



Dealertrack Identification Verification (IDV) – Terms and Conditions

These Terms and Conditions (“**Terms**”) govern the use of the Identification Verification tool (“**IDV**”) provided by Trader Corporation dba Dealertrack (“**Dealertrack**”). By accessing or using IDV, the dealership accessing or using IDV (“**Dealer**”) agrees to and is bound by these Terms. If Dealer does not agree to these Terms, Dealer must not access or use IDV. Dealer’s first access to or use of IDV constitutes full and binding acceptance of these Terms and creates a legally enforceable agreement between Dealer and Dealertrack.

1. Definitions

Capitalized terms not otherwise defined in these Terms have the meanings set forth below.

“**Affiliate**” means a business entity that, directly or indirectly, controls, is controlled by, or is under common control with, another business entity. For purposes of this definition only, the term “control” means legal, beneficial, or equitable ownership, directly or indirectly, of a business entity.

“**Authorized Users**” means Dealer Personnel that have been issued a username, password or other log-in credentials to access IDV in accordance with these Terms.

“**Dealer Personnel**” means all officers and employees of Dealer.

“**Dealer Data**” means Dealer DMS Data, and any data or information that Dealer or any Authorized User may upload, store, maintain or transmit through IDV.

“**Dealer DMS Data**” means data or information stored or maintained in Dealer’s DMS.

“**Dealertrack Marks**” means any name, logo, trademark or service mark of Dealertrack or its Affiliates.

“**Dealertrack Platform**” means the online platform, application, software, website, network, interface, or other technology operated or made available by Dealertrack or its Affiliates through which IDV and any related services, data, or content are provided or accessed.

“**Disclosing Party**” means the Party that provides Confidential Information to the Receiving Party during the Term.

“**DMS**” means a dealer management system, which is an enterprise management information system offered specifically for automotive industry car dealerships.

“**Feedback**” means any information, suggestions, ideas, enhancement requests, recommendations, comments and other feedback that Dealer or any Authorized User may disclose, transmit or offer to Dealertrack or its Affiliates with respect to IDV or Generated Content, or with respect to any underlying technology or Intellectual Property comprising any of the foregoing.



“Generated Content” means data, reports, and verification results produced through or derived from IDV.

“IDV Content” means the software, object code, images, graphics, icons, logos, text (including without limitation tutorials, user manuals, help files and other documentation), structured text (including without limitation CSS, XML and HTML data) and multimedia data contained in or made available through IDV.

“Intellectual Property” means anything that is or could be protected by the intellectual property laws of Canada or of any other country, including laws relating to patents, copyrights, trademarks, service marks, trade names, domain names and trade secrets; and **“Intellectual Property Rights”** means any patents, copyrights, trademarks, service marks, trade names, domain name rights and trade secret rights, internationally.

“Laws” means all applicable federal, state, provincial, and local laws, regulations, rules, ordinances and other decrees of any governmental authority.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Party” means Dealer or Dealertrack, individually, as applicable; and **“Parties”** means Dealer and Dealertrack, collectively.

“Receiving Party” means the Party that receives Confidential Information from the Disclosing Party during the Term.

“Subscription” means the right granted by Dealertrack to the Dealer to access and use IDV in accordance with these Terms.

“Term” means the period during which Dealer has access to and use of IDV pursuant to these Terms.

“Third Party” means any person or entity that is neither a Party nor an Affiliate of a Party.

“Third Party Licensor” means a Third Party that has granted Dealertrack certain rights in connection with operation of, or integration with, IDV.

“Third Party Materials” means data or other materials made available by a Third Party or being licensed or sublicensed by a Third Party.

“Third Party Terms and Conditions” means any applicable terms and conditions or other agreements with an applicable Third Party Licensor with respect to Third Party Materials.



2. License and Access

Dealertrack grants to Dealer and its Authorized Users a limited, non-exclusive, non-sublicensable and non-transferable right and license to access and use the IDV service, together with any Generated Content, solely for the purpose of verifying consumer identities and conducting related know-your-client or identity verification activities in connection with credit or financing applications in the ordinary course of Dealer's business. This license is provided for internal use only and does not include any right to sublicense, resell, or otherwise make IDV or any Generated Content available to any Third Party. Basic email and telephone technical support may be made available as part of the IDV service at Dealertrack's discretion. No customization, programming, or development services are included as part of this license, except configurations that are standard for the IDV service or otherwise expressly agreed in writing by Dealertrack. Nothing in these Terms grants Dealer any ownership interest in or to IDV, any Generated Content, or any underlying technology or intellectual property of Dealertrack or its licensors, all of which shall remain the exclusive property of Dealertrack or its licensors.

