

Terms of Service

Effective: December 1, 2016

Welcome!

This page (together with the documents referred to on it) tells you the terms of use (the "Terms of Use") on which you may make use of our application for mobile devices (the "App" or "Services"). Please read these Terms of Use carefully before you download, install or use the App. By downloading, installing or using the App, you indicate that you accept these Terms of Use and that you agree to abide by them. Your download, installation or use of the App constitutes your acceptance of these Terms of Use which takes effect on the date on which you download, install or use the App. If you do not agree with these Terms of Use, you should cease downloading, installing or using the App immediately.

CarSwipe is a mobile application that is designed to provide car buyers with the best car buying experience possible with an easy, fast, and fun platform where you can track your favorite cars, share with friends, and maintain your connections, all in one easy swipe. At CarSwipe we bring new and unique vehicle results with every search to ensure we deliver a relevant and accurate car search experience. CarSwipe is also engineered to connect potential buyers with auto dealerships across the United States as well as advertising dealership vehicle Inventory via our mobile application search engine and enable auto dealerships to broadcast their inventory to potential CarSwipe users.

The App is operated by CarSwipe, LLC a Florida Limited Liability Company and we refer to ourselves as "we", "us" or "our"). We own and operate the App on our own behalf.

We reserve the right to change these Terms of Use at any time without notice to you by posting changes on the www.CarSwipe.com/terms (the "Website") or by updating the App to incorporate the new terms of use. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the App after changes are posted constitutes your acceptance of the amended Terms of Use.

We've drafted these Terms of Service (which we simply call the "Terms") so that you'll know the rules that govern our relationship with you. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There's a good reason for that: These Terms do indeed form a legally binding contract between you and CarSwipe. So please read them carefully.

By using the Services, you agree to the Terms. Of course, if you don't agree with them, then don't use the Services.

1. Who Can Use the Services

No one under 18 is allowed to create an account or use the Services and/or App. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all terms carefully.

By using the Services, you state that:

- You can form a binding contract with CarSwipe;
- You are not a person who is barred from receiving the Services under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition;
- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations;

If you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.

2. Rights We Grant You

CarSwipe grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sub licensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Service's benefits in a way that these Terms and our Privacy Policy allows.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

3. Rights You Grant Us

Some of our Services might let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a license to use that content. How broad that license is depends on which Services you use and the Settings you have selected. You also grant CarSwipe a worldwide, royalty-free, sub licensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute that content. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones.

In addition to the rights you grant us in connection with other Services, you also grant us a perpetual license to create derivative works from, promote, exhibit, broadcast, syndicate, publicly perform, and publicly display content submitted to CarSwipe in any form and in any and

all media or distribution methods (now known or later developed). To the extent it's necessary, you also grant CarSwipe and our business partners the unrestricted, worldwide, perpetual right and license to use your name, likeness, and voice solely in any form and in any and all media or distribution methods (now known or later developed). This means, among other things, that you will not be entitled to any compensation from CarSwipe or our business partners if your name, likeness, or voice is conveyed through our App or Services.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including if we think your content violates these Terms. You alone though remain responsible for the content you create, upload, post, send, or store through the Service.

The Services may contain advertisements. In consideration for CarSwipe letting you access and use the Services, you agree that CarSwipe, its affiliates, and third-party partners may place advertising on the Services.

We always love to hear from our users. But if you volunteer feedback or suggestions, just know that we can use your ideas without compensating you.

4. The Content of Others

Much of the content on our Services is produced by users and other third parties and may contain content from publishers. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the person or organization that submitted it. Although CarSwipe reserves the right to review all content that appears on the Services and to remove any content that violates these Terms, we do not necessarily review all of it. So we cannot—and do not—take responsibility for any content that others provide through the Services.

Through these Terms, we make clear that we do not want the Services put to bad uses. But because we do not review all content, we cannot guarantee that content on the Services will always conform to our Terms.

5. Things we are not responsible for:

5.1 We and our subsidiaries, affiliates, officers, employees, agents, partners, licensors, and suppliers make no warranty that: (a) the App will meet your requirements; (b) the App will be uninterrupted, secure, or error-free; (c) the quality of any products, services, information or other material purchased or obtained by you through the App will meet your expectations; or (d) any errors in the App will be corrected.

