

INFO Ride ® DEALERSHIP TERMS OF SERVICE

InfoRide, LLC provides a vehicle inventory listing service through a software as a service model, referred to as the InfoRide Dealership dashboard (the “**Dashboard**”) for use by authorized Dealerships and End Users thereof in order to connect with potential Customers. InfoRide, LLC is referred to in these Dealership Terms of Service as “**InfoRide**” or simply “**we**” or “**us**.”

By completing an Insertion Order and purchasing a subscription license to access the Dashboard, you are entering into a binding agreement with InfoRide. If you are an individual acting on behalf of a Dealership, you accept the following terms and conditions (“Terms of Service”) on the Dealership’s behalf and the term “you” will refer to you and the Dealership.

THESE TERMS OF SERVICE TAKE EFFECT WHEN YOU CLICK THE "I AGREE" BUTTON WHEN COMPLETING YOUR INSERTION ORDER AND ONLINE SUBSCRIPTION PURCHASE (THE "EFFECTIVE DATE"). BY CLICKING ON THE "I AGREE" BUTTON AND ACCESSING OR USING THE DASHBOARD YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF SERVICE; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE AND, IF ENTERING INTO THESE TERMS OF SERVICE FOR A DEALERSHIP, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT DEALERSHIP; AND (C) ACCEPT THESE TERMS OF SERVICE AND AGREE THAT YOU ARE LEGALLY BOUND BY SUCH TERMS.

AGREEMENT TO THESE TERMS:

By using the Dashboard, you are instructing InfoRide to share your Dealership’s Vehicle Inventory across our Services, including through the InfoRide App, including but not limited to marketing and sharing Dealership’s Vehicle Inventory with InfoRide App users (“**Customers**”) and providing Customers a means to contact the Dealership. By accessing or using the Dashboard and all software, features and functionality provided therein, you acknowledge and accept the terms and conditions of these Terms of Service which include InfoRide’s [Privacy Policy](#), and InfoRide’s [Website Terms of Use](#), both of which are hereby incorporated by reference.

1) DEFINITIONS.

- 1.1) “Dashboard”** means InfoRide’s proprietary software system which provides Dealerships and their End Users a system for uploading and editing Vehicle Data related to the Dealerships Vehicle Inventory in order to advertise their inventory and generate Customer leads, and other similar services, and which provides access to certain other Third Party Products, to facilitate the advertising and marketing of Dealership’s Vehicle Inventory.
- 1.2) “End Users”** means Dealership employees, staff, agents, or other personnel of Dealership that are: (i) authorized to use and access the Dashboard on behalf of Dealership, on a password-controlled basis, during and within the scope of their employment or engagement with Dealership, as applicable, under the supervision and control of Dealership; and (ii) who have agreed to the terms and conditions of InfoRide’s [End User License Agreement](#) (“**EULA**”).
- 1.3) “InfoRide App”** means the InfoRide mobile application made available to Customers in order to access and view Dealerships Vehicle Inventory.
- 1.4) “Insertion Order”** means the initial sign-up and order form agreed to by Dealership and InfoRide, setting forth applicable Fees and other terms regarding Dealership’s access to the Services.
- 1.5) “Personal Information”** means any information provided by an End User that does or can identify a specific individual such as the individual's name, email address, etc., and any other information relating to an identified or identifiable individual.

- 1.6) “**Services**” means the Dashboard and all software, features and functionality provided therein, the InfoRide App and the Website.
- 1.7) “**Third Party Product**” means a product, software, or service, including but not limited to all materials, data, designs, content, information, graphics, photographs, animations, audio and video contained therein, which is provided by a third party provider, but which InfoRide provides access to through the Dashboard for use by Dealership, by direct contract with the third party or products which third parties make available to Dealership directly for use through the Dashboard.
- 1.8) “**Third Party Terms and Conditions**” means the terms and conditions and license requirements required by a third party that govern Dealership’s use and access to Third Party Product(s), whether by access to the Dashboard or by direct provision to the Dealership, and which Dealership agrees to be bound by for use or access to such product or service.
- 1.9) “**Vehicle Inventory**” means and includes Dealerships vehicle inventory, including all related Vehicle Data, collected by InfoRide from Dealership’s website or other website as directed by Dealership.
- 1.10) “**Vehicle Data**” means and includes data and vehicle information unique to the inventory controlled by the Dealership, including but not limited to the vehicle condition, mileage, features, year, VIN, specifications and vehicle photographs.
- 1.11) “**Website(s)**” means <https://www.inforide.app/>

2) ACCESS TO THE DASHBOARD AND THE SERVICES:

