

Terms of use  
for  
iOS CCC® Drive

Effective August 11, 2021

THESE TERMS OF USE (THIS “**AGREEMENT**”) IS ENTERED INTO BY THE INDIVIDUAL ACCEPTING THIS AGREEMENT (“YOU” OR “YOUR”) IN FAVOR OF CCC INTELLIGENT SOLUTIONS INC. (“**CCC**”) AND GOVERN YOUR ACCESS TO AND USE OF THE CCC® DRIVE APPLICATION AND ITS SUCCESSOR PRODUCTS AND SERVICES (COLLECTIVELY THE “**APPLICATION**”). BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, OR BY OTHERWISE INDICATING YOUR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN (INCLUDING, WITHOUT LIMITATION, BY INDICATING SUCH CONSENT WITHIN THE APPLICATION), YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. SHOULD YOU NOT ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY UNINSTALL THE APPLICATION AND/OR DISCONTINUE ITS USE. CONTINUED USE OF THE APPLICATION SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THIS AGREEMENT AND ANY CHANGES TO IT.

**THIS AGREEMENT PROVIDES CCC WITH YOUR UNCONDITIONAL AND IRREVOCABLE CONSENT TO USE PROGRAM DATA AND PARTICIPANT INFORMATION AS SET FORTH HEREIN, AND INCLUDES A WAIVER AND RELEASE OF LIABILITY IN FAVOR OF CCC. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE YOU HAVE COMPLETELY READ AND FULLY UNDERSTANDS THE TERMS HEREOF AND AGREES TO BE BOUND THEREBY.**

**These Terms and Conditions contain an arbitration provision and a waiver of class action rights as set forth in Section 9 below. By agreeing to arbitration, each party waives its rights to have any claims heard in a court by a judge or jury. By agreeing to waive class action rights, each party agrees to assert claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.**

**1. Program Participation; Confidentiality.**

Use of the Application indicates that You desire to participate in a program and service wherein CCC will collect certain data and information from your mobile device, on the terms and conditions set forth herein, for (i) to assist in tracking Your vehicle’s travel on the Application (the “**Trip Tracker**”), (ii) use in research and development of products and services, and (iii) creation, and use, of analytics to improve products and services (including the Program) (the “**Program**”) (for clarity, Trip Tracker is part of the Program). Subject to CCC’s right to discontinue or alter the Application at any time, in whole or part, the Application may be used on Apple iPhone® mobile phone devices (individually, a “**Device**” and collectively, the “**Devices**”). You are responsible for paying for all rates and charges in connection with using the Devices. You understand that Trip Tracker will only be turned on and active if You activate it on Your Device. If You do not activate Trip Tracker, CCC will be unable to provide the Trip Tracker service. Should you activate Trip Tracker, CCC will be able to provide You statistics on your travel, while Trip Tracker is active. Such statistics may include, but are not limited to: trip time, vehicle travel distance, trip start and end time, and trip duration.

You acknowledge that the Program constitutes a CCC service from which CCC will provide You Trip Tracker as well as provide CCC the Program Data (defined below) to develop and improve the Program. You agree the fact and purpose of the Program, the Application (including the data and information to be collected thereby), and any other information provided to you with respect to the Program or the Application (collectively, the “**Confidential Information**”) constitutes proprietary and confidential information of CCC. You will hold the Confidential Information in strict confidence and not to disclose the Confidential Information (or any portion thereof) to any person other than in accordance with the terms and conditions of this Agreement or as required by applicable law.

## **2. No Relation to Employment.**

If You, any member of Your family, or any of Your associates are an employee, officer, director, or contractor of CCC, You understand and agree that participation in the Program is optional and separate and apart from any such employment or other relationship with CCC and your or such person's employment is not contingent upon or otherwise impacted by participation in the Program.

