



Kelley Blue BookSM Instant Cash Offer

KELLEY BLUE BOOK INSTANT CASH OFFER PROGRAM

ADDITIONAL TERMS AND CONDITIONS

These *Kelley Blue Book Instant Cash Offer Program 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 Descriptions: The Kelley Blue Book Instant Cash Offer Program (“**ICO Program**”) is a Cox Product that provides actual offers to purchase vehicles from consumers for redemption at ICO Program participating dealers.

Additional Terms and Conditions:

1. **Definitions.** Capitalized terms used herein without definition have the meanings assigned thereto in the Master Subscription Terms.
 - (a) “**Adjusted Offer**” means an Offer that is adjusted by the Purchase Designee as set forth in Section 4(b).
 - (b) “**Admin Tool**” means the Customer-facing administrative website located at a link provided by Cox to validate and modify Offers as set forth in these Additional Terms and to update the status of Offers presented to Prospects.
 - (c) “**Advertising Requirements**” means the Kelley Blue Book Instant Cash Offer Advertising Requirements providing advertising and trademark usage requirements, which can be found at <https://www.coxautoinc.com/wp-content/uploads/sites/3/Kelley-Blue-Book-INSTANT-CASH-OFFER-ADVERTISING-REQUIREMENTS.pdf>, as may be amended from time to time, with notice to Customer.
 - (d) “**Appraisal Tool**” means Cox proprietary vehicle appraisal tool, which Customer may provide access to Prospects at Authorized Customer Locations and/or which Customer may integrate into Customer’s website at Customer’s option.
 - (e) “**Customer Vehicle**” means: (i) a Prospect Vehicle purchased by Customer through the ICO Program, or (ii) any vehicle owned by Customer that has been serviced and made ready for sale by Customer and that has not, within the prior forty-five (45) days, been sold, purchased, run or otherwise offered at an auction (physical or online) or other wholesale remarketing sales channel.
 - (f) “**Customer Website(s)**” means any website specified on the Order Form that Customer owns, manages, controls, or licenses in connection with the ICO Program.
 - (g) “**Force Majeure Determination**” means a determination reasonably made by Cox that a force majeure event (as described in Section 12.6 of the Master Subscription Terms) or other event materially adversely affecting the used vehicle market or used vehicle values generally in an area where Customer or a Prospect is located (or in the United States generally) has occurred and is continuing.



Kelley Blue BookSM Instant Cash Offer

- (h) ***“ICO Experience”*** means the websites selected by Cox, including, without limitation, desktop and mobile websites and applications, through which Cox operates the ICO Program.
- (i) ***“Kelley Blue Book Value”*** means a single price or value, or a range of prices or values, for vehicles, provided by Kelley Blue Book for a specific geographic zone (e.g., zip code).
- (j) ***“Kelley Marks”*** means any name, logo, trademark or service mark of Kelley Blue Book, including but not limited to “Kelley Blue Book,” “Blue Book,” “KBB.com,” “Price Advisor,” any variations or misspellings thereof, the Price Advisor logo, and the Kelley Blue Book logo.
- (k) ***“Liens”*** means any financing, lease or other liens or encumbrances on the Prospect Vehicle.
- (l) ***“Modified Offer”*** means an Offer which is modified by Customer in the event that an inspection reveals that the Offer does not accurately state the make, model, year, condition or other criteria of the Prospect Vehicle.
- (m) ***“Offer”*** means an offer generated by the Appraisal Tool designating the purchase price to be paid by the Customer for the Prospect Vehicle, based on a questionnaire completed by a Prospect specifying the Prospect Vehicle’s make, model, year, condition and other criteria.
- (n) ***“Offer Redemption Period”*** means, with respect to any Offer, seven (7) calendar days from the date such Offer was generated, provided, that where the seventh day falls on a Sunday, the Offer Redemption Period shall be extended through Monday.
- (o) ***“Prospect”*** means an individual who desires to sell his or her used vehicle.
- (p) ***“Prospect Information”*** means any information about Prospects, Prospect Vehicles and their desired vehicles.
- (q) ***“Purchase Designee”*** means any remarketing company or other intermediary designated by Cox (including any of its Affiliates), in its sole discretion, to facilitate purchases of, and take title to, any Customer Vehicles that are purchased from a Customer.
- (r) ***“Purchase Option Exercise Period”*** means, with respect to any Customer Vehicle, seven (7) calendar days from the date the Valid Offer was redeemed (or an Offer was generated by Customer in the Admin Tool, as applicable) for a consumer with respect to such vehicle, provided, that where the seventh day falls on a Sunday, the Purchase Option Exercise Period shall be extended through Monday.
- (s) ***“Retention Period”*** means the Subscription Term and for a period of at least two (2) years thereafter, or such longer period as may be required by Law.
- (t) ***“Redeem”*** means to purchase the Prospect Vehicle for the full amount of the Valid Offer by paying off and satisfying all applicable Liens as set forth in Section 2(d) and either (i) paying to the Prospect the amount of the Prospect Equity by cash or check on the date that



