

## **Website Terms and Conditions of Use**

### **Last Updated on August 5, 2008**

Wise F&I, a registered name and d/b/a for Reinsurance Associates, Inc. ("RAI"), provides an array of products and services, including but not limited to the website located at [www.wisefandi.com](http://www.wisefandi.com). Some of these products and services are provided directly by Wise F&I, and others are provided by its wholly owned subsidiary Gapwise LLC ("Gapwise"). These Website Terms and Conditions of Use set forth the terms and conditions under which you may use any website provided by Wise F&I, RAI or Gapwise (each a "Provider") and on which these Terms and Conditions are posted (each a "Website").

By viewing or using the Website, you agree to these Website Terms and Conditions of Use and any additional terms or conditions that may appear on the Website from time-to-time (collectively "Terms and Conditions"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO VIEW OR USE THE WEBSITE.

Provider reserves the right to modify or change these Terms and Conditions at any time without prior notice to you. Such modification or change shall be effective upon posting on the Website. If Provider revises these Terms and Conditions, it will also revise the "Last Updated" date at the top of this page. You agree to be bound to any modifications or changes to these Terms and Conditions when you use the Website after any such modifications or changes are posted.

#### **Disclaimer of warranties**

ALL INFORMATION AND OTHER MATERIALS PRESENT ON THE WEBSITE, INCLUDING, WITHOUT LIMITATION, PRODUCTS AND SERVICES, ARE PROVIDED ON AN "**AS IS**," "**WITH ALL FAULTS**," AND "**AS AVAILABLE**" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE WEBSITE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ABOUT THE WEBSITE'S NATURE OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME). **PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT PROVIDER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). PROVIDER FURTHER DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES OFFERED.** Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to you.

PROVIDER HAS NO OBLIGATION TO UPDATE THE WEBSITE AND MAY CHANGE OR IMPROVE THE WEBSITE AT ANY TIME WITHOUT NOTICE.

#### **Limitation of Liabilities**

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL PROVIDER OR ITS SERVICE PROVIDERS BE LIABLE TO YOU FOR (a) ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS AND/OR OTHERWISE ARISING OUT OF THE USE OR PERFORMANCE OF THE WEBSITE, EVEN IF YOU HAVE NOTIFIED PROVIDER ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (b) ANY CLAIMS BY ANY THIRD PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS, USE OR WEBSITE WHETHER SUCH CLAIMS ARE BROUGHT UNDER ANY THEORY OF

LAW OR EQUITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ALL EVENTS PROVIDER'S AGGREGATE LIABILITY FOR CLAIMS RELATING TO THESE TERMS AND CONDITIONS AND/OR THE WEBSITES PROVIDED BY WISE F&I, RAI OR GAPWISE AND ON WHICH THESE TERMS AND CONDITIONS ARE POSTED, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, SHALL BE LIMITED TO \$100.

THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, TRANSMISSION OF VIRUSES THAT INFECTS A USER'S EQUIPMENT, MECHANIC OR ELECTRONIC EQUIPMENT FAILURE, FAILURE OF COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECTS, UNAUTHORIZED ACCESS, THEFT, OPERATIONAL ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE EVENT.

### **Use of Website**

Subject to the further provisions set forth in these Terms and Conditions, you may access and use the Website solely for your personal use. You are also granted a limited and revocable license to print a reasonable number of copies of pages from the Website, but solely for your personal use.

Provider has the right to suspend, discontinue and/or restrict your use of the Website for any reason (or no reason), including, without limitation, a violation (as Provider may determine in its sole and absolute discretion) of any provision of the Terms and Conditions, without notice or liability. You agree that (a) if your authorization to enter the Website is terminated, you will not thereafter enter, or attempt to enter the Website, directly or indirectly, and (b) if your authorization to enter the Website is suspended, you will not thereafter enter, or attempt to enter the Website, directly or indirectly, until your suspension is removed and we give you express notice thereof.

