

DCD Websites Terms of Service

Effective Date: July 25, 2024

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY. THEY SET FORTH YOUR LEGALLY BINDING AGREEMENT FOR ACCESS TO AND USE OF OUR WEBSITES. YOU MUST AGREE TO THESE TERMS TO ACCESS AND USE OUR WEBSITES. THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT THAT WAIVES YOUR AND OUR ABILITY TO SEEK RELIEF IN COURT, EXCEPT IN SPECIFIED SITUATIONS. FOR MORE INFORMATION, SEE THE SECTION TITLED **DISPUTE RESOLUTION**.

This website is owned and operated by DCD Automotive Holdings, Inc. or by one of our dealer subsidiaries (“DCD,” “we,” or “us”). By visiting, using, or interacting with a website owned and operated by us (the “Websites”), you agree to be bound by these Terms and to use the Websites in accordance with these Terms, our [Privacy Statement](#), and any additional terms and conditions that may apply to specific sections of the Websites or to products and services available through the Websites or from us. Accessing the Websites, in any manner, whether automated or otherwise, constitutes use of the Websites and your agreement to be bound by these Terms. We reserve the right to change these Terms or to impose new conditions on use of the Websites, from time to time, in which case we will post the revised Terms on our Websites. By continuing to use the Websites after we post any such changes, you accept the Terms, as modified.

ELIGIBILITY TO USE THE WEBSITES

You must be over the age of 18 years old to visit, use, or interact with our Websites. By using visiting, using, or interacting with the Websites, you represent and warrant that you are at least 18 years old and/or otherwise have the capacity to enter into a non-voidable, legally binding agreement. If you cannot make this representation and warranty, you must cease access our Websites immediately.

USE RESTRICTIONS

You agree that you will not:

- engage in any activities through or in connection with the Websites that seek to attempt to or do harm to any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to us;
- use the Websites or the Content in violation of any applicable law or regulation;
- reverse engineer, decompile, disassemble, reverse assemble, or modify any of the Websites’ source or object code or any software or other products, services, or processes accessible through any portion of the Websites;

- engage in any activity that interferes with a user’s access to the Websites or the proper operation of the Websites, or otherwise causes harm to us, the Websites, or other users of the Websites;
- interfere with or circumvent any security feature of the Websites or any feature that restricts or enforces, or seeks to restrict or enforce, limitations on use of or access to the Websites or the Content;
- attempt to gain unauthorized access to the Websites, other computer systems or networks connected to Websites, through password mining or any other means;
- monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Websites by using any robot, rover, “bot,” spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind;
- use the Content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands;
- sell, lease, rent, exchange, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit the Content in any way for any purpose except as specifically permitted by us or with the prior written consent of an officer of DCD or, in the case of Content from a licensor, the owner of the Content;
- insert any code or product to manipulate the Content in any way that adversely affects any user experience; or
- otherwise violate these Terms.

LIMITATIONS ON LINKING AND FRAMING

You may establish a hypertext link to the Websites so long as the link does not state or imply any sponsorship of your site by us or by the Websites. However, you may not, without our prior written permission, frame or inline link any of the content of the Websites, or incorporate into another website or other service any of our material, Content or intellectual property (including any images, text, or page layout).

DISCLAIMERS

Throughout the Websites, we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor our affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Websites or on websites linked to by us on the Websites. If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information

providers, are those of the respective authors or distributors, and not us. Neither we nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, we neither endorse nor are responsible for the accuracy and reliability of any opinion, advice, or statement made on the Websites by anyone other than our authorized representative while acting in his or her official capacity.

THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE WEBSITES AND ANY THIRD-PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITES OR ANY OF THEIR FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITES, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITES OR MATERIALS ON THESE WEBSITES OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

You agree at all times to defend, indemnify and hold harmless us and our parents, affiliates, and successors, and our and their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

REGISTRATION

To access certain features of the Websites, we may ask you to provide certain demographic information including your city and zip code. In addition, if you elect to sign-up for a particular feature of the Websites, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Websites' registration forms. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Websites (or any portion thereof).

