

Terms & Conditions

Effective Date **November 14, 2012**

Terms and Conditions

Welcome to www.AutomotiveCredit.com (the "Site"). This Site is operated by Automotive Credit Corporation and the content on the Site is owned by Automotive Credit Corporation. Please read these terms and conditions and the Privacy Policy contained on the Site as it sets forth the legally binding terms governing your visit to this Site. You may be subject to other terms and conditions when using particular elements of the Site. These Terms and Conditions apply to all persons who visit this Site ("Visitors").

By using this Site you agree that you have read, understand and accept the following terms and conditions ("Terms and Conditions") and the Privacy Policy, and you affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions. By using this Site, you also agree that you will not use this Site for any purpose that is unlawful or in contravention of these Terms and Conditions. Automotive Credit Corporation reserves the right to change these Terms and Conditions from time to time without notifying you. If you object to any such changes, your sole recourse shall be to cease using this Site. Continued use of the Site following the effective date any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the Terms and Conditions of such changes. Automotive Credit Corporation may cease all or part of the Site at any time without notice and is not obligated to retain or return any post or comment. If you do not agree to any of these Terms and Conditions, or the Privacy Policy, please do not use the Site.

United States Site

Automotive Credit Corporation administers this Site from Michigan, United States of America and this Site is only intended for viewing in the United States. All materials and information contained on this Site apply to the United States market only. Automotive Credit Corporation makes no representation that the Site is appropriate or available for use outside the United States. If you choose to access the Site from outside the United States, you do so at your own initiative and are responsible for compliance with applicable laws. You agree to comply with all export and re-export laws, restrictions and regulations of your government in connection with your use of the Site.

Third Party Information

This Site may contain links to third-party websites that are not owned or controlled by Automotive Credit Corporation, including but not limited to links to websites for dealers ("Third Party Websites"). Automotive Credit Corporation has no control over, and assumes no

responsibility for, the content, privacy policies, or practices of any Third Party Websites. In addition, Automotive Credit Corporation will not and cannot censor or edit the content of any Third Party Website. By clicking on links, you expressly relieve Automotive Credit Corporation and its affiliates from any and all liability arising from your use of any Third Party Website, or from the content of any Third Party Website. When using a Third Party Website, you should be aware when you leave this Site and read the terms and conditions and privacy policy of each Third Party Website that you visit.

Limited Licenses

This Site, including all materials, is protected by worldwide copyright laws and treaty provisions whether or not a copyright notice is present on the materials. All text, images, graphics, animation, videos, music, sounds and other materials on this Site are subject to the copyrights and other intellectual property rights of Automotive Credit Corporation, its affiliated companies and its licensors. You agree to comply with all copyright laws worldwide in your use of this Site and to prevent any unauthorized copying of the materials. Except as expressly provided herein, Automotive Credit Corporation does not grant any express or implied right to you under any patents, trademarks or copyrights.

Subject to your continued compliance with these terms and conditions, Automotive Credit Corporation grants you a non-exclusive, non-transferable, limited right to access, use, display and listen to this Site and the information, images, sounds and text ("materials") thereon. You agree not to interrupt or attempt to interrupt the operation of the Site in any way. You agree not to dispute Automotive Credit Corporation' claims of ownership or validity of its rights in the materials on this Site.

Automotive Credit Corporation authorizes you to view and download the materials at this Site only for your personal, non-commercial use. Automotive Credit Corporation may suspend or terminate this authorization at any time for any reason. This authorization is not a transfer of title in the materials and copies of the materials and is subject to the following restrictions: (a) you must retain, on all copies of the materials downloaded, all copyright and other proprietary notices contained in the materials; (b) you may not modify the materials in any way or reproduce or publicly display, perform, distribute, or otherwise use them for any public or commercial purpose; and (c) you must not transfer the materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use.

Linking, crawling and archiving

If you would like to link to this Site, you must comply with the following guidelines:

(a) do not incorporate any content from this Site into your site (e.g., by in-lining, framing or creating other browser or border environments around the website content). You may only link to, not replicate, the Site content;

(b) you may not use any trademarks, logos, designs or service marks of Automotive Credit Corporation or its affiliates in your links;

(c) you may not create the appearance of a relationship or affiliation with Automotive Credit Corporation or its affiliates; and

(d) your site may not contain offensive, distasteful, illegal or inappropriate content.

If you would like to use a web crawler or other search tool to gather information from the Site, you must comply with the provisions of the robots.txt file of the site and you may not circumvent CAPTCHA or other security measures.

Other Conditions/Restrictions

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE SUBMISSION PROCESS, OR OTHERWISE UNDERMINE AUTOMOTIVE CREDIT CORPORATION'S LEGITIMATE BUSINESS OPERATIONS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, AUTOMOTIVE CREDIT CORPORATION RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Trademark Notice

The names and all trademarks and logos of Automotive Credit Corporation and its affiliates displayed on this Site are owned or used under license by Automotive Credit Corporation or its affiliates. The unauthorized use of any trademark displayed on this Site is strictly prohibited.

