

# Member Agreement/Terms and Conditions

You have been invited to participate in an online market research community, The Dealer's Circle, (the "Community") conducted by Vision Critical (US) Inc. ("VCI") on behalf of its client ("Sponsor"). For more information about VCI, see its website at [www.visioncritical.com](http://www.visioncritical.com). For more information about the Sponsor, please refer to your Community. In some Communities, the Sponsor will remain anonymous.

In order to participate in the Community, we ask that you read, understand and agree to the important Terms and Conditions below as these Terms govern your access to, use of, and participation in the Community. Your use of the Community is also subject to VCI's website terms of use, available at <https://www.visioncritical.com/terms-use/>

## Your Community Account

Please do not share your Community login credentials with anyone. You received your invitation to participate in the Community based on specific criteria and the invitation was meant for you only. Your inclusion in the Community was based on information you have provided that meets Community selection criteria. VCI may terminate your access to the Community or to your account without notice to you at VCI's or the Community Sponsor's discretion, including if you share your Community access information with anyone, if you misrepresent information relevant to the Community selection criteria, if you violate the Community Code of Conduct, if the market research goals of our Sponsor change, if you fail to actively participate in Community activities, or if you fail to comply with any of the Terms.

## Community Code of Conduct

The Community Code of Conduct governs your participation in, and use of, the Community. The Code of Conduct is designed to ensure the Community is a safe and comfortable environment for all members. If you violate the Code of Conduct, your Community account may be suspended or terminated.

- While participating in the Community you will respect the rights of the other members to use the Community as it was intended.
- Only those who are members of the Community may access it.
- You or anyone in your household or immediate family cannot work for a market research company. There may also be other employment exclusions represented in the recruitment screener for your Community. These exclusions exist so that VCI and/or its Sponsor can meet specific research goals and are not included for any discriminatory purpose. You agree to accurately respond to such recruitment questions.

- You will not upload, post or otherwise distribute any other member's personal information through the Community.
- You will not violate or infringe any rights of third parties (including copyright, trademark, rights of privacy or publicity or any other proprietary right) and you will not violate any applicable laws or regulations.
- You will not post any of the following: material that advocates illegal activity, material that restricts or inhibits any other user from using the site, material that contains a virus or other component, material that is offensive or defamatory, advertising or any form of commercial solicitation, or copyright-protected files.
- You will not copy or download any material from the Community unless instructed to do so by a Community Facilitator.

## Community Sponsor Materials and Intellectual Property

Content made available by and trademarks and other intellectual property of Community Sponsor are used with permission and may not be modified, reproduced, copied or distributed without permission.

## Privacy

As part of your participation in the Community, you will be asked to answer certain questions and participate in various activities. In some cases, you may be asked to provide personal contact information, such as your name, address, and email address. In addition, we may collect sensitive personal information (e.g. ethnicity, income, education, etc.) for the purposes of creating a balanced Community reflective of the consumer population; this information is not collected for, nor is it used for, any discriminatory purpose. You do not have to answer any question or submit any sensitive information if you are not comfortable.

Any information you provide may be used in the following ways:

- a) to determine whether you meet the criteria for a Community;
- b) to communicate with you regarding your participation in a Community;
- c) for market research conducted on behalf of a VCI client through your Community.

Although unlikely, your personal information may be disclosed to the governments, courts, law enforcement or regulatory agencies under a lawful order in a jurisdiction where you are resident or where your personal information is stored and/or processed. You cannot opt out of disclosure of your personal information if required by lawful order.

VCI will use your information in accordance with the terms of this Agreement and VCI's privacy policy, a copy of which is available at [www.visioncritical.com/trust/policies](http://www.visioncritical.com/trust/policies). Your Community activities will be shared with the Sponsor. VCI may include in reports to the

Sponsor any of the content you submit to the Community, including: quotes; photos; videos; community activity participation information. The Sponsor will have direct access to the Community. Your personal information will be handled in accordance with the Sponsor's privacy policy, a copy of which will be made available through your Community.

**By accepting this Agreement and by submitting your information and participating in any Community, you explicitly consent to use of your personal information consistent with the terms of this Agreement and the privacy policies applicable to your Community.**

If you do not want your personal information collected and/or used in this way, please do not submit it to us. If you have already submitted this information and would like us to correct or remove it from our records, please contact the community facilitator at [support@thedealerscirclecommunity.com](mailto:support@thedealerscirclecommunity.com).

## Storage and Processing of Personal Information

Personal information collected on the site may be hosted, stored, processed and/or supported in your country of residence or any other country in which VCI, its Sponsor or its subcontractors or agents maintain facilities. **By joining The Dealer's Circle community, you explicitly consent to any transfer of information outside your country of residence.**

## Use of Cookies

Cookies are small pieces of information that are sent from our website and stored on your computer or mobile device to help us remember information about how you use our website and access the Community. For more information about the specific cookies we use, please see our privacy policy. We use cookies on this site to remember your email address and/or preferences and to improve the activities on our site and within our Communities. **By joining The Dealer's Circle community, you consent to our use of cookies to track your session activity for these purposes.** If you don't consent to our using cookies to track your session activity, you may not be able to access or use the Community and/or the site.