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARIES, PARENTS, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE ACCESS TO OR USE OF, OR THE INABILITY TO ACCESS OR USE,

THE WEBSITES, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE WEBSITES OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR PARENTS, SUBSIDIARIES, AND AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE WEBSITES, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE WEBSITES, OR WITH ANY OF THE WEBSITES' TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITES AND THE PRODUCTS, SERVICES AND/OR MATERIALS. THE WEBSITES ARE CONTINUALLY UNDER DEVELOPMENT AND WE MAKE NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO THEIR ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

INTELLECTUAL PROPERTY OWNERSHIP

Content Generally. The Websites contains a variety of (i) materials, applications, and other items relating to us and similar items from our licensors and other third parties, including all data, metadata, metrics, information, layout, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Websites and elements thereof, and the compilation, assembly, and arrangement of the materials of the Websites and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of us (collectively, “Trademarks”); and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”).

Ownership. All right, title, and interest in and to the Websites and the Content available via the Websites is the property of us or our licensors or certain other third parties, and is protected by U.S. and international intellectual property and unfair competition rights and laws to the fullest extent possible. We own the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Websites.

Limited License. Subject to your strict compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to (i) access, use, and interact with the Websites, and to (ii) download, display, view, use, and/or print the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “Device”). The foregoing limited license (x) does not give you any ownership of, or any other intellectual property interest in, any Content or in the Websites and (y) may be immediately suspended or terminated for any reason, in our sole discretion, and without advance notice or liability. No other right or license may be construed, under any legal theory, by implication, estoppel, industry

custom, or otherwise under common law or in equity. All rights not expressly granted in this license are reserved by us and our licensors and other third parties.

Rights of Others. In using the Websites, you must respect the intellectual property and other rights of us and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. You agree you will keep intact all Trademark, copyright, and other intellectual property notices contained in the Content.

DMCA. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by us infringe your copyright, you, or your agent may send a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <https://www.copyright.gov/> for details. Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows: legal@dcd.auto.

Feedback Concerning DCD or the Websites. In your communications with us, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you submit to us via or regarding the Websites (or DCD) are licensed to us. In addition, we retain all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Our receipt of your Unsolicited Ideas and Materials is not an admission by us of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials. You grant to us the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your Unsolicited Ideas and Materials (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. In order to further effect the rights and license that you grant to us to your Unsolicited Ideas and Materials, you also hereby grant to us, and agree to grant to us, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any Unsolicited Ideas and Materials on the Websites, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Unsolicited Ideas and Materials, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the

granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the license rights granted in this paragraph. Each time you submit any Unsolicited Ideas and Materials, you represent and warrant that (a) the Unsolicited Ideas and Materials are accurate, and are not fraudulent, deceptive, inaccurate, misleading, or misrepresentative of your identity or affiliation with a person or company; (b) the Unsolicited Ideas and Materials do not and, as to our permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (c) the Unsolicited Ideas and Materials will not violate these Terms, or cause injury or harm to any person. In addition, you may provide or we may ask you to provide suggestions, comments, input or other feedback (collectively, the “Feedback”) regarding us, the Websites, or our services, which may include written or oral reviews of us, our services, or our Websites. You agree that any Feedback becomes the property of DCD and that we may use or exploit the Feedback without any accounting or payment to you.

CHOICE OF LAW

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, including its statutes of limitations and repose, without regard to its provisions as to choice of law.

DISPUTE RESOLUTION

Any dispute shall be subject to binding individual arbitration in Boston, Massachusetts or, if solely involving one of DCD’s dealer subsidiaries, the county in which the dealer subsidiary is located, except to the extent otherwise provided elsewhere herein. Notwithstanding the foregoing, you and DCD are each permitted to seek injunctive or other equitable relief from a court of competent jurisdiction in connection with claims arising out of any actual or alleged infringement of any intellectual property rights of you or DCD; *provided, however*, that if you seek injunctive or equitable relief from us, you agree that you must do so in a state or federal court with jurisdiction over Norfolk County, Massachusetts or appeals therefrom. The law governing arbitrability, compelling arbitration, and confirming or vacating arbitration awards is and shall be the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*

Class Action Waiver. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. The arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

Mass Arbitration. Notwithstanding the foregoing Class Action Waiver clause, if, at any time, 25 or more similar demands for arbitration are asserted against us by the same or coordinated counsel or entities (a “Mass Filing”), you and DCD agree that the additional procedures set forth below shall apply. The parties agree that throughout this process, their counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. The parties acknowledge and agree that by electing to participate in a Mass Filing, the

adjudication of their dispute might be delayed. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled beginning when the Mass Filing occurs, until your claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.

