

## TERMS OF USE

IMPORTANT: THESE TERMS OF USE (“**AGREEMENT**”) ARE AN AGREEMENT BETWEEN CARFAX, INC. (“**CARFAX**”) AND YOU (“**YOU**” OR “**YOUR**”) FOR THE REGISTRATION OR CREATION OF A USER ACCOUNT (AS DEFINED BELOW) AND/OR ACCESS TO OR USE OF THE VEHICLE RECALL SEARCH SERVICE (THE “**SERVICE**”) AND THE RECALL DATA (AS DEFINED BELOW). IN THE EVENT THAT YOU REPRESENT OR OTHERWISE ACT ON BEHALF OF AN ENTITY OR ORGANIZATION, REFERENCES TO “**YOU,**” OR “**YOUR**” SHALL INCLUDE SUCH ENTITY OR ORGANIZATION IN ADDITION TO YOU, AND YOU REPRESENT AND WARRANT THAT YOU ARE IN FACT AN AUTHORIZED REPRESENTATIVE OF SUCH ENTITY OR ORGANIZATION AND HAVE THE AUTHORITY TO BIND SUCH ENTITY OR ORGANIZATION TO THIS AGREEMENT, AND YOUR ACCEPTANCE OF THIS AGREEMENT SHALL CONSTITUTE ACCEPTANCE ON BEHALF OF SUCH ENTITY OR ORGANIZATION.

BY REGISTERING FOR A USER ACCOUNT AND/OR ACCESSING AND USING THE SERVICE AND THE RECALL DATA, YOU DEMONSTRATE THAT (I) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND (II) YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND CARFAX AND YOU WILL COMPLY WITH AND BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT REGISTER FOR A USER ACCOUNT OR ACCESS OR USE ANY PART OF THE SERVICE OR ANY RECALL DATA.

CARFAX RESERVES THE RIGHT, AT ITS DISCRETION, TO UPDATE OR REVISE THIS AGREEMENT. PLEASE CHECK THIS AGREEMENT PERIODICALLY FOR REVISIONS AND UPDATES. YOUR CONTINUED USE OF THE SERVICE OR THE RECALL DATA AFTER THE POSTING OF CHANGES TO THIS AGREEMENT CONSTITUTES ACCEPTANCE OF THOSE CHANGES.

### 1. Eligibility Criteria

In order to access and use the Service and the Recall Data, You must meet one or more of the following eligibility criteria (the “**Eligibility Criteria**”):

- You are a governmental entity that maintains accurate lists of vehicle identification numbers (“**VINs**”) in the ordinary course of business for motor vehicles owned or leased by Your customers or constituents and either (1) maintain regular direct contact with these persons, or (2) provide regulation or licensing requirements over that list of VINs (a “**Governmental User**”).
- You are a commercial entity that maintains accurate lists of VINs for motor vehicles in the ordinary course of business and are either (1) a principal owner of motor vehicles, (2) a lessor or fleet operator of motor vehicles, (3) in the business of providing motor vehicle servicing and/or repair, (4) in the business of providing ride hailing services, (5) in the business of providing car and/or ride sharing services, or (6) an individual auction location that is a current member of the National Auto Auction Association and sells motor vehicles on behalf of third parties (a “**Commercial User**”).
- You are a commercial entity that maintains accurate lists of VINs for motor vehicles in Your current portfolio in the ordinary course of business, are in the business of providing motor vehicle financing to vehicle owners and lessors, and maintain regular direct contact with these persons (a “**Finance User**”).
- You are a commercial entity that maintains accurate lists of VINs for motor vehicles that are insured by You in the ordinary course of business, are in the business of providing motor vehicle insurance to vehicle owners and lessors, and maintain regular direct contact with these persons (an “**Insurance User**”).

For purposes of this Agreement, “**Permitted VINs**” are defined as (i) if You are a Governmental User, the valid VINs for motor vehicles owned or leased by Your customers or constituents, (ii) if You are a Commercial User, the valid VINs for motor vehicles that: (a) You currently hold in fleet or in inventory, offer for ride hailing services, or offer for car and/or ride sharing services, or (b) You are currently repairing or servicing, (iii) if You are a Finance User, the

valid VINs for motor vehicles in Your current portfolio, or (iv) if You are an Insurance User, the valid VINs for motor vehicles that are insured by You.

