



Revised: March 4, 2024

# One Dealer Lane – Terms of Use

These terms of use are entered into between you, whether personally or on behalf of an entity (“**you**”) and Align Partners Software, LLC d/b/a One Dealer Lane and its subsidiaries and affiliates, (collectively, “**ODL**,” “**we**,” “**us**,” or “**our**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**” or “**TOU**”) govern your access to and use of our website and any site, including mobile applications, linked, or otherwise connected thereto, as well as any content, functionality, and services offered on or through the foregoing. These Terms of Use constitute a valid and binding contract between ODL and you and its provisions may be enforced by either of us in the manner set forth below.

You agree that by accessing the ODL Platform (defined below), you have read, understood, and agree to be bound by all these Terms of Use. **IF YOU DO NOT AGREE WITH THESE TERMS OF USE, THEN YOU MUST NOT ACCESS OR USE THE SITE.** The ODL Platform is intended for Users who are at least 18 years old. Persons under the age of 18 are not permitted to access, register, or use the ODL Platform.

## Defined Terms in this TOU

As used in these Terms of Use, the following terms used in this TOU will have the indicated meanings:

**Account Credentials** means a username or email address, password, and other identification means such as a multi-factor authentication code required to access the ODL Platform by an Authorized User.

**Authorized User** means a person who has applied to ODL for credentials to use the ODL Platform and provided information by responding to questions and permitting further investigation by ODL to facilitate its review of the person. ODL will take reasonable steps to authenticate as Authorized Users persons who it determines in its sole discretion to qualify for use of the ODL Platform. ODL has the reject to reject any person’s application or delete the person’s Authorized User status at any time in its sole discretion.



**Consumer** means a natural person aged 18 years old or older if the age for majority in their home state is greater than 18 years of age.

**Data Vendor** means one or more third-party systems e.g., DMS, CRM, Lender, Provider that collect, receive, or disseminate information and data to a Dealer with respect to the conduct of its businesses and its Consumer files and information, or provides Consumer information and data processing to a Dealer as a service.

**Dealer** means an entity that is in the business of holding, selling, leasing, or otherwise transacting with respect to any Vehicle.

**Dealer Data** means NPI and other information provided by a Dealer using the ODL Platform.

**Force Majeure Event** means any event beyond the reasonable control of a party, which will include, without limitation, acts of God, fires, floods, earthquakes, pandemics, wars, sabotage, civil unrest, terrorism, labor disputes, government laws, rules, and regulations, whether valid or invalid, and shortages or inability to obtain material, equipment, or transportation.

**Forums** means message boards, blog feeds and other forums found on the ODL Platform.

**Including** means “including, but not limited to,” unless the context clearly indicates otherwise.

**Lender** means a licensed financial services entity such as a bank, savings association, or credit union that finances Vehicle sales or leases by purchasing RISCS or lease agreements from Dealers or by making loans or leases directly to Consumers for the purchase or lease of a Vehicle.

**Materials** means accounts, computer systems or networks connected to any ODL server or to any of the content provided through the ODL Platform. Materials include but are not limited to text, images, audio material, video material and audio-visual materials.

**NPI** means non-public personal information of a Consumer as that term is defined in the FTC Privacy Rule, 16 C.F.R. 313(n).

**ODL Platform** means the web-based application located at [www.oneddealerlane.com](http://www.oneddealerlane.com) and any sub-domains thereof, or any other website address that is owned or operated by ODL, its assignees, and its and their respective officers, directors, employees, contractors, and agents.

**Or** means the collective and/or.

**Permitted Use** means any collection and use of any product or service listings, descriptions, prices, or any other information posted on the ODL Platform for your own authorized use or as otherwise permitted in an agreement between ODL and you.



**Provider** means a third-party that sells Vehicle protection and insurance products related to a Transaction.

**Privacy Act and Regulations** means Title V of the Federal Gramm-Leach-Bliley Act, the FTC Privacy Rule, 16 CFR § 313, and any similar federal or state privacy laws or regulations.

**Released Parties** means ODL's ' successors, assigns, shareholders, partners, members, officers, directors, managers, licensors, employees, and advisors in their individual and representative capacities.

**Safeguards** means the requirements of the FTC Safeguards Rule, 16 C.F.R. Part 314.

**Third Party Integrations** means arrangements with certain Data Vendors, Lenders, and Providers to facilitate the transmission of data and other functionalities between the ODL Platform and their respective systems and websites.

**Transaction** means any activity related to the sale or lease of Vehicles and goods and services sold by or to a licensed Vehicle Dealer.

**User** means an Authorized User as well as any person who has applied to be an Authorized User. If any person accesses the ODL Platform other than as an Authorized User, that person is a User as well.

**User Content** means Materials that you submit to the ODL Platform for any purpose including, but not limited to, creative suggestions, ideas, notes, concepts, information, content, audio recordings, videos, photographs, graphics, artwork or other copyrighted works and Materials.

**Vehicle** means an automobile, power sports vehicle, marine vessel, recreational vehicle, snowmobile, ATVs, UTVs, jet skis, lorry, or trailer.

## Scope

This TOU applies to the ODL Platform. You should regularly review these TOU as they are subject to change.

## Authorized Users

By using or attempting to use the ODL Platform, you certify the following:

- You are a resident of the United States and are the age of majority in your state of residence, but not younger than age 18.



- All statements and data provided to ODL in the authentication process are true and complete in all respects and there is nothing that if revealed could cause the authentication process to result in a denial.
- You are a licensed a Vehicle dealership in good standing within your State of operation (“Dealer”) **OR**
- You are a customer or prospective customer that is purchasing or interested in purchasing a Vehicle or goods and services from a Dealer (“Consumer”).
- You are not a person barred from accessing or receiving Services under the laws of the United States or other applicable jurisdiction.

