

Terms and Conditions of Use of the Finance Express Dealer Enrollment Agreement

These Terms and Conditions of Use as they exist and as amended from time to time are part of the Dealer Enrollment Agreement entered into between Dealer and Finance Express.

1. COMPUTER EQUIPMENT; BROWSER; AND SOFTWARE.

1.1 Installation, Maintenance and Operation of Equipment. Dealer shall be, and hereby is responsible for satisfying the Finance Express System requirements (which are provided on the Finance Express Website, www.financeexpress.com), which Finance Express may change from time to time. Dealer shall obtain, install, maintain and operate all computer equipment in accordance with such requirements as (i) provided by equipment manufacturers, and (ii) any other documentation provided to Dealer. Dealer shall use a reputable antivirus software program on Dealer's equipment and Dealer shall update such antivirus software periodically in accordance with a commercially reasonable schedule.

1.2 Browser Access. Dealer shall obtain the required browser which supports 128-bit encryption as specified on the Finance Express Website, which browser requirement Finance Express may change from time to time. By utilizing the required encrypted browser, each of Dealer's Users (defined below) may access the Finance Express System via the Internet. None of Dealer's Users will access the Finance Express System via any browser from outside the United States. Dealer's use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to this Agreement. To utilize a browser to access the Finance Express System via the Internet, Dealer shall obtain Internet services via the Internet service provider of Dealer's choice. Dealer is solely responsible for any and all fees imposed by such Internet service provider and any communications service provider charges associated therewith. There are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and Dealer shall, and hereby does, assume such risks (to the extent the law allows Dealer to do so). Dealer has requested access to the Finance Express System for Dealer's convenience. Dealer has made Dealer's own independent assessment of the adequacy of the Internet as a delivery system for accessing information and initiating instructions, and is satisfied therewith.

2. ACCESS TO THE FINANCE EXPRESS SYSTEM.

2.1 Appointment and Responsibilities of Dealer's System Administrator. To obtain access to the Finance Express System, Dealer shall designate a person to act as Dealer's initial "System Administrator." Dealer's initial System Administrator can appoint additional Dealer personnel to act as a System Administrator(s) for Dealer and can designate the level of access of each such additional System Administrator. The System Administrator(s) will be the only persons(s) authorized to (i) grant and revoke access to the Finance Express System for any other of Dealer's personnel (each referred to herein as a "User," which also includes Dealer's System Administrator(s)), and (ii) designate the level of access that each User shall have to the Finance Express System. Finance Express is not responsible for, and Dealer through Dealer's System Administrator(s) is solely responsible for: (i) monitoring and controlling each User's access to and use of the Finance Express System in accordance with this Agreement; (ii) ensuring that there is no unauthorized access to the Finance Express System or use for illegal or improper purpose; (iii) and managing securely the User list and removing inactive Users from the system as appropriate (for example but not limited to when such persons are no longer employed by Dealer or are suspected of improper use). In addition, Dealer's System Administrator(s) and each of Dealer's Users shall be solely responsible for preserving the confidentiality of each of their Passwords and will immediately notify Finance Express of any known or suspected unauthorized use of a Password, unauthorized access of the Finance Express System or known or suspected improper use of the Finance Express System. All duties, obligations, actions or failures to act by the Dealer's System Administrator or Users are, (for the sole purpose of this agreement between Dealer and Finance Express) deemed to be those of an authorized employee or agent of Dealer. As to Finance Express, Dealer is strictly liable for all of Dealer's System Administrator's or User's actions or failure to act whether or not such actions or failures to act are beyond the scope of or outside of said employment or agency relationship.

2.2 Password. The "Password" is a unique identification code granting each User access to the Finance Express System. The first time that a new User logs onto the Finance Express System, the User shall be required to input a Password. Finance Express may, at the option of Finance Express, change the password parameters without prior notice to any User, and, if Finance Express does so, each User shall be required to change his or her Password the next time such User uses the Finance Express System.

2.3 Data Storage and Data Access. Finance Express will store the data Dealer enters for each applicant for a period of not less than twenty-six (26) months. Such data may be stored in either an immediately accessible form or it will be archived and will be accessible only upon written request to Finance Express. Finance Express will retrieve the data within a commercially reasonable period of time. The data Dealer enters for each applicant remains Dealer's property and Finance Express will store it on Dealer's behalf and for Dealer's convenience. Currently, Finance Express does not charge for data storage or for access to the stored data. Finance Express may change this policy from time to time upon written notice to Dealer using the Finance Express Website. In accordance with the provisions of Section 15 below, Finance Express shall not be and is not responsible for the loss or corruption of data stored or archived by Finance Express.

