

By accepting this end user license agreement, you agree to all program and/or provider content below.

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Master Terms and Conditions of Use and End User License Agreement

IMPORTANT - READ CAREFULLY: Sanctus, LLC, a limited liability company doing business as Shift Digital (“**Toyota Digital Solutions**”), makes the Services, as defined below, available as part of the digital program identified in the Toyota Certified Digital Program Terms. This “**Agreement**” includes these Master Terms and Conditions of Use and End User License Agreement, the Toyota Digital Solutions Dealer Data Access Agreement, the Toyota Dealer Digital Program Terms, and the Additional Service Terms. Although the Toyota Certified Digital Program is sponsored by Toyota, Toyota is not providing or otherwise responsible for the Services and is not a party to these Universal Terms and Conditions of Use and End User License Agreement. This Agreement is a legal contract between you, the automotive dealer (“**Dealer**”) subscribing to the Services, and Toyota Digital Solutions. The Services are subject to the terms set forth in this Agreement.

Dealer’s enrollment for any Services authorizes Toyota Digital Solutions to begin providing Services and billing Dealer immediately. Dealer agrees to pay the applicable fees for Services as set forth in the electronic enrollment portal or order form, incorporated herein by reference.

IN ORDER TO USE THE SERVICES, DEALER MUST FIRST AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT BY COMPLETING ENROLLMENT ON THE ENROLLMENT PORTAL OR BY SELECTING SERVICES AND SIGNING A SERVICES ENROLLMENT FORM. DEALER MAY NOT USE THE SERVICES IF DEALER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT. DEALER CAN ACCEPT THE TERMS OF THIS AGREEMENT BY ENROLLING FOR AND/OR BY USING THE SERVICES, IN WHICH CASE, DEALER UNDERSTANDS AND AGREES THAT TOYOTA DIGITAL SOLUTIONS WILL TREAT DEALER’S USE OF THE SERVICES AS ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

1. Services.

The “**Services**” are the products and services, including, without limitation, the websites, software, tools, digital advertising, and related content and services, the electronic enrollment portal, informational web pages, and/or online reporting service provided by Toyota Digital Solutions and/or the Service Providers (defined below).

Toyota Digital Solutions agrees to provide the Services to Dealer in accordance with the terms and conditions of this Agreement. Toyota Digital Solutions may provide all or part of the Services through one or more third party service providers (“**Service Providers**”) that Dealer or Toyota Digital Solutions selects. Toyota Digital Solutions, in its sole discretion, may change any Service Provider, at any time and for any reason.

2. Use of the Services.

In order to access certain Services, Dealer may be required to provide information about Dealer and Dealer’s business (such as identification, billing or contact details). Dealer agrees that any information Dealer provides will be accurate, complete, and up to date. Dealer agrees to maintain the confidentiality of passwords associated with any account Dealer uses to access the Services and is responsible for any unauthorized activity that occurs under Dealer’s account as a result of a compromised or lost password. Dealer acknowledges that the Services may allow Dealer to designate administrators for the Services,

thereby granting certain rights and authorizations relating to, among other things, selection of, and preferences for, Services and billing. Dealer agrees that Dealer is solely responsible for all fees, costs or other expenses charged related to any selections made by Dealer or Dealer's designees.

Certain Services may be subject to certain Additional Service Terms. Dealer agrees to the applicable Additional Service Terms, and Dealer understands that it may not use such Services unless it agrees to the applicable Additional Service Terms.

DEALER SHALL, AS REQUIRED BY APPLICABLE LAW OR REGULATION, PROVIDE NOTICE TO DEALER'S CUSTOMERS AND OBTAIN CONSENT FROM DEALER'S CUSTOMERS FOR USE OF THE SERVICES. DEALER WILL MAINTAIN AND MAKE AVAILABLE TO ITS CUSTOMERS A PRIVACY POLICY AS REQUIRED BY LAW OR REGULATION.

Dealer will ensure that all websites or other Services provided to Dealer during the term of the Agreement that are accessible to consumers contain privacy statements complying with all applicable laws governing the use, collection, protection, or other processing of Personal Information. **"Personal information"** generally means information that identifies, relates to, describes, is reasonably capable of being associated with, or could or reasonably be linked, directly or indirectly, with identifiable individuals or households. Without limiting the generality of the foregoing, Dealer's privacy policy will state how the consumer's Personal Information will be used, collected, stored, protected, and otherwise processed including in connection with the Services. Dealer does not provide and during the term of the Agreement will not provide Personal Information to Toyota Digital Solutions, except in a manner consistent with its published privacy policies, in full compliance with all laws pertaining to such information, and in a manner that provides safe and secure storage and protection of such Personal Information.

3. Restrictions on Use of Services.

Dealer agrees to not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Without limiting the foregoing, Dealer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of any Service or other program associated with the Services.

4. Compliance with Applicable Laws

Toyota Digital Solutions shall provide the Services and perform its obligations under this Agreement, and Dealer shall use the Services and perform its obligations under this Agreement, in compliance with all applicable laws and regulations. Dealer may use the Services only for purposes that are permitted hereunder and in accordance with applicable laws and regulations. Dealer shall at all times comply with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards with respect to Dealer's use of the Services and the performance by Dealer of Dealer's obligations hereunder, including, but not limited to, any applicable provisions of Title V of the Gramm-Leach-Bliley Financial Services Modernization Act of 1999 and regulations promulgated under that Act or other federal, state, and local laws, rules, regulations, and ordinances governing the privacy and security of customer information that apply to Dealer. Dealer agrees to protect, use, and maintain the privacy of such information accordingly.