***If you do not meet these requirements or, if for any reason, you do not agree to all the terms and conditions contained in these Terms of Use, you must stop using the ODL Platform immediately.***

## Services

The ODL Platform provides one or more of the following services (“Services”) to Authorized Users of the ODL Platform:

- Create, process, and monitor Transactions.
- Import Transactions and other related data to and from a Data Vendor.
- Integrate with Dealers and Lenders and Providers to facilitate the identification, offering, sale, and use of products or services for a Transaction.
- Provide reporting and analytics related to Transactions and use of the ODL Platform.
- Provide system and application support related to the use of the ODL Platform.

## Account Registration

To use the ODL Platform, you are required to complete an account registration and authorization process. You agree that the information you provide in the registration and authorization process to do so is true, accurate, complete, and current, and you further agree to promptly update that information as well as Account Credentials to keep the information true, accurate, complete, and current. If you register on behalf of a business entity or other organization, you represent and warrant that you have the authority to provide the information required and to bind the organization to the TOU.

Once you have registered, to the extent registration was required for you, you will receive or will be able to create or input Account Credentials. Your Account Credentials for each User must be established in accordance with your internal User access policies and those stated in these Terms of Use. You are responsible for maintaining the authority and confidentiality of your Account Credentials and are responsible for all activities that occur using your Account Credentials, whether or not expressly authorized by you. **Sharing of Account Credentials with other individuals is strictly prohibited. If other individuals within your organization have a business need to access the ODL Platform, they must**



**register and obtain their own set of Account Credentials unique to them.** ODL will not be responsible for any damages resulting from the unauthorized use of your Account Credentials. You agree to notify us immediately of any such unauthorized use or any other breach of security. Access and use of the ODL Platform is not authorized by any other person or entity using your Account Credentials, and you are responsible for implementing Safeguards and preventing such unauthorized use. Individuals and entities whose privilege to use the ODL Platform has previously been terminated by ODL may not register for nor use the ODL Platform.

Dealers utilizing the ODL Platform are further required to designate two Dealer System Administrators who will be responsible for:

- Authorizing and revoking the use of the ODL Platform by Dealer personnel and staff.
- Serving as Dealer's key contacts with ODL.
- Participating in the resolution of any issues between Dealer and ODL arising out of or relating to this TOU or the use of the ODL Platform.

Dealers further covenant that it will employ reasonable security measures and Safeguards (including multi-factor authentication of User activity) to monitor transactions and prevent internal and external breaches of its network security resulting in unauthorized access to the ODL Platform. Dealers will conduct periodic (but no less than semi-annually) audits and reviews of User access rights to make sure they continue to meet access requirements. Dealer will also conduct periodic (but not less than annually) interactive training sessions with Users on Safeguards and best practices for transacting in a SaaS environment. Dealers will promptly notify ODL of each network security breach or other event that may result in unauthorized access to the ODL Platform. Dealer agrees to provide the hardware and connectivity requirements established from time to time by ODL to participate in the ODL Platform.

## Use of the ODL Platform; Limitations; Acceptable Use

The ODL Platform provides the Services outlined above to Dealers and their Consumers. You understand, acknowledge, and agree that:

(a) ODL is not involved in the actual Transaction between Dealer and Consumer, nor are we liable for any data entered by Dealer, Consumer, Lenders, or Providers on the ODL Platform and its authenticity or any guarantees or commitments made by any User of the ODL Platform.

(b) ODL is not a broker, does not represent any Dealer or Consumer with respect to any Transaction and is not an agent or representative of any Dealer or Consumer. You understand, acknowledge and agree that ODL makes no representations or warranties, express or implied, including without limitation, any warranty of merchantability, fitness for a particular purpose, or non-infringement, as to any information or data which was provided by you and entered by any User of the ODL Platform, or as to any results from any use of the NPI provided on the ODL Platform, including without limitation, whether or not a Consumer will be approved for a Transaction by a Lender or whether a Transaction qualifies for certain Vehicle protection or insurance products.



(c) ODL is not an agent, representative, broker of any Data Vendor, Lender, or Provider and makes no representations or warranties, express or implied, including without limitation, any warranty of merchantability, fitness for a particular purpose, or non-infringement, as it relates to the performance or accuracy of the products and Services provided by Data Vendor, Lender, or Provider.

You confirm, acknowledge, and agree that you will provide true and accurate information about yourself or your business, and to update and maintain such information.

Your use of the ODL Platform is conditioned upon the following representations being true:

- (a) you are an Authorized User as defined above;
- (b) you are able to form a binding contract with u (c) you are not prohibited by law from accessing the ODL Platform or have not previously been banned, terminated, or otherwise denied access to the ODL Platform;
- (d) you are not acting on behalf of a person whose access to the ODL Platform has been previously terminated or otherwise denied by us.

As conditions of your use of the ODL Platform, you agree to comply with the TOU and all applicable laws and regulations (including Safeguards) in connection with your use of the ODL Platform. You will not violate, attempt to violate, or knowingly facilitate the violation of the security (including access control, Account Credentials, or authentication systems) or integrity of the ODL Platform. Without limiting the foregoing, you agree not to:

- (a) attempt to or enable others to attempt to gain unauthorized access to Materials through hacking, password theft, or any other means; you will not impersonate another User of the ODL Platform;
- (b) attempt or enable others to attempt to obtain any Materials through any means that ODL has not intentionally made available on the ODL Platform including using any automatic or manual process to search or harvest information from the ODL Platform; or
- (c) use the ODL Platform in any way that causes, or may cause, damage to the ODL Platform or impairment of the availability or accessibility of the ODL Platform; or in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or that might interfere with any other person's access to or use or enjoyment of the ODL Platform.

**Without limiting the above, you are expressly prohibited from:**

- (a) any resale or unauthorized use of the ODL Platform;
- (b) using the ODL System other than for a Permitted Use including, without limitation, any purpose competitive to ODL or any unauthorized commercial purpose, including marketing;
- (c) any downloading or copying of any materials contained in the ODL Platform for any reason other than for a Permitted Use, or any use of data mining, robots or similar data gathering and extraction tools;

(d) using the ODL Platform to access or collect any NPI, including account names, email addresses or other such information for any purpose, including, without limitation, any unauthorized commercial purposes;

(e) conducting any systematic or automated data collection activities (including scraping, data mining, data extraction, and data harvesting) on or in relation to the ODL Platform without our express written consent; or

(f) failing to secure NPI and other sensitive data while using or when transmitting from the ODL Platform, including by printing, downloading, sharing, posting on the Internet, or any unsecured location. or making derivative works of the data.

