

## DEALERTRACK REMOTE SIGNING

### ADDITIONAL TERMS AND CONDITIONS

These Dealertrack 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: Remote Signing is a Cox Product of the Cox Affiliate Dealertrack, Inc. (“Dealertrack”). Remote Signing provides Customer and its Authorized Users with the capability to, with respect to Contracts and form ancillary documents accessed, processed, completed and Lender-verified using the Cox Product known as Digital Contracting, allow Customer’s customers to access Digital Contracting via the Internet by email invitation to review and electronically affix signatures to Contracts using the computer equipment and devices of the Customer or the Customer’s customer.

#### Additional Terms and Conditions:

1. Definitions.
  - (a) **“Contracts”** means certain form motor vehicle retail installment and lease contracts available on Digital Contracting.
  - (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/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 Contract submitted through Digital Contracting;
  - (b) Prior to each customer signing a Contract, Customer will send its customer(s) via email a link to access, download and review the Contract to be executed on such customer’s device, prior to conducting the signing session on Remote Signing, and if required by applicable Laws, Customer will cause Remote Signing to timely provide the customer(s) that signed the Contract with link to access and download a complete, non-authoritative copy of the fully-executed Contract; and in those jurisdictions that require the Contract 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 Contract, Customer is solely responsible for ensuring compliance with all such requirements;
  - (c) Customer acknowledges that its customers may utilize Remote Signing with a mobile device such as a cellphone, tablet or laptop (a “Mobile Device”), and Customer assumes full and sole responsibility for the proper implementation of Remote Signing, including determining whether use of Remote Signing with a Mobile Device is appropriate for any particular Contract and will result in a fully executed Contract that is enforceable and compliant with all applicable federal and state laws and

regulations and all State Agency and Lender requirements. This includes, without limitation, all requirements related to color of paper or typeface, font sizes, and formatting;

- (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 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;
- (f) Customer will comply with all federal and state Laws and guidelines, and all specific Lender agreements, regarding the sale and delivery of vehicles, and Customer is solely responsible to ensure compliance with all requirements of such guidelines and agreements regarding the sale or delivery of a vehicle within the state or across state lines; and
- (g) Customer will deliver the vehicle to its customer at a location (1) authorized under applicable law, including without limitation the law governing Customer's business and operations, and the terms of the applicable Contract and (2) that will not invalidate, or render ineffective or insufficient, any of the terms of the applicable Contract. Customer 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) have the customer sign the Delivery Receipt where indicated and (3) sign the Delivery Receipt where indicated.

Customer acknowledges and agrees that each Lender to whom a Contract is submitted through Digital Contracting is an intended third party beneficiary to Sections 2(b), 2(c), 2(e), 2(f), 2(g), and 2(h) hereof.

3. Lender Discretion. Customer acknowledges and agrees that each Lender may, in its sole discretion (a) refuse to purchase any Contract executed using Remote Signing 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 REMOTE SIGNING; (II) THE ENFORCEABILITY OR VALIDITY OF ANY CONTRACT OR FORM EXECUTED ON REMOTE SIGNING; INCLUDING CONTRACTS OR FORMS EXECUTED THROUGH THE USE OF A MOBILE DEVICE; AND (III) THE DELIVERY TO A LENDER OF ANY CONTRACT OR INFORMATION EXECUTED USING REMOTE SIGNING. CUSTOMER IS SOLELY RESPONSIBLE TO VERIFY THAT THE PERSON SIGNING THE CONTRACT IS THE CUSTOMER'S CUSTOMER NAMED ON THE CONTRACT AND IS THE RECIPIENT OF DELIVERY OF THE VEHICLE.
- (b) WHILE CUSTOMER AND/OR LENDER CONTRACTS MADE AVAILABLE THROUGH DIGITAL CONTRACTING 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. DEALERTRACK IS NOT RESPONSIBLE FOR COMPLIANCE BY CUSTOMER WITH APPLICABLE LAWS INCLUDING COMPLIANCE WITH ANY

PRESENTATION REQUIREMENTS FOR CONTRACTS WHEN CUSTOMER ELECTS TO UTILIZE REMOTE SIGNING, INCLUDING ANY JURISDICTIONAL REQUIREMENTS THAT CONTRACTS 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 DIGITAL CONTRACTING AND REMOTE SIGNING 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.