

Terms of Use for Video Chat for Repair Facilities

Last Updated: November 30, 2020

The following Terms of Use apply your access, use and provision of information to Video Chat for Repair Facilities ("Video Chat - RF"). Please review the following terms carefully. By accessing or using Video Chat - RF, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use Video Chat - RF. Video Chat - RF is provided to you by CCC Information Services Inc. on behalf of an insurance carrier or its designated third party administrator in which you have a business relationship and to whom you are actively engaging in a video chat session (inclusive of representatives, "insurance carrier"). References in this Terms of Use to "you" or "your" or variations thereof shall mean individual users of Video Chat – RF as well as the repair facility employer of such individual, and references to "CCC," "we," "our," "us," or variations of any of these, shall mean CCC Information Services Inc. and its affiliates, acting as service provider to the insurance carrier.

By accepting these Terms of Use you are agreeing to the Arbitration Agreement and class action waiver described herein to resolve any disputes with CCC (except for matters that may be taken to small claims court).

Video Chat - RF is designed to allow you to utilize video for live communications with insurance carrier, and to allow insurance carrier to capture photos, record, and transmit to the insurance carrier photographs and (when available) videos of the damaged or totaled vehicle(s) for which you are evaluating and the video chat session. All use of Video Chat - RF for any other purpose is strictly prohibited.

Please limit the availability of photos and videos, and annotations thereto, requested by insurance carriers. Please do not include any personal information about you, or any other person, in the photographs, videos or text you submit or allow the insurance company to photograph or record in Video Chat - RF. Everything you submit or allow the insurance carrier to photograph or record in Video Chat - RF will be shared with insurance carriers and other parties, as described in our [Privacy Policy](#).

Incorporation of Related Terms and Third Party Content

Video Chat - RF may be used on Apple iPhone® mobile phone devices and Android™ 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.

Third party content may be made available to you in connection with Video Chat - RF (the "**Content**"). All statements and/or opinions expressed in the Content are solely the opinions and responsibility of the person or entity providing those materials. CCC does not endorse such third party services or the Content and does not and cannot pre-screen or monitor Content. CCC shall not be liable for any products, services or the Content of third parties or the accuracy of any such products, services or the Content.

You acknowledge and agree that different terms of use and privacy policies may apply to your use of the Devices and the Content (the "**Third Party Terms**"). Should any provisions in the Third Party Terms

conflict with these Terms of Use, these Terms of Use will control, solely to the extent such provisions apply to Video Chat - RF.

Privacy Policy

All information CCC collects from Video Chat - RF is subject to Video Chat - RF's Privacy Policy ("[Privacy Policy](#)"), the location and terms of which may be changed from time to time. By using Video Chat - RF, you acknowledge that you have read and understood the Privacy Policy.

CCC Content

As part of Video Chat - RF, you may be provided with content developed by CCC or its licensors (the "**CCC Content**"). CCC reserves the right to disable or remove any CCC Content for any reason at any time without notice to you.

License

You must be at least 18 years old to access and use Video Chat - RF. Subject to these Terms of Use, CCC grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use Video Chat - RF solely to provide information to insurance carrier related to the vehicle you are evaluating and only on a Device that is owned or controlled by you as permitted under the applicable Apple or Google terms and conditions and in accordance with these Terms of Use. In addition, CCC grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the CCC Content solely to provide information to insurance carrier related to the vehicle you are evaluating in connection with use of Video Chat - RF.

These Terms of Use also governs any updates to or supplements or replacements for Video Chat - RF and the CCC Content, unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

You may not (a) remove any copyright, trademark or other proprietary notices from any portion of Video Chat - RF or the CCC Content; (b) reproduce, modify, create derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, transmit, stream, republish, broadcast or otherwise exploit Video Chat - RF or the CCC Content except as set forth in these Terms of Use; (c) decompile, reverse engineer or disassemble Video Chat - RF or the CCC Content; or (d) link to, mirror or frame any portion of Video Chat - RF or the CCC Content.

