

PLATFORM TERMS OF USE

Last Updated Date: December 1, 2022

Wise F&I LLC, a Missouri limited liability company ("**Wise F&I**") operates a service under the name OnWise (the "**Platform**") that is designed to allow certain of Wise F&I's authorized business clients or their affiliates (each referred to herein as a "**Client**") to perform certain business functions and/or obtain administration or product support. These web-based features of the Platform may include, but are not limited to, the ability to:

- i.) electronically generate, transmit, execute, view and archive certain business-to-business agreement(s) ("**B2B Contracts**");
- ii.) electronically originate certain consumer protection contracts (collectively, "**Consumer Contracts**") including, but not limited to, contracts for guaranteed asset protection, vehicle service, vehicle appearance care, tire & wheel protection, theft deterrent, maintenance, roadside assistance, vehicle value protection, extended warranty or limited warranty programs (collectively, "**Programs**") either (a) by manually entering the required data through a web interface, or (b) through direct, electronic integration with Client's dealer management system, menu system or some other electronic selling system (herein referred to as "**DMS/Menu Systems**");
- iii.) perform certain electronic Contract administration functions;
- iv.) perform remittance and reporting functions; and/or
- v.) obtain or view statement(s), invoice(s), report(s) and other information provided by Wise F&I.

B2B Contracts and Consumer Contracts may be referred to collectively as "**Contracts**", and Contracts and other information and content provided by Wise F&I on the Platform may be referred to as "**Wise F&I Materials**" (and are considered part of the Platform as that term is used in these Terms of Use).

Any access to, or use of, the Platform shall be on, and subject to, the terms and conditions set forth in these Platform Terms of Use as updated from time to time ("**Terms of Use**") and the Originator Agreement, Agency Agreement or other agreement between Client and Wise F&I that authorizes Client to access and use the Platform (which agreement may be referred to as the "**Client Agreement**").

Subject to the terms and condition of these Terms of Use, any such access or use by a Client may be done only by and through individuals that (a) are employed by such Client or are engaged as independent contractors of such Client and are performing work that is substantially similar to that which would normally be performed by an employee of such Client, (b) have been identified by such Client to Wise F&I, and (c)

have been issued credentials by Wise F&I (such as a username and password) which have not been revoked by Wise F&I (each such individual shall be referred to herein as an “**Authorized User**”).

Client agrees to cause all Authorized Users to be bound by, and fully comply with, these Terms of Use, and, without limiting the generality of the foregoing, each Authorized User agrees to be bound by, and fully comply with, these Terms of Use as if such Authorized User is Client. Client represents and warrants that each Authorized User has, and shall have, the authority to bind Client to these Terms of Use.

CLIENT MAY HAVE AGREED TO THESE TERMS OF USE (OR A PRIOR VERSION THEREOF) BEFORE ACCESSING OR USING THE PLATFORM (E.G., IN A CLIENT AGREEMENT). IN ADDITION TO ANY SUCH AGREEMENT, EVERY TIME AN AUTHORIZED USER ACCESSES OR USES THE PLATFORM, SUCH AUTHORIZED USER AGREES TO THESE TERMS OF USE ON BEHALF OF CLIENT. IF CLIENT OR ANY AUTHORIZED USER DOES NOT AGREE TO THESE TERMS OF USE (WITHOUT MODIFICATION), THEY ARE NOT AUTHORIZED TO ACCESS OR USE THE PLATFORM.

Wise F&I reserves the right to change these Terms of Use from time to time by giving notice of such change to Client by any reasonable means including, without limitation, by posting an updated version of these Terms of Use on the Platform. If Wise F&I changes these Terms of Use, it will also revise the “Last Updated” date at the top of these Terms of Use. Any such change shall be effective on the revised “Last Updated” date at the top of such changed Terms of Use. Client’s continued access to, and/or use of, the Platform after Wise F&I gives notice of a change to these Terms of Use (including, without limitation, by posting an updated version of these Terms of Use on the Platform) constitutes Client’s agreement to any such changed Terms of Use.

1. License and Restrictions.

1.1. License. Conditioned upon, and subject to, Client’s strict compliance with these Terms of Use, Wise F&I grants Client a fully revocable (as set forth below), non-exclusive, non-transferable, limited license to access and use the Platform, during the Term, to (a) electronically originate Contracts, (b) perform certain business functions and/or obtain administration or product support (as further described above), and (c) use Wise F&I Materials and such other features of the Platform that are made available to Client, in each case solely (i) for Client’s internal business purposes, (ii) to the extent the applicable functionality is made available to Client, and (iii) by and through Authorized Users.

