

KELLEY BLUE BOOK PRICE ADVISOR REPORT

ADDITIONAL TERMS AND CONDITIONS

Product Description: Kelley Blue Book Price Advisor Report is a Cox Product that allows Customer to configure and generate a Kelley Blue Book branded report for a vehicle in Customer's inventory.

Additional Terms and Conditions:

1. Definitions.

- (a) **"Kelley Marks"** means Kelley Blue Book trademarks and service marks, including "KELLEY BLUE BOOK", "BLUE BOOK", "KBB.COM", "KBB", "PRICE ADVISOR" or any variations or misspellings thereof, the Kelley Blue Book ribbon logo, the Price Advisor logo, and such other names, logos, and other intellectual property vAuto used, uses or may use in the future in connection with the Kelley Blue Book Price Advisor Report on the website or elsewhere related to its business, products or services (including, without limitation, all improvements, additions, derivatives and other modifications thereof).
- (b) **"Report"** means a Kelley Blue Book branded report configured and generated by Customer for a vehicle in Customer's inventory using Kelley Blue Book Price Advisor Report.
- (c) **"Report Content"** means the Kelley Blue Book Price Advisor, Analytics Data, Customer Data, and Third Party Materials (i.e., National Highway Traffic Safety Administration information) that may be included in a Report.
- (d) **"QR Code"** means a quick response code to allow a consumer to view a Report.

2. Reports and Report Content.

- (a) Customer may use the available Report Content to create and display a Report through Kelley Blue Book Price Advisor Report for a vehicle in Customer's inventory that is actually available for sale at an Authorized Customer Location. Customer may email a prospective buyer a Report or a link to a Report that Customer creates featuring a vehicle in Customer's inventory. Customer may also create a window sticker containing a QR Code, and display this QR Code on or near a vehicle in Customer's inventory, provided that any such QR Code displayed on or near a vehicle will link to a Report that accurately describes such vehicle, and that all price or offer information in the Report will be at all times accurate and up-to-date. Customer may also display, print or save a single copy of any web pages, documentation, instructions, or other documents that are made available to Customer through use of Kelly Blue Book Price Advisor Report. Customer may place on Customer's website a hyperlink to a specific Report, as long as nothing about the link or the context in which it is placed states or implies any endorsement or sponsorship of Customer, Customer's business or website, by vAuto or its Affiliates.
- (b) Except as expressly described above and excluding Customer Data, Customer may not: (i) reproduce any Report Content without the written consent of the owner of such content; or (ii) store any significant portion of, or distribute copies of, the Report Content in any form (including electronic form), without prior written consent from Kelley Blue Book and/or vAuto in each instance. To request consent, Customer must contact support@vauto.com.

- (c) Customer agrees that Customer is responsible for ensuring that any Customer Data and any Report Content that Customer chooses to include in any Report complies with all applicable laws, including, without limitation, state and federal laws regulating motor vehicle advertising, warranty advertising, extensions of consumer credit, and intellectual property laws including copyright as well as any Original Equipment Manufacturer (OEM) advertising and brand standards, guidelines and requirements.
 - (d) Except as explicitly provided above, no other right is hereby granted or shall be deemed granted to Customer with respect to the Report Content and Customer may not sell, store, distribute, transmit, display, reproduce, modify, migrate, create derivative works from or otherwise exploit any part of the Report Content, whether or not accessed through Kelley Blue Book Price Advisor Report.
- 3. Kelley Marks. vAuto grants Customer, subject to its continued compliance with all of this Additional Product Terms, a limited, non-exclusive, non-transferrable, revocable license to use the Kelley Marks solely for use and display on: (a) Customer's website as a clickable link to the PAR; (b) the PAR for consumers, in electronic and print format; and (c) window stickers and window sticker addendums containing a QR Code provided by vAuto. Customer agrees to properly and accurately display the Kelley Marks in their entirety. Any other uses of the Kelley Marks by Customer are specifically prohibited, including in advertising.
- 4. Disclaimers. Kelley Blue Book Price Advisor Report is operated only as an advertising and research service. Neither Kelley Blue Book nor vAuto is a party to any transaction between vehicle buyers and sellers. The price and other terms of any sale are subject to direct negotiation between the buyer and seller. Customer acknowledges that the Report Content is for general informational purposes only and may include Third Party Materials that have not been inspected or evaluated by either Kelley Blue Book or vAuto. Customer's use of or reliance on the Report Content in creating Reports is at Customer's own risk, and vAuto, its Affiliates, and Third Party Licensors are not responsible for Customer's use of the Report Content in advertising and selling Customer's inventory. Customer further agrees that Customer's reliance on any content created, published and/or transmitted by other users of Kelley Blue Book Price Advisor Report is at Customer's own risk. Neither Kelley Blue Book nor vAuto makes any guarantees regarding the accuracy, completeness, or timeliness of any of the Report Content or the content of other users, which may include errors and omissions. Customer shall notify vAuto of any Report Content that Customer believes to be inaccurate by sending an email to support@vauto.com. The Report Content includes vehicle-specific content (such as product descriptions and product reviews) as well as market-specific content purporting to analyze, summarize or rank available data elements, any or all of which may be subjectively determined and not capable of precise quantification or descriptions. Kelley Blue Book and vAuto reserve the right, but shall have no obligation, to monitor, remove, edit, or move any content posted to Kelley Blue Book Price Advisor Report at any time, without notice, in its sole discretion.