

# VVSI.COM TERMS OF USE

## Visitor Agreement

The VVSi.COM website and client portal found on the website (together the "Website") are operated by VEHICLE VALUATION SERVICES, INC. ("VVSi"). **The Website is offered to you subject to your acceptance of the provisions of these Terms of Use ("terms") without modification. Accessing the Website, in any manner, whether automated or otherwise, constitutes use of the Website, and your agreement to be bound by these terms. By using the Website, you agree to accept and comply with these terms, our Privacy Policy, and any additional terms and conditions that may apply to specific sections of the Website or to products and services available on or through the Website. If you do not agree to these terms, please exit the Website immediately. VVSi reserves the right to change these terms at any time without notice.**

You acknowledge and agree that by accessing the Website that this is a legally binding agreement between you and VVSi supported by reasonable and valuable consideration, and that you have read these terms carefully.

## Proprietary Rights

You acknowledge and agree that the Website and all materials on it, including without limitation, the Website's content, software, technology and databases, contain proprietary information and data that is protected by applicable copyright, trademark, trade secret and other intellectual property laws (VVSi's "Proprietary Information").

The Proprietary Information also includes, without limitation, the software programming and html and other code contained in the Website, VVSi valuation tools and other vehicle information, any text, graphics, logos, photographs, audio or video material or stills from audiovisual material available on the Website.

All Proprietary Information on the Website is owned by VVSi and may only be used pursuant to the "License" below.

## License

By offering the Website for use, we grant you a limited, nonexclusive, nontransferable, revocable license and permission to access and make use of the Website strictly subject to these terms (“License”). You may not download, modify, reproduce, re-use, display to the public, sell or otherwise extract data, images, or any other content from any portion of the Website (other than your own Customer Reports (as defined below)), except with VVSi’s written consent.

## Copyright and Trademark Notices

All contents of the Website are: Copyright 1996-2017 by VVSi. All rights reserved.

All VVSi copyrights, trademarks, and other marks, graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of VVSi. VVSi’s trademarks and trade dress may not be used in connection with any product or service that is not VVSi’s, or in any manner that is likely to cause confusion among consumers or in any manner that disparages or discredits VVSi. All other trademarks not owned by VVSi that appear on this site are the property of their respective owners.

## Acceptable Uses

You agree that you will not use the Website in violation of any term or condition of this Agreement or violate the rights of third parties, or to violate any applicable rule, law, regulation, ordinance, treaty, or statute, whether local, state, provincial, regional, national, or international.

## Submitted Information

By submitting content to the Website, you are granting to us a non-exclusive, royalty-free, perpetual, irrevocable and fully assignable and sublicensable right to use, reproduce, modify, adapt, reformat, create derivative works from, distribute and display that content throughout the world for any purpose and in any media (including for advertising or other commercial use), so long as the individual submitted content cannot be identified in the derivative work. The licensed rights include,

without limitation, any patent, trademark, copyright, trade secret, publicity or privacy rights in and to the submitted information.

You will not attempt (or encourage or authorize others to attempt) to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with the Website or services, and you agree to notify immediately if you are aware of such an attempt.

You acknowledge and agree that you have no ownership claim in any compilation of data or information that is created by VVSi that incorporates information, photographs, data or other materials that you submitted. You acknowledge and agree that VVSi may use any such submitted information in a compilation and that VVSi is the sole owner of any such compilation of submitted information.

## Customer Reports

VVSi may use its Proprietary Information, including but not limited to its database of vehicle valuations, algorithms for producing valuations, and information submitted by customers regarding vehicles, their conditions and estimates of repairs, to generate customer reports providing the valuation of vehicles (“Customer Reports.”) VVSi does not verify the accuracy of any information provided by customers or other third parties through the Website and does not represent or warrant that any Customer Reports relying on such submitted information are therefore accurate. Customers are encouraged to verify submitted information prior to providing such information to VVSi on the Website.

## Consent to Electronic Communications

If you provide your email address to VVSi, you consent to receive communications from VVSi to that email address. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## Assumption of Risk and Liability and Warranty Disclaimers

Your use of the Website is solely at your own risk. The materials, information, software, products and services (collectively “services”) contained on or available through the Website are provided “as

is” and without warranty of any kind, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement. There is no warranty that the services or Customer Reports will meet your requirements, or that your access to the Website will be uninterrupted or error-free.

[The Website may contain third-party advertising and sponsorship. The advertisers and sponsors are responsible for the content of this information, and VVSi makes no representations or warranties as to the accuracy or legality of these advertisements. VVSi will not be responsible for the illegality of, or any error or inaccuracy in, advertisers' or sponsors' materials, or for the acts or omissions of such advertisers or sponsors.

VVSi does not warrant, guarantee, or make any representations with respect to performance, accuracy, reliability, security, capability or currentness of the Website or services or Customer Reports.