1.2. Restrictions. Client agrees not to (a) access or use the Platform for any purpose that is not expressly permitted by these Terms of Use or is otherwise unlawful, (b) use the Platform in any manner that may impair the operation of the Platform or its availability or usage by others, (c) use the Platform to provide services to any third party or otherwise for the benefit of any third party, (d) use or access, or attempt to use or access, any portion of the Platform for which Client is not intentionally given access to by

Wise F&I, (e) use or access, or attempt to use or access, the Platform to access the information of others, (f) decompile, reverse engineer or disassemble any software or other products or processes accessible through the Platform, (g) insert any code or product or manipulate the Platform 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 Platform, (h) use the Platform to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person, entity or business organization, or (i) use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with Client's access and use of the Platform.

1.3. Term. The license granted in Section 1.1 shall begin on the effective date of the Client Agreement, and shall (unless terminated sooner pursuant to these Terms of Use) continue until the termination of the Client Agreement, at which time the license shall automatically terminate.

1.4. Termination and Suspension. Wise F&I may, in its sole discretion, terminate or suspend the license granted in Section 1.1 above at any time, with or without notice, and for any reason (or no reason) including, without limitation, if Wise F&I believes that Client's use of the Platform may infringe one or more the intellectual property rights of a third party or aids or threatens such infringement.

1.5. Effect of Termination. Upon any termination of the Client Agreement or the license granted in these Terms of Use, all rights, licenses, consents, and authorizations granted to Client in these Terms of Use will immediately terminate. Client agrees that if the Client Agreement or such license is terminated, it will not thereafter access or use, or attempt to access or use, the Platform, directly or indirectly, and Wise F&I may disable all Client and Authorized User access to the Platform; and that if Client's license is suspended, Client agrees that it will not thereafter access or use, or attempt to access or use, the Platform, directly or indirectly, until its suspension is removed and Wise F&I gives express notice thereof.

2. Platform & DMS/Menu Systems.

2.1. Platform Performance. Subject to the terms and conditions of these Terms of Use, Wise F&I will use commercially reasonable efforts in keeping with normal industry standards to maintain the availability of the Platform. It is possible, however, that there will be interruptions of the Platform's service availability. Among other things, the Platform may be unavailable from time-to-time either for scheduled or unscheduled maintenance or technical difficulties.

2.2. Modifications to the Platform. Without limiting any other rights Wise F&I may have, Wise F&I may, for any reason, with or without notice, and without liability, (a) modify, suspend, discontinue and/or restrict the use of all or any portion of the Platform (whether applicable only to Client or to other users of the Platform) at any time, and (b) remove or change any of the functionality, features and/or services offered

on or through the Platform (whether applicable only to you or to other users of the Platform) including, without limitation, hours of operation, menu structures, access procedures, software commands, documentation, suppliers and/or other services.

2.3. Third Party Providers of DMS/Menu Systems. Subject to the terms and conditions of these Terms of Use, Wise F&I shall use reasonable efforts to establish and maintain direct, electronic integration between the Platform and certain third party providers (as designated solely by Wise F&I) of various DMS/Menu Systems. Client acknowledges that Wise F&I has no control over such DMS/Menu Systems and, accordingly, does not warrant or otherwise guarantee the performance of such DMS/Menu systems and/or their electronic integration with the Platform.

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

3. Additional Obligations of Client. Client agrees

3.1. to comply with all applicable laws, statutes, ordinances, regulations, contracts and applicable licenses regarding Client's access to, and use of, the Platform (including, without limitation, those applicable to Customer Data and to the integration of the Platform with any DMS/Menu Systems);

3.2. to provide only true, accurate, current and complete information to the Platform (collectively, "**Customer Data**") and not to provide any Customer Data unless it has full and sufficient authority to (a) submit such Customer Data to the Platform, and (b) authorize Wise F&I to access and use such Customer Data as contemplated herein;

3.3. that it is solely responsible for the installation, maintenance, repair and use of Client-supplied information technology systems, including computer hardware, software and networks (for which Wise F&I does not provide any support or assume any liability);

3.4. it will employ physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Authorized User credentials and protect against any unauthorized access to or use of the Platform with such credentials or via its information technology systems.

