

# Trade-In Valet General Terms and Conditions

Last Updated: February 2023

## 1. Description

Welcome to Trade-In Valet ("Service"), an Affinitiv, Inc. owned solution. We provide our services subject to these Terms of Service ("Terms"). By using our Trade-In Valet tool, you agree to the following Terms. These Terms may be updated by us from time to time, and we encourage you to revisit this page often and review the Terms. In addition to these Terms, when using particular Affinitiv owned or operated services, you may also be subject to any additional posted guidelines applicable to such services.

## 2. Our Privacy Policy

You understand and agree that when you utilize Trade-In Valet, you are consenting to the collection and use of information provided by you and about your use of Trade-In Valet solutions in accordance with our [Privacy Policy](#).

## 3. Your Personal Use Only

You may make personal use of all of the information you access via our tools ("Information"), but you may not take any of the Information and reformat and display it, or copy it on your site or in any other format, and you may not store or migrate any of the Information or other data from our tools without Trade-In Valet's written permission. By using the Service, you agree not to sell, store, distribute, transmit, display, reproduce, modify, migrate, create derivative works from, or otherwise exploit any of the Information content or data related to any portion of the Service. You may print a copy of particular vehicle values and prices and use the Information for your personal, non-commercial use, but you may not otherwise reproduce any material appearing from or on Trade-In Valet. If you want to make commercial use of the Trade-In Valet Information or Services, you must enter into an agreement with us to do so in advance.

## 4. Modifications and Termination of Service

Trade-In Valet reserves the right at any time and from time to time to modify, update, suspend or discontinue all or part of the Service for any reason with or without notice to you. All terminations will be made in Trade-In Valet's sole discretion and you agree that Trade-In Valet will not be liable for any termination of your use of or access to the Service.

## 5. Links to Other Websites

Trade-In Valet provides links only back to the website of the dealer you were visiting when you engaged with Trade-In Valet. You acknowledge and agree that, because Trade-In Valet has no control over dealer sites, we are not responsible for them or the resources and information they contain. In particular, we are not responsible for the availability of services related to any site that has a link on Trade-In Valet; we do not necessarily endorse such sites, and we are not responsible or liable for any content, advertising, products or other materials on or available from such sites. You further acknowledge and agree that Trade-In Valet will not be liable for any loss whatsoever for any damages caused by or incurred in connection with the use of or reliance on the information, goods or services available through any such site.

## 6. Trade-In Valet's Proprietary Rights

You acknowledge and agree that the Service and all materials on Trade-In Valet, contain proprietary information and data that is protected by applicable copyright, trademark and other intellectual property laws (Trade-In Valet's "Proprietary Information"). All materials on Trade-In Valet, including such Proprietary Information, may only be used for personal, non-commercial purposes, and you agree not to sell, transfer, reproduce, duplicate, distribute, publish, modify, migrate, store, copy or transmit any material from Trade-In Valet unless and until you have obtained our prior written consent. The Proprietary

Information covered by this prohibition includes, without limitation, the software programming and html and other code contained in the Web site, Trade-In Valet Vehicle Values, any text, graphics, logos, photographs, audio or video material or stills from Trade-In Valet.

## **7. Use of Trade-In Valet Logos**

You agree that all of the Trade-In Valet trade and service marks are the property of Trade-In Valet, and agree that you will not use the Trade-In Valet marks without Trade-In Valet's prior written permission.

## **8. No Illegal Use**

As a condition of your use of and access to Trade-In Valet, you agree not to use the Services for any unlawful purpose or in any way that violates these Terms. You also agree not to use the Services in any way that could damage, disable, overburden, or impair Trade-In Valet or any Trade-In Valet server, or the associated networks, or interfere with any other party's use and enjoyment of any Services.

## **9. Disclaimer of Warranties:**

You Expressly Understand and Agree That:

- A. Your use of the Service is voluntary and at your sole risk. Trade-In Valet provides the Service to you on an "as is" and "as available" basis. Trade-In Valet and its owners, shareholders, subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- B. Trade-In Valet and its owners, shareholders, subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the Service will be accurate or reliable; (iv) the quality of any products, services, information or other material accessed, purchased or obtained by you through the Service will meet your expectations; and (v) any errors will be corrected.
- C. All material and information obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the accessing of any such material.
- D. No advice or information, whether oral or written, obtained by you from Trade-In Valet or its affiliates or partners through or from the Service shall create any warranty whatsoever.
- E. Vehicle valuations vary from vehicle to vehicle, day to day and market to market. Issued valuations are based upon current available information and analysis of market conditions, and will vary depending on specifications, vehicle condition or other particular circumstances pertinent to a particular vehicle or the transaction or the parties to the transaction. Trade-In Valet assumes no responsibility for the accuracy of vehicle values and no responsibility for errors or omissions.

## **10. Limitation of Liability**

You expressly understand and agree that Trade-In Valet and its owners, shareholders, subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Trade-In Valet has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods or services resulting from any goods, data, information or services obtained or received or transactions entered into as a result of your use of the Service; (iii) statements or conduct of any third party related to the Service; or (iv) any other matter relating to the Service.

## **11. Release and Indemnity**

When you use Trade-In Valet, you are agreeing to indemnify Trade-In Valet, its owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the Trade-In Valet Web site, or your use of the Service. By using Trade-In Valet you are agreeing to release Trade-In Valet and its owners, shareholders, subsidiaries, affiliates, officers, employees, partners,

and licensors from any and all claims, fees, costs, damages and obligations of any kind whatsoever that you may have against them arising out of or in any way related to such claims or obligations and to any disputes regarding use of ideas and/or related materials submitted to Trade-In Valet.

## **12. Updates and Changes to our Terms of Service**

Trade-In Valet may occasionally update or change these Terms, so we encourage you to view them often. Your continued use of the Service constitutes your agreement to these Terms and any updates.