

**Terms of Use**

**Please read these Terms of Use carefully. Your use of the Site (as defined below) constitutes your agreement to these Terms of Use.**

**1. ACCEPTANCE OF THESE TERMS OF USE**

Your use of this web site, the applications, services, information and other materials available on and through the web site, as well as related mobile applications, (such applications, services, information, other materials, and the web site itself, together with any successor web site and/or applications, shall be referred to collectively as the "Site") is subject to the terms and conditions set forth herein, as well as any other policies, notices, disclaimers, or restrictions posted on the Site (collectively, the "Terms of Use"). PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE SITE, YOU AGREE TO ADHERE TO AND BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE, YOU ARE NOT PERMITTED TO USE THE SITE. By accessing or using the Site, (1) you represent that you have been authorized to use the Site by either: (i) a Dealer Information Owner ("DIO") employed by a dealership (a "Dealer") that has entered into an agreement with American Honda Finance Corporation or American Honda Motor Co., Inc. (collectively, "we" or "us"); (ii) us; or (iii) a party that has an agreement with us, in accordance with the terms of such agreement; (2) you represent that you are an employee or authorized agent of a party described in clause (i), (ii) or (iii) of item (1) above; (3) you represent that you are the user assigned to use the login ID and password that is accessing the Site; (4) you agree to be bound by these Terms of Use; and (5) if you are using the Site on behalf of an organization, you represent and agree that; (i) you are agreeing to these Terms of Use on behalf of such organization, (ii) you are authorized to bind that organization to these Terms of Use; and (iii) "you" as used herein means both you individually as well as the organization on whose behalf you are agreeing to these Terms of Use. Use of the Site is restricted to authorized users. Unauthorized use of the Site including, but not limited to, unauthorized entry into the Site, misuse of passwords, or misuse of any information within the Site is strictly prohibited.

We may make changes to these Terms of Use from time to time, and we may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Site. You can determine when we last changed these Terms of Use by referring to the "LAST UPDATED" legend above. Your access to or use of the Site following changes to these Terms of Use will constitute your acceptance of those changes. Notwithstanding the foregoing, any changes to these Terms of Use shall not apply to any dispute between you and us arising prior to the date of such posting or other notification. We may, at any time, temporarily or permanently modify or discontinue all or part of the Site, with or without notice and/or offer opportunities to some or all users of the Site. You agree that neither we nor any of our affiliates or any of our respective employees, officers, directors, shareholders, agents, representatives, licensors, suppliers and service providers (collectively, the "Released Parties") shall be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any service, content, feature or product offered through the Site.

**2. JURISDICTIONAL ISSUES**

The Site is controlled and/or operated by us from the United States and is not intended to subject us to the laws or jurisdiction of any jurisdiction other than that of the United States. You will not access the Site from outside the United States without the written permission of American Honda Motor Co., Inc. and American Honda Finance Corporation. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

**3. INTELLECTUAL PROPERTY**

We and/or our affiliates, licensors, and suppliers own all worldwide right, title and interest in and to the Site and any applications, services, text, graphics, multimedia content, or other information, data, content or material available on or through the Site and pages within that domain, and all related code, including any modifications, updates, upgrades, copies, derivative works, augmentations or customizations of the foregoing (collectively, "Materials"), including all worldwide intellectual property rights to the same, including

without limitation, all United States, Canadian and worldwide patents, patent applications, copyrights, trademarks, trade secrets, rights of publicity and privacy and other proprietary rights. All rights not expressly granted to you herein are expressly reserved to us and/or our affiliates, licensors and suppliers.

Materials may not be copied, reproduced, distributed or modified, except that subject to your compliance with these Terms of Use and applicable laws and solely for so long as you are permitted by us to access and use the Site, you may print and provide credit applications, financing contracts, disclosures, and other materials as expressly provided on the Site solely for the internal business use of the entity that authorized you to use the Site, provided that you keep intact all copyright and other proprietary notices. Modification of the Materials or use of the Materials for any purpose other than that expressly permitted herein or otherwise on the Site is a violation of copyright and other proprietary rights and the use of any such Materials on any other web site or computer environment is strictly prohibited.