5. Ownership of Content and Services.

Dealer acknowledges and agrees that all materials and information (such as data files, written text, computer software, music, audio files or other sounds, photographs, manuals, documents, illustrations, pricing information, videos or other images) which are provided by Toyota Digital Solutions, its Service Providers, or Toyota in connection with the Services, or which Dealer may have access to as part of, or through Dealer's use of, the Services (the "**Provided Content**"), together with the Services, including any copyright and/or other intellectual property rights in the Services and the Provided Content, are owned by Toyota Digital Solutions, Toyota, the Service Providers and/or their licensors. Dealer may not reproduce, adapt, publish, perform, or publicly display the Provided Content or the Services or create derivative works based on the Provided Content or the Services (either in whole or in part), except as provided in this Agreement. Dealer further acknowledges that the Services may contain information which is designated by Toyota Digital Solutions as confidential. Dealer agrees not to use such confidential information for any purpose not expressly authorized by this Agreement or to disclose such confidential information without Toyota Digital Solutions's prior written consent.

6. Dealer Content

Dealer agrees that it is solely responsible for all content, materials and information provided by Dealer or that Dealer (or any third party, excepting Toyota and the Service Providers, in each case acting on behalf of Dealer) creates, approves, transmits, or displays while using the Services ("**Dealer Content**") and for the consequences of these actions (including any loss, liability, fine or damage). Toyota Digital Solutions reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all Dealer Content from any Service in Toyota Digital Solutions's sole discretion. Dealer represents, warrants, and covenants that the Dealer Content shall not contain anything that infringes copyrights, trademarks, publicity, or any other rights of others; violates any law or regulation, is defamatory or libelous; is abusive, harassing, or threatening; is obscene, vulgar, or profane; is fraudulent or deceptive; is discriminatory; or violates someone's privacy.

7. Licenses.

Provided Dealer is not in default of any obligation under this Agreement, and provided Dealer has paid all applicable fees, subject to the terms and conditions of this Agreement, Toyota Digital Solutions grants Dealer a limited, restricted, revocable, personal, royalty-free, non-assignable, nontransferable, non-sub-licensable and non-exclusive license to use the Services and the Provided Content provided to Dealer in the United States and Canada. This license is for the sole purpose of enabling Dealer to use and enjoy the benefit of the Services in the manner permitted by this Agreement. Dealer retains any copyright and/or other intellectual property rights Dealer already holds in Dealer Content. The products and services of the Service Providers may contain license terms specific to such products or services, and Dealer agrees to comply with all such license terms included in any click through or shrink wrap license or of which Toyota Digital Solutions otherwise makes Dealer aware. Dealer may not (and Dealer may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of the software used to provide the Services (the "**Software**") or any part thereof, or any of the other proprietary elements of the Service, or allow any third parties to use the Services, or any portion thereof, in any way. Dealer may not assign (or grant a sublicense of) any rights to use the Software, or any of the other proprietary elements of the Service, grant a security interest in or over Dealer's rights to use the Software or any other proprietary elements of the Service, or otherwise transfer



any part of Dealer's rights to use the Software or any other proprietary elements of the Service. Dealer agrees not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

By submitting, posting, or displaying the Dealer Content, Dealer grants Toyota Digital Solutions, and each Service Provider to which Toyota Digital Solutions provides the Dealer Content for the purposes of providing the Services, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute the Dealer Content in order to provide the Services as contemplated in this Agreement. This license is for the sole purpose of enabling Toyota Digital Solutions and the Service Providers to provide the Services as contemplated in this Agreement. Dealer understands that Toyota Digital Solutions and the Service Providers, in performing the Services, may (a) transmit or distribute the Dealer Content over various public networks and in various media; and (b) make such changes to the Dealer Content as are necessary to conform and adapt the Dealer Content to the technical requirements of connecting networks, devices, services, or media. Dealer agrees that this license shall permit Toyota Digital Solutions and the Service Providers to take these actions. Dealer represents and warrants that it has all the rights, power, and authority necessary to grant the above license. Toyota Digital Solutions and the Service Providers shall use the Dealer Content in accordance with the license and rights granted by Dealer herein for the purpose of providing the Services to Dealer.

8. Modification to Services; Termination of the Services.

Toyota Digital Solutions reserves the right to modify or change the Services provided hereunder by modifying current features, deleting features, and/or adding features, upon prior notice to Dealer. Some modifications or changes may result in a fee increase or decrease for such Services. Dealer's continued use of the Services hereunder after notice will constitute Dealer's acceptance of the change in the Services and Dealer's agreement to pay the fees associated with such change in Services. Dealer acknowledges and agrees that Toyota Digital Solutions may stop (permanently or temporarily) providing the Services, or any part thereof, to Dealer if: (a) Dealer has breached any provision of this Agreement (or has acted in manner which reasonably shows that Dealer does not intend to, or is unable to comply with the provisions of this Agreement); or (b) Toyota Digital Solutions is required to do so by law (for example, where the provision of the Services to Dealer is, or becomes, unlawful); or (c) the Service Provider selected by Dealer or Toyota Digital Solutions to provide the Services has terminated its relationship with Toyota Digital Solutions or ceases to offer the Services, or any part thereof, to Dealer; or (d) the provision of the Services to Dealer by Toyota Digital Solutions is, in Toyota Digital Solutions's sole opinion, no longer commercially viable; or (e) Toyota Digital Solutions provides Dealer with thirty (30) days prior written notice of its intent to terminate the Services, or any part thereof, with or without cause. If Dealer wishes to stop using the Services at any time, Dealer agrees to provide Toyota Digital Solutions with prior written notice of its intent to cancel receiving the Services in accordance with the provisions of Section 12, below. In addition, Toyota Digital Solutions may disable access to Dealer's account for nonpayment of Services. Dealer acknowledges and agrees that if Toyota Digital Solutions disables access to Dealer's account, Dealer may be prevented from accessing the Services, Dealer's account details, or any files or other content contained in Dealer's account. Dealer acknowledges and agrees that Toyota Digital Solutions and the Service Providers will not be liable in any way for any inconvenience, delay, damages, losses, or other claims related to disabling Dealer's access to the account.