2.4 Safeguarding Nonpublic Personal Information. Neither Dealer nor Finance Express shall use or disclose to any third party any "Nonpublic Personal Information" (defined below) received from Dealer or Finance Express or through the performance of this Agreement or through the Finance Express system, except as necessary to perform the services contemplated by this Agreement. For purposes of this subsection, the term "Nonpublic Personal Information" shall have the meaning set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809), as amended, and implementing regulations thereof. Dealer and Finance Express will, at all times, each maintain their own respective security measures consistent with the objectives of the Federal Trade Commission's Standards for Safeguarding Customer Information, as set forth in 16 CFR Part 314. Dealer and Finance Express shall ensure that affiliates and third parties with access to Nonpublic Personal Information received from Dealer, Finance Express or through the performance of this Agreement or through the Finance Express system, also maintain similar policies, procedures and practices for safeguarding such information. The provisions of this Section 2.4 shall survive the termination or expiration of this Agreement.

3. NEW SERVICES. From time to time Finance Express may introduce new services to the Finance Express System or modify or delete existing services. Finance Express will notify Dealer of changes to services. By using new or modified services when they become available, Dealer and its Users shall be obligated by the rules regulating these services. Copies of such rules will be made available to Dealer upon Dealer's request or will be sent to Dealer if Finance Express is required by law to provide Dealer with such rules automatically.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS. Dealer represents, warrants and covenants to Finance Express that:

- (a) If Dealer is a corporation, or other business entity, the Dealer is duly organized, validly existing and in good standing under the laws of the state of Dealer's incorporation or organization.
- (b) Dealer is duly licensed or qualified, in good standing, and authorized to do business in all jurisdictions where the nature of Dealer's activities makes such licensing or qualification necessary.
- (c) Dealer has the power and authority to (i) own Dealer's properties and assets, (ii) engage in and transact the business in which Dealer presently engages and proposes to engage pursuant to this Agreement, and (iii) enter into this Agreement and do all things necessary to the proper performance of this Agreement.
- (d) The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or other required action, as applicable, on behalf of Dealer.
- (e) This Agreement constitutes a legal, valid and binding obligation of Dealer, enforceable against Dealer in accordance with its terms. (f) Dealer is not required to obtain the consent of any other person, or any consent, license, approval or authorization, registration or declaration from any governmental authority, bureau or agency in connection with the execution, delivery or performance of this Agreement.
- (g) Dealer shall maintain a copy of a legally compliant credit application signed by the consumer for a minimum of twenty six months from the date Dealer processes an application through the Finance Express System, and if Dealer notifies the Finance Express System that the consumer has accepted a loan from a lending source not residing on the Finance Express System, Dealer shall maintain records that prove such consumer's acceptance of such a loan for a minimum of twenty five months from the date Dealer notified the Finance Express System of such an acceptance.

Dealer, on Dealer's behalf and on behalf of each of Dealer's Users, represent, warrants and covenants to Finance Express as follows:

- (h) Dealer shall comply at all times with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Federal Truth in Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act, so called "fair lending rules", the Gramm-Leach- Bliley Act and other applicable federal, state and local laws, rules and regulations.
- (i) Except for the credit application and the disclosures and notices relating thereto, Dealer shall not disclose to any of Dealer's customers, in printed form or in any other manner, any information on or related to the Finance Express System.
- (j) In accordance with the Equal Credit Opportunity Act and Regulation B, Dealer will advise each credit applicant of the name and address of the financial institution(s) to which such applicant's credit application will be submitted prior to actual transmission of his or her credit application through the Finance Express System.