## 2. Registration and User Account

You must register for a user account to access and use the Service and the Recall Data (“**User Account**”). By registering for a User Account, You represent and warrant to CARFAX that (i) all registration information You submit is current, complete and accurate, and (ii) You currently meet the Eligibility Criteria. If CARFAX approves Your request for a User Account, You will be assigned a username and will select a password (“**User Credentials**”) for Your User Account. Your User Credentials are personal to You, and You may not share it or allow any other person or entity to utilize Your User Credentials. CARFAX may, in its sole discretion, permit additional users authorized by You (each, an “**Authorized User**”) to use and access the Service and the Recall Data under Your User Account. You are responsible for maintaining the confidentiality of Your User Credentials and the user credentials of any Authorized User (“**Authorized User Credentials**”) and are fully responsible and liable for all activities that occur under Your User Credentials and any Authorized User Credentials, whether or not such access or use has been authorized by You or on Your behalf. Notwithstanding anything to the contrary in this Agreement, You are responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement and You shall be solely responsible and liable for the acts and omissions of any Authorized User under this Agreement as if such acts and omissions were Yours. You agree to immediately notify CARFAX by e-mail at [autorecallsearch@carfax.com](mailto:autorecallsearch@carfax.com) in the event (a) Your registration information changes or there are changes in current Authorized Users, (b) You no longer meet any Eligibility Criteria, or (c) You learn of or have reason to suspect any unauthorized use of Your User Credentials, any Authorized User Credentials, and/or User Account, or any other breach of security related to Your access to or use of the Service and/or the Recall Data. CARFAX reserves the right to reject Your request to register for a User Account if it determines that You do not meet the Eligibility Criteria or Your registration information is not current, complete or accurate. Further, CARFAX reserves the right to deny access to and use of any User Account if CARFAX suspects or believes there is a question about the identity of the person trying to access such User Account.

## 3. License

Subject to the terms and conditions of this Agreement, CARFAX hereby grants to You, at no charge, a limited, revocable, non-transferable and non-exclusive license to (i) access and use the Service to submit one or more lists of Permitted VINs and (ii) use the Recall Data made available through the Service solely to determine whether the motor vehicles associated with such Permitted VINs are affected by any open service campaign(s) and/or open safety defect, open emissions, or other open recall(s) and to notify the applicable motor vehicle owners of the foregoing (collectively, the “**Permitted Use**”).

In addition to the requirements set forth in this Agreement, Your access to and use of the Service is subject to any and all other instructions or requirements provided to You by CARFAX from time to time.

## 4. Recall Data

When You submit a list of Permitted VINs to the Service, the Service will return to You certain motor vehicle data for Permitted VINs that are subject to (i) an open safety defect or open emissions recall if such data is available to CARFAX and CARFAX is permitted to provide such data to You, and/or (ii) an open service campaign if such data is available to CARFAX and CARFAX is permitted to provide such data to You (collectively, the “**Recall Data**”). CARFAX receives information regarding open service campaigns and open safety defect, open emissions, and other open recalls from most manufacturers of motor vehicles sold in the United States of America.

Further, the recall and service campaign information from some manufacturers (such as Toyota) applies solely to vehicles originally marketed or sold in the United States of America, its territories, and Mexico. Only open safety or emissions recalls and service campaigns where the remedy has not been completed will be made available through the Service. While each manufacturer provides data updates to CARFAX on a regular basis, some recalls and service campaigns may not have been reported to CARFAX and the Recall Data may not include recent activity. For the most current information on recall and service campaign activity for any vehicle, You must go to the website identified by the applicable manufacturer (for example, for Toyota, Scion, and Lexus brand vehicles, You should refer to <http://Toyota.com/recall>).