Kelley Blue BookSM Instant Cash Offer

the Offer and Prospect Vehicle are brought to Customer, or (ii) applying the amount of the Prospect Equity toward the purchase of another vehicle.

- (u) **“Valid Offer”** means an Offer that is presented to the Customer by a Prospect within the Offer Redemption Period, and (i) the make, model, year, condition and other criteria of the Prospect Vehicle presented by the Prospect is consistent with the information used to generate the Offer, or (ii) the Offer is a Modified Offer.
- (v) **“Prospect Vehicle”** means a used vehicle which a Prospect desires to sell.

2. ICO Program Requirements.

- (a) Offer Redemption. Customer will Redeem all Valid Offers upon presentation of the Offer and the corresponding Prospect Vehicle if presented by the Prospect within the Offer Redemption Period.
- (b) Vehicle Inspection. Prior to purchasing any Prospect Vehicle, Customer will log the Offer into the Admin Tool and inspect the Prospect Vehicle in accordance with the inspection checklist available through the Admin Tool and any other criteria provided by Cox or the Purchase Designee, to verify that the Prospect Vehicle was accurately described by the Prospect. In validating the Offer, Customer will accurately and in good faith represent the true condition of the Prospect Vehicle based on the inspection.
- (c) Modified Offer. If an inspection reveals that the Offer does not accurately state the make, model, year, condition or other criteria of a Prospect Vehicle, Customer will disclose to the Prospect the inaccuracies and will use the Admin Tool to make any necessary changes. Customer will show the Prospect the changes made to the Offer in the Admin Tool and provide the Modified Offer to the Prospect. If the Prospect elects to continue with the sale of the Prospect Vehicle based on the Modified Offer, Customer will purchase the Prospect Vehicle at the purchase price set forth in the Modified Offer.
- (d) Vehicle Liens. If a Customer Vehicle is subject to any Liens, Customer will process the necessary paperwork and make the necessary payments to have the Liens released and to obtain free and clear title to the Customer Vehicle.
- (e) Prospect Equity. If the Prospect has positive equity in the Prospect Vehicle, Customer will pay or credit the Prospect the full amount of the Valid Offer. If the Prospect has negative equity in the Prospect Vehicle, Customer is not required to purchase or otherwise accept the Prospect Vehicle, unless the Prospect pays Customer the difference between the purchase price reflected in the Valid Offer and the amount needed to have the Liens released and to obtain free and clear title to the Prospect Vehicle.

3. Customer Obligations.

- (a) Customer will promptly perform inspections and verify each Offer at the time a Prospect presents the Prospect Vehicle and the related Offer to Customer. Customer acknowledges and agrees that time is of the essence with respect to the performance of its obligations under the ICO Program and Customer will promptly report to Cox any delays or anticipated delays in performance.