3. Authorized Users and Responsibility

Dealer may designate employees or other authorized personnel ("**Authorized Users**") to access and use the IDV service on Dealer's behalf. Any unauthorized use or disclosure of any Dealer or Authorized User log-in credentials or any other account information shall be immediately reported to Dealertrack in writing (email shall be sufficient). Dealer shall be responsible and liable for all actions taken through or under any username, password or other log-in credentials issued to, or established by, Dealer or that may be taken by Dealer Personnel, including Authorized Users, in connection with access to and/or use of IDV or Generated Content, including any unauthorized use of IDV and/or Generated Content, or any other violation of these Terms or any Third Party Terms and Conditions.

4. Restrictions

Neither Dealer nor any Authorized Users shall (a) use or access IDV or any Generated Content in a manner not expressly authorized by these Terms; (b) offer, sell, rent, lease, sublicense, transfer, distribute, or otherwise make available to any Third Party IDV or any Generated Content or any documentation or other information relating thereto; (c) reproduce, modify, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying structure of IDV, IDV Content and/or IDV Data (as defined below) (including the source code provided by any Third Party Licensor), or develop or create any derivative works of or relating to IDV or any underlying technology or Intellectual Property comprising IDV or the Dealertrack Platform; (d) scrape, data-mine, or otherwise extract data from IDV, the Dealertrack Platform or any other website of Dealertrack (including through the use of any robot, spider, or other automated tool); (e) publish, transfer, license, distribute, or export any Generated Content or other data from IDV except through functionality made available within IDV by Dealertrack; provided that in no event may Dealer use such exported content other than in the ordinary course of its own business, which shall not include offering, licensing, selling, publishing, or distributing



Generated Content to Third Parties independently of Dealer's automotive sales activities; (f) violate any Laws or Intellectual Property Rights or other rights of any Third Party in connection with the use of or access to IDV, or in connection with any use, display, or publication of Generated Content; (g) challenge, assist, or cooperate with any Third Party in challenging any right or interest that Dealertrack or its Affiliates may have in or to IDV, its underlying technology, processes, or Intellectual Property or Dealertrack Marks; (h) access or use IDV or any Generated Content for any competitive purpose, or for developing, promoting, or providing any competing product or service; (i) take any action, the intent or likely effect of which would be to cause harm to the business, reputation, or goodwill of Dealertrack or its Affiliates; (j) use IDV or the services provided by a Third Party Licensor in a manner not authorized under these Terms or Third Party Terms and Conditions; or (k) disclose any passwords or other security information related to IDV or any integration between IDV, the Dealertrack Platform, and any Third Party Licensor technology.

5. IDV Data

Dealertrack may, directly or indirectly, provide or make available to Dealer certain data or information in connection with IDV ("**IDV Data**"), which shall be the sole and exclusive property of Dealertrack, its Affiliates, or its licensors, as applicable. Dealer shall not access, use, or process the IDV Data in any manner other than for the sole purpose of verifying the identity of a consumer for the purpose of meeting their know-your-client requirements in the context of a credit application. Dealer shall not disclose, release, distribute, or deliver any IDV Data, or any portion thereof, to any Third Party without Dealertrack's prior written consent. Without limiting the foregoing, Dealer shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the IDV Data; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the IDV Data; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source or methods used to compile the IDV Data; (d) remove any proprietary notices contained in the IDV Data; (e) publish, enhance, or display any compilation or directory based on the IDV Data; or (f) use the IDV Data in any way that infringes any Intellectual Property Rights, rights of any person or violates any Laws.

6. Dealer Data

Dealer is solely responsible for the accuracy and content of any Dealer Data. Neither Dealer nor any Authorized User or other Dealer Personnel may upload, store or maintain any Malicious Code on or within IDV or the Dealertrack Platform.

7. Publicity

Dealertrack may identify Dealer as a user of IDV in its marketing materials, presentations, and website listings, using Dealer's name and logo for that limited purpose, unless Dealer provides written notice requesting not to be identified. Nothing in these Terms grants Dealertrack any ownership rights in Dealer's trademarks, trade names, or logos, and all goodwill arising from such use shall inure to the benefit of Dealer.