## 5. Restrictions on Access and Use

Except as otherwise expressly permitted herein, You shall not (i) use, or allow the use of, the Service or the Recall Data for any purpose (including, without limitation, for any commercial use or to perform analytics), other than the Permitted Use, or otherwise in contravention of this Agreement or any federal, state, local, foreign or other applicable laws, rules or regulations, (ii) sell or resell the Recall Data or information derived therefrom, in whole or in part, to any person or third party, (iii) share Your User Credentials or any Authorized User Credentials with any person or entity, (iv) permit use of Your User Account or the Recall Data, in whole or in part, by any person or entity, (v) cause, permit or authorize the decompilation, modification, disassembly or reverse engineering of the Service, or create derivative works thereof, (vi) sell, assign, rent, transfer, distribute, act as a service bureau, sublicense or otherwise grant rights in the Service or the Recall Data to any person or entity, (vii) recreate, compile or integrate the Recall Data with other data, (viii) engage in the practice of “screen scraping,” “database scraping” or any other practice or activity the purpose of which is to obtain lists of vehicles, portions of a database or other lists or information (including, without limitation, any Recall Data) in or from the Service, (ix) introduce into the Service any virus, spyware, ransomware, worms, Trojan horses, malware, logic bombs, software or other code or routine intended to disrupt, delete, damage or alter the Service, or (x) use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other user’s use and enjoyment of the Service. YOU MAY NOT MAKE USE OF ANY ROBOTS, WEBCRAWLERS, SPIDERS, OR SIMILAR DATA MINING, DATA GATHERING OR EXTRACTION TOOLS OR MANUAL PROCESSES TO COLLECT, GATHER, INDEX, PROCESS, COPY OR STORE ANY CONTENT OR INFORMATION (INCLUDING, WITHOUT LIMITATION, ANY RECALL DATA) FROM THE SERVICE. SYSTEMATIC RETRIEVAL OR USE OF THE SERVICE OR ANY RECALL DATA TO CREATE OR COMPILE, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, A COLLECTION, COMPILATION, DATABASE OR DIRECTORY IS STRICTLY PROHIBITED.

## 6. Term, Suspension, and Termination

This Agreement will remain in effect until Your User Account is terminated by either You or CARFAX. You may terminate Your User Account for any reason and at any time by sending an e-mail requesting to terminate Your User Account to [autorecallsearch@carfax.com](mailto:autorecallsearch@carfax.com). CARFAX reserves the right to monitor Your User Account and Your (including any Authorized User’s) access to and use of the Service and the Recall Data. You agree that CARFAX may, without prior notice or liability to You, immediately suspend or terminate Your User Account and Your (including any Authorized User’s) ability to use or access the Service or the Recall Data (in whole or in part) at any time with or without cause, including, without limitation,: (i) for any actual or suspected breaches of this Agreement or fraudulent or illegal activities by You or any of Your representatives (including any Authorized User), (ii) if You no longer meet any Eligibility Criteria, (iii) at the request of law enforcement or other government agencies, or (iv) in the event of any discontinuance of the Service (or any part thereof) or unexpected technical or security issues or problems related to the Service or Your User Account.

## 7. Changes to the Service

CARFAX reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service in whole or in part (including any Recall Data made available through the Service) with or without notice to You, including, without limitation, limiting the number of Permitted VINs that You can submit to the Service. You agree that the CARFAX Parties (as defined below) shall not be liable to You or to any third party for any modification or discontinuance of the Service.

## 8. Ownership Rights

As between You and CARFAX, CARFAX and the applicable motor vehicle manufacturers own all right, title and interest in and to the Service and the Recall Data, and any copyrights, trademarks, service marks, trade names, trade dress, patent rights, database rights and/or other intellectual property and/or proprietary rights therein (collectively, “**Intellectual Property**”). You shall not in any manner attempt to obtain any right, title, or interest, by registration, patent, copyright or otherwise in or to such Intellectual Property or any derivative thereof. You shall not take any action that jeopardizes, limits or interferes with CARFAX’s (or the applicable motor vehicle manufacturer’s) ownership of and/or right to use the Intellectual Property. Except as expressly authorized under this Agreement, You