You may submit feedback, suggestions or comments ("Feedback") for the Site. We and/or our licensors may, in our or their sole discretion, decide to incorporate some or all of this Feedback into the Site. Notwithstanding anything to the contrary herein, you hereby assign all of your right, title and interest in any such Feedback to us and our licensors. You will execute such documents as may be deemed reasonably necessary to accomplish the objectives of this Section. You grant us and our licensors a worldwide, perpetual, nonexclusive, sublicensable, royalty-free license to use, reproduce, distribute, transmit, disclose, display, modify and create derivative works of any Feedback, subject to our compliance with applicable law and/or the applicable agreement(s) with the party that authorized you to use the Site.

Our trade names, trademarks and service marks include without limitation American Honda Motor Co., Inc., American Honda Finance Corporation, Honda Financial Services, Acura Financial Services, iDeal, iContracting and any associated logos. All trademarks and service marks on the Site not owned by us are the property of their respective owners. You may not use our trade names, trademarks or service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any license or right to use any trade name, trademarks or service marks without the express prior written consent of the owner. We and our licensors will aggressively enforce our intellectual property rights to the full extent of the law. Sound, graphics, charts, information, or images of places or people are either our property or used on the Site with permission. Your use of any of these materials is prohibited unless specifically provided for on the Site. Any unauthorized use of these materials may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy, and publicity rights.

#### **4. THIRD PARTY SITES**

Although the Site may be linked to other sites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless otherwise specifically stated by us. We are not responsible for the content or availability of any linked site. Your linking to any such site is at your own risk and is subject to the terms and conditions of use applicable to such site. We shall have the right, at any time and in our sole discretion, to block links to the Site through technological or other means without prior notice.

#### **5. USER REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. You represent, warrant and covenant that:
  - a. You will comply at all times with all applicable federal, state, provincial and local laws, rules and regulations in your use of the Site and/or your use or disclosure of any data, information or materials you submit to or receive through the Site;
  - b. You will not use the Site for any purpose which is improper, unlawful, abusive, harassing, libelous, defamatory, obscene or threatening; or which otherwise violates the legal rights of others (including others' privacy rights or rights of publicity); or which violates these Terms of Use;
  - c. You will not use the Site to harvest or collect personally identifiable information about other users of the Site;
  - d. You will not impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site, or express or imply that we endorse any statement or posting you make;

- e. You will not use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent;
  - f. You will not use the Site to obtain the pay-off amount on any financial institution's customer's lease, loan or balloon account unless you have first received an express authorization from such customer to do so;
  - g. You will not, nor will you permit any other person, corporation or entity to: (i) create, attempt to create, or grant permission or access to the source program and/or object program or code associated with any software component of the Site; (ii) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Site or any part of the Site to any third party or directly or indirectly permit any third party to use the Site; (iii) reproduce, duplicate, copy, sell, resell or otherwise exploit for any purposes any portion of, use of, or access to the Site; (iv) modify, adapt, translate, reverse engineer, decompile or disassemble any software or other component of the Site or any report or document generated therefrom; (v) modify, alter or delete any of the copyright or other proprietary rights notice embedded in or affixed to the Site or to material originating from the Site; or (vi) export any application provided hereunder or any portion of the Site, or access the Site from outside the United States; (vii) frame or mirror any part of the Site without our express prior written consent; or (viii) create a database by systematically downloading and storing any or all Site content;
  - h. Any transmission of data from your computer equipment or system to us will be free from: (i) intentionally injurious instructions (e.g. "viruses") that are designed to modify, damage, hijack, delete or disable the Site or any applications thereon or to monitor the use of any hardware, software or equipment; (ii) any hidden passwords that permit unauthorized access to the Site, or (iii) any embedded code that could trigger, shut down or disable the Site;
  - i. You will not interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available or violate any requirements, procedures, policies or regulations of such networks;
  - j. You will not restrict or inhibit any other person from using the Site (including by hijacking or defacing any portion of the Site);
  - k. You have obtained all necessary licenses, releases and consents to grant the rights set forth herein;
  - l. You shall have all regulatory approvals, authorizations, licenses, permits, and other permissions, consents and authorities whatsoever needed to use the Site and perform your obligations hereunder; and
  - m. You will comply with the security measures set forth below under the heading "SECURITY".
2. If you are using the Site as an authorized user of a Dealer, you further represent, warrant and covenant that:
- a. Except for the credit applications, contracts and disclosures, vehicle payoff information, credit bureau reports and notices relating thereto that are specifically designated as available to consumers, you will not show or display to any unauthorized person (including any customer), in printed form or in any other manner, any information on or related to the Site;
  - b. You will advise each credit applicant of the name and address of the financial institution(s) to whom the applicant's credit application will be submitted prior to actual submission of their credit application through the Site; and
  - c. As required by applicable law, you will either: (i) read verbatim; or (ii) provide a printed copy of all credit application disclosures and/or notices set forth on the Site to each applicant and obtain each applicant's consent to the terms in such disclosures and/or notices prior to submission of their application to any financial institution(s).