4. Authorized Users. Any and all access to, or use of, the Platform using an Authorized User's credentials (such as a username and password) shall constitute access to, and use of, the Platform by Client. Client agrees to be directly and primarily liable to Wise F&I for any damages incurred by Wise F&I as a result of any act, error, or omission of any Authorized User (and anyone that uses and/or accesses the Platform using an Authorized User's credentials). Client shall immediately notify Wise F&I in writing (or by such other process as Wise F&I may establish from time to time) if Client desires to terminate the

credentials of any Authorized User including, by way of example, if an individual who is an Authorized User ceases to, as applicable, be employed by Client or ceases to be engaged as an independent contractor of Client performing work that is substantially similar to that would normally be performed by an employee of Client. Only the named individual Authorized User to whom an Authorized User's credentials are issued may use the credentials associated with such Authorized User. Client agrees to cause each Authorized User (and each Authorized User agrees) to protect his or her credentials by, among other things, keeping such credentials (e.g., username and password) confidential. Client agrees to immediately notify Wise F&I of (a) any use of the credentials associated with an Authorized User by any individual or entity other than the individual Authorized User with whom an Authorized User's credentials are associated, and (b) any other breach of security involving the Platform or credentials associated with an Authorized User. Wise F&I may, in its sole discretion, revoke or suspend an Authorized User's credentials at any time, with or without notice, and for any reason (or no reason). Client agrees that, if an Authorized User's credentials are revoked, it will not thereafter permit such Authorized User to access or use, or attempt to access or use, the Platform, directly or indirectly, and if an Authorized User's credentials are suspended, Client agrees that it will not thereafter permit such Authorized User to access or use, or attempt to access or use, the Platform, directly or indirectly, until such suspension is removed and Wise F&I gives Client express notice thereof.

5. Ownership.

5.1. Platform. Client acknowledges and agrees that title to the Platform including, without limitation, all patents, copyrights, trademarks, trade secrets, data, information and other intellectual property rights in the Platform are owned by, and shall be retained exclusively by, Wise F&I and/or Wise F&I's applicable suppliers. The Platform may not be used, copied or imitated, in whole or in part, except as expressly provided herein. Subject only to the license expressly granted in these Terms of Use, all rights in and to the Platform are expressly reserved by Wise F&I.

5.2. Feedback. To the extent that Client provides any comments, instructions, suggestions, information, and/or other feedback to Wise F&I regarding the Platform, Programs and/or products or services (collectively, "**Feedback**"), Client assigns, and agrees to assign, to Wise F&I all right, title, and interest including, without limitation, all intellectual property rights, in and to such Feedback. None of the Feedback shall be subject to any obligation of confidence on the part of Wise F&I and Wise F&I shall not be liable for any use or disclosure of any Feedback. Without limiting the foregoing, Wise F&I shall exclusively own all rights to the Feedback of every kind and nature and shall be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Information.

5.3. Customer Data. As between Client and Wise F&I, Client is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to the rights and permissions granted herein. Client hereby irrevocably grants to Wise F&I all such rights and permissions in or relating

to Customer Data as Wise F&I reasonably requires to provide the Platform to Client; to exercise Wise F&I's rights and perform its other obligations under these Terms of Use, the Client Agreement and in connection with the Programs; and to enforce these Terms of Use and the Client Agreement; subject as applicable, to the terms of the Privacy Policy.

6. Confidential Information. All data, materials, content and other information on the Platform, the manner in which the Platform is configured, and any methodologies and/or techniques used to provide the Programs and Contracts available through the Platform shall be considered Wise F&I's confidential information (collectively, "**Wise F&I's Confidential Information**"). Client agrees (a) to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information but no less than reasonable care, to protect Wise F&I's Confidential Information from unauthorized use and disclosure, (b) not to use Wise F&I's Confidential Information except as necessary to access and use the Platform in accordance with the license expressly provided for in these Terms of Use, and (c) not to disclose Wise F&I's Confidential Information to any third party.

7. Indemnification. Client agrees to indemnify, defend and Wise F&I and its parent companies, subsidiaries, and affiliates, and their respective officers, agents, members, managers, employees, and suppliers harmless from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' and expert fees) resulting from or arising in connection with Client's and/or its representatives', agents, or employees' (including, without limitation, any Authorized User's) (a) unauthorized access to, and misuse of, the Platform (including, without limitation, access or use in any manner, or for any purpose, other than those expressly authorized in these Terms of Use), (b) breach of any of these Terms of Use, and (c) violation of laws or regulations or any rights of any third party.

8. No Wise F&I Warranties. Notwithstanding anything else contained in these Terms of Use to the contrary, the Platform is provided on an "**AS IS**", "**WITH ALL FAULTS**", and "**AS AVAILABLE**" basis. Wise F&I makes no representations or warranties relating to the Platform including, without limitation, any representation or warranties that (a) the Platform shall meet Client's requirements, (b) the operation of the Platform shall be uninterrupted or error free, (c) any defects in the Platform will be corrected, (d) the Platform (or data transmitted through, or maintained on, the Platform) shall be secure, and/or (e) the Wise F&I Materials are accurate or complete. WISE F&I MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, ACCURACY, SECURITY AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WISE F&I KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), AND WISE F&I HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES. WISE F&I FURTHER DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS OF TITLE AND

NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM. Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to you.