Except as expressly provided herein, all rights in the Website are reserved. Any commercial use of the Website is strictly prohibited without prior written permission from Provider.

### **Restrictions on Use of Website**

You agree not to (a) use the Website in any manner that is illegal or impairs the operation of the Website or its availability or usage by others, and/or (b) use or access, or attempt to use or access, any portion of the Website for which you are not given access by us. You further agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website, and not to insert any code or product or manipulate the Website in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Website. You further agree not to use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the Website except for customary search engines used in accordance with automated instructions directed to search engines and available on the Website.

Except for your right to access, use and print copies of those portions of the Website available to you as provided above, you are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using the Website. Without limiting the generality of the foregoing, no portion of the Website, or any copyright, trademark, trade name, service mark or any other proprietary information of Provider (collectively, the "Intellectual Property") displayed on the Website may be reproduced, altered, removed, transmitted, published, displayed or distributed, whether electronically, mechanically, by photocopy, recording or otherwise, without the prior written permission of Provider, except as provided herein. Use of any Provider trademarks as metatags on any third-party Website is strictly prohibited. You may not Co-brand the Website or display the Website in frames or via in-

line links without prior written permission from Provider. "Co-brand" means your display of any of the Intellectual Property, or your taking of other means of attribution or identification of Provider in such a manner reasonably likely to give a third party the impression that you or such third party has the right to display, publish or distribute the Website.

### **Registration and Account Information**

If we issue you a username and password, you will be considered a Registered User. Registered Users may not authorize, permit or otherwise allow any third party to access and/or use their username, password or account on their behalf. Accordingly, if you are a Registered User, you agree to protect your username and password by, among other things, keeping your username and password confidential. Registered Users agree to notify us immediately of any unauthorized use of their username, password or account. If, notwithstanding the foregoing obligation, Registered Users allow another party to use their account, they will be responsible for all use by the party using their account.

If you are a Registered User, subject to these Terms and Conditions, you may use and access (1) those pages on the Website accessible to the general public, and (2) those pages on the Website made accessible to you as a Registered User ("Password Protected Web Pages"). You agree not to access or attempt to access any web pages not made accessible to you.

If we do not issue you a username and password, you will be considered an Unregistered User. If you are an Unregistered User, subject to these Terms and Conditions, you may use and access those pages on the Website accessible to the general public, and agree not to access or attempt to access Password Protected Web Pages or any other web pages not made accessible to you.

### **Your Liabilities and Indemnification**

You hereby agree to indemnify and hold harmless Provider and its parents, subsidiaries, affiliates, officers, directors, agents, employees, shareholders, suppliers and licensees (collectively, "**Indemnified Parties**") from and against any and all liability and costs, including, without limitation, reasonable attorney's fees, incurred by the Indemnified Parties in connection with any claim arising out of (1) your access to, or use of, the Website, (2) any breach or alleged breach of the Terms and Conditions by you, or (3) your violation of applicable laws or any rights of any third party.

In the event that you violate any provision of the Terms and Conditions (as Provider may determine in its sole and absolute discretion), Provider reserves the right to seek all remedies available at law and in equity.

### **Intellectual Property, Trademarks, and Copyrights**

#### **Intellectual Property**

Except for Website content that is in the public domain, the Website, as well as the selection and arrangement of the Website, is owned by (or licensed to) Provider and is protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be used, copied or imitated in whole or in part except as expressly provided herein.

The Terms and Conditions grant you no right, title or interest in Provider's intellectual property and create no relationship between you and Provider. You may address all inquiries concerning use of Provider's intellectual property to: Reinsurance Associates, Inc., Intellectual Property Department, 1670 Fenpark Drive, St. Louis, MO 63026.

## **Trademark Notice**

The trademarks, service marks, slogans, logos, trade dress and other identifiers ("Marks") displayed on the Website are the property of Provider, unless otherwise disclosed, and may not be copied, imitated or used, in whole or in part, without Provider's prior written permission. Without limiting the generality of the foregoing, you are prohibited from using any Marks for any purpose including, but not limited to, use on other materials, in presentations, as domain names, or as metatags, without the prior written permission of Provider.