Customer Reports are created from public and non-public sources, including submitted information on the client portal and VVSi Proprietary Information, and are based on algorithms that are believed by us to be reliable (other than submitted information, as to which we make no such representation), but no assurance can be given that this information is accurate, complete or current. Customer Reports will vary depending on specifications, vehicle conditions or other particular circumstances. We do not warrant the accuracy of, or assume (and you agree that VVSi does not bear any) responsibility for any errors or omissions in the information, advice, recommendations or guidance provided on the Website or in the Customer Reports.

Under no circumstances will VVSi be liable to you or any third party, including any of your clients or customers, for any damages, including consequential, incidental, or special damages, arising out of the use or inability to use the Website or services, or issuance of any Customer Reports, even if VVSi has been advised of the possibility of such damages. To the extent that any particular disclaimer, limitation on damages or liability, or any other provision of these terms is prohibited by law, then instead, VVSi will be entitled to the maximum disclaimer, limitation on damages, warranties or liability, or other protection available under such law.

## Modification of Terms

VVSi reserves the right to change the terms under which the Website and Customer Reports are offered. We will let you know about them by revising the “last updated” date at the bottom of the terms. By continuing to use the Website after VVSi has posted changes to these terms, you agree to and accept the changes. You may not use Website or Customer Reports and may not accept the terms if you are a person barred from using services that VVSi provides under the laws of any country in which you are resident or from which you use the Website. VVSi also reserves the right at any time and from time to time to modify, update, suspend or discontinue all or part of the Website for any reason with or without notice to you.

## Links

The Website may contain links to other websites (“linked sites”). While we encourage you to consult such linked sites, VVSi does not control, endorse or guarantee any of the content found on such linked sites, or the content of any advertising we display; we are not responsible for the claims made by those third parties or for the products or services those third parties provide; and we do not guarantee or warrant the prices, terms, quality, reliability or performance of the products or services provided by those third parties.

You agree that VVSi is not responsible for any advertising that we display, or for any content, associated links, resources or services on or provided through sites not operated by us, and that VVSi shall not be liable for any loss or damage of any kind arising from or incurred in connection with your use of linked sites or any third-party content, services or products.

## Passwords and Account Security (If Applicable)

If applicable, you agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use on the client portal to access services. Accordingly, you agree that you will be solely responsible to VVSi for all activities that occur under your account.

If you become aware of any unauthorized use of your password or of your account, you agree to notify VVSi immediately.

## Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall VVSi be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of the Website or issuance of any Customer Reports, with the delay or inability to use the Website or related services, the provision of or failure to provide services, or for any information, software, products, and services obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise, even if VVSi has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Website or any Customer Reports, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Website.

## Damages; Indemnification

You agree that you will be responsible for any damages resulting from any violation of these terms or use of any Customer Reports. You further agree to indemnify and hold VVSi, and its affiliates, subsidiaries, officers, directors, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out your breach of these terms or the use of the Customer Reports, or any violation of any law or the rights of any third party that occurs in connection with your use of the Website.

## Termination/Access Restriction

Any violation of these terms will terminate the permission and license granted by VVSi to access and make use of the Website. VVSi shall not be liable to you or any third party for termination of access to the Website.

## Choice of Law and Forum

To the maximum extent permitted by law, these terms are governed by the laws of the State of Illinois excluding its conflicts of laws rules, and you hereby consent to the exclusive jurisdiction and venue for any claim or action arising out of or related to these terms or your use of the Website shall be in the courts located in the county of DuPage County in the State of Illinois, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

You also agree that in the event of any action to enforce or interpret these terms, the prevailing party shall be entitled to collect its reasonable attorneys' fees. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms, including without limitation this paragraph. You agree that any claim arising out of or related to these terms or your use of the Website must be filed by you within one (1) year after such claim arose, or it is forever barred.

## Miscellaneous Provisions

You agree that no joint venture, partnership, employment, or agency relationship exists between you and VVSi as a result of this agreement or use of the Website.

VVSi's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of VVSi's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by VVSi with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified here, this agreement constitutes the entire agreement between the user and VVSi with respect to the Website and Customer Reports and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and VVSi with respect to the use of the Website.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent

and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be drawn up in English and the English language meaning of the terms will govern your relationship with VVSi.

You agree that if VVSi does not exercise or enforce any legal right or remedy which is contained in the terms (or which VVSi has the benefit of under any applicable law), this will not be taken to be a formal waiver of VVSi's rights and that those rights or remedies will still be available to VVSi.