- 2.1) *Agreement.* By accessing or using the Dashboard and Services Dealership agrees to be bound by the terms and conditions of these Terms of Service as well as InfoRide’s Privacy Policy and Terms of Use. Dealership by executing these Terms of Service is also agreeing to the applicable Third Party Terms and Conditions which may be required by a Third Party for Dealership’s use of or access to a particular Third Party Product or service.
- 2.2) *End Users.* Dealership may authorize End Users to access or use the Dashboard subject to the terms and conditions of these Terms of Service. Each End User must meet the definition of an End User at all times of access and use of the Dashboard and must agree to the terms and conditions of InfoRide’s EULA, as required by InfoRide as a condition of and prior to becoming an End User. All use of the Dashboard and Services by End Users will be governed by the EULA terms and the terms and conditions set forth herein. Dealership shall be responsible and liable for End Users compliance with the terms and conditions of these Terms of Service and the EULA.
- 2.3) *Availability of the Services.* InfoRide will use commercially reasonable efforts to make the functionality of the Services available to Dealership and its End Users, except for during scheduled or necessary downtime and other timeframes of unavailability, however the Services are being provided without specific warranties or guarantees as to uptime, performance, functionality, accuracy or availability for use. Dealership agrees to use and access the Dashboard with this understanding. Dealership agrees to assume all risk for use and access to the Services on behalf of its Users. InfoRide reserves the right to support only current versions of the Dashboard. InfoRide’s provision of the Dashboard and other Services and any available support or maintenance shall be contingent on Dealership and it’s End Users full cooperation with InfoRide, supplying all information, data, consents and access to Dealership’s systems and data as may be necessary for InfoRide to provide the Services.

3) LICENSE TO ACCESS THE DASHBOARD:

- 3.1) *License Grant by InfoRide.* InfoRide grants to Dealership for and during the Subscription Period, a non-transferable, revocable, non-sublicensable, non-exclusive, right and license in the United States to (the “**Subscription License**”): (i) access and use, and permit End Users to access and use, the Dashboard and Third Party Products incorporated therein (as such Third Party Products may be available); (ii) edit and permit End Users to edit Vehicle Data related to Dealership’s Vehicle Inventory; (iii) to utilize, and permit End Users to utilize the Dashboard chat feature to connect directly with Customers regarding Dealership’s Vehicle Inventory.
- 3.2) *Reservation of Rights; Reversion.* All rights owned or held by InfoRide and/or its third party licensors, which are not expressly granted under the Subscription License are reserved in their entirety to InfoRide, its successors, assigns, and its third party licensors. All rights in and to the Dashboard and all related Services are and shall remain with InfoRide.

Nothing in these Terms of Service shall operate, or be construed, to convey any interest, of any kind whatsoever in, or relating to, the Dashboard or Services. InfoRide reserves the right to suspend Dealership's access to and use of the Dashboard if Dealership fails to comply with any of the terms and conditions of these Terms of Service. Upon the expiration or earlier termination of these Terms of Service, the Subscription License shall automatically and immediately terminate and all rights under the Subscription License shall automatically and immediately revert in their entirety to InfoRide.

4) PRICING AND PAYMENT:

4.1) *Subscription Fees.* Dealership shall pay InfoRide all fees for access to and use of the Dashboard in the amount and frequency as described in Insertion Order ("**Fees**"). These Fees will include a Monthly Subscription Fee ("**Subscription Fee**") in the amount identified in the Insertion Order. Dealership is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Dealership hereunder, other than any taxes imposed on InfoRide's income.

4.2) *Payments.* Payments will be billed in U.S. dollars. Dealership will be charged during sign-up, when Dealership provides its payment information to InfoRide's third-party payment processor, and monthly thereafter. If Dealership's payment information is not accurate, current, and complete, InfoRide may suspend or terminate Dealership's access. If Dealership does not notify our third-party payment processor with updates to Dealership's payment information, InfoRide's payment processor may participate in programs supported by Dealership's card provider to try to update Dealership's payment information, and Dealership authorizes InfoRide to continue billing Dealership's account with the updated information that is obtained. Dealership acknowledges and agrees that InfoRide's third-party payment processor, currently Stripe, Inc. ("**Stripe**") is authorized to charge Dealership for all Subscription Fees due during the Subscription Period.

4.3) *Auto Debit Authorization.* To ensure timely payment of the monthly Subscription Fee, Dealership authorizes and instructs InfoRide's third-party payment processor, to debit, Dealership's credit card on file for the monthly Subscription Fees on a monthly basis. Unless expressly stated otherwise, the monthly Subscription Fees shall be due and payable on the first day of each month.

By clicking "I agree" while signing-up for the Dashboard, Dealership acknowledges and agrees that InfoRide's third-party payment processor is authorized to charge Dealership for all Subscription Fees due during the Subscription Period.

4.4) *Automatic Renewal.* Dealership will be charged the Subscription Fee in advance on a recurring monthly basis. Dealership's subscription will automatically renew for additional one month periods, and Dealership will automatically be charged the applicable Subscription Fees in effect on the date of renewal. Dealership's subscription will automatically renew, unless Dealership cancels Dealership's subscription prior to the date of automatic renewal.

4.5) *Price Adjustments.* InfoRide reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon ninety (90) days prior notice to Dealership (which may be sent by email). The foregoing limitation shall not limit InfoRide's ability to charge additional Fees incurred by additional licensed, leased or purchased software, Services, or any additional requests by Dealership.

4.6) *Fees for Third Party Products.* Dealership acknowledges that some third party providers with Third Party Products featured through the Dashboard may charge fees and costs for the use of their services, when elected for use by Dealership, such as the cost of subscription services for access to certain Vehicle History Reports ("**Third Party Fees and Costs**"). Dealership shall be solely responsible for connecting directly with such Third Party providers, purchasing required subscriptions from them and making payment of any Third Party Fees and Costs associated with Dealership's use of such Third Party Products and services.

