

## **TEAM VELOCITY MARKETING, LLC**

### **LEGAL NOTICES – TERMS OF USE**

*Updated: September 1, 2017*

Team Velocity Marketing, LLC and our affiliates (“us”, or “we”) have created these Terms of Use (or “Terms”) for our website [www.teamvelocitymarketing.com](http://www.teamvelocitymarketing.com), any of its sub-domains, and sites we private label on behalf of our business clients, primarily automobile dealers (“Dealers”) and others in the automotive industry, including portals accessed by Dealers’ customers (collectively, “Site”), and the accounts, services, websites, mobile applications, and products found at or related to the Site (“Services”).

Our Dealer-specific sites provide each Dealer with the ability to view marketing reports about its dealership and customize how it spends its marketing budget, among other functions. Portals we maintain for a Dealer’s customers provide the customer with certain information about that auto dealership, its vehicles, and services. These portals may include applications that enable consumers to build and price cars, obtain special offers, schedule maintenance, obtain information on financing, or access other information pertaining to vehicles they own or lease, among other features.

### **ACCEPTANCE OF TERMS**

These Terms govern your use of our Site, as well as our Services, whether you access the Services directly from the Site or through a third party application or website. Please read these Terms carefully – by accessing or using any part of our Site or Services, you agree to be bound by them. If you do not accept all of these Terms, you may not access or use our Site or Services.

### **USER ACCOUNT**

In order to access certain features of our Site or Services, you may be required to register by creating a user account. Whether you are a Dealer employee or customer, you agree, by becoming a registered user, to: (a) provide and maintain accurate, current, and complete information, (b) maintain the security of your username and password, (c) assume full responsibility for any uses of and actions that take place through your account, and (d) provide us with immediate notice of any breach of security or unauthorized use of your account. Your account may be terminated and your profile and any information you have provided through the Site or Services may be deleted, and/or you may be prohibited from using or accessing the Site or Services, or any portion thereof, at any time, with or without notice, and for any or no reason.

### **PRIVACY**

Respecting your privacy and protecting your personal information is important to us. The types of information we collect and how we use them are set forth in our Privacy Policy available at [TVM Privacy Policy](#) and incorporated into these Terms by reference. By using the Site or Services, you consent to the

collection and use of personal information in accordance with the Privacy Policy. Please note that our Privacy Policy applies only to personally identifiable information we collect on our own behalf and not to information we collect on behalf of Dealers or that they collect and store in one of our applications. Accordingly, you should review their privacy policies and practices, as well.

## **LIMITED LICENSE**

Subject to your complying with these Terms, we grant you a limited, revocable, nontransferable license to access and use the Site and Services to which you have properly gained access, and, in the case of a consumer, solely for your information and personal, non-commercial use. Any use of the Site or Services other than as specifically authorized by these Terms is strictly prohibited and will automatically and immediately terminate the rights and licenses granted herein. Such unauthorized use may also violate applicable laws.

Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property (“IP”) rights, whether by estoppel, implication or otherwise. Except for content you provide, all content on the Site and available through the Services is owned by or licensed to us, with all rights reserved, and is subject to and protected by copyright and other IP rights and laws.

## **USER CONDUCT**

In using the Site or Services, you may not: (a) register an account on behalf of an individual other than yourself, impersonate any person or entity, create a false identity, falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity, or attempt to use another person's account; (b) copy, transmit, display, distribute, download, modify, publish, post, reproduce, or otherwise use the Site or Services for commercial or public purposes without our prior written consent; (c) use data mining, automated scripts, robots or similar data gathering or extraction tools or processes; (d) use the Site or Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or Services; or (e) upload, post, transmit, share, store or otherwise make available any material that (i) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or equipment or that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any law; or (ii) may, in our sole judgment, be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, vulgar, obscene, racist, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

## **DISCLAIMERS**

We are not an automobile dealer, nor a seller or broker for any Dealer. Nor are we a financial institution or seller or broker of any auto financing or insurance services. Information about specific Dealers and their vehicles and services are provided by those Dealers and, in the case of ancillary services, by the entities providing them. While we strive to keep this Site current, we cannot guarantee the accuracy of

information provided through the Site or Services, including, without limitation, the availability or price of any vehicles or auto services or the terms or your eligibility for any promotions or offers, including any financing or leasing terms or offers, and are not responsible for any errors or omissions with respect to the information made available on the Site or through the Services.

The Site and Services, and all content contained therein are provided "AS IS", without warranties of any kind, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Site or Services will be uninterrupted or error free, that any specific information requested will be provided or that the Site or Services will be free of computer viruses or other harmful elements. You expressly agree that the entire risk as to the quality and performance of this Site, and the accuracy, timeliness or completeness of the content and Services, is assumed solely by you. Some states do not allow limitations on implied warranties, so the above limitations, in full or in part, may not apply to you.

Your use of or access to the Site or Services may be denied at any time, without or without notice, and for any or no reason. Any of the Services may be modified or discontinued at any time, without or without notice, and for any or no reason. You agree that we will not be liable to you or any third party for any denial of access to, or modification or discontinuation of, any Services.

The Site is controlled and operated from within the United States. We make no representation that the Site or Services, including the information we collect, complies with the laws of any foreign jurisdictions. If you choose to access the Site or use the Services from outside the United States, you do so at your own risk and are responsible for compliance with any applicable foreign laws.

