



## DEALERTRACK ASSISTED REMOTE SIGNING

### ADDITIONAL TERMS AND CONDITIONS

These Dealertrack Assisted Remote Signing Additional Terms and Conditions supplement the Cox Automotive Master Subscription Terms (the “Master Subscription Terms”), which are located at:

<https://www.coxautoinc.com/wp-content/uploads/sites/3/Cox-Master-Subscription-Terms.pdf>

**Product Description:** Dealertrack’s Assisted Remote Signing is a Cox Product that provides Customer and its Authorized Users with the capability to, with respect to Forms selected, accessed, processed, and completed using the Cox Product known as DMS, allow Customer’s customers to utilize such customers’ computer equipment and devices, while such customers are not physically at the dealership, to access the Cox product known as Digital Contracting via the Internet to review and either electronically affix signatures to the Forms or print the Forms for ink signing.

#### Additional Terms and Conditions:

##### 1. Definitions.

- (a) **“Forms”** means those forms available on Dealertrack’s DMS portal, including and not limited to motor vehicle retail installment and lease contracts, dealer process forms, title and registration forms, and vendor forms.
- (b) **“Lender”** means a financing source.
- (c) **“State Agency”** means a state motor vehicle administration or other state or governmental department or agency which accepts and processes title and registration forms for motor vehicles.

**“System Rules” means the System Rules for Digital Contracting and Vaulting Services** for Three Party Contracts and Two Party Contracts located at: <https://www.coxautoinc.com/terms/wp-content/uploads/sites/3/Dealertrack-Digital-Contracting-System-Rules-A-and-B.pdf>

##### 2. Representations and Warranties. Customer represents and warrants to Dealertrack that:

- (a) There has not been any unauthorized access to Customer’s system so as to affect the genuineness or validity of any Form submitted through Assisted Remote Signing;
- (b) Prior to each customer signing a Form, Customer will review with its customer(s) on Assisted Remote Signing an exact copy of the Form to be executed, or if requested by customer, Customer will instruct the customer how to use the customer’s devices and equipment to print a legible paper copy, and if required by applicable law, Customer will timely provide the customer(s) that signed the Form with an exact copy of the fully-executed Form; and in those jurisdictions that require the Form to be duplexed or otherwise physically structured or formatted, or that require printing on particular color paper or otherwise require the use of specific colors instead of black for all or part of the text of the Form, Customer is solely responsible for ensuring compliance with all such requirements;
- (c) Customer will promptly disclose to its customers, before each instance where the customer is directed to apply an electronic signature, that affixing an electronic signature legally binds the customer the Form as a whole or to specific terms and provisions of the Form or other document, as the context may be;

- (d) Customer will not modify any Form other than to provide information in the fields designed to be customized;
- (e) Customer will comply with all federal and state requirements and guidelines, and all mandates and instructions of State Agencies, regarding the use of remote signing for the review and execution of the Forms;
- (f) Customer will abide by the System Rules and will abide by any Lender-dealer agreements regarding digital contracting policies and all specific Lender agreements and requirements, including but not limited to remote signing, off-site delivery policies, identity verification / know your customer requirements;
- (g) Customer will comply with all federal and state guidelines, and all specific Lender agreements, regarding the sale and delivery vehicles, and will not cause the sale or delivery of a vehicle across state lines; and
- (h) If the executed Forms include a retail installment contract or lease, Customer will deliver the vehicle to its customer at the customer's designated delivery location within the state in which the Forms were executed and the sale was made, such delivery to be made on the same calendar day that the Forms are executed by the customer using Assisted Remote Signing, and will cause its delivery agent to: (1) confirm the identity of the vehicle recipient as that of the customer by requiring the presentation of a government-issued photo ID, (2) provide the customer with a paper print out of the fully executed Forms which meet the requirements of paragraph 2(b) above, (3) have the customer sign the Delivery Receipt where indicated and (4) sign the Delivery Receipt where indicated.

Customer acknowledges and agrees that each Lender to whom a Form is submitted after execution using Assisted Remote Signing is an intended third party beneficiary to Sections 2(b), 2(c), 2(e), 2(f) and 2(g) hereof;

- 3. Lender and State Agency Discretion. Customer acknowledges and agrees that each Lender may, in its sole discretion (a) refuse to accept or purchase any Form executed using Assisted Remote Signing and/or (b) require that Customer repurchase any Form that violates Customer's agreement with the Lender. Customer further acknowledges that State Agencies or state laws may prohibit the execution of Forms using remote signing such as Assisted Remote Signing and/or may impose additional requirements with respect to Forms executed in this manner. Customer shall be solely responsible to ensure full compliance with all applicable state laws, regulations and guidance, and Customer acknowledges that Customer may be required by State Agencies to cancel the Form and cause a replacement Form to be executed on paper and/or in the dealership.
- 4. Disclaimers.
  - (a) DEALERTRACK, ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY REGARDING: (I) THE ENFORCEABILITY OR VERIFICATION OF ANY SIGNATURE SUBMITTED THROUGH OR OBTAINED THROUGH USE OF DEALERTRACK ASSISTED REMOTE SIGNING; AND (II) THE DELIVERY TO A LENDER OR A STATE AGENCY OF ANY FORM OR INFORMATION EXECUTED THROUGH USE OF DEALERTRACK ASSISTED REMOTE SIGNING.
  - (b) WHILE CUSTOMER, STATE AGENCY AND/OR LENDER FORMS MADE AVAILABLE THROUGH DEALERTRACK'S DMS HAVE BEEN DRAFTED BY A THIRD PARTY AND HAVE BEEN APPROVED BY THE APPLICABLE LENDER OR STATE AGENCY INDICATED AS ACCEPTABLE FOR USE, ANY SUCH LENDER HAS THE RIGHT TO APPROVE FORMS FOR ACCEPTANCE OR PURCHASE ON A CASE-BY-CASE BASIS AND ANY SUCH STATE AGENCY HAS THE RIGHT TO REJECT ANY FORM FOR

REGISTRATION OR TITLE PROCESSING ON A CASE-BY-CASE BASIS. DEALERTRACK IS NOT RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LAW IN ANY MANNER INCLUDING BY CUSTOMER WITH ANY PRESENTATION REQUIREMENTS FOR FORMS WHEN CUSTOMER ELECTS TO UTILIZE ASSISTED REMOTE SIGNING, INCLUDING ANY JURISDICTIONAL REQUIREMENTS THAT FORMS BE MADE AVAILABLE FOR REVIEW PRIOR TO EXECUTION IN DUPLEXED FORM OR OTHERWISE PHYSICALLY STRUCTURED OR FORMATTED, PRINTED ON COLORED PAPER, OR PRINTED USING PARTICULAR TEXT COLORS OTHER THAN BLACK.

- (c) WHILE DEALERTRACK'S DMS AND ASSISTED REMOTE SIGNING ALLOWS CUSTOMERS TO ACCESS AND COMPLETE FORMS AS NECESSARY TO ENTER INTO TRANSACTIONS WITH THEIR CUSTOMERS, DEALERTRACK IS NOT A PARTY TO ANY SUCH TRANSACTIONS. DEALERTRACK HAS NO CONTROL OVER THE QUALITY, SAFETY, OWNERSHIP, VALUE OR LEGALITY OF THE VEHICLES ADVERTISED, THE TRUTH OR ACCURACY OF ANY LISTINGS, THE ABILITY OR WILLINGNESS OF LENDERS TO ENTER INTO OR PERFORM FORMS, THE ABILITY OR WILLINGNESS OF STATE AGENCIES TO ACCEPT FOR PROCESSING ANY FORM AND ISSUE A REGISTRATION OR TITLE BASED ON SUCH FORM, OR THE ABILITY OF CUSTOMERS OR BUYERS OR LENDERS TO ENTER INTO FORMS AND/OR BUY, SELL OR LEASE VEHICLES. DEALERTRACK CANNOT ENSURE THAT ANY PARTY WILL ACTUALLY COMPLETE A TRANSACTION.