

# CarOffer Terms and Conditions

## User Guidelines and Terms of Use

### Introduction

Welcome to [www.caroffer.com](http://www.caroffer.com)! By viewing the [www.caroffer.com](http://www.caroffer.com) web site or app (the “web site or app”), you are agreeing that you, and each person you allow access to the web site or app, will abide by the terms of the following User Guidelines and Terms of Use, which is summarized here, and set forth in its entirety below. These User Guidelines and Terms of Use are between you and CarOffer, LLC (“We” or the “Company”), and it governs your access to and use of the services, web sites, and applications offered by CarOffer, LLC (the “Service”). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms of Use.

### Summary

1. The web site and app provide vehicle buying service for used vehicle owners and sellers. All content provided on this web site or app may be changed or deleted at any time without any prior notice to you.
2. We make no representations as to accuracy, completeness, currentness, suitability, or validity of any information on this site and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use.
3. Any vehicle or personal information you enter on this web site or app is private and confidential and will only be shared with our affiliates, except as specifically provided in our Privacy Statement found [here](#).
4. By agreeing, you also allow your vehicle information and/or personal information to be given to the next closest, participating dealer in the event that the originally requested dealership did not respond to your vehicle quote request in a timely manner.
5. Please do not attempt to spam, hack, attack, or copy this web site or app.
6. We reserve the right to delete or block your account with or without good reason at our sole discretion.
7. Communications between us via this web site or app shall not be
  - a. Be obscene or otherwise offensive, objectionable, vulgar, abusive, threatening, harassing, sexist or racist.
  - b. Be promotional, off-topic, repetitive, spam, or a solicitation of other goods or services.
  - c. Violate any applicable laws or any other regulation, guideline, or community standard.

## **Terms of Use**

### **1. Your Acceptance**

- a. By using and/or visiting this web site or app, you agree to and accept (1) these user guidelines and terms of use and (2) the privacy statement found here. If you do not agree to any of these terms, or the privacy statement, please do not use the web site or app. The web site or app is operated by the Company through various service providers.

### **2. The web site or app**

- a. These Terms of Use apply to all users of the web site or app.
- b. The web site or app may contain links to third-party website or apps that are not owned or controlled by us. We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web site or apps. In addition, we will not and cannot censor or edit the content of any third-party site. By clicking on links, you expressly release us from any and all liability arising from your use of any third-party site, or from the content of any third-party site.

### **3. General Use of the web site or app - Permissions and Restrictions**

- a. We hereby grant you permission to access and use the web site or app as set forth in these Terms of Use, provided that:
- b. You agree not to alter or modify any part of the web site or app.
- c. You agree not to access web site or app content through any technology or any unauthorized means other than user interaction expressly invited on the web site or app itself.
- d. You agree not to use the web site or app, for any authorized commercial use. Prohibited commercial use includes any of the following actions taken without our express approval:
  - Sale of access to the web site or app or its related services on another web site or app.
  - Use of the web site or app or its related services for the primary purpose of gaining advertising or subscription revenue.
  - The sale of advertising, on the web site or app or any third-party web site or app, targeted to the content of specific user submissions or web site or app content.
  - Any use of the web site or app or its related services that we find, in its sole discretion, to use our resources or user submissions with the effect of competing with or displacing the market for the web site or app content or any products or services featured on the web site or app, or its user submissions.

- e. You agree not to use or launch any automated system, including without limitation, "robots," "bots," "spiders," or "offline readers," that accesses the web site or app in a manner that sends more request messages to the web site or app servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials. We reserve the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information from the web site or app, nor to use the communication systems provided by the web site or app (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the web site or app with respect to their user submissions.
- f. You will otherwise comply with the terms and conditions of these Terms of Use, and all applicable local, national, and international laws and regulations.
- g. We reserve the right to discontinue any aspect of the web site or app at any time.

#### **4. Copyright Policy Infringement Notification**

- a. We will only respond to notices of alleged infringement that comply with the DMCA.
- b. To file a copyright infringement notification with us, you will need to send a written communication (not e-mail or fax) that contains the following:
  - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - Identification of the copyrighted work claimed to have been infringed.
  - Identification of the material on our web site or app that is claimed to be infringing, with information reasonably sufficient to allow us to locate the material.
  - Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted.
  - A statement that the complaining party has a good faith belief that use of the material in the matter complained of is not authorized by the copyright owner, its agent or the law.
  - A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notification should be sent to:

CarOffer, LLC

ATTN: Legal Dept.

2701 E. Plano Pkwy., Suite 100A

Plano, TX 75074

## **5. Limitation of liability**

In no event shall the Company, CarOffer, LLC and its dealers, and its parents, subsidiaries, affiliates, officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from 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 or app, (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 or app, (iv) any bugs, viruses, trojan horses, malware or the like, which may be transmitted to or through our website 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 your use of any content posted, emailed, transmitted, or otherwise made available via the web site or app, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

The web site or app is operated and offered in the United States of America. We make no representations that the web site or app is appropriate or available for use in other locations. Those who access or use the web site or app from other jurisdictions do so at their own volition and are responsible for compliance with local law.

For an offer to be valid, the vehicle condition must match your description and the odometer must be within 250 miles of your stated mileage.

## **6. Indemnity**

You agree to defend, indemnify and hold harmless the Company, CarOffer, LLC and its dealers, and its parent corporation, subsidiaries, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the web site or app; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, trademark, property, publicity or privacy right; or (iv) any claim that one of your user submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the web site or app.

## **7. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Use.

## **8. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

## **9. Legal Disputes**

**Applicable Law.** You agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between you and the Company, except as otherwise stated in these Terms of Use.

**Binding Arbitration.** Any controversy or claim arising out of or relating to these User Guidelines and Terms of Use, including whether a dispute is arbitral hereunder, shall be resolved by submission to binding arbitration. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including, without limitation, contract, tort, common law, statutory, or regulatory duties or liability. Such arbitration shall in all instances be held in Plano, Texas before a single, neutral arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") then in effect, as supplemented or modified by the provisions of this Section. All costs and expenses attributable to the arbitration shall be allocated between CarOffer, LLC

and you in such manner as the arbitrator determines to be appropriate under the circumstances. The Federal Arbitration Act, 9 U.S.C. Secs. 1-15 (the "Arbitration Act"), not state law, shall govern the arbitrability of all disputes hereunder.

**Judicial Forum for Legal Disputes.** Unless you and we agree otherwise, in the event that the Binding Arbitration provision above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt-out of the Terms or a court order, you agree that any claim or dispute that has arisen or may arise between you and the Company must be resolved exclusively by a state or federal court located in Collin County, Texas. You and the Company agree to submit to the personal jurisdiction of the courts located within Collin County, Texas for the purpose of litigating all such claims or disputes.

## **10. Statute of Limitations**

You and the Company both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, User Guidelines, Terms of Use, or Privacy Statement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **11. Notification of Changes to Terms of Use**

Whenever we change our Terms of Use, we will post those changes to this Terms of Use page, and other places we deem appropriate so that our users are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. By continuing to use the service, you agree and accept the changes and agree to the Terms of Use.

## **12. Effective Date**

This statement of the User Guidelines and Terms of Use is effective May 28, 2020 and as updated by us from time to time subject to the notice language contained in the Terms of Use.

Last Updated: 05/28/2020