5.2 CarSwipe does not pre-screen users or the content or information provided by users. Moreover, CarSwipe cannot guarantee the true identity of a user.

5.3 We do not take responsibility for and have no liability in respect of any failure to perform, or delay in performance of, any of our obligations under these Terms to the extent it is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks. In such situations our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of

the situation and we will use our reasonable endeavors to find a solution by which our obligations under these Terms may be performed despite the situation.

5.4 We do not take any responsibility for and have no liability whatsoever for any bodily injury damages including death caused by using the App.

5.5 All prices, incentives and rebate information, and all other information displayed on the App are gathered from Automobile Dealerships that are believed by CarSwipe to be reliable but CarSwipe does not verify this information and no assurances can be given that this information is accurate, complete or current.

The prices displayed on the CarSwipe App for Dealership Vehicle Inventory are advertised feeds by dealers and/or 3rd party partners and are provided to CarSwipe by the dealers or by intermediaries who transmit data from the dealers to us. Be advised that neither CarSwipe nor the dealers are responsible for any errors in such data about prices for dealer inventory vehicles advertised on the App, or for any errors that may occur in the manner in which we apply such data to determine the vehicle prices displayed on the App. Prior to purchasing or leasing any vehicle or other goods or services you read about on App, you should confirm with the dealer all information (including the price and available incentives or rebates) needed to make your decision about a particular vehicle.

We are not responsible for the claims made by Dealers or for the products or services those third parties provide about the quality of those products and services and we do not guarantee or warrant the prices, terms, quality, reliability or performance of the products or services provided by Dealers who advertise vehicle inventories on the CarSwipe App. You agree that we are not responsible for any advertising that we display by any Dealer and/or intermediaries, and that We shall not be liable for any loss or damage of any kind arising from or incurred in connection with your purchase or lease of any automobile vehicle, services or products that are advertised by any Dealer and/or intermediaries on the App. We do not co-sponsor, operate, endorse or guarantee any sweepstakes or contest offer that may be promoted from time to time by any Dealer that advertises its inventory on the App.

6. Intellectual property rights

6.1 You acknowledge that all intellectual property rights in the App, and the Documents anywhere in the world belong to us or our licensors, that rights in them are licensed (not sold) to you, and that you have no rights in, or to, the App or the Documents other than the right to use each of them in accordance with these Terms.

6.2 You acknowledge that you have no right to have access to the App in source-code form.

7. Privacy

Your privacy matters to us. You can learn how we handle your information when you use our Services by reading our privacy policy www.CarSwipe.com/privacy. We encourage you to give the privacy policy a careful look because, by using our Services, you agree that CarSwipe can collect, use, and transfer your information consistent with that policy.

8. Respecting Other People's Rights

CarSwipe respects the rights of others. And so should you. You therefore may not upload, post, send, or store content that:

- violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right;
- bullies, harasses, or intimidates;
- defames; or
- spams or solicits CarSwipe's users.

You must also respect other's rights. These Terms do not grant you any right to:

- use branding, logos, designs, photographs, videos, or any other materials used in our Services;
- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth in these Terms;
- use the Services or any content on the Services for any commercial purposes without our consent.

In short: You may not use the Services or the content on the Services in ways that are not authorized by these Terms. Nor may you help or enable anyone else in doing so.

9. Respecting Copyright

CarSwipe honors the requirements set forth in the Digital Millennium Copyright Act. We therefore take reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. And if CarSwipe LLC becomes aware that one of its users has repeatedly infringed copyrights, we will take reasonable steps within our power to terminate the user's account.

We make it easy for you to report suspected copyright infringement. If you believe that anything on the Services infringes a copyright that you own or control, please contact CarSwipe:

CarSwipe, LLC
Attn: Copyright Agent
email: contact@carswipe.com

If you file a notice by mail with CarSwipe, it must comply with the requirements set forth at 17 U.S.C. § 512(c)(3). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

10. Safety

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that:

- You will not use the Services for any purpose that is illegal or prohibited in these Terms.
- You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user's information.
- You will not use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.
- You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
- You will not use or attempt to use another user's account, username, or password without their permission.
- You will not solicit login credentials from another user.
- You will not post content that contains pornography, graphic violence, threats, hate speech, or incitements to violence.
- You will not upload viruses or other malicious code or otherwise compromise the security of the Services.
- You will not attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access.
- You will not probe, scan, or test the vulnerability of our Services or any system or network.
- You will not encourage or promote any activity that violates these Terms.

