

# Terms Of Service

CARFIT – Terms of Service Agreement

*Last Updated: February 25, 2021*

Welcome to the CARFIT Platform, operated by CARFIT CORP. (referred to herein as “CARFIT” or “We,” “Us,” or other forms thereof). The CARFIT Platform (defined below) includes access to data, reports, information, and other content and applications on our website, software, and technology to help You enhance Your CARFIT user or CARFIT partner experience.

THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND CARFIT CORP.

PLEASE READ THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE AGREEMENT (THE “AGREEMENT”) CAREFULLY BEFORE USING THE CARFIT PLATFORM (DEFINED BELOW). THIS AGREEMENT INCLUDES INFORMATION ABOUT CARFIT’S RIGHT TO COLLECT, ANALYSE, AND DERIVE DATA AND OTHER INFORMATION RELATING TO THE PROVISION, USE AND PERFORMANCE OF VARIOUS ASPECTS OF THE CARFIT PLATFORM AND RELATED SYSTEMS AND TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION, PERSONAL INFORMATION AND DATA DERIVED THEREFROM). IF YOU ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT EXECUTE THIS AGREEMENT, AND DO NOT USE OR ACCESS (OR CONTINUE TO USE OR ACCESS) THE CARFIT PLATFORM.

If You are entering into this Agreement on behalf of a company, business or other legal entity, You represent that You have the authority to bind such entity and its affiliates to this Agreement, in which case the terms “You” or “Your” shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not use the CARFIT Platform.

## 1. Definitions

“*Information*” means the records, data, and other information accessible through or provided to the CARFIT Platform.

“*CARFIT Platform*” means the CARFIT site (at <https://CAR.FIT> and <https://www.mavoituremesdonnees.fr/>), and the CARFIT PULS and CARFIT iOS and Android mobile applications, including all websites and all devices, applications or services that We operate or offer that link to these Terms of Service, pages within each such website, device, application or service, any equivalent, mirror, replacement, substitute or backup website, device, application or service, and pages that are associated with each such website, device, application or service, and any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, user manuals, on-line documentation, products or other technology and materials of any kind, or any enhancement thereto, used by CARFIT in connection with the CARFIT portal or made available by CARFIT to You, through the CARFIT portal.

“*Personal Information*” means information that of a specific individual, such as a person’s name, address, email address, payment card information, and personal usage data related to Your use of the CARFIT Platform.

“*Benchmark Data*” means statistical, system, usage, and configuration data regarding the Your compliance with the Agreement and Your usage of the CARFIT Platform and of Your vehicle that: (i) does not specifically identify You or Your customers; and (ii) does not consist of any of Your Personal Information, provided, however, that You shall not consider statistical, aggregate data part of Your Personal Information.

## 2. License Grant

Subject to the terms and conditions of this Agreement, including the payment of any applicable fees, CARFIT hereby grants to You a nonexclusive, non transferable, limited license during the term of this License to access and use the CARFIT Platform for Your personal use and/or your internal business purposes only.

The CARFIT Platform is made available to You as a hosted service, and CARFIT hosts and retains physical control over the CARFIT Platform and only makes it available for access and use by You over the Internet through a mobile app (e.g. CARFIT or CARFIT PULS iOS and Android applications), a BOT (e.g. AskMiles), or a Web-browser (e.g., Google Chrome, Internet Explorer). Nothing in this Agreement obligates CARFIT to deliver or make available any copies of computer programs or code from the CARFIT Platform to You, whether in object code or source code form.

You shall be responsible for obtaining and purchasing all equipment, any mobile devices, Internet access services, modifying its network, and doing all other things necessary in order to use the CARFIT Platform.

## 3. Purchasing

You may purchase CARFIT hardware, and/or download CARFIT apps and/or services and access to the CARFIT Platform. You represent and warrant that You have all necessary rights to use any payment card (e.g. credit card) or other means of payment that You provide to Us.

You are responsible for providing truthful and accurate billing information, and false or inaccurate information is a breach of this Agreement and may result in cancellation of your purchase or termination of access to the CARFIT Platform. CARFIT reserves the right to refuse or cancel an order for any reason

CARFIT may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to You; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. Pre-authorization may be performed to ensure that the card details are still valid and that You have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, You agree to accept and pay for any services, products, or access to the CARFIT Platform, as well as all applicable taxes.

