing on the Dealertrack Sites without the prior written consent of the owner of the mark.
- C. You acknowledge that by transmitting or inputting any material on or through the Dealertrack Sites, you grant us, or anyone authorized by us, an unrestricted, non-exclusive, worldwide, royalty-free, perpetual, irrevocable, license to use, modify, perform, display, broadcast, reproduce, create derivative works from, transmit, sell or otherwise use, exploit or distribute, at no cost whatsoever, all such material (including, without limitation, all intellectual property rights embodied therein), in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose. The foregoing license includes the right to exploit any proprietary rights in such material, including, but not limited to, rights under copyright, trademark, or patent laws that exist in any applicable jurisdiction. You will not receive any compensation of any kind for the use of any material you transmit or input via the Dealertrack Sites.

VI. **Content**

- A. You assume total responsibility and risk for your use of any interactive areas of the Dealertrack Sites. You acknowledge that any of the user-generated content posted or transmitted through the Dealertrack Sites represents the views of the author, and not of Dealertrack or any of its Participating Lenders. You also acknowledge that your use of or reliance on such content is at your own risk.
- B. When publishing anything to the Dealertrack Sites or using any interactive features, you agree that you will not post or transmit:
 - 1. any copyrighted material unless you own or control the copyright in and to such material;
 - 2. material that is: knowingly false and/or defamatory, inaccurate, invasive of a person's privacy, or is otherwise in violation of any applicable law, rule, or regulation;
 - 3. material that violates or infringes the rights of any other person or entity, including, without limitation, rights of privacy, rights of publicity, copyright, trademark, or other intellectual property rights;
 - 4. any material containing viruses, Trojan horses, worms, or any other disruptive or harmful component; or
 - 5. material that breaches another's privacy, i.e., containing phone numbers, addresses, or other personal information.
- C. You further agree that you will not attempt or do any of the following:
 - 1. interfere with or disrupt the Dealertrack Sites or our computer systems, servers, or networks;
 - 2. attempt to gain unauthorized access to any part of the Dealertrack Sites, to accounts that belong to other users, or to computer systems or networks connected to the Dealertrack Sites;
 - 3. engage in any systematic extraction of data or data fields, including, without limitation, email addresses, by use of any automated mechanism, such web robots, crawlers, or spiders (except in strict conformance with the Robots Exclusion Protocol) or otherwise;
 - 4. collect information about others without their consent;
 - 5. interfere with the use of the Dealertrack Sites by any other individual or party; or
 - 6. impersonate any person, or otherwise attempt to mislead others about your identity.

- D. Without limiting any of Dealertrack's other rights or remedies, a violation of any of the above may result in the removal of any content you have transmitted or posted, revocation of any accounts you have on the Dealertrack Sites or on our affiliated websites and services, and/or a ban from creating new accounts.

VII. **Termination**

You agree that we may, under some circumstances and without prior notice to you, terminate your use of and access to any of the parts of the Dealertrack Sites to which we restrict access, for example, by requiring registration. Some of the reasons for such termination may include, but are not limited to, (a) a breach or violation or suspected breach or violation of this Visitor Agreement or other incorporated terms or guidelines, (b) a request by law enforcement or another government agency, (c) our decision to discontinue or change all or part of the Dealertrack Sites, (d) technical or security issues, and (e) fraudulent or illegal activities. All terminations will be made in our sole discretion and you agree that we will not be liable for any termination of your use of or access to the Dealertrack Sites or any part of the Dealertrack Sites.

VIII. **DISPUTE RESOLUTION – MANDATORY ARBITRATION AND CLASS ACTION WAIVER**

- A. **ARBITRATION AGREEMENT.** YOU AND DEALERTRACK AGREE THAT ANY CLAIMS OR DISPUTES (“Claims”) THAT ARISE OUT OF OR RELATE IN ANY WAY TO THE TERMS OF THIS VISITOR AGREEMENT, THE DEALERTRACK SITES, OR ANY SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION INSTEAD OF LITIGATION IN COURT. In arbitration, there is no judge and no jury. Instead, Claims are decided by an arbitrator whose authority is created by and governed by this arbitration agreement. Review of arbitration awards in the courts is very limited.
- B. **CLASS ACTION WAIVER:** YOU AND DEALERTRACK AGREE THAT ALL CLAIMS BETWEEN US WILL BE RESOLVED IN AN INDIVIDUAL ARBITRATION. WE BOTH AGREE THAT THERE WILL BE NO CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTIONS IN ARBITRATION. In addition, neither you nor Dealertrack may participate in a class or representative action in court as a class member if the claims asserted in the arbitration would fall within the scope of this arbitration agreement if asserted directly by you or Dealertrack. To be clear, you and Dealertrack both waive any right to participate in any class action involving disputes between us.