Kelley Blue BookSM Instant Cash Offer

- (b) Customer will advertise the ICO Program in compliance with the Advertising Requirements.
- (c) Customer will perform its obligations under the ICO Program in a professional manner and treat each Prospect in the same manner as it treats its best customers.
- (d) Customer will use the ICO Experience, the Admin Tool and any other resources provided by Cox or its Affiliates hereunder solely in connection with the performance of its obligations under these Additional Terms and in compliance with any instructions that Cox or its Affiliates may provide with respect to the ICO Program.
- (e) Customer will comply with all applicable Laws, including, without limitation, CAN-SPAM and TCPA and all other federal, state and local consumer advertising laws and motor vehicle codes, in connection with its participation in the ICO Program (including in any related vehicle advertising, vehicle sales and purchases, and interactions with Prospects).
- (f) Customer is responsible for all fees and expenses incurred in the purchase and subsequent sale of any Customer Vehicles, including, without limitation, title and registration fees, taxes, financing costs, inspection and reconditioning costs, remarketing fees, transportation fees and auction sales fees.

4. Customer Vehicle Purchase Option.

- (a) General. As part of the ICO Program, upon Customer request, Cox agrees to purchase Customer Vehicles from Customer (provided that such Customer Vehicle is not excluded pursuant to Section 4(d)) in accordance with this Section 4. Customer shall be responsible for all transportation costs associated with the pick-up and delivery of the Customer Vehicle. Upon Customer's delivery of the Customer Vehicle to Purchase Designee, the Customer Vehicle must pass an inspection by a Purchase Designee representative to verify the make, model, year, condition and other criteria of the Customer Vehicle. Upon satisfactory completion of the inspection and verification process and Customer's conveying to Purchase Designee of a free and clear, marketable title to the Customer Vehicle, the Purchase Designee will promptly consummate the purchase of the Customer Vehicle and pay Customer the following amounts:
 - (i) With respect to Customer Vehicles that were purchased by a Customer from a Prospect pursuant to a Valid Offer, an amount equal to such Valid Offer, provided that Customer makes the request and delivers the Customer Vehicle to the Purchase Designee within the applicable Purchase Option Exercise Period and during Purchase Designee business hours.
 - (ii) For all other Customer Vehicles, the amount stated in the corresponding Offer generated by the Customer, provided that Customer makes the request and delivers the Customer Vehicle to the Purchase Designee within the applicable Purchase Option Exercise Period and during Purchase Designee business hours.
- (b) Adjusted Offers. Notwithstanding anything to the contrary in these Additional Terms or otherwise, if the Purchase Designee determines that the actual make, model, year, condition



Kelley Blue BookSM Instant Cash Offer

or other criteria of the Customer Vehicle is inconsistent with the information used to generate the Offer, the Purchase Designee may decline to purchase the Customer Vehicle or may provide Customer with an Adjusted Offer to reflect any such inconsistencies. Upon receipt of the Adjusted Offer, Customer may either: (i) continue with the sale of the Customer Vehicle based on the Adjusted Offer, or (ii) reject the Adjusted Offer and retain the Customer Vehicle, in which case, the Purchase Designee will not be required to purchase the Customer Vehicle from Customer. In the event that Customer elects to retain the Customer Vehicle, Customer will promptly (and in any case within three (3) business days) pick up the Customer Vehicle.

- (c) Purchase Designee. The Purchase Designee will be responsible to Customer for any theft or conversion of, or any loss of or damage to, any Customer Vehicle while such vehicle is in the possession of the Purchase Designee at the applicable Purchase Designee facility, unless such theft, conversion, loss or damage occurs, in whole or in part, as a direct or indirect result of: (i) any act or omission on the part of Customer or its representatives; (ii) any adverse weather condition, natural disaster or act of God; (iii) any design defect, mechanical failure or other defect or issue with respect to the Customer Vehicle; (iv) any other act or circumstance outside of the Purchase Designee's reasonable control. Except as set forth in this Section 4(c), all responsibility and risk of loss for a Customer Vehicle will remain with Customer until such time as title to the Customer Vehicle has been delivered and transferred to the Purchase Designee.
- (d) Exclusions. Availability of the purchase option under this Section 4 may be limited or suspended while a Force Majeure Determination remains in effect. In addition, Purchase Designee will not purchase from Customer any of the following Customer Vehicles:
- (i) vehicles for which no Kelley Blue Book Value is available (e.g., current model year or newer, exotics, etc.);
 - (ii) commercial vehicles;
 - (iii) vehicles subject to recall or investigation by a government agency;
 - (iv) vehicles with a police, fire, livery, taxi or rental history;
 - (v) reconstructed or salvage vehicles;
 - (vi) vehicles without a valid VIN;
 - (vii) vehicles not originally built for the U.S. market or that were imported illegally or outside of official OEM channels (i.e., Canadian vehicles, "gray market" vehicles);
 - (viii) vehicles older than 24 model years;
 - (ix) vehicles that have over 300,000 miles on the odometer;
 - (x) vehicles with altered drivelines or bodies, or illegal or non-functioning emissions equipment;



