



**BUY. SELL. LEND.**  
THE MODERN WAY

### Dealer Terms of Use Agreement

Everything on this site is provided to you "AS IS" without warranty of any kind, either expressed or implied. While OttoMoto, LLC makes every effort to provide accurate information on this web site, it assumes no responsibility for accuracy. Some information provided to you through this web site may contain technical or other inaccuracies or omissions, typographical errors, and may become outdated.

This agreement shall apply regardless of the means by which the site is accessed. We require you to protect your financial information by using the most secure encryption possible, and we specifically disclaim any and all responsibility for losses resulting from your use of encryption less than 128-bit.

You will need an OttoMoto, LLC username and password. Your username will be assigned by OttoMoto, LLC and is unique to each individual in your organization. The password is confidential and is only known to the individual user. You will have access to all transactions associated with your organization that is tied to your username. You agree to keep all OttoMoto, LLC usernames and passwords confidential to prevent unauthorized access to your OttoMoto, LLC account and the information therein. If you believe the security of usernames and/or passwords has been compromised in any way you must notify us immediately. We reserve the right to deny access to the OttoMoto, LLC site, or to deny processing of the transactions, in order to maintain or restore security to the OttoMoto, LLC site and services.

You agree to payment for OttoMoto, LLC services and fees by automatic payment. OttoMoto, LLC requires a 30-day cancellation notice which must be completed inside your profile in OTTOMOTO®. Prices and fees are subject to change; we will attempt to provide prior notification of such changes but cannot guarantee such notice. You agree that if, at any time, the payment does not process, that access to the OttoMoto, LLC site may be immediately disrupted. In the event that your account is terminated or suspended due to non-payment, electing to reactivate your subscription will automatically reinstate all previously agreed upon terms and conditions. Any requests for termination of use of the OttoMoto, LLC site or to change the account used for payment must be received no less than 24 hours prior to billing date, in writing, via fax or email, and must include the new information to facilitate billing. No refund or credit will be given for partial month usage. If we have to file a lawsuit to collect any fees owed to OttoMoto, LLC you agree to pay our reasonable expenses, including attorney's fees.

You are responsible for all data entered through any username assigned to your organization. You agree to have a signed credit application on file from all customers prior to sending an electronic application using the OttoMoto, LLC site. OttoMoto, LLC reserves the right to request a copy of said application. Failure to produce a copy of such signed credit application is a material breach of this agreement. You agree to verify all data before submission. OttoMoto, LLC is not liable for any errors, mistakes or inaccuracies on the loan application.

You agree to notify OttoMoto, LLC immediately if you believe that an unauthorized transaction has been or may be conducted from your account, or if you suspect fraudulent activity on your account. You agree to assist us in our efforts to recover any funds that were transferred or paid without permission.

You authorize OttoMoto, LLC to disclose to affiliates, independent auditors, consultants, attorneys and third parties information you have provided to us, or that we have obtained regarding your accounts and the transactions you make to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official or agency having legal authority to request such information.

OttoMoto, LLC may also provide this information to a third party to verify the existence and condition of your account, such as a credit bureau or merchant.

You agree to allow agent affiliates for third party integrations access to your platforms and necessary client data for potential third-party agreements or products. These third-party agent affiliates will be responsible for their own actions and accountability.

You may not assign this Agreement or your rights to the services to any other party. We may assign or transfer this Agreement. OttoMoto, LLC reserves the right to revise or update the OttoMoto, LLC services and site or perform maintenance on the site or related materials, resulting in interrupted services, errors in the services or rendering prior services obsolete. We will attempt to provide prior notification of such interruptions and changes but cannot guarantee such notice. We reserve the right to terminate this Agreement as to all prior versions of our programs, the services and/or related material and limit access to our more recent versions and updates. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by OttoMoto, LLC.

OttoMoto, LLC shall have no liability to you for any damage or loss, direct or consequential, which you may incur by reason of your use of the OttoMoto, LLC services or your computer system. You agree the OttoMoto, LLC has no liability for any harmful components that may enter your computer system by downloading information, software, or other materials from our site.