You also acknowledge and agree that you (and not we) are responsible for obtaining, maintaining and paying for all telecommunications, networking and computer hardware, equipment and services needed to access and use the Site.

## 6. INTEGRATION

We may, from time to time, provide integration ("**Integration**") between certain functionality available via the Site and certain dealer management systems or other third party systems or applications utilized by Dealer

("Third Party System"). We may provide such Integration to Dealer with or without the knowledge, cooperation or consent of the Third Party System provider. Dealer represents and warrants that Dealer has all necessary rights, licenses, permissions and authority to provide us with access to the Dealer's Third Party System and the Dealer IT (as defined below). Dealer hereby grants us and our affiliates a worldwide, nonexclusive, perpetual, irrevocable, royalty-free license to store, use, reproduce, display, distribute, transmit, modify and create derivative works of the content, data and other information that Dealer transmits and/or receives via the Site, including the data extracted from the Third Party System, and to authorize others to exercise the foregoing rights. Notwithstanding the foregoing, we will not disclose or use identifiable nonpublic personal information contained in such data other than as permitted by applicable law..

Dealer hereby grants us, for the purpose of providing Integration (where available) permission to access, and to permit third parties authorized by us (each such third party, an "Authorized Party") to access, Dealer's Third Party System, to extract data from the Third Party System; to transmit such data to the Site; and to transmit data from the Site to the Third Party System, if applicable. In furtherance but not in limitation of the foregoing, Dealer consents to any and all of the following: (i) the installation of hardware connectors, software connectors and/or other custom programs on the Dealer's local area network (LAN) and/or computer workstations (collectively, the "Dealer IT") by Dealertrack or an Authorized Party and (ii) the installation and use of passwords to access the Third Party System by us or an Authorized Party. Dealer consents to provide us and Authorized Parties with all necessary access to the Dealer IT, along with all passwords and other information (confidential or otherwise) deemed reasonably necessary by us to provide the Integration. Dealer agrees that we may, in our sole discretion: (i) substitute one form of Integration for another or (ii) immediately discontinue providing Integration or any part thereof if we no longer have the right or ability to provide such Integration for any reason.

Dealer is responsible for any additional costs associated with our provision of the Integration, including without limitation any costs charged by Third Party System providers.

## **7. NO WARRANTIES**

You acknowledge that there are certain security, corruption, transmission error and access availability risks with using open networks such as the Internet and you expressly assume such risks.

