

DEALERTRACK ACCELERATED TITLE

ADDITIONAL TERMS AND CONDITIONS

Product Description: Dealertrack's Accelerated Title is a Cox Product that streamlines the process by which dealers receive titles for trade-in vehicles.

Additional Terms and Conditions:

1. Definitions.

- (a) ***“Quoted Amount”*** means the pay-off quote (including applicable per-diems) for a given vehicle presented to Customer through Dealertrack's credit application portal when Customer conducts a Transaction, based on information received by Dealertrack from the applicable financing source and the date on which the Transaction was initiated.
- (b) ***“Transaction”*** means a payoff transaction on a given trade-in vehicle initiated by Customer through the Accelerated Title.

2. Customer Obligations.

- (a) Customer may only cancel a Transaction prior to the cutoff time, as established by Dealertrack and communicated to Customer from time to time, in which case Dealertrack will not deduct the funds.
- (b) If, prior to releasing the applicable title, Dealertrack discovers that the Quoted Amount for a Transaction is not sufficient to fulfill the Transaction, in accordance with the applicable financing source's parameters, Dealertrack may cancel the Transaction and Customer hereby authorizes Dealertrack or its designee to credit Customer's account for the Quoted Amount.
- (c) Customer and the applicable financing sources, and not Dealertrack, are responsible for working together to resolve any Transactions that are “unwound” for any reason after the completion of the Transaction via Accelerated Title.
- (d) Subject to its receipt of a refund of the amount paid by Customer for the applicable Transaction, Customer will return any title it receives in error pursuant to Accelerated Title.

3. Suspension or Termination. Dealertrack may suspend or terminate Customer's Subscription to Accelerated Title at any time as a result of the occurrence of Transactions being returned due to insufficient funds, closed account, or any activity that Dealertrack deems, in its reasonable discretion, to be detrimental to the operation of Dealertrack Accelerated Title and/or its users.