9. Payment of Fees and Billing.

Dealer agrees to pay the fees for the Services in the amounts set forth in the online registration process or, if an order form was used, on the order form. The fees for the Services shall be billed to and Dealer agrees to pay the fees for the Services through, and in accordance with the terms of, Dealer's Toyota parts statement; provided, that Toyota Digital Solutions may invoice Dealer directly for the Services if authorized by Toyota to do so, and Dealer agrees to pay such invoice within 45 days of receipt. Cancellations that occur on or before the 10th day of each calendar month will be billed for the remainder of that month. Cancellations that occur after the 10th of any month will be billed for the remainder of that month and the following month. Any changes in advertising packages (e.g., to increase or reduce the amount of the package) will take effect as of the first day of the month following the month in which Dealer requests the change so long as Dealer makes the request not less than five (5) business days prior to the end of the month. Except as set forth otherwise herein, all charges under this Agreement will be due and payable as specified on and consistent with the payment terms of Dealer's Toyota parts statement. Toyota Digital Solutions may increase fees by giving Dealer not less than sixty (60) days written notice prior to the effective date of the price increase. If Dealer fails to pay for the Services timely through its Toyota parts account, Dealer agrees to pay to Toyota Digital Solutions, in addition to the fees for the Services: (i) a finance charge equal to the lower of 1.5% per month or the maximum amount permitted by law, and (ii) all costs incurred in connection with collection of past due amounts (including collection agency fees and reasonable attorney fees). In addition to the other rights reserved hereunder, Toyota Digital Solutions expressly reserves the right to terminate the Services and disable Dealer's access to the Services for non-payment.

10. Taxes.

All fees stated hereunder are subject to applicable sales, use, excise, or similar taxes, whether or not included at the time the fees are billed. Dealer assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise, and other taxes, charges, or contributions of any kind now or hereafter imposed on, with respect to, or measured by the Services except for taxes based on the net income of Toyota Digital Solutions or Service Providers. The Dealer's Toyota parts statement may include any such taxes that Toyota determines it is obligated to collect from Dealer with respect to the Services, and Dealer agrees to timely remit the same to Toyota.

11. Dealer Warranties.

DEALER HEREBY REPRESENTS AND WARRANTS THAT ANY AND ALL DEALER CONTENT SUBMITTED FOR PUBLICATION OR DISPLAYED ON DEALER'S WEBSITE OR IN DIGITAL ADVERTISING, OR IN ANY SOCIAL MEDIA, WILL NOT VIOLATE OR OTHERWISE INFRINGE UPON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW, OR PROPRIETARY RIGHT OF OTHERS, OR CONTAIN ANYTHING CONSIDERED OBSCENE OR LIBELOUS.

12. Termination.

Dealer may cancel the Services online through its account, if online cancellation functionality is available, or, if not available, by providing written notice to Toyota Digital Solutions delivered by email to the email set forth in the Toyota Dealer Digital Program Terms. Except as otherwise set forth on the enrollment form for a particular Service, Dealer's notice of cancellation received on or before the 10th day of the



month will be effective as of the end of that month and Dealer will be billed for the Services, and be responsible for payment of the Services, through the end of that month. Except as otherwise set forth on the enrollment form for a particular Service, Dealer's notice of cancellation received after the 10th day of the month will be effective at the end of the following month and Dealer will be billed for the Services, and be responsible for payment of the Services, for the remainder of that month and the following month. The cancellation may be subject to promotional terms set forth on the enrollment form, Policies or the ability to re-schedule reserved inventory or cancel Advertisements already in production. Cancelled Advertisements may be published despite cancellation if cancellation of the Advertisements occurs after any applicable commitment date as set forth in advance by the Toyota Digital Solutions or the Service Provider, in which case Dealer must pay for those Advertisements. Upon cancellation or expiration of this Agreement, Dealer will be responsible for any Advertisements already run. If Toyota Digital Solutions materially defaults in its performance under this Agreement and fails either substantially to cure such default within thirty (30) days after receiving written notice specifying the default or, for those defaults that cannot reasonably be cured within thirty (30) days, promptly to commence curing such default and thereafter proceed with all due diligence substantially to cure the default, then Dealer may terminate this Agreement by written notice to Toyota Digital Solutions. Toyota Digital Solutions may, at any time and for any reason, terminate this Agreement upon thirty (30) days prior written notice to Dealer. This Agreement will automatically terminate without requirement of notice by either party effective on the date of the expiration or termination of Dealer's franchise agreement with Toyota for any reason.

13. NO WARRANTIES.

DEALER EXPRESSLY UNDERSTANDS AND AGREES THAT DEALER'S USE OF THE SERVICES AND THE PROVIDED CONTENT IS AT DEALER'S SOLE RISK AND THE SERVICES AND THE PROVIDED CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". IN PARTICULAR, TOYOTA DIGITAL SOLUTIONS, THE SERVICE PROVIDERS AND THEIR AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT TO DEALER THAT: (A) DEALER'S USE OF THE SERVICES OR THE PROVIDED CONTENT WILL MEET DEALER'S REQUIREMENTS, OR (B) DEALER'S USE OF THE SERVICES OR PROVIDED CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES, INCLUDING ANY PROVIDED CONTENT, IS DONE AT DEALER'S OWN DISCRETION AND RISK AND THAT DEALER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO DEALER'S COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DEALER DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY DEALER FROM TOYOTA DIGITAL SOLUTIONS, ANY SERVICE PROVIDER, OR TOYOTA, OR THROUGH OR FROM THE USE OF THE SERVICES SHALL CREATE ANY WARRANTY. TOYOTA DIGITAL SOLUTIONS AND EACH SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE PROVIDED CONTENT INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