9. Limitation of Liability. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WISE F&I, ITS AFFILIATE(S) OR ITS SUPPLIERS BE LIABLE TO CLIENT FOR ANY (A) INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) DAMAGES DUE TO THE LOSS, DELAY OR INABILITY TO ACCESS OR USE THE PLATFORM, (C) DAMAGES DUE TO THE LOSS, CORRUPTION, ALTERATION OR DAMAGE TO DATA, (D) DAMAGES DUE TO A BREACH OF DATA AND/OR OTHER SECURITY, (E) DAMAGES RESULTING FROM CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO THE PLATFORM, (F) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, OR COSTS FOR THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH OF (A) THROUGH (F) ABOVE WHETHER RESULTING FROM, OR RELATED TO, THESE TERMS OF USE AND/OR THE PLATFORM EVEN IF WISE F&I IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Wise F&I's aggregate liability for claims relating to these Terms of Use and/or the Platform, whether for breach of contract, in tort or otherwise, shall be limited to \$100.00.

10. Third Party Terms and Links to External Sites. Client acknowledges that its access to, and/or use of, the Platform may be subject to terms and conditions imposed by one or more third parties and which are set forth on the Platform or otherwise provided to Client. Client agrees to be bound by, and to comply with, any such third party terms and conditions, as such terms and conditions may be changed from time to time. Wise F&I may provide hyperlinks to other web sites and Internet resources operated by parties other than Wise F&I. Wise F&I has no control over such sites and resources or their privacy policies. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such web sites does not imply any sponsorship, affiliation or endorsement of the material on such web sites or with their operators.

11. Operation of the Platform, Governing Law and Jurisdiction.

11.1. Platform Operation. Wise F&I operates the Platform from its offices within the United States. Wise F&I does not represent that the Platform 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 Platform on your own initiative, at your own risk, and are responsible for compliance with all local laws. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms of Use.

11.2. Governing law. These Terms of Use, and all matters arising out of or relating to these Terms of Use, shall be governed by and construed in accordance with the federal laws of the United States and the

laws of the State of Missouri, without giving effect to the conflict of law provisions thereof and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods.

11.3. Jurisdiction. Client consents to exclusive jurisdiction and venue in the federal courts sitting in St. Louis, Missouri, unless no federal subject matter jurisdiction exists, in which case Client consents to exclusive jurisdiction and venue in the state courts sitting in St. Louis County, Missouri. Client hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which Client 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.

12. General.

12.1. Entire Agreement. These Terms of Use and, as applicable, the Client Agreement, contain the full understanding with respect to Client's access to, and use of, the Platform and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to Client's access to, and use of, the Platform.

12.2. Transfer of Rights. Neither these Terms of Use nor any of the rights, interests or obligations hereunder may be assigned by Client (whether by operation of law or otherwise) without the prior written consent of Wise F&I. Wise F&I may assign these Terms of Use without the consent of Client, in whole or in part. Further, for the avoidance of doubt, Wise F&I may, in its sole discretion, subcontract or delegate the performance of all or any part of its obligations hereunder to subcontractors or independent contractors of its choosing.

12.3. Severability. If any provision of these Terms of Use is declared or found to be illegal, unenforceable, invalid, or void, then the illegal, invalid, void 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 these Terms of Use shall remain in full force and effect.

12.4. Remedies. No right or remedy of Wise F&I conferred by these Terms of Use is 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.

12.5. Notice. Wise F&I may provide notice to Client relating to these Terms of Use any reasonable means including, without limitation, by mailing to Client's last known postal address or by posting on the Platform and any such notice shall be deemed given and received on the earlier of the day it is mailed or the day it is posted on the Platform. A printed version of these Terms of Use and of any notices given to Authorized User in electronic form shall be admissible in judicial or administrative proceedings based upon or relating

to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

12.6. Waiver. The failure of Wise F&I to insist upon or enforce strict performance by Client of any provision of these Terms of Use in any instance shall not be construed as a waiver of any provision or right.

12.7. Survival. Client's obligations under Sections 1.2, 5.2, 6, 7, and 9 shall indefinitely survive the revocation of the license granted herein and/or the other termination of these Terms of Use.

12.8. Attorneys' Fees and Costs/Expenses. If Wise F&I brings any suit against Client to enforce these Terms of Use or otherwise in connection with Client's access to, or use of, the Platform, Client agrees that if Wise F&I prevails in such suit Wise F&I shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees.