



DEALERTRACK DIGITAL CONTRACTING

ADDITIONAL TERMS AND CONDITIONS

These *Dealertrack Digital Contracting 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 Digital Contracting is a Cox Product that provides Customer and its Authorized Users with the capability to: (a) access, process and complete on-line, via Dealertrack’s credit application portal, certain Contracts and form ancillary documents, (b) send them to participating Lenders for verification (not applicable with Digital Contracting Choice, hereinafter “DCC”), and (c) depending on the applicable Lender, either (i) electronically affix signatures to the Contracts and electronically transmit control of the signed “authoritative copy” of such electronically executed Contract to the applicable Lender along with electronically-generated or imported ancillary docs, or (ii) print the final Contract and ancillary documents for “wet ink” signature (not applicable with DCC).

Additional Terms and Conditions:

1. **Definitions.** Capitalized terms used herein without definition have the meanings assigned thereto in the Master Subscription Terms.
 - (a) “**Contracts**” means certain form motor vehicle retail installment and lease contracts available on Dealertrack’s credit application portal.
 - (b) “**Lender**” means a financing source.
 - (c) “**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/wp-content/uploads/sites/3/Dealertrack-Digital-Contracting-System-Rules-A-and-B.pdf>.
 - (d) “**Digital Contracting Choice**” or “**DCC**” means functionality of Digital Contracting that provides Customer with an additional workflow to electronically transmit Contracts to an applicable Lender.
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 Contract submitted through Dealertrack’s credit application portal;
 - (b) Customer will provide its customer(s) prior to signing a mobile device or display for Customer to review, an exact copy of the fully-executed contract, or if requested by customer, a legible paper copy, and if required by applicable Law, Customer will timely provide the customer(s) that signed the Contract with an exact copy of the fully-executed Contract; and in Michigan and California, Customer will provide its customer(s) paper copies of the Contract (both the review copy and execution copy) printed on a color printer or color duplex printer so that those contract disclosures which are displayed in red in the electronic version of the Contract are printed in red;
 - (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 Contract as a whole or to specific terms and provisions of the Contract or other document, as the context may be;

- (d) Customer will not modify any Contract other than to provide information in the fields designed to be customized;
- (e) Customer will abide by the System Rules; and
- (f) When Control (as defined in the System Rules) of a Contract submitted by Customer through Dealertrack's credit application portal is transferred to a Lender in accordance with the System Rules, it is Customer's intention that such transfer of Control constitutes a valid assignment of the Contract under the terms of the agreement between Customer and such Lender.

Customer acknowledges and agrees that each Lender to whom a Contract is submitted through Dealertrack's credit application portal is an intended third party beneficiary to Sections 2(b), 2(c) and 2(f) hereof;

- 3. Lender Discretion. Customer acknowledges and agrees that each Lender may, in its sole discretion (a) refuse to purchase any Contract submitted through Dealertrack's credit application portal and/or (b) require that Customer repurchase any Contract that violates Customer's agreement with the Lender.
- 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 DEALERTRACK DIGITAL CONTRACTING; AND (II) THE DELIVERY TO A LENDER OF ANY CONTRACT OR INFORMATION SUBMITTED TO OR THROUGH DEALERTRACK DIGITAL CONTRACTING.
 - (b) WHILE CUSTOMER AND/OR LENDER CONTRACTS MADE AVAILABLE THROUGH DEALERTRACK'S CREDIT APPLICATION PORTAL HAVE BEEN DRAFTED BY A THIRD PARTY AND HAVE BEEN APPROVED BY THE APPLICABLE LENDER INDICATED AS ACCEPTABLE FOR USE, ANY SUCH LENDER HAS THE RIGHT TO APPROVE CONTRACTS FOR PURCHASE ON A CASE-BY-CASE BASIS.
 - (c) WHILE DEALERTRACK'S CREDIT APPLICATION PORTAL ALLOWS CUSTOMERS AND LENDERS TO ACCESS, COMPLETE AND TRANSMIT CONTRACTS AND OTHER DOCUMENTS TO ONE ANOTHER AS NECESSARY TO ENTER INTO TRANSACTIONS WITH EACH OTHER (OR EACH OTHERS' 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 CONTRACTS OR THE ABILITY OF CUSTOMERS OR BUYERS OR LENDERS TO ENTER INTO CONTRACTS AND/OR BUY, SELL OR LEASE VEHICLES. DEALERTRACK CANNOT ENSURE THAT ANY PARTY WILL ACTUALLY COMPLETE A TRANSACTION.