8. Proprietary Rights

Except for the rights expressly granted to Dealer and its Authorized Users under Section 2, neither Dealer nor any Authorized User shall have any right, title, or interest in or to IDV or any underlying technology or Intellectual Property comprising IDV, and nothing in these Terms or the provision of IDV by Dealertrack shall effect a transfer of any Intellectual Property Rights or any other ownership right from Dealertrack, its Affiliates, or any Third Party Licensor, on the one hand, to Dealer, any Authorized User, or any other Third Party, on the other hand. Dealer acknowledges that no rights or licenses are being granted to Dealer or any Authorized User with respect to any Dealertrack Marks, and Dealer shall obtain Dealertrack's prior written consent before any use or display of the Dealertrack Marks by Dealer or any Authorized User. Dealertrack, its Affiliates, and any Third Party Licensors, as the case may be, shall retain all Intellectual Property Rights and all ownership rights in and to IDV, the Dealertrack Platform, and all Dealertrack Marks. If, at any time, Dealer becomes aware of any actual or potential infringement, misuse, or unauthorized use of IDV or the Dealertrack Marks, or any other violation or infringement of any Intellectual Property Rights of Dealertrack or its Affiliates, Dealer shall immediately notify Dealertrack in writing (email sufficient) of such infringement or unauthorized use.

9. Feedback

Dealer (on behalf of itself and its Authorized Users and other Dealer Personnel) hereby (a) assigns to Dealertrack, without compensation or further obligation of any kind, all rights and interests now known or hereafter existing to use, allow others to use, or to assign the right to use, any Feedback, and (b) agrees that such Feedback may be used by Dealertrack, its Affiliates, or any successor or transferee of any of the foregoing, without restriction and for any purpose whatsoever, commercial or otherwise, including, without limitation, any reproduction, modification, adaptation, publication, transmission, public performance or display of any Feedback, or the creation of any derivative works of or relating to any Feedback. For the avoidance of doubt, all Feedback is submitted voluntarily and without any restrictions or expectation of confidentiality.

10. DMS Integration

To the extent IDV is designed for integration with Dealer's DMS, Dealer expressly authorizes and grants permission to Dealertrack and its Affiliates to access such DMS through any interconnect, bridge, or other device or method for the purpose of accessing, polling, copying, extracting, writing, modifying, and downloading Dealer DMS Data. Dealertrack and its Affiliates may use the Dealer DMS Data in connection with (a) developing or producing any Generated Content; (b) publishing, distributing, or otherwise disseminating any Generated Content to Dealer-authorized Third Parties as intended by IDV; or (c) providing any other service to Dealer. Dealer shall promptly notify Dealertrack in writing (email sufficient) if it identifies any errors or omissions with respect to any Dealer DMS Data.

11. System Compatibility

Dealer shall be responsible for making any changes or updates to its own systems, interfaces, or infrastructure that may be required to enable proper receipt, consumption, and processing of data,



outputs, or other information provided through IDV. Dealertrack shall not be liable for any errors, failures, or losses arising from or related to Dealer's systems, including any inability to receive, consume, or process data or outputs from IDV, or any problems associated with such receipt, consumption, or processing.

12. Third Party Licensor Rights

Dealer acknowledges that IDV may integrate or incorporate certain Third Party Materials. Third Party Materials are offered and made available by the applicable Third Party Licensor or other provider, and not by Dealertrack, and any integration, incorporation, or use of any Third Party Materials by Dealer or any Authorized User is subject to these Terms and any applicable Third Party Terms and Conditions. Dealer acknowledges that IDV may include access to or functionality based on technology or program code owned by a Third Party Licensor. A Third Party Licensor may enforce these Terms as a third-party beneficiary solely with respect to use of any such Third Party Licensor's technology. Neither Dealer nor Dealertrack may modify or terminate any of Dealer's obligations in a way that would adversely impact the rights of any such Third Party Licensor. Dealertrack shall in no event be responsible or liable to Dealer or any other party for any Third Party Materials or any use thereof by Dealer, any Authorized User, or other Dealer Personnel. Dealer further acknowledges that any Third Party Materials may not be available to Dealer or any Authorized User and may not be integrated or incorporated into IDV or any Generated Content. For greater certainty, Dealer shall comply with the end user terms of use available at: [End User Terms of Use](#) (the "**End User Terms**"). The End User Terms constitute an integral part of these Terms.