- (k) Dealer shall provide a printed copy of all credit application disclosures and/or notices set forth on the Finance Express System to each applicant and obtain each applicant's written consent to the terms in such disclosures and/or notices prior to submission of his or her application to any financial institution(s).
- (l) Dealer and its Users shall not use the Finance Express System or any information obtained from the Finance Express System or through the services provided or available pursuant to this Agreement for any purpose which is improper or which violates this Agreement or any applicable federal, state or local law, rule or regulation.
- (m) Dealer and its Users shall not use the Finance Express System to obtain the pay-off amount on any financial institution's customer's lease, loan or balloon loan account, unless Dealer has first received an express written authorization from such customer to do so.
- (n) Dealer shall not nor shall Dealer permit any other person, corporation or entity, without Finance Express prior written permission, to (i) copy or duplicate the Finance Express System, or any part thereof; (ii) create the source program and/or object program or code associated with any software component of the Finance Express System; (iii) decompile, disassemble, or reverse engineer any software component of the Finance Express System; or (iv) modify, alter, or delete any of the copyright notices embedded in or affixed to the copies of any components of the Finance Express System.
- (o) Any transmission of data from any of Dealer's computer equipment through the Finance Express System shall be free from (i) injurious instructions (e.g. "viruses") designed to modify, damage, delete, or disable the Finance Express System, or (ii) any hidden passwords that permit unauthorized access to the data or the Finance Express System by Dealer or any third party.
- (p) Any data transmitted by Dealer or its Users shall contain no embedded code that could trigger, shut down, or disable the Finance Express System upon the occurrence of any event or time related event.
- (q) Dealer and its Users shall not use any electronic communication feature of the Finance Express System for any purpose that is unlawful, improper, offensive, abusive, harassing, libelous, defamatory, obscene or threatening.

5. CONFIDENTIALITY. Dealer and Dealer's parent, subsidiaries, affiliates, agents and employees, including, but not limited to, all Users, shall keep confidential any and all proprietary information of Finance Express acquired in connection with this Agreement and not publish or disclose in any manner whatsoever such proprietary information to any other person. Any proprietary information of Finance Express shall remain Finance Express property and shall not in any manner be deemed licensed or transferred to Dealer or any other party. Dealer agrees that any proprietary information supplied to Dealer and/or Dealer's parent, subsidiary, affiliate, agent or employees, including, but not limited to, Users, by Finance Express or any person or entity under this Agreement or acquired by the activities contemplated by this Agreement shall, at Finance Express request, shall be returned to Finance Express upon the termination of this Agreement. Dealer agrees that Finance Express will suffer irreparable injury in the event of breach by Dealer of this obligation of confidentiality, a remedy at law for such breach is inadequate and, in addition to any money damages for any such breach, Finance Express shall be entitled to temporary and permanent injunctive relief, without the necessity of proving damages and without being required to post bond as a condition of such relief. This provision shall survive the termination or expiration of the term of this Agreement.

6. INDEMNIFICATION. In addition to any other rights or remedies contained herein, Dealer shall defend, indemnify, and hold Finance Express harmless, and Finance Express affiliates, agents, directors and employees from and against any and all losses, liabilities, claims, counterclaims, damages, costs, or expenses (including reasonable attorneys' fees and court costs), whether asserted in a judicial, arbitration or administrative proceeding, resulting from: (i) Dealer's breach of any of the terms of this Agreement; (ii) Dealer or any of its User's respective negligence, omission, or misconduct in connection with the performance of any other obligations under this Agreement; (iii) Dealer's or any of its User's violation of any applicable federal, state or local laws, rules, or regulations, or (iv) Dealer's or any of its User's violation of any third party's rights, including but not limited to infringement of any copyright, violation of proprietary right and invasion of any privacy rights. In no event shall Finance Express be liable to Dealer or any other person or entity with respect to any liability, loss, or damage of any kind whatsoever (including, but not limited to, lost profits) caused or alleged to be caused, directly or indirectly, in connection with Dealer's or any other person's access to or use of the Finance Express System, including, without limitation, any use of User Passwords by any person. For the avoidance of doubt, Finance Express shall have no responsibility for (i) validating access to the Finance Express System for any User; (ii) determining the level of access a User shall have to the Finance Express System; or (iii) reviewing or monitoring the use of any User's Password by any person.

In connection with one or more of the services to be provided by Finance Express, as described herein, certain documents may be made available in downloadable form by Finance Express for use by Dealer. It is acknowledged that these documents have been prepared and provided by either Finance Express or third parties and that Finance Express is providing access to such documents purely as a convenience to Dealer. Finance Express makes no representations that any of such documents are suitable for any particular use in connection with Dealer business. Dealer agrees that it has the sole responsibility to evaluate the suitability, accuracy and completeness of any such document for any specific situation. Dealer agrees to indemnify and hold Finance Express harmless from any and all claims of any kind relating to the use in any way by Dealer of the documents referred herein.

The provisions of this Section 6 shall survive the termination or expiration of the term of this Agreement.

7. **OTHER AGREEMENTS.** In addition to this Agreement, Dealer shall be obligated by and comply with such other written requirements as Finance Express may furnish to Dealer in connection with either the Finance Express System or products that may be accessed via the Finance Express System, Finance Express rules and regulations, and applicable state and federal laws and regulations. Finance Express shall also be obligated by them.