5) CANCELLATIONS; BILLING DISPUTES:

5.1) Cancellation. Dealership may choose not to renew Dealership's monthly subscription or cancel Dealership's subscription early, understanding that, InfoRide does not provide any refunds. If Dealership cancels in the middle of a month, Dealership will still be able to continue to access and use the Dashboard until the end of the month. InfoRide does not provide refunds or credits for any cancellations or partial months, or if Dealership decides to stop using Dealership's subscription during Dealership's Subscription Period.

5.2) Billing Disputes. Dealership agrees to first contact InfoRide before seeking a chargeback or disputing any payments made for the Services. If Dealership believes that InfoRide has billed Dealership incorrectly, Dealership must contact InfoRide no later than thirty (30) days after receipt of the invoice in which the error or problem appeared. Inquiries should be directed to InfoRide's customer support department at Info@Inforide.app

6) MAINTENANCE:

InfoRide shall provide standard maintenance services as is customary in the industry. InfoRide shall endeavor to carry out maintenance of the Services in a manner which does not unduly burden Dealership, but shall have the right to perform maintenance, including any ancillary troubleshooting, updating, repair or testing of the Dashboard at any time and in a manner as InfoRide, in its sole discretion, may elect. The Parties acknowledge that such activities may temporarily limit the functionality of the Service, or may render the Dashboard wholly or partially unavailable or inoperable. Except in the event of emergency or unusual circumstances, InfoRide will endeavor to conclude such activities expeditiously and to provide prior notice to Dealership of any planned unavailability, inoperability or material limitation of the Dashboard. Third party providers, providing Third Party Products shall be responsible for providing support, maintenance and all warranties, if any, with respect to such Third Party Products and services.

7) OBLIGATIONS OF DEALERSHIP.

7.1) Accounts and Passwords. An End User account and password shall be required to access the Dashboard. Each End User shall have a personal, non-transferable, password. End User accounts or passwords shall not be shared or used by more than one individual person. Dealership shall maintain a complete, accurate and up to date list of all End Users and shall make such list immediately accessible to InfoRide, at all times during the Term. Passwords and user accounts are subject to revocation or suspension by InfoRide without advance notice for any lawful reason.

7.2) Supervision and Conduct of End Users. Dealership shall exercise such lawful supervision and control over its End Users as may be required to assure compliance with the terms and conditions of these Terms of Service and any applicable Third Party Terms and Conditions. Dealership shall be solely and exclusively responsible for all acts and omissions of each End User and for any Losses and Third Party Claims which result directly or indirectly from any act or omission of any End User or other use which is unlawful or not in compliance with any of the terms and conditions of these Terms of Service, or any Third Party Terms and Conditions. In the event Dealership becomes aware of any such unlawful, or non-compliant act or omission, Dealership shall promptly revoke or suspend the password of that End User and take any other steps reasonably necessary to terminate such unlawful or noncompliant access and use.

7.3) Restrictions on Use. Unless, and solely to the extent, these Terms of Service may otherwise expressly permit, Dealership shall not, and shall not purport to authorize, knowingly induce, or knowingly permit, any End User or third party to:

7.3.1.modify, tamper with, adapt, translate, enhance or prepare derivative works or improvements of the Services, content, materials or any portions thereof;

7.3.2.rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available to any person or entity, the Services, including the content, materials or any portions thereof, including by framing, mirroring, re-transmission, emulating, time-sharing, service bureau, software as a service (SaaS), cloud based service, or in by or through any other manner, mode, medium or means whatsoever;

7.3.3.reverse engineer, disassemble, decompile, decode, or decrypt, the Services, including content, materials or any portions thereof, or attempt to derive or gain access to the source code or executable code of the Services, including the content, materials or any portions thereof;

7.3.4.intentionally bypass, breach, disable or defeat any security feature, technological safeguard or protection used in, or in connection with the Services, including the content, materials or any portions thereof;

- 7.3.5.remove, alter, obscure, translate, combine, supplement or otherwise change any portion of any: screen display; Trademark; warning; disclaimer; patent number marking; copyright notice or other notice of proprietary rights or ownership; serial number; version or release number; or any other text, graphics, symbols, notices, trademarks or service marks or serial numbers which may be present in, or may be displayed by or in connection with use of any the Services, including the content, materials or any portions thereof;
- 7.3.6.access, use, or permit any End User to access or use, the Services, including the content, materials or any portions thereof, in any manner, or for any use or purpose, that violates any applicable law or these Terms of Service, or that infringes any Intellectual Property right of InfoRide, any third party provider or any other person or entity;
- 7.3.7.rely on the Services, including the content, materials or any portions thereof, for or in connection with any hazardous, mission critical or safety-critical uses, applications, or activities any other use, application or activity in which the use, misuse, unavailability, delay, error, defect or failure would pose a significant risk of death, bodily injury or property damage to any person;
- 7.3.8.access, use or permit any End User or other user to use automated tools, including web crawlers or scraping software, to access or extract data from the Services;
- 7.3.9.access, use, or permit any End User or other user to access or use, the Services, including the content, materials or any portions thereof outside the scope of the Subscription License or in violation of these Terms of Service;
or
- 7.3.10. at any time, use, develop, distribute, or aid others in developing any software or service which is substantially functionally similar to, the Services, including the content, materials or any portions thereof and/or which infringes any Intellectual Property rights of InfoRide.

