

DEALERS CONNECT NOW, INC.

TERMS OF USE

Welcome to Dealers Connect Now, Inc. (hereinafter referred to as "Dealers Connect Now"), a website and mobile service that, among other things, allows subscribers to locate, appraise, and share inventory with their wholesale networks (hereinafter referred to as "Service"). By using our Service, you accept the terms of this Agreement. This is a legally binding agreement between you and Dealers Connect Now.

Dealers Connect Now operates solely as a service provider by granting website access to prospective buyers and sellers of vehicles. You are not permitted to use the Service unless you are an authorized dealer that has successfully subscribed to be a member ("Member") of the Service. The Service is available to Members to assist in the purchase, sale, and trade of wholesale vehicles. The price and other terms of any sale remain subject to direct negotiation between the buying Member and the selling Member. Dealers Connect Now cannot verify the information selling Members supply or guarantee the vehicles they offer.

Dealers Connect Now has the right to cancel or suspend a Member's account at any time and without notice upon a breach, violation or non-compliance of this Agreement or any other policies, terms of use, or agreements of Dealers Connect Now applicable to such Member. Notwithstanding the foregoing, under no circumstances shall Dealers Connect Now be required Dealers Connect Now is the provider of the Service and is not a party to any contract concluded pursuant to the Service. Dealers Connect Now is not responsible or liable to any Member, or any other user of the Service in any way, including, without limitation, any disputes arising out of the contract between the Members, such as disputes related whether the parties have fully performed their obligations thereunder and/or any disputes related to whether a contract has been validly entered into or concluded.

In order to become a Member you must be an authorized dealer of motor vehicles that has registered with the Service by entering into a subscription agreement with Dealers Connect Now. You may be required to show proof of eligibility for access to the Service. You agree that Dealers Connect Now may ask for additional information including references to confirm The Service enables Members to contact other Members directly to negotiate and consummate the sale of vehicles listed on the Service. Each selling Member is solely responsible for ensuring that it has all legal right, title, and interest of ownership necessary to sell the vehicles and receive the proceeds thereof, and that the vehicle is free and clear of any and all liens or encumbrances. Each selling Member is also solely responsible for its compliance with all applicable laws, rules and regulations, including, without limitation, those related to the sale and purchase of motor vehicles.



Each vehicle transaction shall be consummated directly between the selling and buying Members, and Dealers Connect Now has no interest, as broker or otherwise, in such the materials, content, data and information provided to or made available through the Service are the property of Dealers Connect Now or its licensors, and are protected by U.S. copyright laws, other copyright laws, and international conventions. Except as explicitly provided in this Agreement, you may not distribute, transmit, display, reproduce, modify, create derivative works from, or otherwise exploit any of the materials available through the Service. Dealers Connect Now and the names of other products and services referred to through the Service are the trademarks of Dealers Connect Now and/or its respective owners. You may not use any trademark or service mark appearing through the Service without the prior written consent of the owner of the mark.

You may post listings, ratings, reviews, comments and other content, so long as the content is not false, misleading, illegal, obscene, threatening, defamatory, invasive of privacy rights, infringing of copyright, trademark or other intellectual property rights, or otherwise injurious to Dealers Connect Now or its affiliates or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Service for any purpose without our express hand written permission. Additionally, you agree that you will not do any of the following: take any action that imposes or may impose (in Dealers Connect Now's sole discretion) an unreasonable or disproportionately excessive burden on Dealers Connect Now's infrastructure, networks, and systems; copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without the prior express written permission of Dealers Connect Now and the appropriate third party, as applicable; interfere or attempt to interfere with the proper working of the Service or any activities conducted on or with the Service. You agree that this Agreement does not grant you any right to frame any of the content or information included in or accessed through the Service.