The following are some of Provider's most commonly used service marks that may appear on the Website: I.D.TheftWise, GAPWise<sup>®</sup>, WiseGAP, WiseTVP, Wise TIREANDWHEEL, ETCHWise, WiseCompliance, and Wise F&I Menu System. Other Marks (whether registered or not), which are the property of Provider, are also used throughout the Website.

## **Linking and Third Party Dealings**

### **Links to External Websites**

We may provide hyperlinks to other websites and Internet resources operated by parties other than Provider. We have no control over such sites and resources or their privacy policies, and are not responsible for the capabilities or reliability of any product or services obtained from a linked website. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such websites does not imply any sponsorship, affiliation or endorsement of the material on such websites or with their operators.

### **Linking to the Website**

Subject to the further provisions of this paragraph, we welcome links to the Website from other websites. If we demand that you not link to the Website, or any portion of the Website, you agree that you will not, directly or indirectly, link to the Website or such portion of the Website as directed in our demand, at any time after such demand is made.

## **Privacy**

Information we collect on the Website from you is subject to our Privacy Policy. You consent to the collection and use of such information as set forth in our Privacy Policy.

## **Information about the Operation of the Website & Governing Law**

Provider operates the Website from its offices within the United States. Provider does not represent that the Website is appropriate or applicable for use in any other country, and access from certain countries other than the United States may be strictly prohibited. You acknowledge and agree that you are accessing the Website on your own initiative, at your own risk, and are responsible for compliance with all local laws. These Terms and Conditions shall be governed by and construed in accordance with the laws of the United States and the State of Missouri. You consent to exclusive jurisdiction and venue in St. Louis County, Missouri and waive the defense of forum non conveniens.

## **Submissions of Unsolicited Ideas**

If you send us creative suggestions, ideas, concepts or other information (collectively, the "Information"), such Information and all intellectual property rights associated therewith shall be deemed by Provider to be, and shall remain, the property of Provider. None of the Information

shall be subject to any obligation of confidence on the part of Provider and Provider shall not be liable for any use or disclosure of any Information. Without limiting the foregoing, Provider shall exclusively own all rights to the Information of every kind and nature and shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Information.

## **Miscellaneous Provisions**

### **Entire Agreement**

These Terms and Conditions set forth the entire understanding between Provider with respect to your access to, and use of, the Website and supersedes all prior or contemporaneous agreements, terms, conditions and understandings, both written and oral, with respect to such use and access of the Website.

### **Transfer of Rights**

You may not transfer any rights or obligations you may have to your account or under the Terms and Conditions without our prior written consent. We may transfer our rights under the Terms and Conditions without your consent.

### **Severability**

If any portion of these Terms and Conditions is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of the Terms and Conditions shall remain in full force and effect.

### **Waiver**

Failure by Provider, in any instance, to exercise any of its rights under the Terms and Conditions or to insist upon or enforce strict performance by you of any provision of these Terms and Conditions will not constitute waiver of such right or any other rights under the Terms and Conditions.

None of Provider's rights or remedies conferred by the Terms and Conditions are exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms and Conditions.

### **Miscellaneous**

A printed version of the Terms and Conditions and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

We may provide notice to you relating to the Website and/or the Terms and Conditions by any reasonable means including, without limitation, sending an e-mail to your last known e-mail address, and any such e-mail notice shall be deemed given and received on the day it is sent.

These Terms and Conditions, and all matters arising out of or relating to these Terms and Conditions, shall be governed by the laws of the State of Missouri and the United States, without giving effect to the conflict of law provisions thereof. You consent to exclusive jurisdiction and venue in the federal courts sitting in St. Louis, Missouri, unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the state courts sitting in St. Louis County, Missouri. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. You agree that any cause of action that you may desire to bring arising out of or related to these Terms and Conditions and/or the Website must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.