13. Fees

Access to and use of IDV will be subject to applicable fees determined by Dealertrack from time to time. Fees may be structured on a subscription, usage-based, or hybrid basis, and/or in certain situations some or all of the fees may be billed to the applicable financial institution. Dealertrack will invoice Dealer for the applicable and payment of each invoice will be due within thirty (30) days of the date set forth on the invoice. All fees are exclusive of applicable taxes, which shall be the sole responsibility of Dealer.

In the event of any dispute with respect to an invoice or other billing-related issue, Dealer must notify Dealertrack in writing (email sufficient) of such dispute or issue within sixty (60) days of the date of the applicable invoice or billing statement. Failure to notify Dealertrack within this sixty (60) day period shall constitute Dealer's acceptance of such invoice and waiver of any right to dispute or challenge such fees thereafter. All fees not properly disputed within this timeframe shall be deemed final and binding. Any undisputed amounts invoiced to Dealer are due and payable in full within thirty (30) days of the invoice date. Interest may be charged on any late payment at a rate equal to the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by Laws. Dealer shall be solely responsible for any taxes, duties, or other assessments imposed by any governmental or taxing authority in connection with Dealer's use of or access to IDV, or any use, display, or publication of any Generated Content.



Dealertrack reserves the right to modify its fees and fee structure upon not less than thirty (30) days' prior written notice to Dealer. Continued use of IDV after the effective date of any such change constitutes Dealer's acceptance of the updated fee structure.

14. Usage Based Pricing

To the extent Dealertrack charges fees for IDV on a usage-based model, each individual instance in which Dealer or an Authorized User initiates or submits an identity verification request through IDV, or otherwise triggers the IDV process, will constitute one "use." For clarity and without limitation, the following will constitute separate uses: (a) each instance clicking the "Request IDV" button and initiating the IDV process; (b) each separate initiation of IDV for a co-applicant; (c) any new IDV process started after a timeout, cancellation, or termination of a prior IDV process; and (d) any new IDV request relating to a transaction for which an IDV verification was previously completed, regardless of whether such transaction is copied or resubmitted. Notwithstanding the foregoing, the following will not constitute additional uses: (a) copying a transaction from one lender to another using the same existing IDV result without initiating a new verification request; or (b) resubmitting a transaction using the same IDV result without initiating a new verification request.

At the conclusion of each billing period, Dealertrack will determine the total number of uses based on its internal system records, which shall be conclusive absent manifest error, and will invoice Dealer accordingly.

15. Term and Termination

These Terms apply from the date Dealer first accesses IDV and continue until terminated by either Party in accordance with this Section. Dealertrack may, at any time and in its sole discretion, modify, suspend, or permanently cease offering IDV, or any feature or functionality of IDV, including in any case where Dealertrack reasonably believes that IDV, or any portion thereof, may infringe or otherwise violate the Intellectual Property Rights of any Third Party or any Laws. Dealertrack may also elect to cease doing business with Dealer at any time, with or without cause, and may cancel or terminate Dealer's access to or license for IDV upon notice to Dealer.

Dealer may terminate its access to and use of IDV at any time by providing Dealertrack with prior written notice (email sufficient) requesting deactivation of IDV. Upon receipt of such notice, Dealertrack will deactivate Dealer's access to IDV and, if IDV is billed on a monthly basis, will cease charging applicable fees effective as of the start of the next billing month following deactivation. Dealer shall remain responsible for any fees accrued up to the effective date of deactivation, and there shall be no prorations of any fees.

Upon any termination or expiration of these Terms, all rights, obligations, and licenses granted to Dealer and its Authorized Users shall immediately and automatically terminate, and any unpaid fees or other amounts due hereunder shall become immediately due and payable. For clarity, Dealer may retain copies of any Generated Content or IDV Data previously printed, accessed, or stored by Dealer solely for archival purposes. The provisions of these Terms that by their nature should survive termination or expiration, including those relating to Confidentiality, Proprietary



Rights, Fees and Usage, Limitation of Liability, and Governing Law, shall survive any termination or expiration of these Terms.

16. Indemnification

Dealer shall, at its expense, defend, indemnify, and hold harmless Dealertrack, its Affiliates, and its and their respective licensors and service providers (including any Third Party Licensor or other provider of Third Party Materials), and the officers, employees, representatives, and agents of each of the foregoing (collectively, the “**Dealertrack Related Parties**”), from and against any and all claims, judgments, losses, damages, demands, payments, fines, costs, expenses (including reasonable legal fees and court costs), liabilities, and recoveries of any nature or description incurred by any Dealertrack Related Party, in each case to the extent arising from or in any way relating to (a) any breach or alleged breach by Dealer, any Authorized User, or other Dealer Personnel of any provision of these Terms or any applicable Third Party Terms and Conditions; (b) any use of or access to the Dealertrack Platform, IDV or any Generated Content (including the publication, distribution, or other dissemination of any Generated Content) enabled by Dealer Personnel; or (c) any claim by a retail consumer of Dealer or any other purchaser of any vehicle or any other Dealer product or service. Dealertrack reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Dealer, in which case Dealer agrees to cooperate fully with Dealertrack in the defense of such matter.