Stage One: Counsel for the claimants and counsel for DCD shall each select 12 claims per side (up to 24 claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and DCD shall pay the mediator's fee.

Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for DCD shall each select 50 claims per side (100 claims total) to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process.

After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and DCD shall pay the mediator's fee. If your claim is not resolved as part of the staged process identified above, either:

Option One: You and DCD may separately or by agreement, opt out of arbitration and elect to have your claim heard in court consistent with the Agreement. You may opt out of arbitration by providing your individual, personally signed notice of your intention to opt out by sending DCD an email to legal@dcd.auto. Such an opt-out email must be sent by you personally, and not by your agent, attorney, or anyone else purporting to act on your behalf. It must include a statement, personally signed by you, that you wish to opt out of arbitration within 30 days after the conclusion of Stage Two or the elective mediation associated with Stage Two. We may opt your claim out of arbitration by sending an individual, personally signed notice of its intention to opt out to your counsel within 14 days after the expiration of your 30-day opt-out period. Counsel for the parties may agree to adjust these deadlines. OR

Option Two: If neither you nor DCD elect to have your claim heard in court consistent with Option One, then you agree that your claim will be resolved as part of continuing, staged individual arbitration proceedings as set forth below. Assuming the number of remaining claims exceeds 200, then 200 claims shall be randomly selected (or selected through a process agreed to by counsel for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is

fewer than 200, then all of those claims shall be filed and proceed in individual arbitrations. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of 200 claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsel for the parties are encouraged to meet and confer, participate in mediation, and engage with each other to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to your claim, and a court of competent jurisdiction determines that they are not enforceable as to your claim, then your claim shall proceed in a court of competent jurisdiction consistent with the Terms. You and DCD agree that we each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and DCD acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

Notwithstanding the foregoing, nothing in this section shall prevent you from commencing an action against us in small claims court in the county in which you reside.

SEVERABILITY

If any clause within these Terms (other than the Dispute Resolution section) is found to be illegal or unenforceable, that clause will be severed from these Terms, and the remainder of these Terms will be given full force and effect. If the Dispute Resolution section is found to be illegal or unenforceable, the entire Dispute Resolution section will be unenforceable and the dispute will be decided by a court of competent jurisdiction.

NO WAIVER

Except as expressly set forth in these Terms, no failure or delay by you or DCD in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

COMMUNICATIONS

When you communicate with us electronically, such as via email, mobile app messages, and text message, you consent to receive communications from us electronically. Messaging and data rates may apply. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You

further represent and warrant that you are the owner or recipient of, or subscriber to, any physical, email, or other electronic address (including email address and social media handle) or telephone number which you provide to us.

Access to, interaction with, and usage of our Websites may be recorded or monitored by us or a third party. By accessing, interacting with, or using our Websites, you consent to any recording or monitoring.

ASSIGNMENT

We may assign our rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of one of our officers. Any assignment made contrary to this is, and shall be deemed to be, void.

These Terms shall be binding up and inure to the benefit of us and our respective assigns, successors, heirs, and legal representatives.

INTERNATIONAL ISSUES

We control and operate the Websites from the United States, and we make no representation that the Websites are appropriate or available for use beyond the United States. We do not intend to make the Websites available to users outside the United States. The Websites may describe products and services that are available only in parts of the United States.

CHANGES TO THESE TERMS

We may change these Terms at any time in our discretion without any notice to you.

AS OUR WEBSITES EVOLVE, THE TERMS UNDER WHICH WE OFFER THE WEBSITES MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE WEBSITES UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON OUR WEBSITES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF OUR WEBSITES AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS.

Therefore, you should review the posted Terms each time you visit the Websites. The updated or changed Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. You can reject any new or revised Terms by ceasing to visit, use, or interact with our Websites.

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