

# Terms of Use ("Terms")

Effective from 1 October 2016.

Please read these Terms of Use ("Terms") carefully before using the EZR Auto Dealership Platform (the "Service") operated by EzrAuto and EzrMobile Inc., (herein referred to as "us", "we", or "our").

You, ("the Dealership") and your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all users who want to access or use the Service.

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.**

## **Accounts:**

1. All Dealership accounts are month-to-month after an initial rollout period of 90 days and then there is otherwise no contracted period for Service;
2. You agree to operate the Service for an initial 90 days to provide sufficient time for the Service to rollout and provide user statistics ("Statistics");
3. An initial integration and rollout fee of \$350 is charged for each Dealer location that the Service operates;
4. Monthly charges for the Service are \$599 per calendar month paid monthly in advance;
5. All Dealership accounts are recurring subscription accounts and are automatically renewed on the anniversary of the commencement of the Service;
6. When you register and create an account, you guarantee and warrant that you are above the age of 18, that you have ostensible authority to purchase the Service and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the termination of the Service;

7. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party Single;

8. for the purpose of providing the Service, you allow us to obtain relevant information about your inventory from third party services you use for your website, for your inventory and other service providers from whom you permit us to obtain information from;

9. EzrAuto and EzrMobile agree to keep all Dealership information not in the public domain about the Dealership confidential;

10. EzrAuto and EzrMobile agree to make available to you, Statistical data from users who use the Service including prospects. This data is available from the Service website.

**Non authorized login:**

You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

**Your identity:**

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content in our sole discretion.

**Communications from EZR:**

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

**Content:**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, images, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the

rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service.

EZR Auto and EZR Mobile has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of EzrMobile and EzrAuto or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

**Links To Other Web Sites:**

Our Service may utilize third party web sites or services that are not owned or controlled by EzrMobile and EzrAuto .

EzrMobile and EzrAuto has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that EzrMobile and EzrAuto shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

**Your use of EZR User text capture data including prospect phone and email:**

Contacting customers through text messaging is regulated by a series of rules and regulations set out by the Federal Communications Commission. The FCC regulates these rules as part of the Telephone Consumer Protection Act (TCPA) which was originally

devised in 1991. The TCPA limits the use of automatic dialing systems, artificial or prerecorded voice messages, calls or SMS text messages to mobile phones, and fax machines.

If you use or decide to use contact information captured through the EZR Auto Dealer platform, you agree and warrant that you will comply and abide with all laws and obligations related to using that information and to do so lawfully.

EZR Auto and EZR Mobile only captures prospect information with permission of the owner and you agree that you will immediately stop and desist from engaging an any such communication with a prospect if the prospect elects to opt out of any such communication whether that is via the EZR Auto and EZR Mobile platform or some other means.

### **Termination**

EzrMobile and EzrAuto does NOT prorate the current monthly invoice for terminated accounts.

If you wish to terminate your account, you can notify EZR Auto and EzrMobile by email at [admin@ezrmobile.com](mailto:admin@ezrmobile.com), giving us one month's notice.

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any breach of the Terms including non payment of monthly fees for the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Indemnification**

You agree to defend, indemnify and hold harmless EzrMobile and EzrAuto and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service and d)communications with prospects whose information has been captured via the EZR Auto and EZR Mobile Platform.

### **Limitation Of Liability**

In no event shall EzrMobile and EzrAuto , nor its directors, employees, partners, agents,

suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

EzrMobile and EzrAuto, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Utah, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30-days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

#### Contact Us

If you have any questions about these Terms, please contact us at [admin@ezrmobile.com](mailto:admin@ezrmobile.com)

#### Acceptance

You accept and agree to these Terms of Service by clicking on the Accept Terms button on the website. If these Terms are agreed to offline your acceptance is acknowledged by signing the document hereunder.

#### **Accepted and agreed to by the Dealership**

Signed by: \_\_\_\_\_

A person with ostensible authority to sign for the Dealership.

Print Name: \_\_\_\_\_

Dealership: \_\_\_\_\_

Date: \_\_\_\_\_