8. **ALTERATIONS AND AMENDMENTS.** This Agreement and other documentation and requirements associated with the Finance Express System may be altered or amended by Finance Express. In such event, Finance Express shall send notice to Dealer via the Finance Express System or such other address as may appear on Finance Express records, if Finance Express is required to do so by applicable law. Any use of the Finance Express System by Dealer or User after Dealer is given notice of such change will constitute Dealer's agreement to the change.

9. **ASSIGNMENT.** Finance Express may assign this Agreement. Finance Express may also assign or delegate certain of Finance Express rights and responsibilities under this Agreement to independent contractors or other third parties. Dealer may not assign or delegate this Agreement or any of Dealer's rights, responsibilities, or obligations under this Agreement, without Finance Express prior written consent, which Finance Express may withhold in Finance Express sole discretion.

10. **DATA RECORDING.** The information and e-mail messages Dealer or any of Dealer's Users enter on the Finance Express System may be recorded. By using the Finance Express System, Dealer on behalf of itself and each of Dealer's Users consents to such recording.

11. **RECORDS.** Finance Express records, kept in the regular course of business, shall be presumed to specify accurately the contents of Dealer's instructions to Finance Express and to the Finance Express System and, in the absence of a material error, shall be obligating and conclusive.

12. **COPYRIGHT NOTICES.** The works of authorship contained in the Finance Express Website, including, but not limited to, all design, text, sound recordings and images, are owned, except as otherwise expressly specified, by Finance Express. Except as otherwise expressly specified herein, those works may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use, or otherwise used, in whole or in part, in any manner whatsoever, without Finance Express prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with written notices of Finance Express proprietary rights.

13. **SERVICE MARK AND TRADEMARK NOTICES.** Finance Express is a registered service mark. Other featured words or symbols, used to identify the source of goods and services, are the service marks or trademarks of their respective owners.

14. **WEBSITE CONTENT AND MATERIALS.** The information and materials contained in Finance Express Website and the terms and conditions of access to and use of such information and materials are subject to change without notice. Not all products and services are available in all geographic areas. Dealer's eligibility for particular products and services is subject to Finance Express final determination and acceptance.

FINANCE EXPRESS, OR FINANCE EXPRESS VENDORS, MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS, OR SERVICES DESCRIBED HEREIN AT ANY TIME. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY. FINANCE EXPRESS DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. FINANCE EXPRESS RESERVES THE RIGHT TO TERMINATE ANY OR ALL WEB OFFERINGS WITHOUT PRIOR NOTICE TO DEALER. FURTHERMORE, BY OFFERING INFORMATION, PRODUCTS, OR SERVICES VIA THE FINANCE EXPRESS WEBSITE, NO SOLICITATION IS MADE BY FINANCE EXPRESS TO ANY PERSON TO USE SUCH INFORMATION, PRODUCTS, OR SERVICES IN JURISDICTIONS WHERE THE OFFER OF SUCH INFORMATION, PRODUCTS, OR SERVICES IS PROHIBITED BY LAW.

15. **LIMITATION OF LIABILITY.** FINANCE EXPRESS IS NOT RESPONSIBLE FOR ANY ERRORS IN OR OMISSIONS FROM THE INFORMATION CONTAINED IN OR ACCESSED THROUGH THE FINANCE EXPRESS SYSTEM. ALL SUCH INFORMATION IS PROVIDED "AS IS" TO DEALER WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. FURTHERMORE, FINANCE EXPRESS IS NOT LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INCLUDING, WITHOUT LIMITATION, DEALER'S ABILITY TO TRANSMIT CREDIT APPLICATIONS TO FINANCIAL INSTITUTIONS, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN THE FINANCE EXPRESS SYSTEM, OR FOR THE INCOMPATIBILITY BETWEEN THE FINANCE EXPRESS SYSTEM AND DEALER'S BROWSER OR OTHER WEBSITE ACCESSING PROGRAM OR FOR THE LOSS OR CORRUPTION OF DATA STORED OR ARCHIVED BY FINANCE

EXPRESS. FINANCE EXPRESS IS NOT LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY DEALER. NO LICENSE TO DEALER IS IMPLIED IN THESE DISCLAIMERS. EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED BY WRITTEN AGREEMENT BETWEEN FINANCE EXPRESS AND DEALER, FINANCE EXPRESS SHALL HAVE NO TORT, CONTRACT, OR ANY OTHER LIABILITY TO DEALER AND/OR ANY THIRD PARTY RESULTING FROM THE USE OF THE FINANCE EXPRESS SYSTEM, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY THE FINANCE EXPRESS SYSTEM. FINANCE EXPRESS UNDER NO CIRCUMSTANCES IS LIABLE TO DEALER AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOST PROFITS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF FINANCE EXPRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **LINKS TO THIRD PARTY SITES.** The Finance Express System may contain links to other Websites that are not operated by Finance Express or by Finance Express affiliates. Finance Express does not control these Websites and is not responsible for their contents, nor should the existence of such links be construed as an endorsement by Finance Express of the material appearing on such websites or imply an association between Finance Express and their operators. Such links are provided for Dealer's reference and convenience only.

