

# Terms of Service

BY ACTIVATING OR USING OUR SERVICE YOU AGREE TO BE BOUND BY THIS AGREEMENT. Please read these Terms of Service ("Terms") carefully as they describe your Service and affect your legal rights. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OUR SERVICE.

This is your Agreement with Better Car People, LLC. ("we," or "us") for on demand lead response service ("Service"). This Agreement begins and becomes effective when you sign or electronically accept the Agreement. This Agreement also incorporates by reference the terms applicable to the Site ("Website") which shall be applicable to your Service and this Agreement.

## 1. Agreement Governing Use

These Terms govern your use of the Service. Your electronic acceptance of the Agreement or your acceptance by use or activation of the Service is the same as signing the Agreement and you agree that electronic images of the Agreement will be considered originals. You acknowledge that no employee, dealer, or other agent is authorized to make any representation or warranty (other than as described in the Agreement or our current materials) with respect to the Agreement or Service, or to waive or modify any terms or provisions of the Agreement. Under no circumstances shall this Agreement be construed or interpreted as a joint venture between you and Better Car People, LLC.

## 2. Term; Fees; Cancellation of Service

The Agreement applies for all Services you receive until you or we terminate the Agreement, as identified in the Terms herein and this Section. You agree to pay in full each month all fees for Service as published at the time of your acceptance of this Agreement. All fees are non-refundable. You will be charged for Service and any other features on a monthly billing cycle basis. We may change your billing cycle at any time. You agree to pay all monthly fees associated with the use of the Service, even if you do not use the Service in a particular month. We may cancel your Service for any reason upon 30 days notice (except if you breach this Agreement we may cancel your Service immediately without prior notice). You may cancel your Service for any reason by providing 30 days written notice to us, which notice may be given at any time prior to the next scheduled monthly payment, provided that in any event the cancellation shall be effective at the end of the calendar month during which the thirty-day (30) notice period runs. Any credits issued by Better Car People, LLC, for whatever reason, will not be refunded by check or to your credit card, but will, instead, be deducted from the next monthly billing cycle.

We have agreed that you may pay for charges with a credit or debit card ("Card"). We will charge the Card when we bill for the monthly fees, and for all amounts or other obligations incurred before cancellation or termination. You also authorize us to charge your Card at or after cancellation or termination to pay what you owe at or after cancellation or termination. If you have not authorized charges to be made to a Card or if for any reason your Card issuer does not pay us, you must pay us on or before the due date, or we may suspend or cancel your Service without prior notice.

## 3. Changes to the Agreement or Fees

We may change or increase the fees for your Service at any time. However, if we: (a) increase the fees for your Service, or (b) we modify a material term of our Agreement with you and the modification would be materially adverse to you, we will notify you of the increase or modification as provided herein and you may cancel the affected Service without paying the cancellation or other fee (which is your only remedy) by following the cancellation instructions in the notice. If you do not cancel the Service by following the instructions in the notice, then you agree to the increase or modification, even if you paid for Service in advance. If the notice does not say how long you have to cancel, then it is within 14 days after the date of the notice.

## 4. Use of Service

You may not resell or attempt to resell any aspect of the Service, whether for profit or otherwise. Your right to use the Service is non-transferable. If we suspect violations of any of the Terms of Service we may: (a) begin legal action, (b) immediately, without prior notice, suspend or terminate the Agreement and the Service, (c) suspend or terminate any other Better Car People, LLC agreements between us and you and the service provided under those agreements, and (d) cooperate with law enforcement in legal proceedings against violators. You also agree to cooperate with us in investigating suspected violations.

## 5. Security and Passwords

To use the Service, you will be required to submit a unique user name and password. It is your responsibility to keep your user name and password secure and confidential. A corporation, partnership, or other legal entity may allow its employees to use its password(s) and user name(s), however, it is held accountable and responsible for all employee activity and charges made by its employees. Our commitment to protecting your privacy is explained in our Privacy Policy, which you are required to review on a regular basis. Under no circumstances shall you allow or permit any other person or third party, including without limitation third party service providers, to use or re-use your user name and password for access to or use of the Service. Any person found to have violated this section may be reported to the relevant authorities for criminal prosecution. We also reserve the right to institute civil proceedings against you and/or the offending third party(ies) for violation of the terms of this section and all damages related thereto.