8) THIRD PARTY PRODUCTS:

- 8.1) *Third Party Products.*** Access to and use of Third Party Products by Dealership, such as CARFAX, may also be subject to Third Party Terms and Conditions (if required by the third party) in addition to the terms and conditions of these Terms of Service. Dealership may be able to view the relevant terms, conditions, licenses and/or notices for such Third Party Products on their respective websites. As applicable, the terms of Dealerships use of the Third Party Products is subject to and governed by the applicable Third Party Terms and Conditions.
- 8.2) *No Warranty; Indemnity.*** Dealership acknowledges and agrees that InfoRide is not responsible for any Third Party Products, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. InfoRide does not assume and will not have any liability or responsibility to Dealership, customers or any other person or entity for any use of or reliance on any Third Party Products. Third Party Products and links thereto are provided solely as a convenience to Dealership and customers and access and use of them is entirely at Dealerships own risk. By providing Dealership with Third Party Products, InfoRide makes no representations, warranties, approvals, or endorsements regarding the Third Party Products provided or the nature, quality, or accuracy of such Third Party Products. InfoRide shall have no responsibility or liability to Dealership for any actions, omissions, breaches or negligence of Dealership as it relates to use of such products and such Third Party Terms and Conditions, including without limit, any claims, damages, costs, liabilities, expenses or fees (including attorneys fees), and Dealership agrees to indemnify InfoRide for any Third Party Claims arising from such Dealership actions, omissions, breaches or negligence.

9) VEHICLE DATA:

- 9.1) *Ownership of Vehicle Data.*** Dealership is and shall remain the sole and exclusive owner of all worldwide right, title and interest in and to Dealership's Vehicle Data. InfoRide is provided a Vehicle Data License to Dealership's Vehicle Data hereunder for the purpose of providing the Services, including a license to store, record, transmit, maintain, and display Vehicle Data necessary for providing the Services.
- 9.2) *Provision of Vehicle Data; Accuracy.*** As part of the provision of Services, InfoRide will automatically upload the Vehicle Data pertaining to Dealership's Vehicle Inventory from Dealership's website. Dealership shall be responsible for providing InfoRide with the appropriate website from which to collect the Vehicle Data. Dealership shall be solely responsible for ensuring that Dealership has all permissions and licenses necessary for InfoRide to automatically collect the Vehicle Data from Dealership's website. Dealership shall be solely responsible for the accuracy of any and all

Vehicle Data. Dealership shall be solely responsible for ensuring that all Vehicle Data displayed on the Dashboard, is accurate, timely, correct, contains no errors or omissions and is not misleading in any manner.

9.3) Limited License to Vehicle Data. Dealership grants to InfoRide, its successors and assigns, for and during the Subscription Period, a revocable, fully-paid up, royalty-free, transferrable, non-exclusive right and license to process, display and use the Vehicle Data (“**Vehicle Data License**”): (i) to provide the Dashboard and Services to Dealership; (ii) to provide and display the Vehicle Data to Customers on the Website and InfoRide App and otherwise provide the Services to Customers; (iii) as necessary to monitor and improve the Dashboard and Services (including the development of new features and functionality); (iv) as may be reasonably appropriate or necessary to enable Dealership to access and use the Dashboard and interact with Third Party Product providers; (v) to enable InfoRide to fulfill any obligation of InfoRide under these Terms of Service; (vi) to process, store and archive Vehicle Data in accordance with these Terms of Service; and (viii) to create and use Analytics Data.

9.3.1. “**Analytics Data**” means data, that may be generated by InfoRide or Third Party Product providers in connection with Dealership and its End Users’ access to and use of the Dashboard and licensed Third Party Products therein, which may include log, performance, usage, referral, search term, pixel, session, cookie, flash local storage object, beacon, and other web analytics data.

9.4) Reversion of Rights in Vehicle Data. Upon any termination or expiration of these Terms of Service, the Vehicle Data License shall terminate; provided, however, InfoRide will retain an irrevocable, royalty-free, transferable right and license to continue to use the Analytics Data.

10) DATA; SECURITY:

10.1) Analytics Data. InfoRide shall have the right to track, collect and use Analytics Data related to Dealership and its End Users’ use of the Dashboard, Third Party Products used therein, and any other Services provided by InfoRide. InfoRide shall retain full ownership of the Analytics Data and the right to use, and share the Analytics Data, and access thereto, at InfoRide’s sole discretion.

10.2) Ownership of Other Data. With the sole exception of Vehicle Data as between Dealership and InfoRide, any and all other data and information associated with the Services is and shall remain at all times owned solely and exclusively by InfoRide, its successors, assigns and/or third party licensors of InfoRide.

10.3) Security and Other Risks. InfoRide shall exercise commercially reasonable due care to maintain the security of the Dashboard. Dealership acknowledges that its entry into these Terms of Service, use of the Dashboard and other exercises of the Subscription License are voluntary and are undertaken with Dealership’ full knowledge and awareness such activities by their nature necessarily entail risks of security breaches, unavailability, loss or corruption of data, and other inherent risks associated with computer software, websites, communications via the Internet, electronic communications and Processing, which whether foreseeable or unforeseeable, cannot be avoided by the exercise of commercially reasonable due care on the part of InfoRide.