shall not, nor shall You allow any third party (whether or not for Your benefit or otherwise) to, reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website or platform), or otherwise use, the Service, including, without limitation, any Recall Data available therefrom, without the express, prior written consent of CARFAX. All trademarks and service marks of the Alliance for Automotive Innovation (the “Alliance”) and CARFAX displayed in connection with the Service are subject to state, federal, and/or international trademark protection. Unless expressly authorized by the Alliance or CARFAX, You may not use any trademarks or service marks that You access through the Service with any product or service that is not provided by the Alliance or CARFAX, or in any manner that is likely to cause confusion among customers, or that might disparage or discredit the Alliance or CARFAX.

## **9. Disclaimers; Limited Liability**

You expressly agree that Your use of the Service and the Recall Data is at Your sole risk. The Alliance, CARFAX, and the motor vehicle manufacturers that make available the Recall Data to CARFAX, including each of their respective directors, officers, employees, affiliates, agents, contractors, data providers, and licensors (collectively, the “CARFAX Parties”) shall not be liable for any loss, liability, cost or damage arising either directly or indirectly from Your access to or use of (or inability to access or use) the Service and the Recall Data, including, but not limited to, any loss of use, system damage, impairment or interruption, personal injury or any other pecuniary or financial loss, whether in an action of contract, negligence, equity or other legal theory.

None of the CARFAX Parties warrant that the Service will be uninterrupted or that the Service will be error free; nor do they make any warranty as to the results that may be obtained from use of the Service or the Recall Data, or as to the accuracy or reliability of the Recall Data. You acknowledge that the Recall Data may contain errors and omissions. The CARFAX Parties do not guarantee the correctness or completeness of the Service and the Recall Data and none of the CARFAX Parties will be liable for any loss or injury caused, in whole or part, either by their negligence or circumstances beyond their control in procuring, compiling, collecting, interpreting or making available the Service, the Recall Data. You understand that the Service may not provide recall information that is available to other parties. You also understand there may be a period of time between receipt of certain Recall Data by CARFAX and its inclusion of such information into the Service. The Service is not intended to provide any conclusions regarding the condition of any vehicles and You should use independent research and Your own good judgment in making the best decisions about Your vehicles. You shall exercise Your own independent judgment in determining the applicability, accuracy, reliability and suitability of the Service for Your purposes. You recognize that CARFAX’s sole obligation in the case of erroneous data, when notified in writing by You of such erroneous data, is correction of the record in question.

THE SERVICE AND DATA ARE PROVIDED TO YOU “AS IS.” THE CARFAX PARTIES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES IN REGARD TO QUALITY, AVAILABILITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. ADDITIONALLY, THERE ARE NO WARRANTIES RELATING TO ANY OF THE VEHICLES ABOUT WHICH RECALL DATA IS MADE AVAILABLE THROUGH THE SERVICE.

IN NO EVENT WILL ANY OF THE CARFAX PARTIES BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE, OR SIMILAR ECONOMIC LOSS, ARISING OUT OF YOUR INABILITY TO USE THE SERVICE OR THE RECALL DATA; YOUR ACCESS OR USE OF THE SERVICE OR ANY RECALL DATA; ANY DEFECTS OR ERRORS OF ANY KIND IN THE SERVICE OR THE RECALL DATA, OR ANY HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR USER ACCOUNT OR ANY INFORMATION SUBMITTED BY YOU TO CARFAX OR THE SERVICE. IF APPLICABLE LAW IN YOUR STATE DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **10. Indemnification**

You agree, to the extent permitted by applicable law, to defend, indemnify, and hold harmless the CARFAX Parties from and against any and all claims, actions, demands, damages, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or in connection with any of the following: (i) Your use of the Service and/or any Recall Data, (ii) Your breach of this Agreement, (iii) Your violation or infringement of any third party's rights, (iv) any fraud You commit or Your intentional misconduct or gross negligence, (v) any actual, prospective or terminated sale or other transaction between You and a third party, (vi) Your breach of any applicable laws, or (vii) any action taken by CARFAX as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a breach of this Agreement has occurred. You agree that You shall not sue or recover any damages from the CARFAX Parties as a result of any decision by CARFAX to suspend or terminate Your access to the Service or the Recall Data, or to take any other action during the investigation of a suspected breach of this Agreement or as a result of CARFAX's conclusion that a breach of this Agreement has occurred. This waiver and indemnity provision applies to all breaches described in or contemplated by this Agreement.