## Privacy and Personal Information

For information about VVSi's data protection practices, please read VVSi's privacy policy at [www.vvsi.com/privacy-policy.htm](http://www.vvsi.com/privacy-policy.htm). This policy explains how VVSi treats your personal information, and protects your privacy. You agree to the use of your data in accordance with VVSi's privacy and membership policies. VVSi has no control over the privacy policy of any third party company, so please examine their privacy policy prior to submitting any personal information. VVSi reserves the right to reveal your identity or user account information in the event of a claim, investigation, complaint, or legal action arising from your use of the Website and any content submitted by you, including without limitation, furnishing such material and information regarding your identity and any other information we may have about you.

*Last Updated February 2017.*



# VVSI PRIVACY POLICY

## Summary of this Privacy Policy

VVSi is committed to respecting your privacy. We will not sell, share, or rent this information to others in ways different from what is disclosed in this Privacy Policy. VVSi collects information from our users at several different points on our website.

This Privacy Policy applies to any VVSi business transaction. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies and offer other relevant ads.

## The Information We Collect and How We Use It

### Automatically Gathered Information:

We can gather some information automatically from our website through the use of cookies or the use of third-party service providers. We also collect information we receive from you during any online registrations or insurance applications and when you complete other forms.

Automatically gathered information includes: Your browser type and language, and operating system, your Internet Protocol (IP) address, the times that you visit our website, information about areas of our website you visited, the sites you visited immediately before and after visiting our website, web pages and advertisements you view and links you click within our website, unique identifiers when using a mobile device, including mobile device identification numbers, information that can identify the physical location of your mobile device in accordance with applicable law and industry guidelines and best practices, information about your interaction with email messages, such as the links clicked on and whether the messages were opened or forwarded.

### Cookies:

A cookie is a piece of data stored on the user's hard drive containing information about the user. Cookies are used on our site to enhance and simplify the user's visit. We use cookies to gather information on your preferences to provide you with a more custom experience. For instance, we

send a cookie whenever an application has been started and can help us re-market to you through banner advertisements. This allows the user to access his or her application upon future visits. If a user rejects the cookie, he or she may still use our website but will not have access to these enhancements.

## Google Analytics:

We have enabled Google Analytics Advertising to assist us with collecting various pieces of demographic information. Specifically, we have enabled geographic and general website movement pattern features. You can opt out of any Google Analytics Features that we use by utilizing Google's [currently available opt-outs](#). You can also opt-out of the Google Analytics Advertising Features through your Google Ad Settings and Ad Settings for mobile applications.

We may also collect information from third-party service providers, consumer reports, credit based consumer reports, or mobile devices. Any information we collect about you may be combined and used to help us tailor our communications to you and may be shared with third parties consistent with this Privacy Policy. This information may also be used to determine your eligibility for an insurance policy.

## Information Directly from You:

We may gather other information directly from you. We may request information from you to better serve you when you register or apply for certain services. Information we may collect directly from you includes contact information such as name, email address, postal address, phone number, user name, password, password-reminder questions and answers, Demographic information is information that does not reveal your specific identity.

## Links

This website contains links to other sites. Please be aware that VVSi is not responsible for the privacy practices of other such sites. If you submit personal information to any of those websites, the privacy statements and practices of those websites govern their use of your information. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every website that collects non-public personal information. This privacy statement applies solely to information collected by this website.

## Use of Your Information

First and foremost, we use the information we collect from you to provide valuation services.

We may aggregate information. This is not linked to any non-public personal information that can identify any individual person.

## Disclosure of Your Information

We do not sell or rent any information about you to any third party. However, there are certain circumstances in which your public personal information may be disclosed. We may be forced to disclose information to the government or authorities to comply with applicable law. We may also disclose public personal information about you in response to a judicial or administrative order in a criminal, civil, or administrative proceeding or investigation.

We may also voluntarily disclose such information if we, in our sole discretion, believe it to be necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, or other activity that is either illegal or tortious, or may expose us to legal liability. Additionally, regardless of the security measures that we take, your public personal information may be disclosed inadvertently if a third party acts intentionally to intercept it. If we have a need to share your information for any new or other reason outside of this current policy, we will ask your permission.

## Security

VVSi uses industry standard efforts to safeguard the confidentiality of your public personal information, such as firewalls and Secure Socket Layers (SSL). We have implemented security measures designed to protect against the loss, misuse, and alteration of the information we collect or receive from you. For example, when you enter information on our order forms, we encrypt the transmission of that information using SSL technology. We will use public information, if any, that we collect and receive from you in ways only for the reason we collected it and consistent with this Policy. We will take steps to ensure that all information collected, processed, and/or stored is protected from destruction, corruption, or use in a manner inconsistent with the purpose for which we received it. However, "perfect security" does not exist on the Internet but we will endeavor to keep your information secure.

## Changes to our Privacy Policy

Our Privacy Policy may change from time to time as we continue to evaluate this policy against new technologies, regulations, and business practices. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.