

# Terms of Use

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The foregoing provisions of Section 2 are for the benefit of CARFAX, its subsidiaries, affiliates, and its third party content providers and licensors, if any, and each shall have the right to

assert and enforce such provisions directly or on its own behalf.

Illegal and/or unauthorized uses of the Site, including, without limitation, any activities or use of the Site that are fraudulent or otherwise objectionable or inappropriate, or violate (i) these Terms of Use, (ii) the rights of CARFAX, any affiliate or licensor, or any other third party, or (iii) any law or regulation, will be investigated. CARFAX may take any legal action, as it deems appropriate and necessary, including, without limitation, civil and criminal proceedings, and proceedings for restraining orders and injunctions. You agree that monetary damages may not provide a sufficient remedy and you consent to injunctive or other equitable relief for such violations without the requirement that CARFAX post a bond.

**3. Disclaimer of Warranty; Limitation of Liability.**

**YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK.**

NEITHER CARFAX, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE, OR MATERIALS PROVIDED THROUGH THE SITE. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW.

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**4. Indemnification.**

You agree to defend, indemnify, and hold harmless CARFAX and its affiliates and their respective directors, officers, employees, and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of (i) your use of the Site or any information you obtain from the Site or its reports (ii) any distribution, publication, refusal to publish, deletion, editing or other use of the content you provide, and/or (iii) your breach of these Terms of Use.

**5. Trademarks.**

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**7. Viruses.**

CARFAX also assumes no responsibility, and shall not be liable for, any damages to, or

viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.

**8. Export Control.**

Software and other materials from this Site may also be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from this Site may be downloaded or exported (1) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (2) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. CARFAX does not authorize the downloading or exportation of any software or technical data from this Site to any jurisdiction prohibited by the United States Export Laws.

**9. Business Associates.**

The business associates of CARFAX identified on the Site, if any, are independent contractors of CARFAX. The business associates are not joint ventures or partners of CARFAX. No employee or representative of the business associates is under the control of CARFAX.

**10. Changed Terms.**

CARFAX has the right at any time to change or modify the Terms of Use applicable to use of the Site, or any part thereof, or to impose new conditions, including, without limitation, adding fees and charges for use. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the Site, or by electronic or conventional mail, or by any other means. Any use of the Site by you after such notice shall be deemed to constitute acceptance of such changes, modifications, additions, or deletions.

**11. Dispute Resolution;**

Class Action Waiver; Governing Law; Jurisdiction and Venue

- a. **MANDATORY BINDING INDIVIDUAL ARBITRATION INSTEAD OF COURT; CLASS ACTION WAIVER. With respect to any claim, controversy, dispute, action, cause of action, issue, or request for relief arising out of or relating in any way to CARFAX products or services, or from any advertising for any such products or services, including any question regarding the existence, validity, or termination of any agreement, including without limitation, these CARFAX Terms of Use, as well as any issue regarding the interpretation of this Section 11 (a "Dispute"), you and CARFAX agree as follows:**

- i. You and CARFAX both agree that any Dispute will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if the claims qualify and CARFAX may pursue a collection action against you in court. You and CARFAX agree to give up any right to litigate a Dispute in a court or before a jury or to participate in a class action or representative action with respect to a Dispute. This also includes any claims that arose before you accepted these Terms of Use, regardless of whether prior versions of the CARFAX Terms of Use required arbitration. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) and federal arbitration law apply to this Section 11(a).
- ii. **You and CARFAX agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, representative,**

**consolidated or mass action.** You shall not join or consolidate claims or arbitrate or otherwise participate in any claim as a class representative, class member or in a private attorney general capacity. If this provision is found to be unenforceable, then the entirety of this Section 11(a) shall be null and void.