## Confidentiality

As a member of the Community, you may have access to ideas or information that are and should remain confidential. Please do not share confidential ideas or information with anyone, unless we tell you otherwise or disclosure is required by local law. If confidential information is released, we may have to remove the Community member(s) who released the information, or we may have to shut down the Community entirely.

# Material That You Share With the Community

By agreeing to these terms, and participating in the Community, you irrevocably assign to the Sponsor all rights in any ideas or expressions of ideas that you provide during your participation in the Community. All comments, suggestions, graphics, ideas (including product and advertising ideas), and other information or materials you submit, post, upload, or otherwise provide to VCI through the Community will become and remain the exclusive property of the Community Sponsor, including any future rights associated with such submissions, even if these Terms and Conditions are later modified or terminated. This means that you disclaim any proprietary rights in such submissions, and you acknowledge the Sponsor's unrestricted right to use and/or assign or otherwise transfer them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person.

## Release and Waiver

You further agree to release and waive all claims against VCI and the Sponsor with respect to any intellectual property or other proprietary rights, rights of privacy and publicity, rights of attribution, or any other liability under the applicable laws. You agree to indemnify and hold VCI and the Sponsor harmless from all claims, actions, damages, costs, judgments, penalties or expenses of any kind whatsoever (including reasonable attorneys' fees except as provided herein), which may be obtained against, suffered by, or imposed upon VCI, the Sponsor, and/or their officers, directors, agents or affiliates as a result of any claim for its use of any information you provide through the community that is proprietary, confidential or protected by the laws of any jurisdiction.

## Third Party Sites and Application

Your participation in your Community may require use of mobile device services, including data and/or messaging services. Please be aware that your normal carrier's rates and fees, such as text messaging fees or data usage fees, will apply and VCI is not responsible for any charges that may be incurred by you during participation in any mobile device-based Community.

The Community may include links to third party sites or services, including links added by Community members. The links are contained within the Community for informational purposes only. If you access any of the links to Internet sites, content, or videos accessible through the Community, but maintained by third parties, you do so at your own risk, and VCI and the Sponsor are not responsible for their contents, or how they treat your personal information.

At your Community Sponsor's discretion, your Community may include the option to integrate or associate your VCI account with third party services, including social media applications such as Facebook®. If this is the case in your Community, VCI will provide you with instructions for (a) linking your Community Account to your social media account

and (b) terminating the link between your Community Account and your social media account.

If this option is available and you choose to integrate your VCI account with third party services or social media sites, VCI may no longer be able to control who sees or who can access the information associated with or shared through your linked account. Instead, the use of your information and content you share through social media sites will be governed by the privacy policies and privacy settings associated with your social media account. Posting of your content and/or information to any third party site or through any third party service is at your own risk and outside these Terms and Conditions. Our Services do not and cannot control the posting of content or sharing of information by any user to third party sites, including any social media website.

To the extent your Community uses or links to third party sites, applications or services, your use of such sites, applications or services may also be governed by the privacy policies and terms of use of the third party sites and/or applications. We encourage you to review any privacy policies and other agreements that may be applicable to your use of any such third party sites and/or applications.

VCI and the Sponsor are not responsible for the use of your information by these third parties and VCI makes no guarantee that such third party sites or applications are free from computer viruses or malware. VCI and the Sponsor expressly disclaim all liability for any losses, costs or expenses that you suffer as a result of your use of these third party sites, services and/or applications.

## User Generated Content

The Community is a venue through which members can participate in an interactive and vibrant online community. Because of the interactive nature of the Community, the information and materials posted in the Community by Community members is not controlled or pre-approved by VCI or the Sponsor. Any information or material placed online by Community members, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of VCI or the Sponsor. VCI and the Sponsor do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted within the Community. You agree that the VCI and the Sponsor are not responsible, and shall have no liability to you, with respect to any information or materials posted by others.

## No Duty to Monitor

VCI and the Community Sponsor are not responsible for content provided by others, including Community members, and we do not have any obligation to pre-screen content posted within a Community. VCI and/or the Sponsor have the right, but not the obligation, to refuse to post, redact or delete any content for any reason. VCI and the Community Sponsor are not responsible for any failure or delay in removing material.

# Member Appreciation

VCI and the Sponsor value your participation in the Community. In appreciation for sharing your views and perspectives, we may offer certain member appreciation programs to members from time to time. It is your responsibility to determine the amount of and pay any taxes or duties associated with the awards you earn. At any time and for any reason, we may suspend or cancel the member appreciation program. You can find out more about member appreciation awards by visiting the Member Appreciation Plan posting in the Community.