Kelley Blue BookSM Instant Cash Offer

- (xi) vehicles registered at an auto auction or offered for sale through any wholesale channel within forty-five (45) days;
 - (xii) vehicles acquired by Customer for arbitrage;
 - (xiii) vehicles that have not been in Customer inventory for at least forty-five (45) days (excluding Prospect Vehicles that were acquired through the ICO Program);
 - (xiv) vehicles that Kelley Blue Book would value at less than \$1,000; and
 - (xv) vehicles with an Offer value greater than \$75,000, which will require an additional inspection; upon satisfactory inspection results, Purchase Designee may purchase such vehicles at its discretion.
- (e) Requirements.
- (i) All Customer Vehicles are subject to, and Customer must comply with, the National Auto Auction Association (NAAA) Arbitration Policy then in effect, including all disclosure requirements set forth therein (for the avoidance of doubt, valid delivery of free and clear, marketable title in Customer's name to Customer Vehicle shall remain a condition subsequent to purchase of such Customer Vehicle); and
 - (ii) Customer must disclose a true and accurate status of the vehicle history report required by the Purchase Designee (e.g., Manheim Auctions require Experian's AutoCheck vehicle history report).
5. Prospect Information. Customer will only use Prospect Information for purposes of communicating with each Prospect about the purchase of the Prospect Vehicle and the potential sale of a vehicle to the Prospect by Customer in connection with the ICO Program. Customer will collect, store, and use Prospect Information in strict compliance with all applicable Laws, including, without limitation, Laws governing consumer privacy and commercial email and telemarketing. Of note, the Telephone Consumer Protection Act (TCPA) requires Customer and any vendor to obtain consent from Prospects before using an Automatic Telephone Dialing System or an artificial or prerecorded voice as defined by the TCPA to contact Prospects. Customer understands that Cox has not obtained the prior express written consent of any Prospects as required under the TCPA.



Kelley Blue BookSM Instant Cash Offer

Customer is prohibited from selling or otherwise transferring any Prospect Information to any third party for marketing or any other purpose.