You represent and warrant that any transmission of data from your computer equipment or system will be free from (i) intentionally injurious instructions (e.g. “viruses”) that are designed or have the effect to modify, damage, delete or disable the ODL Platform or any applications thereon; (ii) any hidden passwords that permit unauthorized access to the data or the ODL Platform, or (iii) any embedded code that could trigger, shut down, or disable the ODL Platform.

Without prejudice to our other rights under these Terms of Use, if you breach these Terms of Use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending or prohibiting your access to the ODL Platform, blocking computers using your IP address from accessing the ODL Platform, contacting your internet service provider to request that they block your access to the ODL Platform, or bringing legal proceedings against you.

## Prohibitions on Data You Provide

ODL does not have any part in the creation of the materials and information you provide and ODL cannot and does not confirm the accuracy of information provided or information contained in the written materials provided, if any. If ODL permits you to input information into the ODL Platform, you may not input any information or content that:

- is promotional in nature, including solicitations for funds or businesses, without the prior written authorization of ODL;
- constitutes junk mail, unsolicited commercial messages (“spam”), chain letters, pyramid schemes or the like;
- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, sexist, racist, abusive, threatening, invasive of another’s privacy, hateful, is racially, ethnically, religiously, or otherwise objectionable, or otherwise violates the legal rights of others;
- may cause embarrassment, loss of reputation, or other harm to ODL.
- you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party or installs or distributes unlicensed or “pirated” software;
- contains any spyware, ransomware, computer virus, trojan horse, worm, keystroke logger, rootkit, or other malicious computer software viruses or any other computer code, files, or programs designed or that have the effect to interrupt, destroy, or limit the functionality of any computer software or hardware, or telecommunications equipment;
- involves Peer-to-Peer (P2P) networking under any circumstance;
- consists of any of the following: port scanning, security scanning, network sniffing, keystroke logging, or other IT information-gathering techniques when not part of the User’s job function and Account Credentials; or
- reveals personal or network passwords to others, including family, friends, or other members of the household when working from home or remote locations.

ODL reserves the right, but is not obligated, to edit, restrict or remove any content you provide for any reason at any time. The information and materials available through the ODL Platform may contain typographical errors or inaccuracies. In addition, ODL does not control the information other Users provide that is made available through the ODL Platform. ODL reserves the right to refuse service, terminate relationships, or cancel orders at its discretion. You agree that you will have no claim against ODL or the Released Parties for any actual or alleged infringement of any proprietary rights, rights of privacy or publicity, moral rights, or rights of attribution in connection with our use of any content you provide.

## Compliance with Applicable Laws

Dealer Users of the ODL Platform agree to comply with all applicable state and federal laws and regulations relating to consumer credit, Vehicle and retail installment sales, leasing, privacy, credit practices, fair lending, Safeguards, insurance sales, and records maintenance, including, the Fair Credit Reporting Act (“FCRA”), the Equal Credit Opportunity Act (“ECOA”), and the rules and regulations of the Federal Trade Commission (“FTC”), Consumer Financial Protection Bureau (“CFPB”), the Office of Foreign Assets Control (“OFAC”), and other state and federal regulators having authority or jurisdiction. Dealer agrees to defend, protect, and indemnify ODL and the Released Parties against all claims, demands, actions, and or proceedings alleging a violation of state or federal law or regulation arising from Dealer’s use of the ODL Platform. Dealer expressly understands and acknowledges that information communicated via the ODL Platform may include information about Dealer’s Consumers, which constitutes NPI. Notwithstanding any other provision hereof, neither Dealer nor ODL will use or disclose any NPI via the ODL Platform except as permitted by the Privacy Act, Safeguards, and Regulations.

## Data Security

ODL agrees to maintain commercially reasonable administrative, technical, and physical controls and safeguards designed to comply with applicable Federal and State laws and regulations to protect the NPI received from Dealer or Consumer from unwarranted disclosure. The controls include, but are not





limited to, maintaining appropriate safeguards to restrict access to the NPI received from Dealer or Consumer to those employees, agents, or service providers of ODL who need such information to carry out the purpose(s) for which the NPI was disclosed to ODL. If the data is received from or disclosed to third parties, ODL disclaims all warranties, express or implied, including without limitation the warranties of merchantability or fitness for a particular purpose, and non-infringement in connection with its collection or use of the data. For data disclosed in electronic form to ODL, the safeguards also include electronic barriers (e.g., firewalls or similar barriers) and password-protected access to NPI received from Dealer or Consumer. For information disclosed in written form, ODL agrees that such safeguards must include secured storage of disclosed NPI.

USE OF THE ODL PLATFORM IS RESTRICTED TO ODL AND ITS AUTHORIZED USERS. UNAUTHORIZED USE OF THE ODL PLATFORM INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ENTRY INTO THE ODL PLATFORM, MISUSE OF PASSWORDS, OR MISUSE OF ANY INFORMATION WITHIN THE ODL PLATFORM IS STRICTLY PROHIBITED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU HEREBY ACKNOWLEDGE AND AGREE THAT IT IS A VIOLATION OF THIS TOU TO LOG ONTO THE ODL PLATFORM WITH A LOGIN ID AND PASSWORD THAT WAS NOT ASSIGNED TO YOU PERSONALLY. YOU AGREE TO KEEP YOUR LOGIN ID CONFIDENTIAL AND TO IMMEDIATELY NOTIFY ODL IF YOU LEARN THAT THE SECURITY OF YOUR LOGIN ID OR PASSWORD HAVE BEEN COMPROMISED OR IF YOU SUSPECT THAT ANYONE OTHER THAN YOURSELF HAS ACCESSED THE ODL PLATFORM WITH YOUR LOGIN ID AND PASSWORD.