Dealer shall also be responsible for, and shall reimburse Dealertrack for, any legal fees, expenses, and other costs incurred by or on behalf of Dealertrack or its Affiliates in connection with any breach of these Terms by Dealer, any Authorized User, or other Dealer Personnel, or in connection with any action or proceeding commenced by or on behalf of Dealertrack to enforce any provision of these Terms.

17. Privacy

Dealer shall comply with all applicable privacy and consumer protection laws, including the *Personal Information Protection and Electronic Documents Act* (PIPEDA), in connection with its use of IDV and any data derived therefrom. Without limiting the foregoing, Dealer shall take all actions reasonably requested by Dealertrack that are reasonably required to enable Dealertrack to comply with all applicable privacy laws.

18. Confidential Information

Dealer agrees not to disclose or allow any Dealer Personnel to disclose, and not to use or allow to be used other than as set forth in these Terms, any information or materials provided or disclosed by or on behalf of Dealertrack or its Affiliates that are designated as “Confidential” or “Proprietary,” or that relate in any way to IDV or any other aspect of the business or operations of Dealertrack or its Affiliates, including, without limitation, any information or materials concerning operations, customers, contractors, distributors, software, technology, products, services, or marketing plans of Dealertrack or its Affiliates (“**Dealertrack Confidential Information**”). Dealertrack agrees not to disclose and not to use or allow to be used other than as set forth in



these Terms, any information or materials provided or otherwise disclosed by or on behalf of Dealer that, at the time of disclosure, are designated as “Confidential” or “Proprietary” (“**Dealer Confidential Information**”). Dealertrack Confidential Information and Dealer Confidential Information are collectively referred to as “**Confidential Information.**” Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of wrongful disclosure by the Receiving Party or its representatives; (b) was in the Receiving Party’s possession or known to it prior to receipt from the Disclosing Party, provided that it was not obtained through improper means; (c) becomes available to the Receiving Party on a non-confidential basis from a source not known by the Receiving Party to be prohibited from disclosing such information; (d) is developed independently by the Receiving Party without reference to the Disclosing Party’s Confidential Information; or (e) was generally made available to third parties by the Disclosing Party without restrictions similar to those imposed under these Terms. A disclosure of Confidential Information required by law, regulation, or court order shall not constitute a breach of these Terms, provided that the Receiving Party provides prior written notice to the Disclosing Party (to the extent permitted by law) to allow the Disclosing Party to seek protective measures or otherwise limit disclosure.

19. Remedies

Any breach of these Terms by Dealer may cause irreparable harm to Dealertrack and its Affiliates, and monetary damages may be inadequate to remedy such harm. Accordingly, Dealertrack shall be entitled to seek equitable relief, including injunctions and specific performance, to prevent or limit any such unauthorized disclosure or use, without the requirement to post any bond or similar security, in addition to any other remedies available at law or in equity.

20. Disclaimer

DEALERTRACK, ITS AFFILIATES, AND ITS LICENSORS, INCLUDING ANY THIRD PARTY LICENSORS, MAKE NO REPRESENTATION OR WARRANTY TO DEALER OR ANY OTHER PERSON WITH RESPECT TO IDV, ANY GENERATED CONTENT, OR ANY THIRD PARTY MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF TITLE, SUITABILITY, LEGALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY OF ANY KIND, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, DEALERTRACK MAKES NO REPRESENTATION OR WARRANTY THAT (A) IDV OR ANY RELATED SERVICES WILL OPERATE ERROR-FREE, WITHOUT INTERRUPTION, OR IN ACCORDANCE WITH ANY SPECIFICATIONS OR DOCUMENTATION, OR (B) IDV OR ANY GENERATED CONTENT IS SUITABLE FOR ANY SPECIFIC PURPOSE, INCLUDING DETECTING, IDENTIFYING, OR PREVENTING FRAUD, FALSE OR INACCURATE IDENTITY, OR ANY OTHER SIMILAR INCIDENT OR CIRCUMSTANCE. DEALER ACKNOWLEDGES THAT ANY USE OF IDV OR ANY GENERATED CONTENT IS AT DEALER’S SOLE RISK. FOR CLARITY, DEALERTRACK HAS NO DUTY TO VERIFY THE CONTENT OR ACCURACY, OR IN ANY MANNER ANALYZE ANY GENERATED CONTENT. DEALER WILL HAVE FULL RESPONSIBILITY FOR ANY DECISIONS AND/OR ANALYSES IN WHICH ANY GENERATED