Changes to the Site

Automotive Credit Corporation and its affiliates reserve the right to change, modify, suspend, discontinue or permanently cancel this Site's operation or portions thereof without any notice to you, including but not limited to product specifications or prices, at any time and from time to time without notice and without incurring any obligations. Your use of this Site after any changes are posted will be considered acceptance of such changes.

Privacy

For an explanation of Automotive Credit Corporation' policies and practices regarding information that we may collect from you in connection with your use of this Site, you should review Automotive Credit Corporation' Privacy Policy the terms of which are incorporated herein. By using this Site, you are agreeing to this Privacy Policy and you will be bound by the terms of such Privacy Policy.

Indemnity and Hold Harmless

By using this Site you agree that you will defend, indemnify and hold harmless Automotive Credit Corporation and its subsidiaries and affiliates, their respective distributors, dealers, dealer associations and advertising and promotions agencies, together with their respective employees, agents, directors, officers and shareholders, from and against all the liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs) arising out of your use of this Site, your breach or alleged breach of these Terms and Conditions, and/or your breach or alleged violation of the patent, copyright, trademark, proprietary or other rights of third parties.

Automotive Credit Corporation reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and, in such case, you shall agree to cooperate with Automotive Credit Corporation' defense of such claim.

Designated Agent for Copyright Notification

If you believe that any content on this Site infringes your copyright rights, please contact Automotive Credit Corporation' designated agent for receiving such notifications in writing as follows:

Designated Agent:

- Lisa M. Soller, Executive Manager, Director of Compliance
- 26261 Evergreen Rd., Ste. 300, Southfield MI 48076
- Email address: lsoller@automotivecredit.com
- Phone number: **248-359-2199**
- Fax: **248-359-3493**

In your communication, please include: (i) Your physical or electronic signature.

(ii) Identification of the copyrighted work you claim to have been infringed, or, if there are multiple copyrighted works, a representative list of such works.

(iii) Identification of the material that you claim to be infringing, and information reasonably sufficient to permit us to locate the material.

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address.

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you or the law.

(vi) A statement that the information your notification is accurate.

If the communication is submitted by someone on your behalf, the communication must also contain a statement that, under penalty of perjury, the submitter is authorized to act on your behalf.

Disclaimer

Automotive Credit Corporation may at any time revise these Terms and Conditions by updating this posting. You are bound by such revisions and should therefore visit this page to review the current Terms and Conditions from time to time. **NOTE THAT THESE TERMS AND CONDITIONS APPLY ONLY TO THIS SITE, OTHER WEBSITES PROVIDED BY AUTOMOTIVE CREDIT CORPORATION OR ITS AFFILIATES MAY HAVE DIFFERENT TERMS AND CONDITIONS THAT APPLY TO THE USE OF THOSE SITES. YOU ARE RESPONSIBLE FOR READING AND UNDERSTANDING THE TERMS AND CONDITIONS OF THOSE SITES.**

This Site and all the information it contains is provided for information purposes only on an "as is" basis and could include technical, typographical or other errors. In certain areas, the information provided may represent an opinion or judgment. Automotive Credit Corporation, information providers and their agents make no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. To the extent permitted by applicable law, Automotive Credit Corporation and its affiliates disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Automotive Credit Corporation and its affiliates are not responsible for the content of any Site linked to this Site and is not directly or indirectly implying any approval, endorsement or affiliation with any linked Site.

YOU AGREE THAT YOUR USE OF THIS SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AUTOMOTIVE CREDIT CORPORATION'S OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS SITE AND YOUR USE THEREOF. AUTOMOTIVE CREDIT CORPORATION, ITS INFORMATION PROVIDERS AND THEIR AGENTS, MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEB SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEB SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEB SITE BY ANY THIRD-PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEB SITE. AUTOMOTIVE CREDIT CORPORATION DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE WEB SITE OR ANY HYPERLINKED WEB SITE OR FEATURED IN ANY BANNER OR OTHER

ADVERTISING, AND AUTOMOTIVE CREDIT CORPORATION WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NEITHER AUTOMOTIVE CREDIT CORPORATION, INFORMATION PROVIDERS OR THEIR AGENTS ARE PROVIDING ANY LEGAL, TAX, MEDICAL, COUNSELING, ACCOUNTING, INVESTMENT, FINANCIAL OR ANY OTHER PROFESSIONAL SERVICES OR ADVICE.

Miscellaneous

These Terms and Conditions supersede all prior or contemporaneous communications, whether electronic, oral or written between you and us with respect to the Site. The Site is operated from Automotive Credit Corporation' offices in the United States of America. These terms and conditions are governed by, and construed in accordance with, the laws of the State of Michigan, regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. If a court determines that any term or condition in these Terms and Conditions is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in force and effect. Automotive Credit Corporation' failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. All lawsuits arising from or relating to these Terms and Conditions shall be brought in the Federal or State courts located in Oakland County, Michigan, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

Effective Date: November 14, 2012