6. Default; Termination

You will be in default under this Agreement if you: (a) do not pay any sum when due, (b) breach the Agreement or any other agreement between you and us, (c) become the subject of any proceeding under the Bankruptcy Code, (d) become insolvent, (e) provide false information of any kind to Better Car People, LLC, (f) supply information to Better Car People, LLC that cannot be verified, (g) act in any manner that we believe would or could cause liability for Better Car People, LLC, or (h) violate, in any manner, the intellectual property rights of Better Car People, LLC or any other user or third party. In all cases, you are responsible for payment of all charges and fees due to us under the Agreement (including any charges after a Bankruptcy filing), which charges will be immediately due and payable. If you are in default, we may cancel your Service and terminate the Agreement and any other agreements between us and you and the services provided under those agreements without prior notice. We may also, at our discretion, suspend or deny you access to Website for breach of this Agreement in lieu of termination. If we renew Service to you after discontinuing Service, you may be subject to a credit check and agree to pay reactivation charges or applicable deposits. Our remedies under the Agreement are not exclusive but are in addition to all other remedies provided by law.

7. Mandatory Arbitration; Dispute Resolution

YOU WILL FIRST NEGOTIATE WITH US IN GOOD FAITH TO SETTLE ANY CLAIM OR DISPUTE BETWEEN YOU AND US IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OR OUR PROVISION TO YOU OF SERVICES ('CLAIM'). YOU MUST SEND A WRITTEN DESCRIPTION OF YOUR CLAIM TO OUR REGISTERED AGENT LISTED HEREIN. IF YOU DO NOT REACH AGREEMENT WITH US WITHIN 30 DAYS, INSTEAD OF SUING IN COURT, YOU AGREE THAT ANY CLAIM MUST BE SUBMITTED TO FINAL, BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS PUBLISHED WIRELESS INDUSTRY ARBITRATION RULES, WHICH ARE A PART OF THE AGREEMENT BY THIS REFERENCE AND ARE AVAILABLE BY CALLING THE AAA AT 1-800-778-7879 OR VISITING ITS WEB SERVICE AT [www.adr.org](http://www.adr.org). You must serve our registered agent with a notice of an arbitration in order to begin an arbitration. This agreement to arbitrate extends to claims that you assert against other parties, including, without limit, dealers, if you also assert claims against us in the same proceeding. The Agreement involves interstate commerce and despite the choice of law provision provided herein, the Federal Arbitration Act and federal arbitration law govern arbitrations under the Agreement. An arbitrator may only award as much relief as a court having jurisdiction in the place of arbitration, limited to the same extent that a court would limit such relief and consistent with the provisions of the Agreement. An arbitrator may order injunctive or declaratory relief (so long as that injunctive or declaratory relief does not apply beyond your dealings with us) or summary judgment under applicable law. AAA has a fee schedule for arbitrations. You will pay your share of the arbitrator's fees. You and we agree to pay our own other fees, costs, and expenses including those for counsel, experts, and witnesses.

Neither you nor we may be a representative of other potential claimants or a class of potential claimants in any dispute, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. While the prohibition on consolidated or classwide proceedings in this Section will continue to apply: (a) you may take Claims to a small claims court, if they qualify for hearing by such court and (b) if you fail to timely pay amounts due, we may assign your account for collection and the collection agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement. YOU AND WE ACKNOWLEDGE AND AGREE THAT THIS SECTION WAIVES ANY RIGHT TO A JURY TRIAL OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF A COURT OR ARBITRATOR

DETERMINES THAT YOUR WAIVER OF YOUR ABILITY TO PURSUE CLASS OR REPRESENTATIVE CLAIMS IS UNENFORCEABLE, THE ARBITRATION AGREEMENT WILL NOT APPLY AND OUR DISPUTE WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT. SHOULD ANY OTHER PROVISION OF THIS ARBITRATION AGREEMENT BE DEEMED UNENFORCEABLE, THAT PROVISION SHALL BE REMOVED, AND THE AGREEMENT SHALL OTHERWISE REMAIN BINDING.