- iii. If you have a Dispute and elect to seek arbitration or file in small claims court, you must first send to CARFAX, by certified mail, a written notice of the Dispute that (a) describes the nature and basis of the Dispute; (b) sets forth the specific relief sought and (c) includes a physical address and email address where you may be reached ("Notice"). The Notice must be addressed to: General Counsel, CARFAX, Inc., 5860 Trinity Parkway, Suite 600, Centreville, VA 20120 ("Notice Address"). If CARFAX and you do not reach an agreement to resolve the Dispute within 60 days after the Notice is received, you or CARFAX may commence an arbitration proceeding or file in small claims court.
  - iv. The arbitration will be governed by the AAA's then current Commercial Arbitration Rules, as modified by these Terms of Use, and will be administered by the AAA. In the event of any conflict between these Terms of Use and the AAA Commercial Arbitration Rules, the terms of these Terms of Use will apply. If the value of the claims is less than or equal to \$50,000, the Dispute will be heard by a sole arbitrator, appointed in accordance with the AAA Commercial Arbitration Rules. If the value of the claims is greater than \$50,000, the Dispute will be heard by a panel of three arbitrators, with each party appointing an arbitrator and the party-appointed arbitrators selecting a third arbitrator to serve as the chairperson. Any hearing shall take place in Washington, D.C.
  - v. The arbitrator(s) shall apply the law specified in Section 11(b) of these Terms of Use. The arbitrator(s) can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief), and must follow the terms of these Terms of Use as a court would. Except for any relief required by statute, the arbitrator(s) may not award relief in excess of or contrary to what these Terms of Use provide or order consolidation or arbitration on a class wide or representative basis.
  - vi. Any arbitration will be confidential. Neither you, CARFAX, the AAA nor the arbitrator(s) may disclose the existence, content (including any oral or written submissions) or results of any arbitration, except as may be required by law or for purposes of enforcing or challenging the arbitration award.
  - vii. Judgment on any arbitration award may be entered in any court having proper jurisdiction. You and CARFAX agree that arbitration is final and binding and subject to only very limited review by a court. You and CARFAX waive the right to any form of appeal, review or recourse to any court or other judicial authority.
- b. **Governing Law.** By using this Site, you agree that the Federal Arbitration Act, applicable federal law, and laws of the Commonwealth of Virginia, without regard to its conflict of laws rules, including, but not limited to, the Uniform Computer Information Transactions Act ("UCITA"), will govern these Terms of Use, as well as any Dispute that might arise between you and CARFAX.
- c. **Jurisdiction and Venue.** If for any reason a Dispute proceeds in court rather than in arbitration or small claims court, each party waives any right to a jury trial and agrees

that any such proceeding shall be conducted only on an individual basis and not in a class, representative, consolidated or mass action. Under such circumstances, except for a collection action by CARFAX, you and CARFAX agree that the jurisdiction and venue shall be vested exclusively in the state courts in Fairfax County, Virginia, or the U.S. District Court for the Eastern District of Virginia, Alexandria Division. If any part of this Section 11(c) is found to be unenforceable, the remainder of Section 11 and this Section 11(c) shall still be given full force and effect.

## **12. Miscellaneous.**

These terms of use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import

### **Digital Millennium Copyright Act Notice**

It is the policy of CARFAX, Inc. ("CARFAX") to respect the intellectual property of others. If you are alleging that material available on or through a CARFAX website infringes upon your copyright, please submit a written notification pursuant to the Digital Millennium Copyright Act ("DMCA"). The notice must include the following to be effective:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit CARFAX to locate the material;
4. Information reasonably sufficient to permit CARFAX to contact you, such as an address, telephone number, and, if available, an email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

In the event that CARFAX removes material from a CARFAX website (or access to the material is disabled) and you believe that such material is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law, please submit a written counter notification pursuant to the DMCA. The counter notification must include the following to be effective:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and

4. Your name, address, telephone number, and, if available, an email address, and a statement that you consent to the jurisdiction of the U.S. District Court for the Eastern District of Virginia, Alexandria Division, and that you will accept service of process from the person who provided notification of the alleged infringement.

All written notices should be sent to the following:

**CARFAX, Inc.**

Attn: General Counsel  
5860 Trinity Parkway, Suite 600  
Centreville, VA 20120

**Phone:** (703) 934-2664

**Email:** [carfaxlegal@carfax.com](mailto:carfaxlegal@carfax.com)

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June 20, 2016