You agree not to use any functions on the ODL Platform that you are not authorized to use. Without limiting the generality of the foregoing, you agree not to use the ODL Platform to obtain credit bureau reports or other information in any manner that would violate applicable federal, state, or local laws including but not limited to, the Fair Credit Reporting Act. You agree to access or enter information on the ODL Platform concerning the entity by which you are employed only, and not to access any other entity's information.

You will maintain and update an Information Security Program that meets the requirements of the FTC Safeguards Rule, 16 C.F.R. Part 314. You will periodically revise the Security Program to reflect changes in security threats and preventive activity as required by the Safeguards Rule.

You agree that you and your Users will implement Safeguards to protect the integrity and access to NPI, Dealer Data, and other information accessed or used in connection with the ODL platform. Your safeguards must include administrative, technical, and physical controls and safeguards designed to comply with applicable Federal and State laws and regulations to protect the NPI and other data received from Dealers or Consumers from unwarranted access, use, or disclosure. You must continuously train Users to understand the classification of data (including NPI) entered into or accessed using the ODL Platform and take appropriate steps to prevent wrongful access, use, or disclosure of the data.

In the event of an actual or suspected breach of the system, you will immediately report to us the incidents or suspect activity that may relate to the ODL Platform, subject to the reasonable requirements of law enforcement. In doing so, you will utilize any help desk, widgets, or contact us tools available within the ODL Platform. You will also contact our designated representative, who may be your account representative, by secure transmission. You will cooperate and give ODL the ability to



cooperate during any incident investigation and response activity. You will keep ODL informed about the breach activity and give ODL the right to participate in a resolution or settlement. You will not settle any claim that may affect the ODL Platform without first obtaining the consent of ODL.

## Use and Disclosure of Dealer Data by ODL

ODL agrees that it will not use or disclose the NPI received from Dealer or Consumer except for purposes that are permitted by law, and either (i) authorized by this TOU, (ii) reasonably necessary to perform its Services to Dealer or Consumer as permitted by law and to facilitate Transactions, or (iii) to comply with applicable law or legal process.

## Third-Party Websites

The ODL Platform contains links to third-party websites that are not maintained by us. One example is the website of Providers. These links are provided solely for your convenience. The inclusion of any link does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by ODL of any information contained in any third-party website. We make no representations or warranties about the content of any products or services offered by, or the intellectual property compliance of, such third-party websites. In no event will ODL be responsible for the information contained on any third-party website or your use of or inability to use such website. You should also be aware that the terms and conditions of such website and the website's privacy policy may be different from those applicable to your use of the ODL Platform. You should read such terms and conditions and privacy policies carefully before using any such third-party website. Any communications or interactions you have with such sites is outside the scope of our dealings and you alone are solely responsible for any claims or losses resulting from such communications or interactions.

## E-Mail

YOU MAY NOT SEND UNSOLICITED E-MAILS OR E-MAIL THAT INCLUDES FALSE OR MISLEADING INFORMATION IN THE RETURN ADDRESS OR IN THE SUBJECT LINE OR BODY OF THE EMAIL TO ANYONE WHOSE E-MAIL ADDRESS INCLUDES THE DOMAIN NAME **ONEDEALERLANE.COM OR SIMILAR NAME**. YOU MAY NOT USE OUR DOMAIN NAME AS A PSEUDONYMOUS RETURN E-MAIL ADDRESS FOR ANY COMMUNICATIONS THAT YOU TRANSMIT FROM ANOTHER LOCATION OR THROUGH ANOTHER SERVICE. YOU MAY NOT PRETEND TO BE SOMEONE ELSE — OR SPOOF THEIR IDENTITY — WHEN USING THE ODL PLATFORM. YOU AGREE TO COMPLY WITH ALL FEDERAL AND STATE LAWS INCLUDING THE CAN-SPAM ACT.



## User Activity and Obligations

Among other things, you and we intend that your use of the ODL Platform is solely for the purpose of making communications to and from, and interactions with, Dealers, Lenders, Data Vendors, and Providers, to facilitate the conduct of Transactions, and perform such other functionalities as ODL makes available through the ODL Platform from time to time. It is your responsibility alone to agree with each such Dealer, Lender, Provider, Data Vendor, or other entity on the terms of your doing so. We make no warranties or representations about and have no responsibility or liability for the content of any products or services offered by, or the intellectual property compliance of, such third parties or their Users.

## Third-Party Integrations

ODL has arranged for Dealers having the requisite relationship with one of the Third-Party Integrations, to elect, subject to confirmation by Dealer and the Third-Party Integrations, to receive data integration between the ODL Platform and such Third-Party Integrations. ODL will proceed with the integration of Dealer following receipt of Third-Party Integrations' confirmation. In addition, Dealer agrees to give ODL access to data from Data Vendors utilized by Dealer and consents to ODL transmitting the information to other Third-Party Integrations such as Lenders and Providers. ODL does not warrant or guarantee the accuracy of data received from or sent to or from Third-Party Integrations and has no liability for any errors or omissions in obtaining or transferring data.

## Use of ODL Platform

### Restricted access

We reserve the right to restrict access to certain areas of the ODL Platform at our discretion. If we provide you with a User ID and password to enable you to access restricted areas of the ODL Platform or other content or services, you must keep the User ID and password confidential. We may, but are not obligated to, disable your User ID and password at our discretion without notice or explanation. You also agree that Users' access to the ODL Platform is granted on a "least privilege" basis so that each User will have no more access than is necessary to perform their duties. You will review access permissions regularly to ensure that no User has access beyond this limitation at any time. You will deactivate or terminate User access to the ODL Platform when an individual's access is unauthorized or no longer required due to role change or termination of position. Upon termination of employment status, you must terminate a User's access to the ODL Platform immediately.

## User content

You grant us a worldwide, irrevocable, non-exclusive, fully paid up, royalty-free license to use, reproduce, adapt, publish, translate, and distribute your User Content in any existing or future media. You also grant us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your User Content must not be illegal or unlawful, not infringe any third party's legal rights, and will not be capable of giving rise to legal action whether against you, us, or a third party (in each case under any applicable law). You will not submit User Content to the ODL Platform that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. We reserve the right to edit or remove any material submitted to the ODL Platform, stored on our servers, or hosted or published on the ODL Platform.