14. LIMITATION OF LIABILITY.

SUBJECT TO APPLICABLE LAW, DEALER UNDERSTANDS AND AGREES THAT NEITHER TOYOTA DIGITAL SOLUTIONS, NOR THE SERVICE PROVIDERS, NOR ANY OF THEIR AFFILIATES OR LICENSORS SHALL BE LIABLE TO DEALER FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES

WHICH MAY BE INCURRED BY DEALER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY DEALER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY CHANGES WHICH TOYOTA DIGITAL SOLUTIONS OR ANY SERVICE PROVIDER MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY DEALER CONTENT, DEALER DATA, AND/OR OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH DEALER'S USE OF THE SERVICES; (III) DEALER'S FAILURE TO PROVIDE TOYOTA DIGITAL SOLUTIONS OR ANY SERVICE PROVIDER WITH ACCURATE ACCOUNT INFORMATION; OR (IV) DEALER'S FAILURE TO KEEP DEALER'S PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. DEALER AGREES THAT THE AGGREGATE MAXIMUM LIABILITY OF TOYOTA DIGITAL SOLUTIONS UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY DEALER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE LAST EVENT GIVING RISING TO LIABILITY. THE ABOVE LIMITATIONS ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER A PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

DEALER ACKNOWLEDGES AND AGREES WITH TOYOTA DIGITAL SOLUTIONS THAT (A) TOYOTA HAS MADE NO REPRESENTATIONS OR WARRANTIES TO DEALER AS TO ANY SERVICES PROVIDED BY TOYOTA DIGITAL SOLUTIONS OR ANY SERVICE PROVIDER, (B) DEALER AGREES NOT TO MAKE ANY CLAIM WHATSOEVER, AND HEREBY WAIVES ALL CLAIMS IT MAY HAVE, AGAINST TOYOTA WITH RESPECT TO ANY SERVICES PROVIDED BY TOYOTA DIGITAL SOLUTIONS OR ANY SERVICE PROVIDER.

15. INDEMNIFICATION.

DEALER WILL DEFEND, INDEMNIFY AND HOLD TOYOTA DIGITAL SOLUTIONS, THE SERVICE PROVIDERS, TOYOTA, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, AND AFFILIATES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**") HARMLESS FROM AND AGAINST ALL THIRD PARTY CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, AND ADMINISTRATIVE OR REGULATORY ACTIONS OF WHATEVER KIND OR CHARACTER, AND INCLUDING ANY RELATED LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, FINES, JUDGMENTS, SETTLEMENTS, CHARGES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND ACCOUNTANTS' FEES AND DISBURSEMENTS (COLLECTIVELY, "**CLAIMS**") TO THE EXTENT THAT SUCH CLAIMS RELATE TO, ARISE OUT OF OR RESULT FROM: (I) ANY INTENTIONAL OR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY DEALER OR OF ANY OF DEALER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (II) A BREACH OF THIS AGREEMENT BY DEALER, INCLUDING A BREACH OF ANY OF DEALER'S REPRESENTATIONS, WARRANTIES, OR COVENANTS UNDER THIS AGREEMENT; (III) DEALER'S USE OF THE SERVICES; (IV) DEALER'S FAILURE TO COMPLY WITH DEALER'S PRIVACY POLICY; OR (V) DEALER'S VIOLATION OF APPLICABLE LAW, BUT EXCLUDING, IN EACH CASE, CLAIMS, DEMANDS AND CAUSES OF ACTIONS ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PERSON OR ENTITY SEEKING INDEMNIFICATION.

16. AUTHORIZED THIRD PARTY BENEFICIARIES.

TOYOTA AND EACH SERVICE PROVIDER SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT.

17. Force Majeure.

Each party hereto shall be excused from performance hereunder, except for payment obligations, and to the extent that it is prevented from performing any obligation hereunder, in whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance, or other cause beyond its reasonable control, including failures, fluctuations, or non-availability of electrical power, heat, light, air conditioning, computing, or information systems, or telecommunications equipment, or the inability of hardware or software leased or acquired by sale or license from third parties to process without error or malfunction any data. Such nonperformance shall not be a default or ground for termination as long as reasonable means are taken to remedy expeditiously the problem causing such nonperformance.

18. Relationship of Parties.

Toyota Digital Solutions and the Service Providers are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created between or among Dealer, Toyota Digital Solutions, or any Service Provider under this Agreement.

19. Waiver.

Any failure or delay by Toyota Digital Solutions in exercising or enforcing any rights or remedies that are available under this Agreement (or that Toyota Digital Solutions has the benefit of under any applicable law or otherwise) shall not be deemed to be a waiver of any other rights or remedies, and all such rights and remedies will remain available.

20. Notices.

Any notice to be provided under this Agreement shall be in writing and shall be delivered to the last known address of the party to receive the notice, which shall be considered delivered three days after mailing if sent certified mail, return receipt requested, or when received, if sent by e-mail, facsimile, prepaid courier, express mail, or personal delivery.

21. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties in respect of the subject matter contained herein and supersedes all prior agreements, consents and understandings relating to such subject matter. The parties agree that there is no oral or other agreement relating to such subject matter between the parties which has not been incorporated into this agreement.

22. Survival.

The provisions of Sections 2, 3, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 of this Agreement, and any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination, will survive the termination of this Agreement and the Services.