We also care about your safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws.

11. Your Account

You are responsible for any activity that occurs in your account. So it's important that you keep your account secure. One way to do that is to select a strong password that you don't use for any other account.

By using the Services, you agree that, in addition to exercising common sense:

- You will not create more than one account for yourself.
- You will not create another account if we have already disabled your account, unless you have our written permission to do so.
- You will not buy, sell, rent, or lease access to your account without our written permission.
- You will not share your password.
- You will not log in or attempt to access the Services through unauthorized third-party applications or clients.

If you think that someone has gained access to your account, please immediately reach out to CarSwipe Support.

13. Data Charges and Mobile Phones

You are responsible for any mobile charges that you may incur for using our Services, including text-messaging and data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.

If you change or deactivate the mobile phone number that you used to create a CarSwipe account, you must update your account information through Settings within 72 hours to prevent us from sending to someone else messages intended for you.

14. Third-Party Services

If you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. CarSwipe is not responsible or liable for those third party's terms or actions taken under the third party's terms.

15. Modifying the Services and Termination

We may add or remove features, products, or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

While we hope you remain a lifelong user of CarSwipe, you can terminate these Terms at any time and for any reason by deleting your account.

CarSwipe may also terminate these Terms with you at any time, for any reason, and without advanced notice. That means that we may stop providing you with any Services, or impose new or additional limits on your ability to use the Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason.

Regardless of who terminates these Terms, both you and CarSwipe continue to be bound by the Terms of this Agreement.

16. Indemnity

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless CarSwipe, our owners, members, directors, officers, employees, and affiliates from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your content; and (c) your breach of these Terms.

17. Disclaimers

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE CARSWIPE ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CARSWIPE CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

CARSWIPE TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH CARSWIPE WILL BE RESPONSIBLE FOR.

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CARSWIPE AND OUR MANAGING MEMBERS, OWNERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, INCLUDING BODILY INJURY DAMAGES OR DEATH OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR

INABILITY TO ACCESS OR USE THE SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF CARSWIPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CARSWIPE'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO YOUR USE OF THE APP AND/OR SERVICES EXCEED THE GREATER OF \$100.00 (ONE HUNDRED USD) OR THE AMOUNT YOU PAID CARSWIPE, IF ANY, IN THE LAST 12 MONTHS. We are also not responsible for any unforeseeable loss or damage you suffer. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time you agreed these Terms

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

19. Applicable Law

By using the App and/or Services from CarSwipe, you agree that the laws of the State of Florida, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and CarSwipe.

Disputes

ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SERVICES OR APP SHALL BE SUBMITTED TO CONFIDENTIAL BINDING ARBITRATION IN WEST PALM BEACH, FLORIDA, EXCEPT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

CONFIDENTIAL ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY UNDER THE CONSUMER ARBITRATION RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA'S CONSUMER RULES"), EXCLUDING ANY RULES AND PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE RULES ARE AVAILABLE AT THE AMERICAN ARBITRATION ASSOCIATION'S WEBSITE.

YOU AND CARSWIPE AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.

THE ARBITRATOR SHALL APPLY FLORIDA LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS

ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN WEST PALM BEACH, FLORIDA.

If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules.

20. Severability

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

21. Additional Terms for Specific Services

Given the breadth of our Services, we sometimes need to craft additional terms and conditions for specific Services. Those additional terms and conditions, which will be available with the relevant Services, then become part of your agreement with us if you use those Services.

22. Final Terms

- These Terms make up the entire agreement between you and CarSwipe, and supersede any prior agreements.
- These Terms do not create or confer any third-party beneficiary rights.
- If we do not enforce a provision in these Terms, it will not be considered a waiver.
- We reserve all rights not expressly granted to you.
- You may not transfer any of your rights or obligations under these Terms without our consent.
- These Terms were written in English and to the extent the translated version of these Terms conflict with the English version, the English version will control.

Contact Us

CarSwipe welcomes comments, questions, concerns, or suggestions. Please email all suggestions to: contact@carswipe.com.