### **THIRD PARTY LINKS**

The Site or Services may include links to third party sites. Any such third party sites, and any information provided therein, is made available to you by our Site "AS IS", and solely for your information. Some third party services may be provided through third party sites that require you to register on those sites. Any such registration is separate from registration on this Site, and will be governed by the terms of the third party site. You acknowledge and agree that you are responsible for evaluating the risks associated with using any third party sites, content, or services and that we have no liability for any services provided on or through such third party sites and make no representations or warranties concerning the accuracy, integrity or quality of any third party sites or content. With respect to third party content or links posted on the Site, we may receive payment or other consideration, which such content may, but is not required to be, identified as "sponsored content."

### **TRADEMARKS**

All of the trademarks, trade names, service marks, logos, graphics, designs, brands, and service names ("Marks") appearing on the Site are either our registered trademarks, trademarks or trade dress, or are licensed to us for our use. None of the Marks may be used, including as part of trademarks and/or as part

of domain names, in connection with any product or service in any manner that is likely to cause confusion, and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Nothing on the Site should be construed as granting, by implication or otherwise, any license or right to use any of the Marks.

## **COPYRIGHT**

It is our policy to respond to clear notices of alleged copyright infringement, in accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable laws. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your IP rights have been otherwise violated, you may file a written notice of infringement with our copyright agent containing the following information: (a) electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other IP rights; (b) description of the copyrighted work or other IP that you claim has been infringed; (c) description of where the material that you claim is infringing is located on the Site; (d) your name, physical address, telephone number, and email address; (e) a statement that you have a good faith belief that the disputed use is not authorized by the copyright or IP owner, its agent, or the law; and (f) a statement by you affirming that the information provided in your notice is accurate and that you are the copyright or IP owner or authorized to act on the copyright or IP owner's behalf. Please send the foregoing information to [Legal@TeamVelocityMarketing.com](mailto:Legal@TeamVelocityMarketing.com).

## **COMPLIANCE WITH LAW ENFORCEMENT**

We will cooperate with government and law enforcement officials, as well as private parties, to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties that, in our sole discretion, we believe necessary or appropriate to respond to claims and legal process including, but not limited to, subpoenas, to protect our property and rights or that of a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or subject to legal action.

## **CHILDREN**

Any use of or access to the Site or Services by anyone under 13 is not permitted and violates these Terms. By using or accessing our Site or Services, you represent and warrant that you are 13 years of age or older and fully able to agree to and abide by all of our Terms. We may suspend or terminate your user account and delete any profiles, content, or data you may have created or posted if we believe, in our sole discretion, that you are less than 13 years old.

## **INDEMNIFICATION**

You agree to indemnify and hold us, our affiliates, and our clients, and each of our and their owners, directors, officers, employees and agents (the “Indemnified Parties”) harmless from and against any and all losses, liabilities, claims, demands, damages, costs and expenses, including reasonable attorney's fees,

arising out of or in connection with your use of the Site or Services, or any violation of these Terms or of any law or the rights of any user or other third party.

### **LIMITATION OF LIABILITY**

In no event will any of the Indemnified Parties be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the Site or Services, or any of the content accessed through or downloaded from the Site, even if they are aware or have been advised of the possibility of such damages. In no case shall the Indemnified Parties' cumulative liability to you for any cause whatsoever, and regardless of the form of the action, exceed US\$10. Because certain state laws do not allow the exclusion or limitation of certain damages, these limitations, in full or in part, may not apply to you.

### **DISPUTE RESOLUTION/GOVERNING LAW**

With respect to any dispute, you agree to first contact us at [Legal@TeamVelocityMarketing.com](mailto:Legal@TeamVelocityMarketing.com) and work with us in good faith to attempt to resolve the dispute. In the event we are not able to resolve the dispute, we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), through binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA. The arbitration shall take place in Fairfax County, Virginia. By visiting or using the Site or Services, you agree that the laws of the Commonwealth of Virginia, without regard to its choice of law principles, will govern these Terms and any dispute of any sort that might arise between us. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from the courts for matters related to data security, IP, or unauthorized access to the Site or Services. For any such actions, we each agree to submit to the personal jurisdiction of the state and federal courts located in Fairfax County, Virginia and waive any and all defenses of lack of personal jurisdiction and forum non conveniens. We each agree to waive any and all rights we may have to trial by jury.

### **CORPORATE TRANSFER**

In the course of a corporate merger, acquisition, divestiture, asset sale, joint venture, bankruptcy, dissolution, reorganization, or any other similar transaction or proceeding, we may sell, divest, transfer, assign, share or otherwise engage in a transaction that involves some or all of our assets, including your user account information and content.

### **GENERAL**

We may modify these Terms, at any time and for any reason, by posting the revised Terms on the Site. Your use of the Site after any such posting indicates your acceptance of the modified Terms. In the event

any portion of these Terms is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect our original intentions; the remainder of these Terms shall remain in full force and effect. All provisions of these Terms that, by their terms, are reasonably expected to survive their termination shall survive such termination. These Terms contain the entire agreement concerning your use of this Site and the Services and supersede all existing agreements and all other oral, written or other communication between us concerning its subject matter. No waiver of these Terms shall be effective unless in writing. Except as otherwise expressly stated in these Terms, there shall be no third-party beneficiaries.

## **CONTACT US**

For any questions or concerns regarding your use of Site or Services, please email us at [Legal@TeamVelocityMarketing.com](mailto:Legal@TeamVelocityMarketing.com). We will make every effort to respond promptly and address your concerns.