ABOUT US
We serve the automotive and related industries, including RV, powersport and marine, by providing technology
platforms and marketing solutions for business clients, primarily motor vehicle dealerships and manufacturers
(our Clients), to assist them in selling and servicing more vehicles.

Our Services include websites and mobile applications which we private label on behalf of our Clients (Client
Sites), including portals accessed by our Clients’ customers (Consumer Portals). Our Client Sites provide our
Clients, specifically dealerships, with the ability to view marketing reports, customize how they spend their
marketing budgets, manage their sales and service leads and opportunities, and track customer interactions,
among other functions. Consumer Portals we maintain for a dealership’s customers provide the customer with
certain information about the dealership, its vehicles, and services. These Consumer Portals may also include
applications that enable customers to communicate with the dealership (by phone, chat, email or text), build and
price vehicles, obtain special offers, schedule maintenance, obtain information on financing, or access other
information pertaining to vehicles they own, lease or are interested in purchasing or leasing, among other
features.

OUR TERMS OF USE
These Terms of Use (or Terms) apply to this website or mobile application and the websites and mobile
applications of Data Driven Holdings, LLC and its subsidiaries and affiliates (Affiliates) (collectively we, us or our)
that display these Terms (collectively, Company Sites).

ACCEPTANCE OF TERMS
These Terms govern your use of our Company Sites and the services we provide through them (Services), whether
you access the Services directly from the Sites or through a third party application or website. If these Terms are
displayed on Client Sites or Consumer Portals, then these Terms apply to those sites as well. As used in these
Terms, “Sites” refers to our Company Sites and those Clients Sites and Consumer Portals that indicate they are
governed by these Terms. Client Sites or Consumer Portals, however, may be governed by their own terms of use.
We may also operate additional websites or mobile applications that are governed by their own terms of use.

Please read these Terms carefully – by accessing or using any part of our Sites 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 Sites or Services.

OUR APPROACH TO PRIVACY
We are committed to protecting the privacy of personal information and the responsible use of that information
to deliver personalized, relevant content to consumers on behalf of our Clients. The types of information we
collect and how we use them are set forth in our Privacy Policy, which is available through a link on this Site and is
incorporated into these Terms by reference. By using the Sites or Services, you consent to the collection and use
of personal information in accordance with our Privacy Policy.

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In order to access certain features of our Site or Services, you may be required to register by creating a user
account. By registering, you agree 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 these Sites or Services may be deleted, and/or you may be prohibited from using or accessing the Sites or Services, or any portion thereof, at any time, with or without notice, and for any or no reason.

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Our Sites and Services are not targeted to or intended for use by children. Any use of or access to the Sites or Services by anyone under 13 is not permitted and violates these Terms. By using or accessing our Sites 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, our partners 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 Sites 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 Sites or Services, or any of the content accessed through or downloaded from the Sites, 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$10.00. 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 as indicated under the “How to Contact Us” section below 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, 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 Sites 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. For any such actions, we each agree to submit to the personal jurisdiction of the state and federal courts for Fairfax County, Virginia and waive any and all defenses of lack of personal jurisdiction and forum non conveniens. 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 Sites or Services. We each agree to waive any and all rights we may have to trial by jury.

CORPORATE TRANSFERS
In connection with 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 PROVISIONS
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 the Sites 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.

CHANGES TO OUR TERMS
We may modify these Terms, at any time and for any reason, by posting the revised Terms on our primary Site. Your use of the Sites after any such posting indicates your acceptance of the modified Terms.

HOW TO CONTACT US
For any questions or concerns regarding your use of the Sites or Services, please click here to email us: Contact Us. We will make every effort to respond promptly and address your concerns.