23. Changes to this Agreement.

Toyota Digital Solutions may make changes to this Agreement or put into place Additional Terms from time to time at its discretion. When these changes are made, Toyota Digital Solutions will notify Dealer and make a new copy of this Agreement available on the maintenance tool point of entry for the Services.

Dealer understands and agrees that its use of the Services after the date on which this Agreement or any Additional Terms have changed shall constitute Dealer's agreement to and, acceptance of the updated Agreement or Additional Terms. Except as set forth herein, this Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

24. Severability.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Headings used in this Agreement are for reference purposes only and are not a part of this Agreement.

25. Assignment.

Dealer may not assign this Agreement without the prior written approval of Toyota Digital Solutions, except that no approval shall be required to assign this agreement to any person or entity which is, directly or indirectly, controlled by, controlling, or under common control with Dealer and is a licensed dealer authorized to sell and service automobiles under a franchise agreement with Toyota. This Agreement and all rights of Toyota Digital Solutions hereunder may be assigned by Toyota Digital Solutions, including, without limitation, to Toyota, without consent, payment, or other condition (excepting reasonable notice to Dealer). This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

26. Choice of Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Michigan without reference to its conflicts of law principles. The parties expressly disclaim any application to this Agreement of the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Any action to enforce any arbitration proceeding, and any other legal action, suit or proceeding that is not otherwise subject to mandatory arbitration pursuant to Section 27 and arises under or relates to this Agreement or the use of the Services shall be heard exclusively in the either the state courts located in the County of Oakland, Michigan, U.S.A. or the Federal court located in the County of Wayne, Michigan, U.S.A., and the parties hereby submit to the jurisdiction thereof and venue therein. Notwithstanding the foregoing, a party may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any appropriate jurisdiction.

NEW! 27. **Arbitration and Class Waiver.**

27.1 Arbitration. Dealer agrees to arbitrate any dispute or claim that it may have with Toyota Digital Solutions or its affiliates that arises out of or relates in any way to this Agreement or Dealer's use of or access to any Services. Such arbitration will be final and binding. If Toyota Digital Solutions elects in its discretion to submit to arbitration any dispute or claim that it may have against Dealer, any such arbitration will be governed by the provisions of this Section 27.



27.2 Class Waiver. Any arbitration proceeding under this Section 27 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted and Dealer expressly waives its ability to participate in a class or representative proceeding against Toyota Digital Solutions or its affiliates. If the arbitration clause is found inapplicable to Dealer's dispute with Toyota Digital Solutions, this class waiver will continue to apply in litigation. Dealer agrees that this class waiver is an essential element of the agreement between Dealer and Toyota Digital Solutions and that this class waiver may not be severed. In the event that this class waiver is deemed invalid or unenforceable, then the entire agreement to arbitrate in this Section 27 will be null and void.

27.3 Arbitrator Authority. Any dispute or claim subject to arbitration pursuant to this Section 27 must be submitted to binding arbitration before a single arbitrator administered by JAMS pursuant to JAMS Streamlined Rules. The arbitrator will be bound by and will strictly enforce this Agreement and any other applicable Additional Terms between Dealer and Toyota Digital Solutions, including any limitations of liability contained therein, and may not limit, expand or otherwise modify any of the provisions of the foregoing. Any arbitration will be held in Birmingham, Michigan, unless otherwise agreed upon by the Parties in writing. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator will award the applicable Party any costs and fees to which it may be entitled under Section 14 in connection with any indemnification claim.

Toyota Digital Solutions Dealer Data Access Agreement

1. **Access to Dealer's Web Sites, Systems and Data.** Dealer hereby authorizes Toyota Digital Solutions and the Service Providers that produce, collect or receive data pertaining to the Dealer's website(s), advertising activity, sales leads, lead generation activity, Dealer's use of the Services, or any of Dealer's other business activities (the "**Dealer Data**"), to transfer, provide or otherwise make available the Dealer Data to Toyota Digital Solutions, Toyota, and Service Providers, which may include directly sharing Dealer Data with Toyota and the Service Providers. Toyota's use of the Dealer Data is subject to Dealer's agreement with Toyota, to which Toyota Digital Solutions and the Service Providers are not a party. In the event the performance of the Services requires Toyota Digital Solutions and/or the Service Providers to access Dealer's computer systems to collect Dealer Data or perform the Services, Dealer specifically requests and authorizes such access and will provide, and has all rights and authorizations required to provide, such access. Toyota Digital Solutions and/or the Service Providers may access Dealer Data in accounts created and managed by Toyota Digital Solutions and/or the Service Providers on the third party sites or, if Dealer provides its account information and authorizes access to accounts managed by Dealer, Toyota Digital Solutions and/or the Service Providers may access Dealer's accounts directly on those third party sites.
2. **Dealer Data Ownership.** The Dealer Data shall continue to be owned by the Dealer. Neither Toyota Digital Solutions nor the Service Provider will use the Dealer Data for any other purposes than those intended with the Services or as otherwise provided herein. Nothing in this Agreement shall obligate Toyota Digital Solutions or any Service Provider to retain any Dealer Data.
3. **Dealer License.** Dealer hereby grants to Toyota Digital Solutions and the Service Providers a royalty-free, non-exclusive, nontransferable, non-cancelable, perpetual license to use the Dealer Data, including without limitation any sales and inventory data (to the extent available) obtained from Dealer's computer systems, or use of the Services for the purposes of (i) performing the Services; (ii) consumer, vehicle, and industry research and reference; (iii) evaluation of sales lead performance; (iv) combining with other data to create proprietary market price and incentive guides; (v) the generation of market analysis data and related products, (vi) development of reports for Toyota, which may include, but is not limited to, sending Dealer Data collected from one Service Provider to another Service Provider for purposes of combing the Dealer Data from the Service Providers to create and develop reports for the Dealer, Shift Digital and Toyota regarding the products and services in the Program and the Services generally; (vi) in promotional materials of Toyota Digital Solutions and/or the Service Providers but only for such purpose when Dealer Data is aggregated, anonymized, or otherwise de-identified; and (vii) Toyota Digital Solutions's and/or Service Provider's business operations, which may include (1) analyzing and reporting such aggregated and de-identified data in connection with the conduct of Dealer's business and operations; (2) creation of operational statistics for internal use only; (3) creation and inclusion in financial reporting of aggregate statistics regarding services performed; (4) creation and inclusion in marketing materials of aggregate statistics highlighting the capabilities of Toyota Digital Solutions's and/or the Service Provider's products and services; and (5) advancing and improving existing products and services, creating new and enhanced product and

services, and development and publication of market and industry intelligence and expertise by Toyota Digital Solutions and/or the Service Provider.