## Privacy

We care about data privacy. By using the ODL Platform, you consent to all actions taken by us with respect to your Dealer Data and User Content in compliance with our Privacy Policy. You also agree to be bound by our privacy terms as described in our Privacy Policy posted on the ODL Platform, which is incorporated into these Terms of Use. Please be advised the ODL Platform is hosted in the United States. If you access the ODL Platform from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the ODL Platform, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, if we receive actual knowledge that anyone under the age of 18 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the ODL Platform as quickly as is reasonably practical.

You will comply with all privacy laws and regulations on the federal and state level. You will adopt an appropriate privacy policy and train your employees on an interactive basis to both be familiar with the policy and to act in accordance with its terms. ODL will have the right to review the privacy policy to the extent it affects the ODL Platform, and you will make appropriate changes requested by ODL to protect ODL's interests.

## Submitted Ideas Policy

When you submit ideas or materials to us ("Submissions"), such as for marketing, advertising, promotions, contests, products, services, devices, processes, trademarks, logos, artwork, music, photos, or videos, you grant to us a perpetual, irrevocable, world-wide, fully paid up, royalty-free right and license to use, modify, publish, disclose, or exploit the Submission at our discretion. Our use or failure to use Submissions will not create any liability or obligation to you.



## Electronic Communications, Transactions, And Signatures

The communications between you and ODL are electronic. Visiting the ODL Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the ODL Platform, satisfy any legal requirement that such communication be in writing. You hereby consent to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of Transactions initiated or completed by us or via the ODL Platform. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original wet-ink signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means. ODL will use reasonable efforts to honor any request you may have to opt out from receiving emails. You hereby confirm and agree that your sole remedy in connection with any email sent by ODL to you will be stopping the use of the ODL Platform.

**If you are a Consumer, please read the important electronic disclosure notice here.** If you are a Consumer, if you wish to obtain a paper copy of any electronic communications required to be in writing, you may write to the Dealer with the details of your request. The Dealer will send you paper copies at no charge or at a reasonable administrative charge. You can withdraw your consent at any time by sending Dealer a written communication. If you withdraw your consent, however, you may not be able to use the ODL Platform or receive communications in close to real time. The ODL Platform requires, at minimum, the following hardware and software:

- Currently supported versions of Windows or MacOS devices OR
- Currently supported versions of Android or IOS devices.
- A currently supported version of Chrome, Safari, Edge or FireFox web browser.
- Internet connectivity.
- An application capable of opening PDF documents.

By accessing and receiving communications or using the ODL Platform, you acknowledge that you have reasonably demonstrated your consent and that you can receive electronic communications and access the ODL Platform



## SMS Texting Terms of Service; Consent to Receive Texts

### A. For Dealer Users

The ODL Platform offers SMS Texting capabilities for Dealer Users as follows:

- i. To implement Multi-Factor Authentication (MFA) to protect sensitive customer data. Dealer Users can choose to use SMS-based or App-based generation of one-time passcodes for MFA.
- ii. To receive notifications and alerts related to Transactions and important security and other events occurring on the ODL Platform. When setting up these notifications, each Dealer User can enter their cell phone number and control the types of notifications and alerts they want to receive.
- iii. Send secure links by SMS text messages to their customers to complete lead forms, credit application forms, and other Transaction-related forms and documents. To use this functionality, Dealer must support opt-in mechanisms, and text messages should be sent only after the consumer has opted-in to receive them. For promotional messages, the consumer must agree in writing to receive promotional texts. In each instance, Dealer represents and warrants that it has obtained all necessary consents from the customer to receive text messages, that it has established mechanisms for customers to revoke consent and opt out at any time, and that the consent has not been revoked. In obtaining consents, the Dealer must ensure that consumers are aware of: (1) the program or product description; (2) the telephone number(s) or short code(s) from which messaging will originate; (3) the specific identity of the organization or individual being represented in the initial message; (4) clear and conspicuous language about opt-in and any associated fees or charges; and (5) other applicable terms and conditions (e.g., how to opt-out, customer support information, and link to any applicable privacy policy). Dealer acknowledges that it alone is solely responsible for obtaining consent and that we have no role or responsibility for obtaining such consents from Dealer's customers. In the event of any claim against us by reason of any SMS text messaging or the right to do so, Dealer will defend, protect, indemnify, and hold us harmless pursuant to the indemnity provisions stated below in these Terms of Use.

SMS Texting services have no separate charge from us. However, your carrier's message and data rates may apply. **You may opt-out and withdraw your consent to receive text messages at any time by sending us a notice in the manner provided for notices in these Terms of Use or by replying STOP to any text message. Your opt-out will become effective within 48 hours of receipt of your opt out communication, and we will confirm your opt-out and revocation of consent in a responsive text.** After this, you will no longer receive SMS messages from us. If you want to join again, sign up as you did the first time, and we will start sending SMS text messages to you again.

For these and related purposes, you consent to receive text messages sent to the cell phone number you provide to us on the ODL Platform. If you change your cell phone number, you will promptly update the cell phone number on the ODL Platform. You are not required to agree to our SMS text message program as a condition of purchasing any property, goods, or services from us. If you do not want to opt-in to our SMS text message program but still wish to utilize the ODL Platform, please contact us at (877) 421-0135 or go to [www.oneddealerlane.com](http://www.oneddealerlane.com).



## B. For Dealer's Customers

The ODL Platform is primarily used by Dealers to manage their sales and transaction activities. In doing so, it allows Dealers to communicate with their customers via text messages as follows:

- i. To request more information from customers and send them secure links to complete lead forms, credit application forms and other Transaction related forms and documents.
- ii. To provide status updates on transactions and other related information.

Dealers are responsible for securing your consent before sending you text messages via the ODL Platform. We do not charge for these text messages, but message or data rates from your wireless provider may apply. If you have any questions about your text or data plan, it is best to contact your wireless provider.