## **3. Data Collection; Consent & Licenses.**

You hereby acknowledge and agree that the purpose of the Program and the Application is to provide Trip Tracker and to improve, and develop, future products and services by collecting the following data and information (the "**Program Data**"), and hereby irrevocably consent to the collection of such data and information by CCC by and through the Application:

- a. Data provided by the operating system of the Device, including data and information which provides insights into what the user is currently doing:
  - i. DeviceID (a unique identifier tied to the Device in use); and
  - ii. Analytics data from the device and mobile app – Includes characteristics and usage status / conditions of the User's mobile device (i.e. device make/model, OS, memory, CPU, battery, etc) and mobile app (app version, permission status, etc)
- b. Data about the location of the Device:
  - i. Location/GPS (a sensor which identifies the location of the Device).
  - ii. Trip data – Start / end times

You hereby acknowledge and agree that, additionally, in connection with the Program CCC will collect Your name, e-mail address and other contact information (the "**Participant Information**") and hereby irrevocably consent to the collection of such data and information by CCC by and through the Application or any other means. It is a condition of your use of the Application that all of the Participant Information you provide is correct, current and complete. You are personally responsible for any use of the Application that occurs under or in connection with your Participant Information.

All information CCC collects from the Application is subject to the CCC® Drive Privacy Policy ("**Privacy Policy**")

[https://github.com/cccuser/CCCSuportDocuments/blob/master/CCCBranedMCD/CCC\\_Drive\\_Privacy\\_Policy\\_August\\_11\\_2021.pdf](https://github.com/cccuser/CCCSuportDocuments/blob/master/CCCBranedMCD/CCC_Drive_Privacy_Policy_August_11_2021.pdf), the location and terms of which may be changed from time to time. By using the Application, you acknowledge that you have read and understood the Privacy Policy.

If You object to CCC's collection or use of any portion of the Program Data or Participant Information, Your sole remedy will be to terminate participation in the Program (including, without limitation, by deleting or uninstalling the Application). Any such termination shall not affect CCC's rights to use any Program Data or Participant Information collected prior to such termination in accordance with the terms of this Agreement.

You hereby irrevocably consent and agree and provide CCC all the worldwide rights and licenses necessary for CCC (a) in perpetuity, to use the Program Data, and to share the Program Data with its third party contractors, solely in de-identified form for the purpose of conducting research and development with respect to current and potential CCC products and services; and (b) for the period required therefor, to use the Participant Information solely for the purposes of the administration of the Program, and not for any research and development or other purposes.

You hereby agree that CCC may use, exploit and otherwise commercialize, in any manner, any suggestion or advice you may provide concerning the Application ("**Feedback**"), and you hereby grant to CCC a worldwide, non-exclusive, royalty-free, fully paid up, irrevocable, sub-licensable and perpetual right and license to make, use, copy, sell, distribute, otherwise exploit and create derivative works of the Feedback. You irrevocably release CCC from any and all liability and claims that may result from or are related to the rights in the Feedback.

#### **4. License to Use of Application; Prohibitions.**

Subject to this Agreement, CCC grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Application solely for Your personal, non-commercial use and only on a Device that is owned or controlled by you as permitted under the applicable Apple terms and conditions and in accordance with this Agreement.

You must be at least 18 years old to access and use the Application. You may not (a) remove any copyright, trademark or other proprietary notices from any portion of the Application; (b) reproduce, modify, create derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, transmit, stream, republish, broadcast or otherwise exploit the Application except as set forth in this Agreement; (c) decompile, reverse engineer or disassemble the Application; or (d) link to, mirror or frame any portion of the Application.

The Application shall not be used: (a) In any way that violates any applicable federal, state, local or international law or regulation; (b) For fraudulent or deceptive purposes; (c) By any robot, spider or other automatic device, process or means; (d) To attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer or database connected to the Application; or (e) Outside the United States.

#### **5. Disclaimers; limitation of liability.**

THE APPLICATION IS PROVIDED "AS/IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED. CCC MAY UPDATE, MODIFY, ENHANCE, SUPPLEMENT OR OTHERWISE ALTER THE APPLICATION, OR DISCONTINUE PROVISION OF THE APPLICATION, AT ANY TIME IN ITS SOLE DISCRETION. THIS AGREEMENT DOES NOT PROVIDE YOU WITH ANY RIGHT TO CONTINUED USE OF THE APPLICATION. YOU ARE USING THE APPLICATION AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, CCC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APPLICATION BY YOU IS IN COMPLIANCE WITH LAWS, OR THAT YOUR INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

IN NO EVENT WILL CCC, ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS SUPPLIERS, SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, the Application, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, IN NO EVENT SHALL CCC, ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS SUPPLIERS, SUCCESSORS AND ASSIGNS, BE LIABLE FOR DAMAGES, LOSSES AND/OR CAUSES OF ACTION EXCEEDING THE AMOUNT, IF ANY, PAID BY YOU FOR USE OF the Application OR \$100.00, WHICHEVER IS LESS.