## 4. Your CARFIT Account

To use the CARFIT Platform, You must register for an account, and will either select or will be issued a username or similar identifier such as a unique number and password or pin (“Login Credentials”). You are responsible for safeguarding Your Login Credentials including but not limited to your CARFIT code. You, and not CARFIT, are responsible for any activity occurring through Your Login Credentials, whether or not You authorized such activity. If You become aware of any unauthorized access through Your Login Credentials, You agree to notify

CARFIT immediately. Your Login Credentials may not be shared and may only be used by You.

You agree to provide Us with accurate and complete information required to register for the CARFIT Platform and at other times as required in connection with using the CARFIT Platform (“Registration Information”). You agree, at all times, to: (a) provide current, complete, true, and accurate CARFIT code information, (b) provide current, complete, true and accurate Registration Information; (c) maintain and update your Registration Information as required to keep it current, complete and accurate; and (d) provide additional information about You and your organization which is pertinent to your use of the CARFIT Platform, as may be requested by CARFIT from time to time.

Where applicable, you shall authorize access to and assign unique passwords and user names to Your end users of the CARFIT Platform (“Client Accounts”). You shall be responsible for any activity occurring through the Client Accounts, including unauthorized activity. You shall use commercially reasonable efforts to prevent unauthorized access to or use of the CARFIT Platform and shall promptly notify Us in the event of any unauthorized access or use of the CARFIT Platform and any loss or theft or unauthorized use of any of the Client Accounts. You shall comply with all applicable local, state, federal, and foreign laws, treaties, and regulations applicable to Your use of the CARFIT Platform, including without limitation those related to privacy, electronic communications, and anti-spam legislation.

You acknowledge and agree that We may send You information and notices regarding our services by email or through other means. You acknowledge and agree that We shall have no liability associated with or arising from Your failure to maintain accurate contact or other information, including, but not limited to, Your failure to receive critical information about the CARFIT Platform. You acknowledge, consent and agree that We may access, preserve, and disclose Your registration and any other information You provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims of a violation of the rights of third-parties; (d) respond to Your requests for customer service; or (e) protect the rights, property, or personal safety of CARFIT, its Users and the public.

## 5. Proper Use of the CARFIT Platform

Certain parts of the CARFIT Platform may enable You to provide Information to the CARFIT Platform. You shall not upload or transmit to the CARFIT Platform any copyrighted or other proprietary materials without permission from the owner or any licensee with authorization to allow public display of such material and such other rights as are necessary to use the materials as they are used with the CARFIT Platform. You shall be solely responsible for any damages resulting from provision of these materials, and for obtaining all rights from their owners or licensors.

By using the CARFIT Platform, You further agree that:

- You will use the CARFIT Platform in strict accordance with all terms and conditions of this Agreement;
- You will comply with and refrain from violating applicable laws, including, but not limited international, federal, state or local privacy laws;
- You will not post or transmit any content that is unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, invasive of another’s privacy, or otherwise objectionable content;
- You will not use the CARFIT Platform to commit a criminal offense or to encourage others to conduct what would constitute a criminal offense or give rise to any civil liability;
- You will not use the CARFIT Platform to impersonate other persons or entities;

- You will not use the CARFIT Platform to upload any content that contains a software virus, “Trojan Horse” or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the CARFIT Platform or the hardware or software of any other person or entity;
- You will not post any material on the CARFIT Platform that infringes or violates the intellectual property rights of another;
- You will not alter, damage, or delete any content posted on the CARFIT Platform;
- You will not claim a relationship with or speak for any business, association, or other organization for which You are not authorized to claim such a relationship;
- You will not post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation; and
- You will not post any information which You know to be, or have reason to believe is, inaccurate or materially misleading.
- You are prohibited from selling, trading or otherwise transferring Your CARFIT Platform account, any rights that run with the account, or any information therein to another party or charging anyone for access to any portion of the CARFIT Platform, or any information therein.
- You are prohibited from registering or creating an account for any entity or individual other than Yourself, unless You are expressly authorized to create accounts on behalf of the entity or individual.

## 6. Third Party Applications

From time to time, CARFIT uses third party applications, content, websites, hardware, software, and services (the “Third Party Content”), in providing the CARFIT Platform and services to You. For these purposes, CARFIT will transmit certain data, including, but not limited to, user Login Credentials, contact data, email addresses, and other Personal Information to such third parties who may or may not, in CARFIT’s sole discretion, be identified in connection with provision of the Third Party Content.