When you provide your consent to a Dealer to receive text messages via the ODL Platform, that consent is limited to ODL only. We do not share your cell phone number or other information with any third parties without your express consent.

**You can opt out and cancel your consent to receive SMS text messages at any time by replying STOP to any text message or by contacting our customer support team listed below. Your opt-out will become effective within 48 hours of receipt of your opt-out communication, and we will confirm your opt-out and revocation of consent in a responsive text.** After this, you will no longer receive SMS messages from us. If you want to join again, sign up as you did the first time, and we will start sending SMS text messages to you again.

If you have any questions regarding privacy, please read our privacy policy posted on this website.

ODL Customer Support can be reached via phone at (877) 421-0135.

## Forums and User Content

ODL and its Users may host Forums and you may have the ability to provide or upload User Content to the ODL Platform. By sending or transmitting User Content to ODL, or by posting such User Content to any area of the ODL Platform, YOU GRANT US AND OUR DESIGNEES A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, UNLIMITED, TRANSFERABLE, FULLY SUBLICENSEABLE (THROUGH MULTIPLE TIERS), ASSIGNABLE, ROYALTY-FREE, FULLY PAID UP, IRREVOCABLE RIGHT AND LICENSE TO USE, REPRODUCE, DISTRIBUTE (THROUGH MULTIPLE TIERS), MODIFY, ADAPT, COMBINE WITH OTHER WORKS, CREATE DERIVATIVE WORKS OF, PUBLICLY PERFORM, DISPLAY, STORE, DIGITALLY PERFORM, PUBLISH (ON THE ODL PLATFORM, IN PRINT, RADIO, TELEVISION, ONLINE, AND ELSEWHERE), MAKE, HAVE MADE, SELL, OFFER FOR SALE, IMPORT AND COMMERCIALIZE USER CONTENT, OR ANY PORTION THEREOF, IN ANY MANNER AND CONTEXT (INCLUDING BUT NOT LIMITED TO USAGE IN COMMERCIAL, ADVERTISING OR PROMOTIONAL MATERIALS), NOW KNOWN OR IN THE FUTURE DISCOVERED, IN ODL'S SOLE DISCRETION, IN ANY WAY, IN ANY AND ALL MEDIA NOW KNOWN OR HEREINAFTER CREATED OR



DISCOVERED, WITHOUT LIMITATION AND WITHOUT ANY COMPENSATION OR ACKNOWLEDGMENT TO YOU OR ANY THIRD PARTY. To the extent permitted by law, you specifically waive any “moral rights” in and to the User Content. The foregoing grant includes without limitation, any copyrights and other intellectual property in and to your User Content. None of the User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any input, use or disclosure of any User Content. If you have any User Content that you would like to keep confidential or do not want others to use, do not post it to the ODL Platform. ODL IS NOT RESPONSIBLE FOR A USER’S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE ODL PLATFORM.

If ODL does decide, in its sole discretion, to attribute User Content to you, you hereby grant ODL the right to use your name, image, and likeness with respect to such attribution, and hereby completely and irrevocably release and forever discharge us from and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your member name, image or likeness. For clarity, the foregoing license grant to ODL does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to the material in your User Content, unless otherwise agreed in writing.

You further acknowledge that ODL:

- (a) is under no obligation to post, display or otherwise use any User Content, and
- (b) has no obligation whatsoever to pay you any royalty or other amounts on any revenues or other consideration that ODL receives directly or indirectly from the use or display of your User Content or otherwise from the exercise of ODL’s rights granted under these Terms of Use. You hereby agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against ODL or its owners/operators, affiliates, or licensors, or any other person, on the grounds that any use of User Content, or any derivative works thereof, infringe any of your rights as creator of the User Content, including, without limitation, trademark rights, copyrights, publicity rights, privacy rights and moral rights.

Information on our Forums may be provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with ODL. You acknowledge that a large volume of information is available in our Forums and that people participating in such Forums post messages or make statements, whether intentionally or unintentionally, that are inaccurate, offensive, indecent, objectionable, obscene, threatening, harassing or encourages any such conduct, or that otherwise violate any Codes of Conduct, and you hereby completely and irrevocably release and forever discharge us from and waive, any legal or equitable rights or remedies you have or may have against ODL with respect thereto. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information, or other utterance made or displayed on the ODL Platform or Forums by third parties, whether such third parties are visitors to the ODL Platform, members of the ODL community, or others. The opinions expressed in the Forums reflect solely the opinion (s) of the participants and may not reflect the opinion (s) of ODL. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages, or for any results obtained from the use of such information. Under no circumstances will we or our affiliates, suppliers or agents be



liable for any loss or damage caused by your reliance on such information obtained through the ODL Platform. If notified by a User of User Content that allegedly does not conform to these Terms of Use, ODL may in its sole discretion investigate the allegation and determine in good faith and in its sole discretion whether to remove the User Content.

You will be solely responsible for your own User Content and the consequences of posting or publishing them. In connection with User Content, you affirm, represent or warrant that:

(a) you own, or have the necessary licenses, rights, consents, and permissions to the User Content and to grant the rights and licenses to ODL under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to all User Content in the manner contemplated by the ODL Platform and these Terms of Use; and

(b) you have the written consent, release, or permission of each identifiable individual person in the User Content to use the name or likeness of such person in the manner contemplated by the ODL Platform and these Terms of Use or, if such persons are minors, the written consent, release, or permission of such minor's parent or legal guardian. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all local rules regarding online conduct and acceptable User Content. You also agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

You acknowledge and agree that we have the right to disclose such User Content and the circumstances surrounding their transmission to any third party to operate the ODL Platform properly; to protect ourselves, our sponsors, and our members and visitors and our Users; and to comply with legal obligations or governmental requests.

ODL reserves the right to delete from the ODL Platform any User Content, postings or member names and will cooperate fully with any law enforcement officials or agencies in any investigation, including complete and immediate termination of your registration or accounts with ODL. You acknowledge that ODL may or may not pre-screen User Content, but that ODL and its designees will have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available via the ODL Platform. Without limiting the foregoing, ODL and its designees have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable, as determined in their sole discretion. You agree that you must evaluate, and bear all risks associated with, the posting or use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by ODL or submitted to ODL, including without limitation information in ODL's message boards and in all other parts of the ODL Platform.