CONTENT MAY BE USED OR RELIED UPON. ANY RELIANCE BY DEALER UPON ANY GENERATED CONTENT WILL NOT DIMINISH THAT SOLE RESPONSIBILITY.

21. Limitation of Liability

DEALERTRACK, ITS AFFILIATES, AND ITS LICENSORS, INCLUDING ANY THIRD PARTY LICENSORS, SHALL NOT BE LIABLE TO DEALER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, MULTIPLE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF IDV OR ANY GENERATED CONTENT, EVEN IF DEALERTRACK OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE AGGREGATE LIABILITY OF DEALERTRACK AND ITS AFFILIATES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE TERMS AND THE USE OF IDV OR ANY GENERATED CONTENT SHALL BE EXPRESSLY LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY DEALER TO DEALERTRACK FOR IDV IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

22. Mobile Application(s)

IDV or certain features of IDV may from time to time be made available through a mobile or tablet application ("**Mobile Application**"). To use any Mobile Application, an Authorized User must have a compatible mobile or tablet device. Dealertrack does not warrant that any Mobile Application will be compatible with the devices used by Dealer or its Authorized Users. Any portion of IDV or Generated Content made available through a Mobile Application shall, for all purposes, be subject to these Terms, and Dealer and its Authorized Users shall comply with all applicable Third Party Terms and Conditions related to such Mobile Applications. Dealer acknowledges that Dealertrack may update or upgrade its Mobile Applications from time to time, and Dealer (on behalf of itself and its Authorized Users) consents to any such updates or upgrades, including those automatically deployed. Standard carrier data charges may apply to any access or use of a Mobile Application by Dealer or its Authorized Users.

23. Usage Data

Dealer acknowledges and agrees that Dealertrack and its Affiliates may collect, generate, and use certain analytical, technical, or usage-related information and data in connection with Dealer's use of IDV ("**Usage Data**"). Dealertrack and its Affiliates shall have the right to use such Usage Data for Dealertrack's and its Affiliates' business purposes.

24. Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under these Terms (other than payment obligations) to the extent such failure or delay is attributable to any act of God or other condition or event outside of its reasonable control.

25. Notices



Any notices, demands, or other communications required or permitted under these Terms shall be in writing and delivered by email or by a recognized commercial courier to the receiving Party's principal place of business or such other address as may be designated in writing from time to time. Notices delivered by email shall be deemed received on the date sent if transmitted during normal business hours, or on the next business day if sent after hours. Notices sent by courier shall be deemed received upon confirmation of delivery.

26. Governing Law

These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute shall be brought exclusively before the courts of Ontario.

27. Relationship to Other Agreements

These Terms govern Dealer's access to and use of IDV only and are in addition to, and not in substitution for, any other agreements between Dealertrack and Dealer governing Dealer's use of other Dealertrack products or services. In the event of any conflict between these Terms and any such other agreement, these Terms shall govern solely with respect to IDV, and the other agreement shall continue to apply to all other Dealertrack products and services. Pricing and commercial details communicated by Dealertrack to Dealer in writing (including by email or other electronic means) shall form part of these Terms for the applicable billing period.

28. Assignment

Dealertrack may assign or transfer these Terms, in whole or in part, to any Affiliate or in connection with any merger, acquisition, reorganization, or sale of assets, without notice to or consent from Dealer. Dealer may not assign, transfer, or delegate these Terms or any rights or obligations hereunder without Dealertrack's prior written consent. Any attempted assignment in violation of this provision shall be null and void. Subject to the foregoing, these Terms shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

29. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable under any Laws, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of these Terms, and the remaining provisions shall continue in full force and effect as if the invalid or prohibited provision had not been included.

30. Amendments

Dealertrack may update these Terms from time to time by posting an updated version at: [Terms and Conditions](#). Any such updates will take effect thirty (30) days after posting. Dealer's continued use of IDV after that period constitutes acceptance of the updated Terms.



Trader Corporation dba Dealertrack.
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