Any use of Video Chat - RF and the CCC Content not specifically permitted under these Terms of Use is strictly prohibited.

Intellectual Property Rights and Feedback

All right, title and interest (including all copyrights, patents, patent rights, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights) in Video Chat - RF and the CCC Content (including any modification, translation or adaptation thereof and any other improvement or development thereto or based thereon which is suggested by you (the "**Feedback**") are and shall remain the sole and exclusive property of CCC or its licensors.

You acknowledge and agree that (a) the Feedback does not contain confidential or proprietary information of third parties; (b) CCC is under no obligation of confidentiality regarding the Feedback (express or implied); (c) CCC may have something similar to the Feedback; (d) CCC is under no obligation to use the Feedback; and (e) CCC may use, distribute, exploit, assign and further develop and modify the

Feedback for any purpose, and you shall not be entitled to any compensation of any kind. To the extent that any copyright or other intellectual property ownership interest vests in you with respect to the Feedback, you hereby grant 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. No right, title or interest in or to Video Chat - RF, the Content or CCC Content is transferred to you, and all rights not expressly granted are reserved by CCC.

User Responsibility

You are personally responsible for any use of Video Chat - RF, the Content and the CCC Content and any activity that occurs under your use of a Video Chat – RF session.

User Information

By acknowledging and consenting to these Terms of Use, or by downloading, installing or using Video Chat - RF, you agree that CCC, its affiliates, insurance carrier customers, agents, third party partners, and successors, may use, process, maintain, share, and/or transmit the information you provide through your use of Video Chat - RF—including your Personal Information (as defined in the Privacy Policy)—for the purposes disclosed in these Terms of Use and the Privacy Policy.

You further agree to immediately notify CCC of any suspected unauthorized transactions associated with Video Chat - RF or any other breach of security. CCC shall not be responsible for any losses arising from the financial loss or theft of user information due to unauthorized or fraudulent transactions related to Video Chat - RF. You are solely responsible for taking precautionary steps to protect user information.

User-Generated Content

You may generate content, written or otherwise, or allow insurance carrier to capture photographs or record content, while you are using Video Chat - RF ("**User-Generated Content**"). User-Generated Content includes, but is not limited to, any communications, images, photos, videos, sounds, and all the material, data and information that you upload or transmit through Video Chat - RF. You acknowledge and agree that User-Generated Content may be used, reproduced, displayed, modified, deleted, added to, adapted, and published by CCC (for example, in product marketing campaigns), all subject to these Terms of Use and the Privacy Policy. You grant CCC, including its affiliates, insurance carrier customers, agents, third party partners and successors, a worldwide, irrevocable, transferrable, sub-licensable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, store and prepare derivative works from and exploit, in whole or part, the User-Generated Information in any manner or any medium now known or hereafter devised.

Prohibited Uses

You may use Video Chat - RF and the CCC Content only for lawful purposes and in accordance with these Terms of Use. Video Chat - RF and the CCC Content shall not be used in any way that:

1. Violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
2. Harasses, abuses, stalks, threatens, defames or violates the rights of any other party (including, but not limited to, rights of publicity or other proprietary rights).
3. Is in violation of these Terms of Use or for fraudulent or deceptive purposes.

4. Attempts to gain unauthorized access to CCC's user accounts.
5. Could disable, overburden, damage or impair CCC's services or networks or interfere with any other party's use of Video Chat - RF, including another party's ability to engage in real time activities through Video Chat - RF.
6. Uses any robot, spider or other automatic device, process or means to access Video Chat - RF for any purpose, including monitoring or copying any of the material on Video Chat - RF.
7. Uses any manual process to monitor or copy any of the material on Video Chat - RF or for any other unauthorized purpose without CCC's prior written consent.
8. Uses any device, software or routine that interferes with the proper working of Video Chat - RF.
9. Introduces any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
10. Attempts to gain unauthorized access to, interfere with, damage or disrupt any parts of Video Chat - RF, the server on which Video Chat - RF is stored, or any server, computer or database connected to Video Chat - RF.
11. Attacks Video Chat - RF via a denial-of-service attack or a distributed denial-of-service attack.
12. Otherwise attempts to interfere with the proper working of Video Chat - RF.
13. Fails to comply with applicable Third Party Terms.