The information on the OttoMoto, LLC site is copyrighted, and the unauthorized reproduction or distribution of any portion is prohibited. Our logos and products may not be used without our permission. No part of the OttoMoto, LLC website may be copied, republished, redistributed, modified or otherwise used or exploited by you except as is strictly necessary for conducting business. The OttoMoto, LLC site and services are solely available to citizens and residents of the United States of America and may not be accessed from outside the USA.

OttoMoto, LLC reserves the right, without notice, to terminate access to the OttoMoto, LLC site and services should we find you in breach of this Agreement.

If any provision of this agreement is void or unenforceable in any jurisdiction, this shall not affect the validity or enforceability of any other provision contained herein. This agreement is governed by and interpreted in accordance with all applicable federal laws and regulations.

## **Return Policy**

All sales are final. The OttoMoto, LLC platform monthly services are billed monthly by level of service selected within the customer dashboard, transaction fees are billed upon funding, and cancelation must be a 30-day notice in writing prior to any recurring billing taking place.

## **Electronic Communications**

Visiting [OttoMotoapp.com](https://OttoMotoapp.com) and [OttoMoto.net](https://OttoMoto.net) or sending emails to OttoMoto, LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is effective by and between OTTOMOTO, LLC a Georgia limited liability company the Dealer (the "Company") and (the "Recipient"). The Company and the Recipient may be individually referred to as a "Party" and collectively as "Parties."

WHEREAS, the Company has developed a business model, ideas, plans, and processes which includes Proprietary Information and Trade Secrets (as defined below);

WHEREAS, the Parties are exploring the possibility of engaging in a potential business relationship (collectively, the "Proposed Transaction");

WHEREAS, the Proposed Transaction may require the Company to disclose to the Recipient Proprietary Information, and therefore, the Parties desire to enter into this Agreement addressing the rights and obligations of each Party pertaining to the Proprietary Information (the "Purpose").

Therefore, in consideration of the foregoing and the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Company and the Recipient hereby agree as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. For the purpose of this Agreement, "Proprietary Information" shall mean any data or information having commercial value and which is not generally known to the public; including but not limited to Trade Secrets as defined below, business plans, strategies, marketing data, reports, figures, projections, operations data, analytical data, sales history, pricing, strengths and weaknesses, creative works, data, data bases, software products, software source code or any related codes in all formats, algorithms, formulas, product plans, strategies, forecasts, research procedures methodologies, protocols and development, marketing techniques procedures and materials, names and expertise of employees and consultants, customer names and other information related to customers, price-lists, pricing policies and financial information which the parties consider sensitive.
3. For the purpose of this Agreement, "Trade Secrets," as used in this Agreement shall mean information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:
  - (a) Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
  - (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
4. For the purposes of this Agreement, "Recipient", as used in this Agreement shall mean but not limited to all employees, agents, heirs, parent companies, partners, members or assigns.
5. The Recipient shall not disclose or distribute the Proprietary Information to any third-party, nor reproduce any Proprietary Information, except that the Recipient may disclose or reproduce the Proprietary Information to the Recipient's employees or agents who are required to have the information in order to evaluate or engage in discussions concerning the Proposed Transaction, and only to those representatives or employees who have signed a non-use and non-disclosure agreement in content at least as protective as the provisions hereof, prior to any disclosure of Proprietary Information or use the Proprietary Information, except as required (i) in furtherance of the Purpose or (ii) as reasonably required by Recipient's legal counsel, accountants or auditors. The Recipient shall hold Proprietary Information in confidence using the same degree of care the Recipient affords its own. The Recipient shall receive, transmit and store all Proprietary Information with at least industry standard security and encryption.
6. The Recipient shall have no obligation of confidentiality with respect to information received hereunder, which is (a) already known to the Recipient at the time of disclosure as evidenced by written records of the Recipient produced for the Company's inspection within 14 days of disclosure of the information; (b) either known or becomes publicly known without the wrongful act or breach of this Agreement; (c) rightfully received by the Recipient on a non-confidential basis from a third party with a lawful right to disclose; or (d) approved for release to a third party by the written authorization of the Company.