## **11. Electronic and Telephonic Communications**

You understand and agree that this Agreement will be entered into electronically, and that the following information (“**Communications**”) will be provided by CARFAX to You by electronic means: this Agreement and any amendments, modifications or supplements to it and any initial, periodic or other disclosures or notices provided in connection with the Service or the Recall Data. In furtherance of the foregoing, You expressly consent to receive all Communications regarding Your User Account electronically and You agree that any requirement that a notice, disclosure, agreement, or other Communication be sent to You by Us in writing is satisfied by such electronic Communication. You also expressly consent and agree to be contacted by CARFAX or anyone acting on CARFAX's behalf at any telephone number You provide to Us or we obtain for You, including wireless telephone numbers. You agree to notify CARFAX promptly if a telephone number You provided to CARFAX is no longer a number at which You may be reached (such as in the event of number reassignment or if You want to revoke Your consent to be contacted by telephone). You agree to waive all claims against the CARFAX Parties involving the Telephone Consumer Protection Act of 1991.

You may request a paper copy of any legally required notice, withdraw Your consent to receive Communications electronically, or change Your e-mail for receipt of Communications, by sending Your request by e-mail to [autorecallsearch@carfax.com](mailto:autorecallsearch@carfax.com).

## **12. Support**

For assistance with technical issues and other questions related to the Service, please refer to and/or contact CARFAX by e-mail to [autorecallsearch@carfax.com](mailto:autorecallsearch@carfax.com).

## **13. Right to Use Information**

You acknowledge and agree that CARFAX may share with third parties or use for any purpose, as CARFAX deems fit, any information provided by You in connection with this Agreement. For more information on what information is collected in connection with Your use of the Service and how this information is used and protected by CARFAX, please read our [Privacy Statement](#), which is incorporated into this Agreement by reference.

## **14. No Assignment or Resale**

You may not resell, assign or transfer any of Your rights hereunder, and any attempt to resell, assign or transfer such rights is void without CARFAX's express written consent.

## **15. Force Majeure**

Without limiting any other provision in this Agreement, the CARFAX Parties will not have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion,

embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of the CARFAX Parties affecting production or delivery hereunder in any manner.

## 16. Compliance with Laws

You shall comply with all applicable federal, state and local laws, rules and regulations with respect to Your performance under this Agreement.

## 17. Dispute Resolution; Class Action Waiver; Governing Law; Jurisdiction and Venue

a. **MANDATORY BINDING INDIVIDUAL ARBITRATION INSTEAD OF COURT; CLASS ACTION WAIVER.** With respect to any claim, controversy, dispute, action, cause of action, issue, or request for relief arising out of or relating in any way to the Service or any Recall Data, or from any advertising for the Service, including any question regarding the existence, validity, or termination of this Agreement, as well as any issue regarding the interpretation of this Section 17 (a “**Dispute**”), You and CARFAX agree as follows:

i. You and CARFAX both agree that any Dispute will be resolved by binding arbitration, rather than in court, except that You may assert claims in small claims court if the claims qualify and CARFAX may pursue a collection action against You in court. You and CARFAX agree to give up any right to litigate a Dispute in a court or before a jury or to participate in a class action or representative action with respect to a Dispute. This also includes any claims that arose before You accepted any agreement or this Agreement, regardless of whether prior versions of this Agreement required arbitration. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) and federal arbitration law apply to this Section 17(a). You agree that You will not, under any circumstances, bring or attempt to bring any claim or other action arising out of a Dispute against any other CARFAX Party.

ii. **You and CARFAX agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, representative, consolidated or mass action.** You shall not join or consolidate claims or arbitrate or otherwise participate in any claim as a class representative, class member or in a private attorney general capacity. If this provision is found to be unenforceable, then the entirety of this Section 17(a) shall be null and void.