8. Indemnity

You will indemnify and hold Better Car People, LLC, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the 'Indemnified Parties') harmless from any breach of these Terms by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Service. EVEN IF BETTER CAR PEOPLE, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, THE INDEMNIFIED PARTIES WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS, OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, TREBLE, SPECIAL, OR CONSEQUENTIAL DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, SUSPENSION, TERMINATION, OR THE INABILITY TO USE THE SERVICE OR PRODUCT, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION, OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOU (WHETHER READ OR UNREAD, SOLICITED OR UNSOLICITED), OR LOSSES RESULTING FROM ANY GOODS OR SERVICE PURCHASED, MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART. THE MAXIMUM AGGREGATE LIABILITY OF INDEMNIFIED PARTIES TO YOU, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE, SHALL BE A REFUND OR REBATE OF THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID OR OWE US FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

9. Cooperation with Law Enforcement

Better Car People, LLC reserves the right to fully cooperate with any law enforcement authorities pursuant to state or federal law, including, but not limited to, any obligations we may have under the Patriot Act, or court order requesting or directing Better Car People, LLC to disclose the identity of anyone posting any information, or publishing or otherwise making available any materials that are believed to violate the terms of this Agreement. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS BETTER CAR PEOPLE, LLC FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BETTER CAR PEOPLE, LLC DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER BETTER CAR PEOPLE, LLC OR LAW ENFORCEMENT AUTHORITIES.

10. Assignment

We may assign all or part of our rights or duties under the Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Agreement. Subject to these restrictions, the Agreement will bind the heirs, successors, subcontractors, and assigns of the respective parties, who will receive its benefits.

11. Notices

We may send you written notice, either via U. S. Mail or electronically, to the to the contact information you have provided to us at the time you register for our service. You are solely responsible for keeping all of your contact information current, complete, and accurate.

12. Severability

All terms and conditions of these Terms are independent of each other. If any provision of these Terms is held to be inapplicable or unenforceable, then (a) that term or provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other terms or provisions remaining in full force and effect, (b) the Terms will not fail their essential purpose, and (c) the balance of the Terms remain unaffected and in full force and effect, unless our obligations are materially impaired, in which event we have the right to terminate the Agreement.

13. Applicable Law

By using our Service, even if accessed from a location outside the United States, you agree that the laws of the State of North Carolina, without regard to conflict of law principles, will govern these Terms, Privacy Policy, and any dispute of any sort that might arise between you and Better Car People, LLC and its officers, directors, partners, affiliates, subsidiaries, employees, agents, or suppliers. By using our Services, you agree to submit to the exclusive jurisdiction of the state and federal courts located in the city of Charlotte, State of North Carolina, for all disputes and issues regarding your use of our Services, Privacy Policy and your compliance with these Terms.

14. Entire Agreement

This Agreement represents the final and entire agreement between you and us regarding the Service.

Except as otherwise stated in the Agreement, no change to the Agreement will be valid unless we accept it in writing. If we do not enforce our rights under any of the provisions of the Agreement, it does not waive or reduce our right to require strict compliance in the future.

15. Signing Authority; Authorized User

You represent that you may legally enter into this Agreement, have received a copy of the Agreement and have read and clearly understand its terms. If you are activating the Service on behalf of a corporation or other entity, you represent that you have full authority to bind that entity and if not agree to accept personal liability for the account. You are responsible for all charges incurred by any person you authorize to access your account, or allow to use the Service.

Better Car People, LLC reserves the right to terminate or interrupt any account in part or in full without refund for violation of these Acceptable Use Policy. In all but the most extreme or serious cases, good faith attempts will be made to resolve an issue without interruption of service. In cases where service has been terminated or interrupted, resolution will be handled on an individual case basis, at Website sole discretion. For further explanation of any portion this document, and the terms set herein, or to determine whether your intended activities are permissible under the terms of this document, contact us at [abuse@bettercarpeople.com](mailto:abuse@bettercarpeople.com) or via phone at 704.851.1115.

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