This class action waiver is an essential part of our arbitration agreement and may not be severed. If for any reason this class action waiver is found unenforceable, then the entire arbitration agreement will not apply. However, the Jury Trial Waiver set forth in Section IX of the Visitor Agreement will remain in full force and effect.

- C. **ARBITRATOR AUTHORITY:** The arbitrator's authority is governed by this Visitor Agreement. You and Dealertrack agree that the arbitrator may award the same relief that a court of competent jurisdiction could award – consistent with and limited by the Visitor Agreement (including the limitations of liability set forth in Section X), but the arbitrator may not award declaratory or injunctive relief that extends beyond you and your dealings with Dealertrack. An arbitrator may award attorneys' fees and costs to the prevailing party if a court would be authorized to do so under the applicable law.
- D. **ARBITRATION PROCEDURES:** You and Dealertrack agree that your agreement affects interstate commerce, and the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association (“AAA”). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the Claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim is for more than \$75,000, then the Commercial Rules will apply. If there is a conflict between the AAA Rules and this arbitration agreement, then this arbitration agreement shall control. For claims less than \$75,000, Dealertrack will pay all filing fees and costs associated with commencing an arbitration, but you will be responsible for paying your own attorneys' fees (if you chose to use an attorney in arbitration) unless you prevail in the arbitration and the arbitrator finds that you are entitled to recover your fees under the law. The arbitration will be held in a mutually agreeable and convenient location.

E. **SURVIVAL:** This arbitration agreement survives the termination of this Visitor Agreement between you and Dealertrack.

IX. **JURY TRIAL WAIVER.**

You and Dealertrack expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that if for any reason the arbitration agreement contained in Section VIII is not enforced or is found inapplicable, our claims against each other will be resolved by a judge rather than a jury.

X. **Disclaimer of Warranties, Limitation of Liability, and Indemnification**

A. IF YOU RELY ON THE DEALERTRACK SITES OR ANY INFORMATION, PRODUCT, OR SERVICE AVAILABLE THROUGH THE DEALERTRACK SITES, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON OR PROMOTED THROUGH THE DEALERTRACK SITES. THE DEALERTRACK SITES ARE PROVIDED TO YOU "AS IS." DEALERTRACK, ITS AFFILIATES, AND ANY PARTICIPATING LENDERS (COLLECTIVELY, THE "RELATED PARTIES") CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE DEALERTRACK SITES (OR ANY INFORMATION, GOODS, OR SERVICES THAT ARE REFERRED TO, ADVERTISED OR PROMOTED ON, OR SOLD THROUGH THE DEALERTRACK SITES). NOR DO THE RELATED PARTIES GUARANTEE THAT THE DEALERTRACK SITES WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE DEALERTRACK SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE RELATED PARTIES WILL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, OR JUDGMENTS ARISING OUT OF OR RELATED TO ANY CONTENT POSTED TO THE DEALERTRACK SITES BY YOU OR ANY THIRD PARTY.

B. UNDER NO CIRCUMSTANCES WILL THE RELATED PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE DEALERTRACK SITES OR ANY PRODUCT OR SERVICE LINKED TO OR FROM OR ADVERTISED OR PROMOTED ON THE DEALERTRACK SITES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, AND LOSS OF DATA), EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF DEALERTRACK AND ITS AFFILIATES, AGENTS, AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM ARISING OUT OF OR OTHERWISE RELATING TO THE DEALERTRACK SITES WILL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, FOR THE USE OF THE DEALERTRACK SITES OUT OF WHICH SUCH LIABILITY ALLEGEDLY ARISES. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, YOU AGREE THAT THE RELATED PARTIES ARE NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, TORTIOUS, OR ILLEGAL CONDUCT BY YOU OR ANY OTHER PARTY OR ANY INFRINGEMENT OF YOUR OR ANOTHER'S RIGHTS ARISING FROM OR IN CONNECTION WITH THE DEALERTRACK SITES.

C. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY.

D. YOU AGREE TO INDEMNIFY THE RELATED PARTIES AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATED IN ANY WAY TO YOUR USE OF THE DEALERTRACK SITES OR ANY ACTUAL OR ALLEGED BREACH OF THIS VISITOR AGREEMENT.

XI. **Miscellaneous**

- A. This Visitor Agreement has been made in, and will be construed in accordance with the laws of the State of Georgia, without regard to its choice of laws rules. By using the Dealertrack Sites, you consent to the exclusive jurisdiction and venue of the state and federal courts in Fulton County, Georgia in all disputes arising out of or relating to this Visitor Agreement or the use of the Dealertrack Sites.
- B. Please report any violations of this Visitor Agreement to our Customer Service Manager.

END OF VISITOR AGREEMENT