Although the specifications, features, illustrations, equipment and other information contained in or made available through the Site are based upon up-to-date information, and while we make all reasonable efforts to ensure that all material on this Site is correct, accuracy cannot be guaranteed and neither we nor our third party providers, make any warranties or representations as to its accuracy. This Site and Materials are provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND ANY SITE-RELATED SERVICES OR INFORMATION OR MATERIALS. IN ADDITION, NEITHER WE NOR OUR THIRD PARTY PROVIDERS WARRANT THAT THE FUNCTIONS ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN OR ON THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Applicable law may not allow for limitations on certain implied warranties. Solely to the extent that such law applies to you, some or all of the above disclaimers may not apply to you, and you may have additional rights.

## **8. NO RENDERING OF LEGAL ADVICE**

IN NO WAY DOES ANY DATA, INFORMATION, CONTENT OR MATERIAL PROVIDED THROUGH THE SITE (INCLUDING WITHOUT LIMITATION, ANY CONTRACTS, APPLICATIONS, DISCLAIMERS AND MENUS) CONSTITUTE LEGAL ADVICE.

## **9. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK AND THAT NONE OF THE RELEASED PARTIES SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL,

CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THE SITE, UNDER ANY THEORY OF LIABILITY, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE

Applicable law may not allow for certain exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above exclusions or limitations may not apply to you, and you may have additional rights.

#### **10. INDEMNITY**

You agree to indemnify, defend and hold the Released Parties harmless from, and against, all claims, demands, losses, costs and expenses (including reasonable attorneys' fees) arising out of: (a) your use of, or activities in connection with, the Site; or (b) your violation or alleged violation of these Terms of Use. This provision shall survive the expiration or termination of these Terms of Use and any applicable agreement between us and the party that authorized you to use the Site.

#### **11. SECURITY**

**USE OF THE SITE IS RESTRICTED TO AUTHORIZED USERS. UNAUTHORIZED USE OF THE SITE INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ENTRY INTO THE SITE, MISUSE OF PASSWORDS, OR MISUSE OF ANY INFORMATION WITHIN THE SITE IS STRICTLY PROHIBITED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU HEREBY ACKNOWLEDGE AND AGREE THAT IT IS A VIOLATION OF THESE TERMS OF USE TO LOG ONTO THE SITE WITH A LOGIN ID AND PASSWORD THAT WAS NOT ASSIGNED TO YOU PERSONALLY. YOU AGREE TO KEEP YOUR LOGIN ID CONFIDENTIAL AND TO IMMEDIATELY NOTIFY US IF YOU LEARN THAT THE SECURITY OF YOUR LOGIN ID AND/OR PASSWORD HAVE BEEN COMPROMISED AND/OR IF YOU SUSPECT THAT ANYONE OTHER THAN YOURSELF HAS ACCESSED THE SITE WITH YOUR LOGIN ID AND PASSWORD. YOU ARE RESPONSIBLE FOR ANY USE OR MISUSE OF YOUR USER NAME OR PASSWORD.**

**You agree not to use any functions on the Site which you are not authorized to use. Without limiting the generality of the foregoing, you agree not to use the Site to obtain or use credit bureau reports in any manner that would violate applicable federal, state or local laws. You agree to access and/or enter information on the Site only with respect to the entity by which you are employed and not to access any other entity's information.**

#### **12. MODIFICATION OR TERMINATION OF THE SITE**

We reserve the right in our sole discretion to make changes at any time, without notice or liability to you or any other person, to any of the Materials, functionality or information contained on or available through the Site, including but not limited to automobile colors, specifications, accessories, models, materials or other product or service features.

We may, from time to time, introduce new Materials to the Site or modify or delete existing Materials. By using new Materials, such as new services, you agree to be bound by the rules concerning such Materials.

#### **13. GOVERNING LAW AND JURISDICTION**

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of California, without giving effect to any principles of conflicts of laws. You agree that any legal lawsuit or other action brought by us, you or any third party to enforce these Terms of Use, or in connection with any matters related to the Site, shall be subject only to the jurisdiction of the state or federal courts located in Los Angeles County, California, and you hereby expressly waive any challenge to the jurisdiction or venue of such courts.