The Third Party Content may be governed by the terms and conditions of use and privacy policies of the third party providers thereof, and Your use of the Third Party Content will be governed by and subject to such terms and conditions and privacy policies. You agree to abide by the terms and conditions of use and privacy policies of such Third Party Content. You understand and agree that CARFIT does not endorse and is not responsible or liable for the performance, design, function, features, or content of any Third Party Content or for any transaction You may enter into with the provider of any such Third Party Content. CARFIT hereby disclaims all liability for Your use of and any causes of action, losses, costs or other claims You may have relating to any such Third Party Content.

## 7. Protection of the CARFIT Platform

You acknowledge that materials and functionality available within the CARFIT Platform are protected by copyrights, trademarks, service marks, patents, trade secrets and/or other proprietary rights (“Intellectual Property”) and are owned by CARFIT or are used by permission. Except as CARFIT may expressly authorize in writing, You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative of the CARFIT Platform. All trademarks used within the CARFIT Platform are the property of their respective owners and are used by permission. All Information on the CARFIT Platform is the proprietary property of CARFIT, and title to the Information and all intellectual property rights protecting the Information remains with CARFIT. You agree to take diligent and reasonable steps to keep the Information confidential and free from unauthorized access or use, and not to divulge, provide, or make the Information available to a third person, unless said person is under Your direct professional supervision. Further, You may not assign, convey, sublicense, or otherwise transfer this agreement or any right, license, or privilege to the Information to another party.

You agree not to copy, duplicate, download, or otherwise disseminate Information without the explicit written permission of CARFIT. You further agree not to modify or alter the physical or electronic characteristics of the Information, or any aspect of the CARFIT Platform's electronic environment, and to not be party to any attempt to dismantle, reverse engineer, or electronically intrude into CARFIT's proprietary systems.

## 8. Your Information

CARFIT offers functionality within the CARFIT Platform that will include the ability to capture Your Personal Information. You agree that CARFIT may collect, use and transfer Your personal data including Your Login Credentials and Registration Information subject to the terms of this Agreement.

You own all of Your own Personal Information that is captured and stored via the CARFIT Platform. You hereby grant to CARFIT a perpetual, worldwide, transferable, non-exclusive, fully paid-up, irrevocable limited license use Your Personal Information for any legal purposes.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CARFIT SHALL HAVE THE RIGHT TO COLLECT, ANALYSE, AND DERIVE DATA AND OTHER INFORMATION RELATING TO THE PROVISION, USE AND PERFORMANCE OF VARIOUS ASPECTS OF THE CARFIT PLATFORM AND RELATED SYSTEMS AND TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION, PERSONAL INFORMATION AND DATA DERIVED THEREFROM), AND CARFIT WILL BE FREE IN PERPETUITY, TO: (I) USE SUCH INFORMATION AND DATA TO IMPROVE AND ENHANCE THE CARFIT PLATFORM AND FOR OTHER DEVELOPMENT, DIAGNOSTIC AND CORRECTIVE PURPOSES IN CONNECTION WITH THE CARFIT PLATFORM AND OTHER CARFIT OFFERINGS; AND (II) USE, AND/OR DISCLOSE SUCH DATA, AND ANY OTHER PERSONAL INFORMATION OR DERIVATIVES THEREOF SOLELY IN CONNECTION WITH ITS BUSINESS.

CARFIT may enable data record integration between the CARFIT Platform and third parties. You agree that CARFIT may transfer and third parties may collect, use and transfer Your Personal Information, including Your Registration Information.

The above granted license to use such Personal Information shall survive any termination of Your use of the CARFIT Platform, with respect to data captured and stored on or before the date of termination.

You represent and warrant that You have all necessary rights in, and obtained all necessary consents to, any Personal Information You share with CARFIT or submit, transmit, store, via the CARFIT Platform, and to grant the CARFIT the rights granted under this Agreement.

Notwithstanding anything to the contrary in the Agreement, You authorize and agree that CARFIT may collect Benchmark Data and such Benchmark Data shall be the property of CARFIT. CARFIT shall have the right to retain, use, distribute, sell, and otherwise exploit such Benchmark Data.

## 9. Disclaimer of Warranties

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

YOUR USE OF THE CARFIT PLATFORM IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE CARFIT PLATFORM IS PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. CARFIT DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED CONDITION OR WARRANTY OF



MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CARFIT MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE CARFIT PLATFORM, ANY CONTENT ON THE CARFIT PLATFORM, OR ANY THIRD PARTY CONTENT.