## If You Have Questions

Any questions regarding your participation in The Driver's Seat Community should be directed to your VCI Community facilitator.

## Notification of Changes

We reserve the right to and may change or revise these Terms at any time. Please visit The Driver's Seat Community portal to keep up-to-date with the current Terms. Your use of and participation in The Driver's Seat Community confirms your continuing agreement to the then-current Terms.

## Disclaimer, Limitation of Liability and Indemnity

VCI AND/OR THE DEALER'S CIRCLE COMMUNITY SPONSOR DO NOT REPRESENT OR ENDORSE THE CORRECTNESS, ACCURACY, RELIABILITY OR ANY OTHER ASPECT OF ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISTRIBUTED THROUGH THE ONLINE COMMUNITY, AND RESERVE THE RIGHT TO REMOVE ANY CONTENT FROM THE COMMUNITY WEBSITE THAT IT DEEMS INAPPROPRIATE.

VCI, THE DEALER'S CIRCLE COMMUNITY SPONSOR, AND/OR THEIR AGENCIES ENDEAVOR TO MAINTAIN THIS COMMUNITY AND ITS OPERATION, BUT ARE NOT, AND CANNOT BE, RESPONSIBLE FOR THE RESULTS OF ANY DEFECTS THAT MAY EXIST IN THE WEBSITE, CONTENT/INFORMATION MADE AVAILABLE, THE COMMUNITY OR ITS OPERATION. AS TO THE OPERATION OF THE WEBSITE AND/OR THE COMMUNITY, VCI AND THE COMMUNITY SPONSOR EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. VCI AND THE COMMUNITY SPONSOR MAKE NO WARRANTY THAT (I) THE OPERATION OF THE WEBSITE AND/OR COMMUNITY WILL MEET THE USER'S REQUIREMENTS; (II) ACCESS TO THE WEBSITE AND/OR COMMUNITY

WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS, OR FREE OF DEFECTS OR ERRORS; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND/OR COMMUNITY WILL BE ACCURATE OR RELIABLE; OR (IV) DEFECTS WILL BE CORRECTED; OR (V) THAT THE CONTENT/INFORMATION MADE AVAILABLE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. YOU (AND NOT VCI OR THE COMMUNITY SPONSOR) ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION THAT MAY BE NECESSARY FOR YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, AND SOFTWARE AS A RESULT OF ANY VIRUSES, ERRORS OR ANY OTHER PROBLEMS WHATSOEVER YOU MAY HAVE AS A RESULT OF VISITING THIS WEBSITE AND/OR COMMUNITY. IF ANY APPLICABLE STATUTORY LAW IMPLIES INTO THIS AGREEMENT ANY WARRANTY WHICH CANNOT BE EXCLUDED, THEN SUCH WARRANTY WILL APPLY BUT ONLY TO THE EXTENT THAT IT CANNOT BE SO EXCLUDED.

UNDER NO CIRCUMSTANCES SHALL VCI, THE COMMUNITY SPONSOR AND/OR THEIR AFFILIATES OR AGENCIES BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE AND/OR COMMUNITY OR ANY MATERIALS IN THIS COMMUNITY, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE AND/OR COMMUNITY OR INFORMATION AVAILABLE IN THE WEBSITE AND/OR COMMUNITY. VCI AND THE COMMUNITY SPONSOR SHALL NOT BE LIABLE EVEN IF VCI, THE SPONSOR, OR AN AUTHORIZED REPRESENTATIVE OF EITHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE INCLUDE BUT ARE NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE OR COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARMFUL COMPONENT, AND INCLUDE LOSS OF USE, DATA OR OTHER ECONOMIC ADVANTAGE. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD VCI, THE COMMUNITY SPONSOR AND/OR THEIR AFFILIATES AND AGENCIES HARMLESS FROM ANY CLAIM OR DEMAND MADE BY ANY THIRD PARTY AGAINST VCI, THE COMMUNITY SPONSOR AND/OR THEIR AFFILIATES OR AGENCIES DUE OR ARISING OUT OF YOUR PARTICIPATION IN THE VCI ONLINE COMMUNITY.

YOU HEREBY AGREE TO RELEASE VCI, THE COMMUNITY SPONSOR, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE AND/OR COMMUNITY. YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THIS WEBSITE AND THE COMMUNITY. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS

FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

## Severability

If any part of this Agreement shall become void or invalid by virtue of law or government order, the remaining parts remain valid and enforceable and the void or invalid provision(s) shall be replaced by such valid provision(s) reflecting closest the commercial intentions of this Agreement.

## Applicable Law

The laws of the state of Illinois will apply to any dispute of any kind relating to your use of the Community. If you take any legal action relating to your use of the Site or the Community, you agree to file such legal action only in the state or federal courts located in Cook County, Illinois and consent to the jurisdiction and venue of such courts.