#### **14. TERMINATION**

These Terms of Use are effective until terminated. We, in our sole discretion, may terminate your access to or use of the Site at any time and for any reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice and that we may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that the Released Parties shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 1-5, 7, 9-10, 13-15, 17 and 18 shall survive any expiration or termination of these Terms of Use.

#### **15. THIRD PARTY BENEFICIARIES**

You acknowledge and agree that each Released Party is an intended third party beneficiary to these Terms of Use.

#### **16. EXPORT CONTROL**

You represent and warrant that: (a) you are not located in a country that is subject to a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and (b) you are not listed on any United States Government list of prohibited or restricted parties. You may not export any services or software available on or through the Site except as authorized by United States law.

#### **17. MISCELLANEOUS**

These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms of Use without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. The term "including" as used herein means "including without limitation." This, together with all policies referred to herein, is the entire agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in our discretion. Without limitation, you agree that a printed version of these Terms of Use and of any notice given hereunder in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failures to fulfill any obligations due to causes beyond our control.

#### **18. ADDITIONAL TERMS APPLICABLE TO USE OF CREDIT BUREAU SERVICES**

The following terms shall apply to your use of the credit bureau service, if any:

1. You represent, warrant and covenant that:
  - a. You will not obtain or use credit bureau information for any purpose that is improper or that violates the Terms of Use or any applicable federal, state or local law, rule or regulation;
  - b. You will comply with all applicable federal, state and local laws relating to your acquisition and use of credit bureau information and other and other personally identifiable financial

information, including, without limitation, the Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996, 15 U.S.C § 1681 ("FCRA"), and Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 - 6810 and its implementing regulations wherever promulgated;

- c. With respect to California consumers, you shall comply with all applicable provisions of the California Consumer Credit Reporting Agencies Act, Cal. Civ Code §§ 1785.1 et seq., as amended, and hereby certify that (i) you are using the credit bureau application in connection with your employment by a "retail seller" as that term is define in Cal. Civ. Code § 1802.3 that issues credit to consumers who appear in person on the basis of applications submitted in person, (ii) prior to requesting a consumer report through the Site, you have inspected the applicant's photo identification; (iii) you will only use the appropriate code number designated by the applicable credit reporting agency for accessing consumer reports for California consumers, (iv) if the address on the consumer credit report does not match the address on the application, you will take reasonable steps to verify the accuracy of the consumer's address, and either communicate with the consumer by telephone or in writing to confirm that the credit transaction is not the result of identity theft; and (v) if you receive a consumer credit report with a clearly identifiable notification, consisting of more than a tradeline, that information in the report has been blocked as the result of identity theft, you will not extend credit without taking reasonable steps to verify the consumer's identity and to confirm that the credit transaction is not the result of identity theft. This clause does not limit or otherwise restrict your duty to comply with clause (b) above;
- d. With respect to Vermont consumers, you agree to comply with 9 Vermont Stat. Ann. §§ 2480e and 2480g, and expressly agree to obtain the consumer's consent before requesting a consumer report through the Site to the extent and in the manner required by Vermont law. This clause does not limit or otherwise restrict your duty to comply with clause (b) above;
- e. You will make inquiries and use any consumer reports you receive only for the following purpose and no other purpose:

**In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer: THE Fair Credit Reporting Act PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH; and**

- f. You shall use each consumer report only for a one-time use and will hold in strict confidence each consumer report you receive and not distribute a copy to any other party, except as required or permitted by any law or other lawful order.
2. You acknowledge that you (and not the Released Parties) are responsible for obtaining, maintaining and complying with any agreements between you and any credit bureau reporting agency from which you retrieve credit reports via the Site. You will indemnify, defend and hold the Released Parties harmless from, and against all costs and expenses incurred in any claim or action brought by a party to any such agreement relating to any alleged wrongful act or omission by you.