iii. If You have a Dispute and elect to seek arbitration or file in small claims court, You must first send to CARFAX, by certified mail, a written notice of the Dispute that (a) describes the nature and basis of the Dispute; (b) sets forth the specific relief sought and (c) includes a physical address and email address where You may be reached (“**Notice**”). The Notice must be addressed to: General Counsel, CARFAX, Inc., 5860 Trinity Parkway, Suite 600, Centreville, VA 20120 (“**Notice Address**”). If CARFAX and You do not reach an agreement to resolve the Dispute within 60 days after the Notice is received, You or CARFAX may commence an arbitration proceeding or file in small claims court.

iv. The arbitration will be governed by the AAA’s then current Commercial Arbitration Rules, as modified by this Agreement, and will be administered by the AAA. In the event of any conflict between this Agreement and the AAA Commercial Arbitration Rules, the terms of this Agreement will apply. If the value of the claims is less than or equal to \$50,000, the Dispute will be heard by a sole arbitrator, appointed in accordance with the AAA Commercial Arbitration Rules. If the value of the claims is greater than \$50,000, the Dispute will be heard by a panel of three arbitrators, with each party appointing an arbitrator and the party-appointed arbitrators selecting a third arbitrator to serve as the chairperson. Any hearing shall take place in Washington, D.C.

v. The arbitrator(s) shall apply the law specified in Section 17(b) of this Agreement. The arbitrator(s) can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief), and must follow the terms of this Agreement as a court would. Except for any relief required by statute, the arbitrator(s) may not award relief in excess of or contrary to what this Agreement provides or order consolidation or arbitration on a class wide or representative basis.

vi. Any arbitration will be confidential. Neither You, CARFAX, the AAA nor the arbitrator(s) may disclose the existence, content (including any oral or written submissions) or results of any arbitration, except as may be required by law or for purposes of enforcing or challenging the arbitration award.

vii. Judgment on any arbitration award may be entered in any court having proper jurisdiction. You and CARFAX agree that arbitration is final and binding and subject to only very limited review by a court. You and CARFAX waive the right to any form of appeal, review or recourse to any court or other judicial authority.

b. **Governing Law.** By registering for or creating a User Account and/or accessing or using the Service and/or the Recall Data, You agrees that the Federal Arbitration Act, applicable federal law, and laws of the Commonwealth of Virginia, without regard to its conflict of laws rules, including, but not limited to, the Uniform Computer Information Transactions Act (“UCITA”), will govern the Agreement, as well as any Dispute that might arise between You and CARFAX.

c. **Jurisdiction and Venue.** If for any reason a Dispute proceeds in court rather than in arbitration or small claims court, each party waives any right to a jury trial and agrees that any such proceeding shall be conducted only on an individual basis and not in a class, representative, consolidated or mass action. Under such circumstances, except for a collection action by CARFAX, You and CARFAX agree that the jurisdiction and venue shall be vested exclusively in the state courts in Fairfax County, Virginia, or the U.S. District Court for the Eastern District of Virginia, Alexandria Division. If any part of this Section 17(c) is found to be unenforceable, the remainder of Section 17 and this Section 17(c) shall still be given full force and effect.

## **18. Effect of Termination**

If this Agreement is terminated for any reason: (a) the license and any other rights granted under this Agreement will end and You will no longer be able to access or use the Service, (b) CARFAX may (but has no obligation to) delete Your information and User Account data stored on CARFAX’s servers, (c) CARFAX will not be liable to You or any third party for compensation, reimbursement, or damages for any termination of the Service, or for deletion of Your information or User Account data, and (d) the following sections of this Agreement survive and remain in effect in accordance with their terms upon termination: 8 (Ownership Rights), 9 (Disclaimers; Limited Liability), 10 (Indemnification), 13 (Right to Use Information), 17 (Governing Law; Jurisdiction and Venue), and 18 (Effect of Termination).

## **19. Entire Agreement; Waiver and Severability**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. No waiver by CARFAX of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of CARFAX to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

May 30, 2023