11) INTELLECTUAL PROPERTY:

11.1) Intellectual Property. “**Intellectual Property**” means: (i) all works of authorship, including without limitation, all literary works, pictorial, graphic and sculptural works, architectural works, software, works of visual art, and any other work that may be the subject matter of copyright protection and all worldwide registrations thereof (“**Copyrights**”); (ii) any trademarks, service marks, brand names, trade dress, trade names, designs and any other word, symbol, device, product configuration, slogan or any combination thereof used to distinguish or identify goods or services that may be the subject matter of trademark protection, including all worldwide applications and registrations therefore and associated goodwill (“**Trademarks**”); (iii) any patents, invention disclosures or inventions, including all methods, business methods, processes, machines, manufactures, systems and compositions of matter, designs and any other inventions that may be the subject matter of patent protection, and all worldwide statutory or other legal protection obtained or obtainable therein and all other published and granted patents and pending applications and provisionals, reissues, divisionals, renewals, extensions, continuations, and continuations-in-part, design patents and industrial design registrations (“**Patents**”); (iv) all domain names, URLs, websites, and all data, content, “look and feel”, operating and underlying code or software of all websites; (v) all trade secrets, proprietary information, data, and knowledge and experience of a technical, commercial or administrative nature, including all proprietary information, know-how, information processes, operating, maintenance and other manuals, data and databases, computer programs, including all documentation, design specifications, and flowcharts, operational and other plans, schematics and drawings, customer data and lists, advertising (“**Know-how**”), marketing and product concepts and campaigns and

other valuable or proprietary information or data (vi) all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of the United States, or any other state, country or jurisdiction, and (vii) all worldwide statutory protection obtained or obtainable thereon on all of the preceding; all rights to enforce, enjoin or sue, any claims, judgments, causes of action or other legal and equitable rights and remedies arising out of or related to any infringement, misappropriation or violation of any of the foregoing; and all right, title and interest to claim royalties, residuals, damages and other remuneration for use of any of the foregoing rights.

11.2) InfoRide Intellectual Property. InfoRide shall own and retain exclusive ownership of all right, title and interest in and to all InfoRide Intellectual Property. “**InfoRide Intellectual Property**” shall mean and include: (i) the Dashboard, InfoRide App and Website (including without limit all software, templates, object code, source code, middleware, APIs, interfaces, connectors, software layers, shims, work flows, engines, flow charts, documentation), modifications, updates, and upgrades; and (ii) all related Intellectual Property rights, and derivative works thereof; (iii) any Improvement to any of the foregoing; and (vi) any Intellectual Property created by InfoRide in the provision of Services in these Terms of Service.

11.3) Ownership of Intellectual Property. To the extent that InfoRide, Dealership or any End User, in the course of providing, using or accessing the Services improves, invents, authors or creates new or derivative works that in any way arise from, relate to, embody or otherwise are derived from the InfoRide Intellectual Property (“**Improvements**”), the parties agree that such Improvements shall be owned by InfoRide. To the extent that such Improvements qualify as a work for hire under the U.S. Copyright law, the parties agree that such Improvements and all intellectual property will be a work made for hire under the copyright law for InfoRide and owned by InfoRide, and to the extent that such Improvements do not qualify as works made for hire, Dealership agrees to assign and does hereby assign to InfoRide all worldwide right, title and interest in and to Intellectual Property in such Improvements to InfoRide. InfoRide will be free to make, have made, use, offer for sale, sell, modify, translate, and import Services and products utilizing the Improvements and Intellectual Property assigned to InfoRide.

12) VEHICLE HISTORY REPORTS; CARFAX REPORTS:

12.1) Vehicle History Reports. Vehicle history reports or any excerpts thereof (“**Vehicle History Reports**”) may be obtained or accessed through the Services. Such Vehicle History Reports are provided by third parties, that are not part of nor related to InfoRide in any way. As a result, InfoRide cannot in any way verify the accuracy of the Vehicle History Reports and does not warrant or guaranty the accuracy of the Vehicle History Reports and accepts no liability if the Vehicle History Reports have any errors or omissions. Further, InfoRide disclaims all warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose in connection with these Vehicle History Reports. InfoRide does not guarantee nor assure your access to the Vehicle History Reports, does not attest to the validity or accuracy of any information or data found in the Vehicle History Reports, and shall not be liable for any delay or failure to make available Vehicle History Reports.

12.2) CARFAX Reports. InfoRide has licensed certain service offerings from CARFAX, Inc., in order to provide customers with an opportunity to view, access and/or purchase CARFAX Reports. For Dealerships that have purchased current subscriptions directly with CARFAX, Inc., a link that displays a CARFAX Report free of charge will be provided.

13) CONFIDENTIALITY:

13.1) Meaning of Confidential Information. “**Confidential Information**” shall mean: (i) all information and documentation of a party that has been marked “confidential” or with words of similar meaning, at the time of disclosure by such entity; (ii) all information about End Users that is individually identifiable; (iii) all source code and object code owned or used by InfoRide related to the Services or any software, provided as part of or in association with the Services; and (iv) all information related to customers and potential customers, including their personal information. The term “Confidential Information” does not include any information or documentation that was: (i) already in the possession of the receiving entity without an obligation of confidentiality; (ii) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity’s proprietary rights; (iii) obtained from a source other than the disclosing entity without an obligation of confidentiality; or (iv) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

13.2) *Obligation of Confidentiality.* Dealership and InfoRide acknowledge that each party may be exposed to or acquire communications or data of the other party that is confidential and privileged and not intended to be disclosed to third parties. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with the provision of Services hereunder or to use such Confidential Information for any purposes whatsoever other than the performance of this Terms of Service.