CARFIT MAKES NO WARRANTY OR REPRESENTATION THAT: (A) THE CARFIT PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CARFIT PLATFORM WILL BE ACCURATE OR RELIABLE OR ACHIEVE ANY PARTICULAR RESULT; (C) YOUR USE OF THE CARFIT PLATFORM, OR THE QUALITY OF ANY PRODUCTS, APPLICATIONS, CARFIT PLATFORM CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE CARFIT PLATFORM WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (D) ANY ERRORS IN THE CARFIT PLATFORM WILL BE CORRECTED. IN PARTICULAR, THE CARFIT PLATFORM'S OPERATION MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR TECHNICAL IMPROVEMENTS. IN ADDITION TO THE OTHER DISCLAIMERS AND LIMITS OF LIABILITY SET FORTH HEREIN, CARFIT SPECIFICALLY DISCLAIMS ALL LIABILITY CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONALITY, FAILURE OF ACCESS, OR POOR USE CONDITIONS OF THE CARFIT PLATFORM FOR ANY REASON.

YOU ASSUME ALL RISK FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM USING THE CARFIT PLATFORM.

CARFIT DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS LOGGING INTO OR REGISTERING TO USE THE CARFIT PLATFORM, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF THE CARFIT PLATFORM BY OTHER USERS; THEREFORE, CARFIT DISCLAIMS ALL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF INACCURATE INFORMATION, FRAUD, NEGLIGENCE, OR WILFUL MISCONDUCT THROUGH THE CARFIT PLATFORM, OR ANY OTHER INAPPROPRIATE USES OF THE CARFIT PLATFORM.

#### 10. Limitation of Liability; Your Indemnification of Us

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CARFIT, ITS EMPLOYEES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, SERVICE PROVIDERS, LICENSORS, AGENTS, OR ANY OF THEIR HEIRS OR ASSIGNS (THE "CARFIT PARTIES"), SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, WRONGFUL DEATH, LOSS OF COMPANIONSHIP OR CONSORTIUM, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA) ARISING OUT OF OR IN CONNECTION WITH THE CARFIT PLATFORM OR ITS USE, EVEN IF CARFIT OR ANY OF THE OTHER CARFIT PARTIES HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION LOSSES OR DAMAGES ARISING IN WHOLE OR IN PART FROM: (A) THE USE OF OR THE INABILITY TO USE, OR THE MALFUNCTION OF THE CARFIT PLATFORM; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR

OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE CARFIT PLATFORM; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON CARFIT, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; (D) CARFIT CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, RELY UPON, MODIFY OR DISTRIBUTE; (E) YOUR PURCHASE OF PRODUCTS OR SERVICES OF ANY KIND FROM ANY SOURCE VIA THE CARFIT PLATFORM; AND, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AS SET FORTH IN THIS PROVISION.

TO THE EXTENT ALLOWED BY LAW, CARFIT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED THIRD-PARTY ACCESS TO, OR ALTERATION, THEFT, CORRUPTION OR DESTRUCTION OF, ANY INFORMATION CONTAINED ON THE CARFIT PLATFORM, WHETHER THROUGH NEGLIGENCE, ACCIDENT, OR CRIMINAL, FRAUDULENT OR OTHER WRONGFUL MEANS OR DEVICES.

IN ANY EVENT, THE TOTAL LIABILITY OF CARFIT TO YOU OR ANY OTHER USER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO AND SHALL IN NO EVENT EXCEED THE SUM OF THE GREATER OF ONE-HUNDRED DOLLARS (\$100.00) OR, IN THE EVENT THAT YOUR DISPUTE OR CLAIM ARISES FROM YOUR PURCHASE OF PRODUCTS OR SERVICES, THE COST OF SUCH DISPUTED PRODUCTS OR SERVICES (I.E., THE AMOUNT YOU PAID TO CARFIT FOR SUCH PRODUCTS). THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, NON-INFRINGEMENT, AND OTHER CAUSES OF ACTION OR ALLEGATIONS.

NOTE: SOME JURISDICTIONS EITHER LIMIT THE PERMISSIBLE SCOPE OF OR DO NOT ALLOW CERTAIN DISCLAIMERS AND LIMITATIONS SUCH AS THOSE APPEARING IN THIS AGREEMENT. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS APPEARING HEREIN MAY NOT APPLY TO YOU.