By submitting listings, ratings, reviews, comments or other content to Dealers Connect Now, you represent and warrant that your submission does not contain any computer viruses, worms, or other damaging computer files or code(s) and that you own or otherwise control all of the rights (including any copyright, trademark, trade secret, patent or other intellectual property right) to the content that you submit. You further represent that the content is accurate, that the use of the content you submit does not violate this Agreement, any applicable laws or regulations or the intellectual property rights of any third parties and will not cause injury to any person or entity, and that you will indemnify and hold harmless Dealers Connect Now, its affiliates and service providers (and all of their respective officers, directors, employees and representatives) from all claims, demands, damages and costs (including attorneys' fees) resulting from content you submit. You further agree that you shall not manipulate the price of any listing, interfere with other listings or comments of other Members or users of the Service, circumvent or manipulate the Dealers Connect Now fee structure, billing process, or fees owed to Dealers Connect Now, take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the Service or using it for purposes unrelated to the Service), or transfer your account (including feedback) or log-in information to another party without the consent of Dealers Connect Now. Dealers Connect Now reserves the right to remove any content from the Service that Dealers Connect Now, in its sole discretion, determines violates this Agreement.

DEALERS CONNECT *Now!*

By submitting any content to Dealers Connect Now, you are permanently granting Dealers Connect Now and its affiliates, successors and licensees all rights to the material, including a non-exclusive, royalty-free, perpetual irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, sell, distribute, and display such content throughout the world in any media without compensation to you, and to maintain the material in an archive. You further grant to Dealers Connect Now and its affiliates and successors the perpetual right to use your name, image and likeness in connection with such content, if they choose, without compensation to you.

AUTOMATIC RENEWAL.

By using this service you agree to an automatic renewal of your subscription on an annual basis. The date of automatic renewal will be 365 days from the date you first registered and began using the service. Should you desire to cancel your service prior to the automatic renewal, you must contact us in writing via U.S. Mail and/or electronic mail within thirty (30) days of your automatic renewal date, indicating your desire to no longer.

WAIVER OF JURISDICTION AND VENUE.

You agree that jurisdiction and venue for any legal proceedings which may result from your use of the service will reside in the Courts having jurisdiction and venue over matters occurring within the Jefferson County, Alabama area. Should Dealers Connect Now be required to pursue legal action in connection with your use of the service, you agree to pay any and all attorney fees, court fees and other expenses for which Dealers Connect Now may incur in association with same.

IF YOU RELY ON THE SERVICE, OR ANY INFORMATION, PRODUCT OR SERVICE AVAILABLE THROUGH THE SERVICE, 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 OVER THE SERVICE. THE SERVICE AND THE WEBSITE ARE PROVIDED TO YOU "AS IS". DEALERS CONNECT NOW, AND ITS AFFILIATES, AGENTS, ASSIGNS, AND/OR LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE SERVICE (OR ANY INFORMATION, GOODS OR SERVICES THAT ARE REFERRED TO, ADVERTISED OR PROMOTED ON, OR SOLD THROUGH THE SERVICE). NOR DOES DEALERS CONNECT NOW, ITS AFFILIATES, AGENTS, ASSIGNS AND/OR LICENSORS GUARANTEE THAT THE SERVICE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DEALERS CONNECT NOW, ITS AFFILIATES, AGENTS, ASSIGNS AND/OR LICENSORS WILL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS OR JUDGMENTS ARISING OUT OF OR RELATED TO ANY CONTENT POSTED TO THE SERVICE BY YOU OR ANY OTHER THIRD PARTY.

DEALERS CONNECT *Now!*

UNDER NO CIRCUMSTANCES WILL DEALERS CONNECT NOW, ITS AFFILIATES, AGENTS, AS SIGNS AND/OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, COSTS, EXPENSES, FEES OR LIABILITIES ARISING OUT OF YOUR USE OF THE SERVICE OR ANY PRODUCT OR SERVICE LINKED TO FROM OR ADVERTISED OR PROMOTED ON THE SERVICE INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA), EVEN IF DEALERS CONNECT NOW IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DEALERS CONNECT NOW, ITS EMPLOYEES, OWNERS, REPRESENTATIVES, AGENTS, ASSIGNS AND/OR LICENSEES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUR OF YOUR USE OF THE SERVICE. DEALERS CONNECT NOW MAY CHANGE THE TERMS OF THIS AGREEMENT FROM TIME TO TIME. BY CONTINUING TO USE THE SERVICE FOLLOWING DEALERS CONNECT NOW POSTING OF SUCH CHANGES, YOU AGREE TO BE BOUND BY THIS AGREEMENT, AS MODIFIED.

DEALERS CONNECT *Now!*

8140 Gadsden Hwy, Trussville , AL 35173 | info@dealersconnectnow.com | 1-866-217-1709