4. Disclosure to Toyota. In connection with the Services, Dealer instructs Toyota Digital Solutions and the Service Providers to disclose all Dealer Data to which Toyota Digital Solutions and the Services Providers have access, including without limitation Personal Information, to Toyota on dealer's behalf.
5. Google AdWords and Analytics. Dealer expressly authorizes Toyota Digital Solutions, and the Service Providers to access Dealer Data maintained by third parties, including Google in such services as Google AdWords and Google Analytics, on Dealer's behalf as Dealer's agent in order to provide the Services. DEALER ACKNOWLEDGES AND AGREES THAT (A) DEALER IS RESPONSIBLE FOR COMPLIANCE WITH GOOGLE ADWORDS AND GOOGLE ANALYTICS POLICIES, TERMS OF USE, AND APPLICABLE LAWS AND REGULATIONS, AND (B) WHEN TOYOTA DIGITAL SOLUTIONS AND/OR THE SERVICE PROVIDERS ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, TOYOTA DIGITAL SOLUTIONS AND/OR SERVICE PROVIDERS ARE ACTING AS DEALER'S AGENT, AND NOT AS THE AGENT OF GOOGLE OR ANY OTHER THIRD PARTY. NEITHER TOYOTA DIGITAL SOLUTIONS, TOYOTA, THE SERVICE PROVIDERS, GOOGLE NOR ANY OTHER THIRD PARTY PROVIDES ANY WARRANTY OR GUARANTY (EXPRESS OR IMPLIED) OF ANY RESULTS OR OTHERWISE WITH RESPECT TO ACCESS OR USE OF DEALER DATA IN THE SERVICES.
6. Publisher Policies and Terms. Use of the Services is also subject to the applicable policies and terms of the search engine, website, or network publishers ("**Publishers**") on which display ads, videos, or other advertising media ("**Advertisements**") are posted or displayed in connection with the Services, including without limitation any Publisher's terms and conditions, editorial guidelines, privacy policies, trademark guidelines, and ad specification requirements ("**Policies**"). Dealer agrees to comply with the Policies during the term of this Agreement and agrees that it has or will enter into a contractual relationship directly with such Publishers for the publication of Advertisements and associated data collection and use that will permit Toyota Digital Solutions and the Service Providers to provide the related Services in compliance with all applicable laws and regulations. Dealer understands and agrees that Advertisements may be placed on any website or property provided by a Publisher selected by Toyota Digital Solutions or in connection with the Service that the Dealer requests. Dealer authorizes and consents to such placements. Toyota Digital Solutions or the Service Provider may modify Advertisements to comply with any Policies in its sole discretion. Dealer agrees not to access (or attempt to access) any of the Services by any means other than through the interfaces that are made accessible by Toyota Digital Solutions or the Service Provider.
- NEW!** 7. **Personal Information processing.** When Toyota Digital Solutions is processing Personal Information on behalf of Dealer in connection with the Services, the following terms apply:
 - a. Toyota Digital Solutions will process Personal Information only for the nature and purpose of fulfilling the Services and in accordance with Dealer's written instructions, which are documented in this Agreement and as further identified in the order form. Notwithstanding the foregoing, Toyota Digital Solutions may also process Personal Information as necessary for Toyota Digital Solutions to comply with applicable laws and regulations.

- b. Data subjects whose Personal Information will be processed by Toyota Digital Solutions in connection with the Services may consist of Dealer’s employees, contractors, potential, actual, and former customers, and website visitors.
- c. Categories of Personal Information to be processed by Toyota Digital Solutions in connection with Services may include:
 - i. First and last name
 - ii. Street address
 - iii. Vehicle of interest
 - iv. Phone number
 - v. Email address
 - vi. IP Address
 - vii. Customer-owned VIN
 - viii. Dealer’s business contact information
- d. The duration of processing of Personal Information is equal to the term of the Agreement.
- e. Toyota Digital Solutions will not (i) sell or share Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than the specific purpose of performing its obligations under the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than fulfilling its obligations under the Agreement; or (iii) retain, use, or disclose Personal Information outside of the direct business relationship between Company and Toyota Digital Solutions. For purposes of this Agreement, to “**share**” Personal Information means to disclose Personal Information to a third party for cross-context behavioral advertising or targeted advertising purposes as contemplated by Applicable Privacy Laws. For purposes of this Agreement, to “**sell**” Personal Information means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information to a third party for monetary or other valuable consideration. This sub-section will not apply when Toyota Digital Solutions is processing Personal Information for cross-context behavioral advertising purposes or combining Personal Information that Toyota Digital Solutions processes on behalf of itself or third parties with Personal Information Toyota Digital Solutions processes on behalf of Dealer (collectively, “**Third Party Service Components**”).
- f. Toyota Digital Solutions will process Personal Information in accordance with all applicable laws and regulations, including, but not limited to, California Consumer Privacy Act (as amended by the California Privacy Rights Act), Connecticut’s Act Concerning Personal Data Privacy and Online Monitoring (effective July 1, 2023), Colorado Privacy Act (effective July 1, 2023), Utah Consumer Privacy Act (effective December 31, 2023), Virginia Consumer Data Protection Act (effective January 1, 2023), and other federal and state laws and regulations relating to privacy, data security, and the processing, storage, protection, and disclosure of Personal Information (collectively, “**Applicable Privacy Laws**”).
- g. All Personal Information will be deemed to be owned or licensed by Dealer and is Dealer Data subject to a duty of confidentiality. Dealer and all Toyota Digital Solutions personnel and permitted subcontractors that process Personal Information are under a binding obligation to protect the confidentiality of such Personal Information.

