## Terms and Conditions of Use Bridge ID

IMPORTANT - READ CAREFULLY: These Terms and Conditions of Use for Bridge ID (these "Terms of Use") modify, supplement and amend the Master Terms and Conditions and the Additional Product Terms between Cox Automotive, Inc. ("Cox," "We," "Our," "Us") and You, and agreed to by You (collectively, the "Master Terms"). "You" or "Your" means the company or other legal entity which is Our customer and for which you are accepting these Terms of Use, including its affiliates if and as provided in the Master Terms. The Master Subscription Terms and the Additional Product Terms are located at <a href="https://www.coxautoinc.com/terms/">https://www.coxautoinc.com/terms/</a>

IN ORDER TO USE THE BRIDGE ID PLATFORM PROVIDED BY US ("BRIDGE ID"), YOU MUST FIRST AGREE TO THESE TERMS OF USE BY CLICKING "I AGREE" BELOW. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, DO NOT ACCESS, OR IN ANY WAY USE, BRIDGE ID AND IMMEDIATELY EXIT FROM THIS SCREEN. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, YOUR USE OF BRIDGE ID AND THE COX PRODUCTS IS STRICTLY PROHIBITED.

In the event of any inconsistency between these Terms of Use and the Master Terms, these Terms of Use shall govern and control. In all other respects, the Master Terms are and shall remain in full force and effect. Unless expressly indicated to the contrary herein below, the defined terms used in these Terms of Use shall have the meanings ascribed to them in the Master Terms.

You may not use Bridge ID and the Cox Product(s) and may not accept these Terms of Use if (a) You are not of legal age to form a binding contract with Us, (b) You are not authorized to bind the company to which Cox Product(s) are being provided, or (c) You are not an Authorized User under the Master Terms.

Before You continue, You should PRINT or SAVE a local copy of these Terms of Use for your records.

**Description of Service.** Bridge ID may contain research, resources and other content (collectively, the "Content"), for individuals working in the automotive or related industries, as well as opportunities for such individuals to connect with each other, with Cox Automotive and its affiliates.

The Content is for your general informational purposes only. The Content may include errors or omissions, and it may include material collected from and provided by third parties that we have not verified or reviewed. We make no guarantees regarding the accuracy or reliability of any of the Content, and you should not rely on it without independent verification. We reserve the right at any time to modify, update, suspend or discontinue all or part of Bridge ID and/or the Content, including your account(s) and any content that you create, with or without notice to you. You agree that Cox will not be liable to you or to any third party for any such modification, suspension or discontinuation.

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We may terminate your access to Bridge ID if you appear to have infringed the intellectual property rights of us or others, and/or we may remove material that has prompted a complaint of infringement or appears to us to be infringing. If you believe that your intellectual property rights have been infringed by content posted or distributed via the website, please notify us by sending an email to emailnotices@coxautoinc.com or by sending a notice by U.S. Mail to: Cox Automotive, Inc., 6205 Peachtree Dunwoody Rd., Atlanta, Georgia 30328, Attn: Legal Department.

You further agree that you will not attempt or do any of the following:

- 1. interfere with or disrupt Bridge ID, Cox Automotive or our computer systems, servers or networks;
- 2. attempt to gain unauthorized access to any part of Bridge ID, to accounts that belong to other users, or to computer systems or networks connected to Bridge ID;
- 3. engage in any systematic extraction of data or data fields, including, without limitation, email addresses, by use of any automated mechanism, such web robots, crawlers, or spiders (except in strict conformance with the Robots Exclusion Protocol) or otherwise;
- 4. collect information about others without their consent;
- 5. interfere with the use of Bridge ID by any other individual or party;
- 6. impersonate any person, or otherwise attempt to mislead others about your identity, or post material under secondary user names or other aliases; or
- 7. share any user name and/or password you have on Bridge ID with any other person.

Without limiting any of Cox Automotive 's other rights or remedies, a violation of any of the above may result in the removal of any content you have transmitted or posted, revocation of any accounts you have on Bridge ID, and a ban from creating new accounts on Bridge ID.

Survey Responses, Feedback and Other Communications with Us. By submitting ideas, survey responses, feedback, suggestions, comments, documents and/or proposals to Cox (either directly or through our third-party service providers) through surveys, the "contact us" form, email or other communications, You acknowledge and agree that such communications: (a) do not contain confidential or proprietary information; and (b) automatically become the property of Cox without any obligation of Cox to you. You agree that Cox shall be entitled to use, copy, modify, disclose (or choose not to use or disclose), delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute the content of any of your communications with us for any purpose, in any way, in any media worldwide, and that you are not entitled to any compensation or reimbursement of any kind under any circumstances with respect to your communications with us.

Your Account(s) and Registration(s). When establishing Credentials for use of Bridge ID, You agree to provide accurate, current and complete information about yourself and, if applicable, your company, and to update that information if it changes. Failure to provide accurate and timely information may result in your account being closed and/or your access to Bridge ID provided through your account being suspended or discontinued.

Your right to use Bridge ID is personal to you and you may not sublicense, transfer, sell or assign this agreement to any third party without our approval. Any attempt to do so will be void. You agree that you are responsible for all use of your account Credentials (under any name or password), and you agree that Cox can assume that any communication from your account using your account name and password came from you.

As part of the process of creating an account, you will choose a password. It is your responsibility to keep this password confidential. If you find out that your password or account is being used by someone else, or you discover any other breach of security, you agree to notify our Customer Service Team immediately <a href="here">here</a>.

Cox reserves the right to disclose any information we collect through user accounts and registrations in accordance with our <u>Privacy Statement</u>.

**Termination**. You agree that we may, in accordance with the Master Terms, under some circumstances and without prior notice to you, terminate your use of and access to all or some of Bridge ID. Some of the reasons for such termination may include, but may not be limited to, (a) a breach or violation or suspected breach or violation of these Terms or the Agreement, (b) a request by law enforcement or another government agency, (c) our decision to discontinue or change all or part of Bridge ID, (d) technical or security issues, or (e) fraudulent or illegal activities. All terminations will be made in our sole discretion and you agree that we will not be liable for any termination of your use of or access to Bridge ID.

## **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF BRIDGE ID AND THE COX PRODUCT(S) IS AT YOUR SOLE RISK. COX PROVIDES THESE PRODUCTS TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. COX AND ITS OWNERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED,

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY.

**INDEMNITY AND RELEASE**. When you use Bridge ID, you are agreeing to indemnify Cox, its owners, shareholders, subsidiaries, affiliates, officers, employees, partners and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from or related in any way to your use of the Bridge ID, including any content you provide, or any breach of these Terms of Use.

**Governing Law; Jurisdiction**. These Terms of Use have been made in, and will be construed in accordance with the laws of, the State of Georgia, without regard to its choice of laws rules. By using Bridge ID, you consent to the exclusive jurisdiction and venue of the state and federal courts in Fulton County, Georgia in all disputes arising out of or relating to these Terms of Use or the use of Bridge ID.

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