13.3) *Cooperation to Prevent Disclosure of Confidential Information.* Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of these Terms of Services and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

13.4) *Injunctive Relief Available.* Dealership acknowledges and agrees that due to the unique nature of the Confidential Information there can be no adequate remedy at law for a breach by Dealership of Dealership's confidentiality obligations under this Agreement. Accordingly, and in addition to any other legal or equitable remedies that may be available, InfoRide may seek injunctive relief against a breach or threatened breach of the Dealership's confidentiality obligations under these Terms of Service. The provisions of this section shall survive the termination or cancellation of these Terms of Service.

14) DEALERSHIP RESTRICTIONS ON USE OF CUSTOMER'S PERSONAL INFORMATION:

14.1) *Restricted Use of Personal Information.* InfoRide will not generally share or otherwise disclose any personal information related to Customers, except that InfoRide may disclose to Dealership a Customer's name and email address if a Customer is interested in obtaining more information about a Dealership's Vehicle Inventory. Dealership will only have access to the name and email of Customer, if the Customer opts to send a direct message to Dealership through the InfoRide App, or requests an appointment, call or directions from Dealership. Dealership may only use such personal information of Customer, in order to respond to the request of the Customer. Dealership shall not retain, use, or disclose any personal information of Customers received through the Services, for any purpose, commercial or otherwise, other than for the specific purpose of directly connecting with the Customer to respond to their request, in order to facilitate the purchase of a vehicle by Customer from Dealership, or as otherwise permitted by the CCPA and CPRA regulations. Dealership shall not sell or otherwise share (as those words are defined by the CCPA and CPRA) any personal information of Customers received through the Services.

14.2) *Dealership Privacy Requirements.* Dealership agrees to maintain privacy and data security practices and procedures at least as stringent as the practices and procedures set forth in these Terms of Service. Dealership agrees to provide reasonable assistance to InfoRide in facilitating compliance with and responding to Customer privacy rights requests.

14.3) *InfoRide Rights to Restrict Use.* Dealership grants InfoRide the right to take reasonable and appropriate steps to ensure that Dealership's use of customer's personal information disclosed through the Services, is used in a manner consistent with the CCPA and CPRA regulations. Dealership grants InfoRide the right, upon notice, to take reasonable and appropriate steps to stop and remediate the Dealership's unauthorized use of a Customer's personal information.

14.4) *Dealership Compliance with Privacy Laws.* Dealership shall comply with all applicable data protection laws in the processing of a Customer's personal information, including without limit, compliance with all applicable CCPA provisions and CCPA regulations. Dealership understands these restrictions and obligations and agrees to comply with them. Dealership shall notify InfoRide if Dealership can no longer meet its obligations under the CCPA, CPRA regulations or other applicable data privacy Laws.

15) REPRESENTATIONS AND WARRANTIES:

15.1) *Mutual Representations and Warranties.* InfoRide and Dealership represent and warrant to on another that: (i) it is duly organized, validly existing and in good standing as a legal entity under the laws of the jurisdiction under whose laws it was organized or formed; (ii) it has been duly authorized and has full legal capacity and all power, authority necessary to agree to these Terms of Service and to legally bind that party to all terms and conditions of these Terms

of Service; (iii) entering into these Terms of Service does not conflict with or violate any other agreement the party may have with any third party; and (iv) these Terms of Service constitute a legally binding and valid obligation of such party, enforceable against such party in accordance with its terms and conditions.

15.2) Dealership Representations and Warranties. Dealership further represents and warrants to InfoRide that: (i) Dealership will comply at all times with all applicable Laws in connection with the use of and access to the Dashboard and Third Party Products provided therein and otherwise in connection with the exercise of its rights and performance of its obligations under these Terms of Service; (ii) Dealership has obtained and will maintain all licenses necessary for Dealership to list vehicles for sale through the Dashboard; and (iii) Dealership will be solely responsible for all acts, omissions, negligence and willful acts of Dealership and its End Users and all use of the Dashboard occurring under or through the use of Dealership's account or accounts authorized for use or access by Dealership, including use by its End Users.

16) WARRANTY DISCLAIMER:

EXCEPT TO THE EXTENT SET FORTH IN SECTION 15 ABOVE, DEALERSHIP ACCEPTS THAT THE DASHBOARD AND SERVICES ARE BEING PROVIDED TO DEALERSHIP "AS IS" AND "AS AVAILABLE," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, NON-INVASION OF PRIVACY, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. INFORIDE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET DEALERSHIP OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF DEALERSHIP OR ANY THIRD-PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. INFORIDE DOES NOT REPRESENT OR WARRANT THAT THE DASHBOARD OR SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT ANY DATA WILL REMAIN PRIVATE OR SECURE. INFORIDE STRICTLY DISCLAIMS AND MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, VEHICLE HISTORY REPORTS, CARFAX, MATERIALS, DATA OR SERVICES.