- h. Dealer may, upon at least thirty (30) days prior written notice and not more than once per twelve-month period, at Dealer's sole cost and expense, assess Toyota Digital Solutions's Personal Information processes for compliance with these terms and Applicable Privacy Laws. Dealer will use reasonable efforts to minimize the disruption to Toyota Digital Solutions's business operations from such assessment and will comply with all reasonable directives from Toyota Digital Solutions if accessing Toyota Digital Solutions's facilities, systems, or documents. Dealer will reimburse Toyota Digital Solutions for reasonable expenses incurred, including compensation for Toyota Digital Solutions personnel time expended, in connection with such audit/review.
- i. Toyota Digital Solutions will not disclose Personal Information to any sub-processors without the prior approval of Dealer. Dealer consents to Toyota Digital Solutions's disclosure of Personal Information to the sub-processors, including the Service Providers, identified on the program enrollment website, Toyota Digital Solutions's third party data center, and additional sub-processors as approved by Dealer in writing from time to time. Toyota Digital Solutions will notify Dealer of any changes to the sub-processors that it uses to process Personal Information by updating the list available on the program enrollment website, and Dealer shall have ten (10) business days to object to each such change beginning on the date Toyota Digital Solutions updates the list (the "**Objection Period**"). If Dealer does not object to the changed sub-processors within the Objection Period, Dealer will be deemed to have irrevocably approved the changed sub-processors. This sub-section will not apply to Toyota Digital Solutions's processing of Personal Information for Third Party Service Components.
- j. Toyota Digital Solutions will either inform i) Dealer of any data subject request received by Toyota Digital Solutions relating to Personal Information processed on behalf of Dealer, or ii) the requesting data subject that they should make their request directly to the Dealer. Dealer will notify Toyota Digital Solutions of any data subject request received by Dealer to which Toyota Digital Solutions must comply and provide information reasonably necessary for Toyota Digital Solutions to comply with such request.
- k. To the extent prohibited by Applicable Privacy Laws, Toyota Digital Solutions will not combine Personal Information it processes on behalf of Dealer with Personal Information it processes on behalf of third parties or itself. This sub-section will not apply when Toyota Digital Solutions processes Personal Information in connection with Third Party Service Components.
- l. Toyota Digital Solutions will implement reasonable technical, administrative, organizational, and physical safeguards to protect Personal Information against unauthorized access, use, disclosure, alteration or destruction, including, to the extent applicable, a written information security program for the protection of "non-public personal information" as defined under GLBA and its implementing regulations.
- m. Toyota Digital Solutions will notify Dealer in writing in the event that it determines it is no longer able to meet its obligations under Applicable Privacy Laws or this Agreement with regard to its processing of Personal Information under the Agreement. After providing reasonable notice to Toyota Digital Solutions, Dealer may take actions that, in Dealer's reasonable discretion and at Dealer's cost, are appropriate to stop and/or remediate Toyota Digital Solutions's noncompliant processing of Personal Information.

- n. Upon termination of the Agreement or upon Dealer's request, Toyota Digital Solutions will promptly return or destroy (with written certification), at Dealer's option except that Toyota Digital Solutions may choose destruction if return is impractical, any or all of Dealer's Personal Information in its possession or control unless (i) retention of such Personal Information is required by laws or regulations applicable to Toyota Digital Solutions, (ii) Toyota Digital Solutions determines, in its sole discretion, it needs to retain such Personal Information to pursue or defend against an actual or potential legal claim, (iii) such Personal Information is stored in an archive or backup system (only until such Personal Information is deleted from such system in the ordinary course of Toyota Digital Solutions's business), or (iv) Dealer consents to the retention thereof.
8. For clarity, Toyota Digital Solutions will not process Personal Information that can be used to identify a customer of Dealer unless required to provide the Services hereunder. Dealer's chosen Service Provider(s) will forward Dealer's sales leads to Toyota's enterprise lead management provider, and Dealer hereby instructs Toyota Digital Solutions and each Service Provider to forward Dealer's sales leads to such enterprise lead management provider.

Toyota Certified Digital Program Terms

For the Toyota Certified Digital Program

Dealer represents and warrants that it is a licensed automotive dealer authorized to sell and service vehicles under a franchise agreement with Toyota Motor Sales, U.S.A., Inc. (“**Toyota**”).

Toyota is a third party beneficiary of this Agreement as provided in Section 17, however, Toyota Digital Solutions does not have the power or authority to bind Toyota through this Agreement or otherwise.

Dealer agrees to deliver all notices required hereunder to info@tmsusaconnect.com .

[Additional Service Terms](#)

Additional service terms begin on the following page.