17. **ARBITRATION.** The parties shall submit all disputes relating to this Agreement (whether contract, tort, or both) to binding arbitration, in accordance with California Code of Civil Procedure sections 1280 through 1294.2, in the County of Orange, State of California. Either party may enforce the award of the arbitrator under section 1285 of the Code. The parties understand that they are waiving their rights to a jury trial and submitting to jurisdiction and venue in the County of Orange, State of California. The party demanding arbitration shall submit a written claim to the other party, setting out the basis of the claim and demanding arbitration (the "Claim"). Within 15 business days of receipt of the Claim (the "Response Date") the party receiving the Claim will respond to the Claim in writing (the "Response"). The Response must include any counter or cross-claims the responding party has knowledge of against the initial demanding party at the time thereof ("Cross-Claim"). If the parties can not agree in writing to resolution of the Claim (and Cross-Claim if applicable) within 15 business days after the Response Date, either party may initiate the arbitration as set forth herein. The arbitration shall be conducted before one retired judge who is a member of Judicial Arbitration and Mediation Services, Inc. ("JAMS") in the County of Orange, State of California. The party initiating the arbitration will make a written request to JAMS including a copy of this arbitration provision (the "JAMS Request"). The JAMS Request will include a notice to JAMS of all parties, the last known mailing addresses, telephone numbers, facsimile numbers, email addresses and contact person for each and every party. The JAMS Request will be delivered concurrently and by the same means of delivery to JAMS and all parties. The JAMS Request will instruct JAMS to randomly propose the names of five potential arbitrators and for JAMS to submit those five names to all parties concurrently (the "JAMS List"). No party may request to JAMS that any particular judge be included on the JAMS List. Any judge specifically requested to be on the JAMS List is to be excluded therefrom. Each party may, within five days after receipt of the proposed names, strike and exclude one name from the list. Thereafter, JAMS shall appoint as arbitrator a person whose name has not been struck from the list ("JAMS Appointment"). If for any reason JAMS does not appoint an arbitrator within 15 business days of the submission by any party of its exclusion, either party may petition the Orange County Superior Court, Santa Ana, California for the appointment of an arbitrator. Within 10 calendar days after the appointment of the arbitrator, the arbitrator will schedule a pre-arbitration hearing which will be conducted by telephone and shall be held within the next ten business days. The arbitrator shall have the power to enter a default award if a party fails to participate in the arbitration. The arbitrator shall have discretion to determine the nature and extent of discovery allowable. The arbitration hearing shall take place at the in the County of Orange, State of California, at a date, time and location selected by the arbitrator. The actual arbitration hearing must be commenced within 120 days after notice of the identity of the arbitrator is served (by either JAMS or the Superior Court as the case may be). The hearing must be concluded within 14 calendar days after it is commenced. A decision shall be rendered within 10 calendar days after the conclusion of the hearing. The arbitrator shall establish any deadlines necessary to accomplish these time requirements. Each party to the arbitration shall pay a pro-rata share of the arbitrator's expenses and fees, and the other arbitration expenses incurred or approved by the arbitrator, excluding attorney fees, witness fees, and other expenses incurred by a party for his or her own benefit. The parties shall estimate their costs and pay their estimated share before commencement of the arbitration. Any extra arbitration costs shall be paid within ten business days after the close of the proceeding and before the award. A party that fails to pay its share shall not be allowed to participate in the arbitration. If a party fails to pay its share, the other parties shall pay pro rata the cost of the party that failed to pay. The arbitrator shall add such payment to the final award in such a fashion as to return the parties to the position they would have been in, to the greatest extent possible, if all had paid their share. The arbitrator may award the prevailing party his or her expenses and fees of arbitration, including reasonable attorney fees and witness fees, in such proportion as the arbitrator decides. Except as otherwise set forth in this Agreement, the arbitrator shall have the powers provided in California Code of Civil Procedure sections 1282.2-1284.3.