17) LIMITATION OF LIABILITY:

IN NO EVENT WILL INFORIDE BE LIABLE TO DEALERSHIP FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE. THE LIABILITIES LIMITED BY THIS SECTION 17 APPLY TO LIABILITY FOR NEGLIGENCE REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE EVEN IF INFORIDE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, AND EVEN IF DEALERSHIP'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 17, INFORIDE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. INFORIDE'S LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE SHALL NOT EXCEED THE FEES PAID BY DEALERSHIP TO INFORIDE DURING THE SIX-MONTH PERIOD PRIOR TO THE CLAIM.

18) INDEMNIFICATION:

18.1) Indemnification by InfoRide. InfoRide shall indemnify, defend and hold harmless Dealership, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by InfoRide resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services or Dashboard, in accordance with these Terms of Service, infringes or misappropriates such third-party's U.S. Intellectual Property rights provided that Dealership promptly notifies Dealership in writing of the Third-Party Claim, cooperates with Dealership and allows Dealership sole authority to control the defense and settlement of such Third-Party Claim. If such a Third-Party Claim is made or either party reasonably anticipates such a Third-Party Claim will be made, Dealership agrees to permit InfoRide, at InfoRide's sole discretion to: (i) modify or replace the Services, or component

or part thereof, to make it non-infringing; or (ii) obtain the right for Dealership to continue use. If InfoRide determines that neither alternative is reasonably available, InfoRide may terminate these Terms of Service in its entirety or with respect to the affected component or part, effective immediately on written notice to Dealership. This Section sets forth Dealership's sole remedies and InfoRide's sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Services infringe, misappropriate, or otherwise violate any Intellectual Property rights of any third-party. This Section will not apply to the extent that any such Third-Party Claim arises from Dealership's Vehicle Data, Vehicle History Reports, CARFAX, or any other Third-Party Products or services.

18.2) Indemnification by Dealership. Dealership shall indemnify, defend and hold harmless InfoRide, its permitted successors and permitted assigns and InfoRide officers, members, directors, shareholders, managing agents and employees, (each a "**InfoRide Indemnitee**") from and against any and all Losses, incurred by InfoRide resulting from any Third-Party Claim based on, or arising directly or indirectly from, any actual or alleged: (i) Infringement of Intellectual Property arising from or relating to Dealership's Vehicle Data; (ii) acts by or on behalf of Dealership or any of its End Users, including without limit authorized use or access to the Dashboard, including Dealerships use of Third Party Products, or breach of the Subscription License or use of the Dashboard, Third Party Products or Services in any altered form or manner beyond the Terms of the Subscription License; (iii) access or use of the Dashboard, including the Third Party Products, outside the scope of the Subscription License or otherwise not in compliance with these Terms of Service; (iv) breach of confidentiality obligations, the Subscription License or terms of these Terms of Service or any Third Party Terms and Conditions by Dealership or its End Users; (v) error, defect, inaccuracy, incompleteness, or other condition of Vehicle Data or the vehicles description not proximately caused by InfoRide, including all claims made by customers that the Vehicle Data or vehicle advertised was inaccurate, or incomplete; (vi) use of any Vehicle History Reports, including CARFAX Reports, not in accordance with the terms of these Terms of Service by Dealerships or its End Users; (vii) gross negligence or willful acts or omissions of Dealership or its End Users; and (viii) failure to comply with all Laws, rules and regulations and licensing requirements governing Dealership's sale of vehicle inventory through the Dashboard by Dealership.

19) CHATBOTS:

When you use the Dashboard, Dealership may use or interact with automated features like chatbots, powered by artificial intelligence, or similar technologies ("**Chatbots**"). Information generated by Chatbots may not be unique. While Chatbots are designed to improve your experience, these technologies are evolving and may have limitations such as generating outputs that are inaccurate or inappropriate to your situation.

20) SUBSCRIPTION PERIOD AND TERMINATION:

20.1) Subscription Period. Subject to the survival provisions expressly set forth in these Terms of Service, these Terms of Service shall begin on the Effective Date and shall continue on a month-to-month basis, until terminated or cancelled by either Party in accordance with the terms herein ("**Subscription Period**"). Dealership may cancel their subscription at any time by providing InfoRide with thirty (30) days advanced written notice. Such cancellation will take effect thirty (30) days after receipt of Dealership's notice of intent to terminate, and no further charges will apply beyond such date.

20.2) Termination or Suspension by InfoRide for Cause. InfoRide shall have the right to terminate these Terms of Service, or suspend Dealership's subscription and access in InfoRide's discretion, if: (i) Dealership or any End User breaches any material term or obligations of these Terms of Service, including without limit, the licensed rights, InfoRide's Intellectual Property rights, confidentiality restrictions, or any third-parties rights and Dealership fails to cure such breach within ten (10) days after written notice thereof; (ii) Dealership fails to timely pay any and all Subscription Fees due; (iii) Dealership's or any of its End User's use of the Services disrupts or poses a security risk to the Services; (iv) Dealership or any other Authorized End User is using the Services for fraudulent or illegal activities; (v) subject to applicable Laws, Dealership has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding. InfoRide will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Dealership or any other End User may incur as a result of a service suspension.