## Intellectual Property and the Digital Millennium Copyright Act

Except where otherwise indicated, all materials contained in the ODL Platform are the copyrighted property of Align Partners Software, LLC, its affiliated companies or third-party licensors. The ODL logo, all other service marks, and the names of various products and services described within are service marks of ODL or its affiliates.

Except as expressly provided herein, you will not use any portion of the ODL Platform, or any other of our intellectual property (including our service marks), on any other website, in the source code of any other website, or in any other printed or electronic materials. Except as expressly provided herein, you will not modify, publish, reproduce, republish, create derivative works, copy, upload, post, transmit, distribute, or otherwise use any of the ODL Platform's content or frame this ODL Platform within any other website without our prior written permission. Systematic retrieval of data or other content from the ODL Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory, without our prior written permission is prohibited.

ODL expects its Users to respect the intellectual property rights of others. We may remove Materials that appear in our sole discretion to infringe upon the intellectual property rights of others, and it is our policy to restrict the access rights of repeat infringers. If you believe a work protected by a U.S. copyright you own has been posted without authorization, you may notify us in writing at the address set forth for notices in these TOU, and provide the following information:

- A physical or electronic signature of the person authorized to act on behalf of the copyright owner,
- Identification of the copyrighted work or works claimed to have been infringed,
- A detailed description of the material you claim is infringing, together with information sufficient to enable us to locate it, including the URL where the infringing material appears,
- Your address, telephone number and e-mail address,
- A statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent, or the law, and
- A statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING ODL THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

## Representations and Warranties

You represent and warrant that you and your affiliates: (a) are duly organized, validly existing, and in good standing under applicable laws, and have full power and authority to conduct business where it is presently being conducted; (b) have all requisite authority, and have taken all actions necessary to perform your obligations under these Terms of Use; (c) your performance under these Terms of Use and compliance with the provisions of these Terms of Use, will not: (i) violate any provision of, or constitute a default under any agreements, instruments, or obligations by which you are bound; or (ii) to your knowledge after reasonable inquiry, violate any statute, rule, regulation, ordinance, code, order, judgment, ruling, writ, injunction, decree, or award.

## Termination

If you want to terminate this TOU with ODL, you may do so by:

- (a) contacting our support team using the information provided on the ODL Platform OR
- (b) closing your account and disabling your Account Credentials on the ODL Platform and give us notice of your doing so.

ODL may terminate your right to use the ODL Platform at any time in its sole discretion, with or without cause, by giving you notice of termination. Without limitation of such rights, your use of the ODL Platform will terminate immediately if you make or have made against you an assignment for benefit of creditors; or ii) you file or there is filed against you a petition under the U.S. Bankruptcy Code or similar law. Some circumstances in which ODL may exercise this right to terminate your right to use the ODL Platform include, without limitation:

- (a) You have breached any provision of the TOU;
- (b) You suffer a deterioration in your financial condition ;
- (c) ODL is required by law to do so; OR
- (d) ODL no longer provides the ODL Platform.

## Data Storage; Access Outside of the United States of America

The information you enter on the ODL Platform will be processed by certain third-party companies, whose data protection and privacy protections may not afford the same level of protection as required by laws of certain countries, such as the member nations of the European Union. We make no claims that the ODL Platform or any of its contents are appropriate or may be downloaded or accessed outside of the United States of America. If you access the ODL Platform from outside the United States of America, you do so at your own risk and are responsible for compliance with the laws of your country. You may not use or export any content of the ODL Platform in violation of U.S.A. export laws and regulations.

## SaaS Shared Responsibilities

The ODL Platform is a Software-as-a-Service (“SaaS”) platform that is owned and operated by us. We are responsible for operating and maintaining all the software systems that comprise the platform including Physical Infrastructure, Virtualization Infrastructure, Guest Operating Systems, Networks, Databases and Applications.

You are responsible for maintaining and controlling which of your Users have access to the ODL Platform including implementing role-based security best practices, including Safeguards training of all Users. Additionally, you are responsible for the content of the data you enter on the platform. We will not verify any data you enter, nor be liable for any unauthorized access by your Users or the authenticity or accuracy of any data entered by you.

You alone are responsible for implementing a Safeguards training program regarding the FTC Safeguards Rule and its requirements, as well as the secure and effective use of the ODL Platform. You represent

and warrant that you have such a training program in place and that your Users have completed such training prior to their being authorized to use the ODL Platform. You will update your security training as necessary to address changes and clarifications to relevant security requirements but in no event less frequently than once per calendar year.

You also agree to conduct regular audits of your use of the ODL Platform for Safeguards compliance and compliance with these Terms of Use. If such audits reveal any discrepancies, you must share the relevant portions of the audit and recommendations for corrective action with us.

## Confidential Information

“Confidential Information” means all information disclosed to you, directly or indirectly, in writing, orally, electronically, or in any other form, including, without limitation, trade secrets, customer lists, business plans, technical data, product ideas, contract, and financial information, software code or other information not generally known to the public. You will hold all Confidential Information of ODL in strict confidence. You will not disclose any Confidential Information to any third party except with ODL’s prior written consent in the furtherance of, as applicable, your obligations under these Terms of Use. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is or becomes generally available to the public through no breach of these Terms of Use by the recipient of the information; (ii) is or was known by you at or before the time such information was received from us or use of the ODL Platform, as evidenced by your tangible (including written or electronic) records; (iii) is received from a third party that is not under an obligation of confidentiality to us to such information; (iv) is independently developed by you without any breach of these Terms of Use, as evidenced by your contemporaneous tangible (including written or electronic) records; (v) is approved for release in advance in writing by us; or (vi) is required to be released pursuant to a court order, subpoena, or other act of governmental or regulatory agency., but only to the minimal extent required to do so. To claim an exemption, you must provide documents satisfactory to ODL that your claim is valid.