#### **6. Your Representations.**

You hereby represent, warrant and covenant with and to CCC as follows: (a) you are of legal age, have every right to contract in Your own name and are not prohibited by any law, order or other agreement from entering into this Agreement; (b) You will, at all times during the Program and in connection with the use of the Application, comply with all applicable laws; (c) You have authority to provide the consents and agreements herein on behalf of all persons who may have an interest in any Program Data, including each owner, operator, driver or passenger of any automobile; and (d) if You, any member of Your family, or any of Your associates are an employee, officer, director, or contractor of CCC, You understand and agree that participation in the Program is optional and separate and apart from any such employment or other relationship with CCC.

## **7. Your Release and Indemnification.**

You, on behalf of Yourself and each of Your heirs, successors and assigns, hereby releases and discharges CCC, its parent, affiliates, subsidiaries, related companies, successors and assigns and each of their officers, directors and employees (the “**CCC Parties**”) from all claims, causes of action, suits, costs, demands, liabilities or judgments whatsoever, in law or in equity, arising out of or in connection with the Program or Your participation therein (including, without limitation, the use of the Application). You agree to indemnify and hold harmless each CCC Party from all claims, suits, costs, demands, liabilities, judgments and causes of action, in law or in equity, arising in connection with Your participation in the Program, the Application, use of Program Data or Participant Information in accordance with the terms of this Agreement, or Your breach of this Agreement.

## **8. Intellectual Property**

Unless otherwise indicated in this Agreement or within the Application, names, logos, product and service names, designs and slogans displayed in or associated with the Application are trademarks of CCC or its affiliates or licensors. All other names, logos, product and service names, designs and slogans in connection with the Application are the trademarks of their respective owners. None of the foregoing may be used by you without the prior written consent of CCC or the applicable trademark owner.

## **9. Choice of Law, Jurisdiction; Arbitration**

This Agreement and your use of the Application are governed by and construed in accordance with the laws of the State of Illinois to the exclusion of its conflict of laws rules. Any dispute, claim, case or controversy, whether in tort, contract, statute or otherwise, arising out of or relating to the Application shall be resolved by binding arbitration. By using the Application, you signify your consent to arbitration in Chicago, Illinois.

**This Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. No arbitration will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.** Any disputes regarding arbitrability, the scope of arbitration or the arbitrator's jurisdiction will be decided by the arbitrator. The arbitration will be administered by either (a) the American Arbitration Association under its Commercial Arbitration Rules, or (b) JAMS Dispute Resolution Experts under its Comprehensive Arbitration Rules. The arbitration will be conducted by a single arbitrator in English in Chicago, Illinois. The award of the arbitrator shall be accompanied by a statement of the reasons upon which the award is based. This Agreement is governed by the Federal Arbitration Act, and any award shall be subject to judicial confirmation in any court having jurisdiction. If any part of this paragraph is deemed illegal, unenforceable or invalid, then that portion will be severed and it shall not operate to invalidate any other portion of this paragraph.

**BY AGREEING TO THIS ARBITRATION PROVISION, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL AS WELL AS ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR IN CLASS ACTION PROCEEDINGS.**

**ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

#### **10. Modification of this Agreement**

CCC may change or modify this Agreement or any other CCC terms, conditions, or policies related to the use of the Application at any time and at its sole discretion by messaging Your email address on file and posting revisions within the Application. Continued use of the Application following the posting of these changes or modifications will constitute your acknowledgement and agreement to such changes or modifications. If you do not agree to or cannot comply with the Agreement as modified, you must stop using the Application. We'd be sorry to see you go.

#### **11. Waiver and Severability**

No waiver by CCC of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CCC to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

#### **12. Entire Agreement.**

This Agreement and the Privacy Policy constitute the entire understanding and agreement with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.