7. The Recipient shall not be liable to the Company for the disclosure of Proprietary Information that he is obligated to be disclosed by applicable law or court order provided that if such disclosure becomes necessary, the Recipient promptly notifies the Company in writing of such demand or obligation to enable the Company to seek, at its sole discretion, the appropriate remedy, or relief. Further, the Recipient agrees to furnish only that portion of the Proprietary Information which is legally required to be disclosed. In no event shall any provision in this Agreement be interpreted to require either the Recipient to violate any lawful order.
8. Any information related to and provided for the Proposed Transaction and/or Purpose which is disclosed by the Company to the Recipient shall be treated as Proprietary Information. All other information disclosed by the Company to the Recipient shall not be considered Proprietary Information unless the Company indicates to the Recipient at the time of such disclosure that the information is proprietary and within thirty (30) days of such disclosure provides the Recipient with an appropriately marked writing which identifies the Proprietary Information.
9. All Proprietary Information (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of the Company. Nothing in this Agreement shall be construed to grant the Recipient any right, title, interest, or license in any Proprietary Information received hereunder other than the right to evaluate such Proprietary Information for the purpose of exploring the Proposed Transaction.
10. The Recipient may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Company.
11. Recipient understands that Company may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the Purpose of the Proposed Transaction. Accordingly, nothing in this Agreement will be construed as a representation or inference that Company will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by the disclosing parties Proprietary and Confidential Information.
12. If either Party hereto shall determine that it does not wish to proceed with the Proposed Transaction, such Party shall promptly advise the other Party of that decision by written notice.
13. The Recipient agrees to return or destroy all Proprietary Information received under this Agreement to the Company upon either Party advising the other in writing that it will not proceed with the Proposed Transaction, or upon the request of the Company.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The Parties agree that any and all actions or proceedings seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought in the courts of the State of Georgia, County of Fulton, including Federal Courts located therein, should Federal jurisdiction requirements exist. Each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The Parties hereto specifically waive any right to a jury trial with respect to any matter arising under this Agreement.
15. Both Parties acknowledge that the Proprietary Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Proprietary Information would destroy or diminish the value of such information. The damages to the Company that would result from the unauthorized dissemination of the Proprietary Information would be impossible to calculate. Therefore, both parties hereby agree that the Company shall be entitled to injunctive relief preventing the dissemination of any Proprietary Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. the Company shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

16. Unless expressly terminated, this Agreement will automatically terminate one (1) year from the Effective Date of this Agreement. The obligations of confidentiality and non-use of Proprietary Information shall remain in force for five (5) years from the initial disclosure of each piece of Proprietary Information and in the case of Trade Secrets, such obligation shall continue in perpetuity.

### **Other Agreements**

In addition to this Agreement, the Dealer agrees to be bound by and comply with such other written requirements as OM may furnish to the Dealer in connection with OTTOMOTO™ or products which may be accessed through OTTOMOTO™, OM's rules and regulations, and applicable state and federal law and regulations. OM shall at all times comply with all state and federal laws and regulations applicable to its own actions, forms and procedures, if any, utilized in carrying out its responsibilities under this Agreement. Dealer agrees to be bound by all applicable OM [Terms and Conditions](#).

Dealer acknowledges that the pull count on JD Power integration resets on the 1<sup>st</sup> of each month.

Most participating finance sources do not require a separate agreement, but some do make such a requirement. To gain access to certain sources, Client agrees to execute any additional documents certain sources may require. You authorize OttoMoto, LLC to share your consumer information with Sirius XM (SXM).

In addition, and subject to any limitations imposed by applicable law, you authorize your respective Dealer Management System (DMS) to share information with OttoMoto, LLC that which is necessary to perform their respective duties under this agreement.