20.3) *Effect of Termination.* Upon termination Dealership shall immediately cease all exercise of the rights under the Subscription License and access and use of the Dashboard and shall cause all of its End Users to immediately cease all access and use of the Dashboard. InfoRide shall have the right to immediately terminate without notice any access or use of the Dashboard by Dealership and its End Users. All payment obligations which have accrued under these Terms of Service at any time during the Subscription Period shall forever survive any termination or expiration of these Terms of Service. No termination will affect your obligation to pay all Subscription Fees due or that may have accrued through the effective date of termination or entitle you to any refund.

21) RIGHT TO OPT OUT OF ELECTRONIC SIGNATURES:

By clicking “I Agree” when completing the Insertion Order, Dealership is agreeing that Dealership has reviewed the information contained in these Terms of Service and agrees to the terms and conditions herein using electronic communications, to receive notices and disclosures electronically, and to use electronic signatures in lieu of using physical documents. Dealership is not required to receive notices and disclosures or sign documents electronically. If Dealership prefers not to do so, Dealership may request to receive physical copies free of charge and withdraw Dealership’s consent at any time.

22) GENERAL TERMS AND CONDITIONS.

22.1) *Entire Agreement and Modification.* The express written terms and conditions of these Terms of Service and applicable Insertion Orders, including all Third Party Terms and Conditions, Privacy Policy and Terms of Use (as updated from time-to-time by InfoRide), constitute the sole, exclusive, complete and final agreement and understanding of the Parties with respect to the subject matter of these Terms of Service and may not be waived, modified or rescinded, in whole or in part, except pursuant to a writing signed by duly authorized representatives of both Parties. Any other prior and/or contemporaneous conversations, negotiations, understandings, agreements, expectations, promises, representations, covenants and warranties concerning the subject matter hereof are cancelled and superseded by these Terms of Service.

22.2) *Assignment and Delegation.* Dealership may not assign its rights or obligations under these Terms of Service to any third party without first obtaining the express written consent of InfoRide. InfoRide may assign these Terms of Service, and all of InfoRide’s rights and obligations hereunder to any of InfoRide’s subsidiaries or affiliates, to a parent entity, to a successor legal entity (by merger or otherwise), to any entity acquiring all or substantially all of the assets of InfoRide or to a purchaser of all or substantially all of the equity ownership interests of InfoRide.

22.3) *Survival.* The confidentiality, indemnity, limitation of liability and each other provision of these Terms of Service that by its nature extends beyond the expiration or earlier termination of these Terms of Service, will survive and continue in full force and effect after these Terms of Service expires or is earlier terminated.

22.4) *Non-Waiver.* Notwithstanding the foregoing or any other provision of these Terms of Service, the waiver by either party of any default or breach of these Terms of Service shall not constitute a waiver of any subsequent default or breach, irrespective of its nature.

22.5) *Compliance with Laws.* In exercising its rights under these Terms of Service, and carrying out its duties under these Terms of Service, each Party shall comply with all applicable federal, state and local laws, regulations, rules, licensing requirements, ordinances and other decrees of any governmental authority (collectively, “**Laws**”).

22.6) *Severability.* If any provision of these Terms of Service, or any portion thereof, is held to be invalid, unlawful or unenforceable, such provision shall be severable from the remainder of these Terms of Service and shall be deemed stricken. The parties, or any tribunal of competent jurisdiction, shall substitute for the stricken provision a valid and enforceable provision that preserves the original intent and economic positions of the parties and the remaining provisions of these Terms of Service will remain in full force and effect. If any provision of these Terms of Service is invalid, illegal or unenforceable in a given jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms of Service or invalidate or render unenforceable such term or provision in any other jurisdiction.

22.7) *Governing Law, Venue, and Jurisdiction.* These Terms of Service will be governed and interpreted in accordance with the laws of the State of Florida, United States of America, notwithstanding any principles of conflicts of law. If any party institutes a lawsuit or other action or proceeding pertaining to these Terms of Service, any right or obligation of

any party hereunder, or any breach of these Terms of Service, then the sole and exclusive venue and jurisdiction for filing and maintaining any such lawsuit or other action or proceeding shall be in the Courts sitting in Alachua County, Florida or the U.S. Northern District of Florida and each party waives the right to institute or maintain any such suit, action or proceeding in any other courts or forums whatsoever.

22.8) *Export Regulation.* The Services may contain software, documentation, technology or other technical data, or any products that include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any law or regulation, including the U.S. Export Administration Act and its associated regulations (“**Controlled Technology**”). Dealership shall not, and shall not knowingly cause, induce or permit, anyone to, export, re-export or release, directly or indirectly, any such Controlled Technology to any country, jurisdiction, person or entity to which the export, re-export or release of Controlled Technology: (i) is prohibited by applicable Law or regulation; or (ii) without first obtaining the advance express written consent of InfoRide and completion all other legally required undertakings including obtaining all necessary export licenses and other governmental approvals. InfoRide shall have the right to deny or withhold its consent under this subsection in InfoRide’s sole discretion and for any reason or no reason.

22.9) *Independent Contractors.* The relationship of the parties to one another is, and shall at all times remain, solely that of independent contractors. Nothing in these Terms of Service, or any course of performance hereunder, shall create any joint venture, partnership, or franchise or to constitute a party as principal, agent, master, servant, employer, employee, or fiduciary of the other party. No party nor any of its agents, shall have any express or implied power or authority of any kind to act on behalf of the other party, or to bind the other party or to incur any form liability or obligation on behalf of the other party.

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