6. Termination by Cox. Cox may suspend or terminate (or take any other corrective action as it deems appropriate) Customer's Subscription to the ICO Program immediately upon written notice to Customer if:
 - (a) Customer fails to Redeem a Valid Offer in accordance with these Additional Terms (except for any Prospect Vehicles with respect to which the purchase option under Section 4 hereof is impacted by a Force Majeure Determination, if applicable);
 - (b) Cox receives any complaints regarding Customer or its practices in connection with the ICO Program and Cox determines in its sole discretion that Customer has breached any of its obligations under these Additional Terms;
 - (c) Customer fails to comply with the Advertising Requirements; or
 - (d) Cox reasonably determines that Customer is using the ICO Program in an unsuitable manner.
7. Indemnification. In addition to Customer's indemnifications set forth in Section 9.2 of the Master Subscription Terms, Customer will indemnify and defend Cox and its Affiliates against any damages, losses, costs and expenses (including reasonable attorneys' fees, court costs, settlement costs and awarded amounts) incurred in connection with any Third Party claim to the extent that such claim arises from: (a) any advertising by Customer about or related to the ICO Program; (b) any materials to which users can link through any such advertising; (c) a title defect, encumbrance or demand relating to any Customer Vehicle conveyed to Purchase Designee; and/or (d) any interactions of failure to act with Prospects.
8. Costs and Profits. Each Party shall bear all of its own costs in connection with the activities under the ICO Program. Customer will be entitled to any profits and assumes the risk of any losses associated with Customer's purchase and/or sale of any Customer Vehicles.
9. Records and Inspection. Customer will maintain complete and accurate records of the transactions made in connection with the ICO Program in accordance with standard accounting practices during the Retention Period. Customer will provide reporting on such records during the Retention Period as may be reasonably requested by Cox. Upon request, Customer will also make such records available to Cox for inspection to determine Customer's compliance with these Additional Terms. Customer will cooperate with Cox in connection with any such inspection, including by providing Cox with reasonable access, during regular business hours, to Customer's personnel and other representatives, including attorneys, accountants and others. If such inspection reveals that Customer underpaid a Prospect, Customer will promptly pay to such Prospect the amount of the underpayment, and if such inspection reveals that Customer was overpaid by a Purchase Designee, Customer will promptly repay to the Purchase Designee the amount of the overpayment.
10. OEM-Sponsored ICO Program. If Customer is participating in the ICO Program pursuant to an OEM-sponsored ICO Program, Customer expressly agrees that Cox will have the right to disclose any information or data relating to Offers sent to Customer to such sponsor OEM and/or its designated Affiliates, in each case without notice to Customer and without restriction. The



Kelley Blue BookSM Instant Cash Offer

provisions of this Section will apply even in cases where Customer considers such information to be confidential or proprietary. In the event of any conflict between this Section and the Master Subscription Terms or any non-disclosure, confidentiality or other similar agreement between Cox and Customer, this provision shall control with respect to such information.

11. Publicity; Cox Marks; Kelley Blue Book Values; Kelley Marks.

- (a) Publicity. Customer grants to Cox and its Affiliates the right to list Customer as a participant of the ICO Program, and use Customer's name, trademark and contact information in connection with the ICO Program, including, without limitation, in any marketing materials, promotions or linking or distribution agreements related to the ICO Program.
- (b) Cox Marks. Customer may use the Cox Marks in full compliance with the Advertising Requirements and solely in connection with the promotion of the ICO Program. Customer will display the appropriate proprietary rights notice, including use of the encircled "R" symbol ("®") and/or the letters "TM" or "SM," as appropriate, in conjunction with the display of any Cox Marks. Customer must submit any request to use or display of any Cox Marks other than as set forth in the Advertising Requirements to ICOMarketingRequest@kbb.com or to any successor address designated by Cox. Approval by Cox will in no way limit or affect Customer's indemnification and other obligations with respect to any approved advertising, signage, content or promotional materials. Should Cox or its Affiliate find that any use or display of the Cox Marks by Customer is objectionable, Cox or its Affiliate will have the right to revoke, with respect to the objectionable use, the rights granted to Customer under these Additional Terms to use such Cox Marks, and Customer will immediately cease using the applicable Cox Marks in the manner found objectionable by Cox or its Affiliates. Customer will promptly comply, at its sole expense, with any instructions or requests it receives from Cox or its Affiliates to cease using or to modify any advertising, signage, content or promotional materials that in any way use or incorporate any Cox Marks.
- (c) Kelley Blue Book Values; Kelley Marks. Notwithstanding anything to the contrary in these Additional Terms, no Kelley Blue Book Value will be posted or otherwise accessible on any Customer Website, mobile application or other online platform owned, controlled, created, utilized or operated, directly or indirectly, by, on behalf of or for the benefit of Customer, without Kelley Blue Book's express written authorization. Kelley Blue Book Values are provided in connection with the ICO Program for informational purposes only and solely for Customer's internal use. Further, except as set forth in the Advertising Requirements, Customer will not use any Kelley Marks, or other commercial or product designations of Kelley Blue Book in any advertising, signage, content or promotional materials absent a separate written agreement with Kelley Blue Book.