You agree at our request to defend, indemnify and hold CARFIT and the CARFIT Parties harmless from and against any and all claims, damages, costs, losses, and other liabilities, including without limitation reasonable attorney, expert witness, and other professional fees, arising from any claims, actions or demands that arise out of or relate to (or are alleged to arise out of or relate to): (a) Your use of the CARFIT Platform including Your provision of Personal Information or other materials or content to the CARFIT Platform; (b) Your violation of any provision of this Agreement; or (c) Your violation of any applicable law, rule, regulation, intellectual property or other third party rights in connection with Your use of the CARFIT Platform. CARFIT may in its sole discretion and at any time, even after commencement of the defense, assume control of the defense of any third party claim that is subject to indemnification by You. You agree to provide all reasonable cooperation and assistance in defense of such claims.

## 11. Termination of Service

CARFIT reserves the right, at our sole discretion, to terminate any and all access to the CARFIT Platform provided to You at any time without notice for any reason. CARFIT also reserves the right, at our sole discretion, to discontinue any service or modify any part of the CARFIT Platform We provide without notice, at any time, and without liability. CARFIT reserves the right, at our sole discretion, to terminate services provided to You, access to any and all parts of the CARFIT Platform, and to deactivate Your CARFIT Account Login Credentials. We shall not be liable to You or any third party if We terminate Your account, and

You agree to hold Us harmless and indemnify Us from any third party claims arising from the termination of Your account, except as may be required by applicable law, and no refunds or compensation of any sort will be granted to You if We terminate Your account. You agree that any material breach of this Agreement will result in irreparable harm to CARFIT for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, CARFIT will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if CARFIT seeks such an injunction.

## 12. Cancellation and Refund Policy

You may cancel Your Account upon the end of your contract, and You will not be charged further; however, You will not receive a refund when You cancel. To cancel Your CARFIT account contact support@car.fit.

## 13. Advertisements and Promotions

CARFIT may conduct advertising campaigns and promotions itself or on behalf of third parties on the CARFIT Platform. Your correspondence or business dealings with, or participation in promotions of, advertisers other than CARFIT found on or through the CARFIT Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party. CARFIT is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-CARFIT advertisers on the CARFIT Platform.

## 14. Controlling Law; Venue; Service of Process

This Agreement, and any disputes arising from, relating to, or touching upon the Agreement and/or the subject-matter hereof, shall be construed under and governed by the law of the State of California. All contracts resulting from or relating to this Platform, including this Agreement, as well as all information and advice provided in the CARFIT Platform, shall be deemed to have been formed, entered into, executed, and/or given/communicated in the State of California.

Any dispute arising out of or related to this Agreement or the subject-matter hereof, shall exclusively be brought or commenced, if at all, only in the courts located in Palo Alto, California. By accessing and using the CARFIT Platform, You (and any person or entity on whose behalf You act) hereby agree and consent to the exclusive jurisdiction and venue of any state or federal court located in Palo Alto, California and You hereby waive all defenses of lack of personal jurisdiction and forum non-conveniens. You (and any person or entity on whose behalf You act) agree to service of process for any claim arising out of or related to this Agreement via a national private carrier (e.g., FedEx, UPS), and hereby waive personal service.

## 15. Entire Agreement

This Agreement contains the full understanding between the parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. If any provision of the Agreement is held invalid by any law or regulation of any government, or by any court, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Agreement will remain in full force and effect.

## 16. Waiver of Class Action



ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR CARFIT WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

#### 17. No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties, the CARFIT Parties, and their respective successors and assigns, and shall not be enforceable by or otherwise be interpreted in such a way as to create any third party beneficiary rights in any third party.

#### 18. Updates

WE MAY FROM TIME TO TIME AMEND, SUPPLEMENT OR MODIFY THE AGREEMENT. IF WE MAKE MATERIAL CHANGES TO THE AGREEMENT, WE WILL POST AN UPDATED VERSION OF THE AGREEMENT OR COMMUNICATE NOTICE OF THE CHANGES TO YOU IN SOME OTHER MANNER. NOTWITHSTANDING THE FOREGOING, IT IS YOUR RESPONSIBILITY TO CHECK THE AGREEMENT PERIODICALLY FOR CHANGES.

You can review the most current version of this TOS at any time at <https://car.fit/en/legal-notice/>. The revised terms and conditions will become effective upon posting, and if You use the CARFIT Platform after that date, Your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to You, Your only remedy is to stop accessing and using the CARFIT Platform.

#### 19. Time Limit to Bring Claims

To the extent permitted by applicable law, all claims against CARFIT or the CARFIT Parties arising out of this Agreement shall be filed within one (1) year of the date on which the event(s) first giving rise to the claim arose, and any claims not brought within such one year limits shall be permanently barred.