Termination

CCC may, in its sole discretion, terminate these Terms of Use and/or remove the Content and/or the CCC Content at any time and for any reason. Upon termination, the rights and licenses granted to you, including your ability to access and use Video Chat - RF, will immediately terminate, and you shall immediately terminate your use of and access to Video Chat - RF and the CCC Content.

Geographic Restriction

CCC provides Video Chat - RF for use only by persons located in the United States.

Indemnification

You agree to indemnify and hold harmless CCC, its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to User Generated Content, your violation of these Terms of Use or your use of Video Chat - RF, including, but not limited to, any use of the CCC Content, the Content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from Video Chat - RF.

No Warranties

VIDEO CHAT - RF, THE CONTENT AND THE CCC CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED. YOU ARE USING VIDEO CHAT - RF, THE CONTENT AND THE CCC CONTENT AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, CCC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT VIDEO CHAT - RF, THE CONTENT AND THE CCC CONTENT ARE 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 VIDEO CHAT - RF, THE CONTENT AND THE CCC CONTENT BY YOU IS IN COMPLIANCE WITH LAWS, OR THAT YOUR INFORMATION TRANSMITTED IN CONNECTION WITH VIDEO CHAT - RF WILL BE SUCCESSFULLY,

ACCURATELY OR SECURELY TRANSMITTED.

Limitation on Liability

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, VIDEO CHAT - RF, THE CONTENT AND THE CCC CONTENT, 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 VIDEO CHAT - RF OR \$100.00, WHICHEVER IS LESS.

Intellectual Property

CCC and the CCC logo and all related names, logos, product and service names, designs and slogans are trademarks of CCC or its affiliates or licensors (the "CCC Marks"). All other names, logos, product and service names, designs and slogans in connection with Video Chat - RF are the trademarks of their respective owners (the "Third Party Marks"). The CCC Marks and Third Party Marks are collectively referred to as the "Marks." The Marks may not be used by you without the prior written consent of CCC or the applicable trademark owner.

Choice of Law, Jurisdiction; Arbitration

These Terms of Use and your use of Video Chat - RF 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 Video Chat - RF shall be resolved by binding arbitration. By using Video Chat - RF, you signify your consent to arbitration in Chicago, Illinois.

These Terms of Use 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. These Terms of Use 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.

Entire Agreement

These Terms of Use and the Privacy Policy constitute the sole and entire agreement between you and CCC with respect to Video Chat – RF, the Content, and the CCC Content and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to Video Chat – RF, the Content, and the CCC Content.

Modification of these Terms of Use

CCC may change or modify these Terms of Use or policies related to the use of Video Chat - RF (including those identified in these Terms of Use) at any time and at its sole discretion by posting revisions on within Video Chat - RF. Continued use of Video Chat - RF 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 these Terms of Use as modified, you must stop using Video Chat - RF.

Waiver and Severability

No waiver by CCC of any term or condition set forth in these Terms of Use 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 these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use 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 these Terms of Use will continue in full force and effect.

Third Party Beneficiary

Except for CCC's service providers, licensors, or others involved in creating or providing Video Chat - RF, nothing herein, express or implied, shall give or be construed to give any rights hereunder to any third party.

Assignment

CCC may assign or delegate these Terms of Use and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms of Use and/or the Privacy Policy without the prior written consent of CCC's Chief Executive Officer, and any unauthorized assignment and delegation by you is ineffective.

Legal Notice

Certain portions of Video Chat - RF are owned and licensed through Sightcall, Inc.