## Disclaimer

THE ODL PLATFORM AND THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE ODL PLATFORM AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE ODL PLATFORM, THE SERVICES, AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICES, THE ACCURACY OR COMPLETENESS OF THE CONTENT OF ANY WEBSITES LINKED TO THE ODL PLATFORM OR ANY CALCULATIONS GENERATED BY OR ON THE ODL PLATFORM BY ANY PERSON OR ENTITY. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, CALCULATIONS, AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE ODL PLATFORM, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF

TRANSMISSION INVOLVING THE SERVICES OR FROM THE ODL PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE ODL PLATFORM BY ANY THIRD PARTY, OR (6) ANY ERRORS OR OMISSIONS IN THE SERVICES, ANY PRODUCTS, ANY CONTENT AND MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ODL PLATFORM OR IN CONNECTION WITH THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED DIRECTLY OR BY A THIRD PARTY THROUGH THE ODL PLATFORM, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES OR WITH ANY CONSUMER. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## Limitations Of Liability

IN NO EVENT WILL WE OR OUR AFFILIATES AND ANY OF OUR OR THEIR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM THE SERVICES OR YOUR USE OF THE ODL PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF ANY CLAIM OR CAUSE OF ACTION. CERTAIN STATE LAWS DO NOT ALLOW THE LIMITATIONS OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## Indemnity

You agree to defend, protect, indemnify, and hold the Released Parties harmless, from and against any loss, damage, liability, claim, expense, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your: (1) use of the ODL Platform or the Services; (2) breach of these Terms of Use; (3) breach of any of your representations and warranties set forth in these Terms of Use; (4) violation of the rights of a third party, including but not limited to intellectual property rights; (5) any overt harmful act toward any other User of the ODL Platform or Services with whom you connected via the ODL Platform or in the course of the Services; or (6) any alleged wrongful act or omission in which you participated or failed to participate. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use commercially reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## Force Majeure

In the event a Force Majeure Event precludes you or we from meeting obligations under these Terms of Use, the affected party will give notice to the other party of the Force Majeure Event and an estimate of when it will resume performance. The estimate will be updated as events unfold provided that if the Force Majeure Event lasts longer than 30 days, the non-affected party will have the right to terminate but the obligations of the entity claiming force majeure incurred prior to termination will survive.

## Governing Law

Except as provided in the following paragraph (Dispute Resolution and Agreement to Arbitrate), these Terms of Use are governed by and to be construed in accordance with the internal laws of the State of Texas without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the parties.

## Dispute Resolution and Agreement to Arbitrate

Except where and to the extent prohibited by law and except for seeking equitable relief such as an injunction, we both agree that, if there is any controversy, claim, action, or dispute arising out of or related to the Services these Terms of Use or the breach, enforcement, interpretation, or validity of the Terms of Use or any part of it ("Dispute"), both parties will first try in good faith to settle such Dispute by providing notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notices must be sent to the addresses for giving notice that appear in the following Section **Notices and Consents**.

Both of us agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS PURSUANT TO THE TERMS IN THE NEX PARAGRAPH AND YOU WAIVE THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS OR CONSOLIDATED CAPACITY.

Pursuant to the Federal Arbitration Act 9 U.S.C § 1 et. seq., any and all disputes, claims, or controversies between the parties ("parties" specifically including, but not being limited to, any assignee of a party) arising out of or relating to this Agreement that are not resolved by their mutual agreement shall be submitted to final and binding arbitration before a single arbitrator who shall be an attorney authorized to practice law in the State of Texas, selected by mutual agreement of the parties, or in the absence of such agreement appointed upon application of a party by a District Judge in Dallas, Texas. The arbitration proceedings shall be governed by the Commercial Arbitration Rules of the American Arbitration Association but shall not be administered by it. The Arbitration shall take place in Dallas, Texas or such other location as the parties may agree. Unless otherwise determined by the Arbitrator each of the parties

shall bear one-half of the fees and expenses of the arbitration. The arbitrator may grant whatever relief the parties may be entitled to at law or in equity or by the terms, provisions and remedies set forth in these TOU. The provisions of this paragraph are specifically enforceable by any court with subject matter jurisdiction. The prevailing party or parties shall be entitled to an award of its reasonable attorney fees and costs through every stage of the proceeding and in obtaining and enforcing any judgment. The arbitrator shall have sole discretion to determine which is the prevailing party or parties and the amount of reasonable attorney fees and costs.

This Dispute Resolution and Agreement to Arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. However, nothing contained in this provision will preclude either party from seeking equitable relief such as an injunction binding upon the other party.

## Notices and Consents

Notices and consents, when required by these Terms of Use, must be in writing and be sent by an overnight courier delivery service of general commercial use and acceptance (such as Federal Express or UPS) to the addresses that follow. Notices will be deemed effective upon receipt if properly addressed and delivered to the addresses stated below or such other address as each party may provide by notice given to the other party.

- Align Partners Software, LLC, PO Box 1053, Grapevine TX 76099.
- Notice to you will be sent to the address you used when you registered to use the ODL Platform.

## Updates

We may revise these Terms of Use from time-to-time. Revised Terms of Use will apply to the use of the ODL Platform from the date of the publication of the revised Terms of Use on the ODL Platform. We will endeavor to post an effective date for any changes to these Terms of Use at the top or foot hereof. Please check this page regularly to ensure you are familiar with the current version.

## Assignment

We may transfer, sub-contract or assign our rights or obligations under these Terms of Use without notifying you or obtaining your consent. You may not transfer, sub-contract, or assign your rights or obligations under these Terms of Use without our prior written consent.

## Severability

Should any provision of these Terms of Use be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful, or unenforceable provisions shall not affect the validity or enforceability of the remaining provisions.

## Entire Agreement / Enforceability

Except for a Dealer Agreement that you sign, these Terms of Use and any Supplemental Terms applicable to you constitute the entire agreement between you and us in relation to your use of the ODL Platform and supersede all previous agreements in respect of your use of the ODL Platform or otherwise with respect to the provisions hereof.