Call Tracking

Dealer acknowledges that, as part of the Services, Dealer may receive use of and access to certain tollfree and local tracking phone numbers, as well as other Services relating to such numbers (collectively, with the services, the “**Number(s)**”). Dealer acknowledges and understands that when a person (the “**Caller**”) calls a Number, the Caller will be automatically advised that each call is subject to recording and monitoring prior to the connection of the telephone call to Dealer through the Number (the “**Recorded Call Message**”). Dealer represents, warrants, and agrees in connection with Dealer’s use of the Services, that Dealer has reviewed the legality of recording, monitoring, storing, and divulging telephone calls, that Dealer is permitted to engage in such activities, and that Dealer shall use the Number(s) in full compliance with all applicable laws and regulations. Dealer represents and warrants that Dealer has had the opportunity to review the proposed usage of the Numbers with Dealer’s legal counsel, and that Dealer has established proper procedures to protect the privacy of, and otherwise comply with all applicable laws and regulations with respect to, Callers and the Call Receivers (defined below). In the event the Recorded Call Message requires a revision in order to comply with applicable laws, then Dealer shall promptly notify Toyota Digital Solutions in writing of that fact, advising Toyota Digital Solutions as to the exact language necessary to comply with the applicable laws. Dealer agrees and acknowledges that neither Toyota Digital Solutions, nor any Service Providers accept any responsibility for (a) the legality of recording, monitoring, storing and/or divulging telephone calls and (b) the legality of the language used in the Recorded Call Message.

Dealer agrees and acknowledges that applicable laws and regulations may require that Dealer provide notice to and/or receive express consent and permission from, in writing or otherwise, all agents (including employees), independent contractors, and/or other persons who receive telephone calls (the “**Call Receivers**”). Dealer agrees, acknowledges, represents, and warrants that Dealer will provide and/or obtain all notices, consents, and permissions relating to Call Receivers, as required by applicable laws and regulations.

Dealer will not use these Services in connection with any unsolicited or harassing messages (commercial or otherwise) including but not limited to unsolicited or unwanted SMS or text messages. Dealer will not improperly engage in activity which the United States Federal Communications Commission or other government authority has prohibited. Dealer is personally responsible for all SMS messages originated and sent via the chat Services provided to Dealer. Actions taken using Dealer’s credentials shall be deemed to be actions taken by the Dealer.

Trade-in Valet

If Dealer enrolls in Trade-in Valet (“**TIV Services**”), then the additional terms in the sub-provisions of this section shall apply:

a. Dealer will only use customer and vehicle information obtained through the TIV Services for the sole purpose of communicating with customers about the purchase of their vehicle, and Dealer’s potential sale of a vehicle to the customer. Dealer will not sell or transfer any customer information derived from the TIV Services to a third party for marketing or any other purpose.

b. Dealer is solely responsible for accurately disclosing the vehicle condition into the TIV Services in accordance with the National Auto Auction Association Arbitration Policy, effective April 17, 2017, located at www.NAAA.com, as may be amended from time to time (“**NAAA Requirements**”), including without limitation, disclosure of any structural damage, structural repairs/replacements, and structural alterations, to include disclosure of drivability, paintwork, body damage, tire condition, non-working components, missing equipment, and/or aftermarket equipment, also disclosure of issues as may be legally required, and disclosure of conditions which a reasonable person would deem a safety or integrity concern.

c. As part of the TIV Services, Dealer may elect to have Service Provider purchase a vehicle from Dealer for the appraised amount issued by the TIV Services (“**Buy-Back Option**”), if all of the following conditions are satisfied:

i. Appraisals issued to a potential consumer by the TIV Services are valid for the Buy-Back Option for ten (10) calendar days, with such 10-day period commencing on the date of appraisal;

ii. Upon consumer presenting their appraised vehicle to Dealer within the 10-day period, or upon Dealer requesting a Dealer vehicle appraisal (“**Dealer Request**”), Dealer is solely responsible for ensuring that the vehicle condition provided into the TIV Services is a true representation of the actual vehicle condition;

iii. Dealer may exercise the Buy-Back Option by providing notice to Service Provider, with acknowledgement of receipt, for three (3) calendar days of either (i) the date the consumer presents their vehicle to Dealer for trade-in at the TIV Services generated appraisal amount, or (ii) the date the Dealer receives a TIV Services generated re-appraised amount following disclosure of additional vehicle conditions initially undisclosed by the consumer, or (iii) the date the Dealer receives an appraisal from a Dealer Request. Such 3-day period will commence on the date specified above in either (i), (ii), or (iii);

iv. Following Dealer’s notice to Service Provider to exercise Buy-Back Option within such 3-day notice period, Dealer must deliver the vehicle to a Manheim or ADESA facility for a third-party Condition Report, at Dealer’s cost, within three (3) calendar days, with such 3-day period including the date of notice, and where Dealer will remain responsible for transit and ownership of the vehicle; and

v. If the third-party Condition Report confirms the vehicle condition as provided by Dealer to the TIV Services to generate the appraisal, then following Service Provider receipt of vehicle title, Service Provider will pay Dealer the final appraised amount generated by the TIV Services.

- d. Service Provider reserves the right to modify or amend the Buy-Back Option as outlined herein at its sole discretion by providing Dealer with notice via email to the point of contact provided in the Enrollment Portal or Enrollment Form, or via monthly invoice in the normal course of business. Dealer's continued use of the TIV Services for a 10-day period following Service Provider's notice of Buy-Back Option modifications or amendments will constitute Dealer's acceptance of such modifications or amendments.
- e. Service Provider's receipt of Dealer's request to cancel the TIV Services terminates the Buy Back Option for the remainder of the Term. The Buy Back Option only applies to vehicles located within the continental United States and excludes Alaska and Hawaii.

Podium Corporation, Inc.

If Dealer subscribes to one or more services provided by Podium Corporation, Inc. (“**Podium**”), Dealer understands and agrees that Dealer’s use of such services shall be subject to, and Dealer agrees to the additional terms and conditions set forth at, <https://legal.podium.com/#termsofservice-us>, which are incorporated herein by reference and made a part of the Agreement.