

# **GM AutoBook PRO (Canada)**

## **User Terms and Conditions of Use**

It is the express wish of the Parties that this Agreement and all related documents be drafted in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tout avis qui s'y rattache, soient rédigés en anglais.

**IMPORTANT – READ THESE USER TERMS AND CONDITIONS OF USE (“TERMS AND CONDITIONS”) CAREFULLY BEFORE CLICKING ON THE “LOG IN” OR “I ACCEPT” BUTTON, AS APPLICABLE, OR BEFORE DOWNLOADING OR USING THE GM AUTOBOOK PRO (CANADA) (THE “TOOL”). BY CLICKING ON THE “LOG IN” OR “I ACCEPT” BUTTON, OR BY USING THE TOOL, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THE TERMS HEREIN, AS AMENDED FROM TIME TO TIME, AND REPRESENT THAT YOU HAVE THE RIGHT AND AUTHORITY TO ACCESS THE TOOL THROUGH THE DEALER, AS DEFINED BELOW. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT CLICK ON THE “LOG IN” OR “I ACCEPT” BUTTON, AND DO NOT DOWNLOAD OR USE THE TOOL.**

These Terms and Conditions, as amended from time to time, collectively with Licensor’s Privacy Policy located at <https://www.idpower.com/privacy>, which also governs the use of the Tool and is incorporated into the terms of these Terms and Conditions by this reference, constitute the entire agreement by and between AUTODATA, INC., D/B/A CHROME DATA, a Delaware corporation (“Licensor”), and you as a user (“You” or “User”) (the “Agreement”) with respect to your use of the Tool. You and Licensor are referenced collectively as the “Parties.” THESE TERMS AND CONDITIONS MAY BE AMENDED FROM TIME TO TIME BY LICENSOR AND SUCH AMENDED TERMS AND CONDITIONS ARE AVAILABLE TO VIEW ONLINE AT <https://carbookpro.carbook.com/dashboard/brands/gmab-ca/EULA.pdf>. IT IS THE USER’S RESPONSIBILITY TO CHECK THE APPLICABLE TERMS PERIODICALLY FOR CHANGES. USER’S CONTINUED USE OF THE TOOL AFTER ANY SUCH AMENDMENT WILL CONSTITUTE USER’S ACCEPTANCE OF SUCH AMENDED TERMS.

The Tool is an application that allows the User on behalf of the Dealer to research, configure and price new GM vehicles for the purpose of creating detailed customer proposal packages to sell and buy vehicles. The Tool is also capable of comparing multiple vehicles to identify differences and any unique features or pricing advantages. As well, it allows the User to create a text file output that is compatible with GM’s Order Workbench for the purpose of loading and/or ordering a configured GM vehicle using GM’s Quick Order system for the Dealer.

1. **GRANT OF LICENSE.** Subject to these Terms and Conditions, and any additional terms and conditions to which the dealer with whom User is affiliated and/or employed (your “Dealer”) has agreed, User, for the Dealer, is granted a nontransferable and nonexclusive license to use the Tool for marketing purposes in accordance with the description of the Tool set out in these Terms and Conditions. These Terms and Conditions will govern any successor tool that replaces this Tool, unless such successor tool is accompanied by a separate end user license agreement, in which case the terms of that license will govern such successor tool.

2. **LICENSE RESTRICTIONS.** Unless otherwise authorized by Licensor in writing, User may NOT: (1) make alterations or modifications to the Tool; (2) make copies of the Tool; (3) rent, loan, sublicense, lease, or grant other rights to the Tool to others; or (4) reverse engineer, reverse

translate, decompile, disassemble, or in any manner decode the Tool, or use the Tool to create a derivative work or other similar work; (5) create a database or warehouse of the content, or persisting the content, derived from the Tool in a separate database or warehouse for the purpose of permanent storage of such content, other than as expressly permitted in the Agreement; or (6) use the Tool to harass, abuse, stalk, threaten, defame or otherwise infringe or violate any rights of any other party, including any intellectual property rights.

3. **FEEDBACK.** You may submit feedback, suggestions or comments ("Feedback") that may universally enhance the Tool or Licensors' products and/or services. Licensors may, in its sole discretion, decide to incorporate some or all of this Feedback into the Tool or its services. You hereby assign to Licensors all perpetual and irrevocable right, title and interest to such Feedback and all property rights therein, including without limitation all patent, copyright, trade secret, mask work, trademark or other intellectual property rights and agree to waive any moral right thereto. Licensors has a perpetual and irrevocable right to use and exploit all Feedback in any manner whatsoever and may use the Feedback without accounting or compensation. Further, You warrant that your Feedback is not subject to any license terms that would purport to require Licensors to comply with any additional obligations with respect to the Tool or Licensors products or services that incorporate any Feedback.

4. **CONFIDENTIAL INFORMATION AND INDEMNIFICATION.** User acknowledges that the Tool contains proprietary and confidential information of Licensors and that unauthorized disclosure thereof will cause damage to Licensors. User agrees to take the same care to protect Licensors' proprietary and confidential information, from unauthorized disclosure as taken to safeguard your Dealer's own confidential information and this care shall in no event be less than a reasonable degree of care. Without limiting the generality of the foregoing, User agrees that the Tool shall only be used as authorized by these Terms and Conditions and for no other purpose. User agrees to indemnify Licensors, its affiliates, and third-party suppliers for all damages, losses or expenses suffered or incurred as a result of a failure by User to comply with User obligations under this section or any terms of these Terms and Conditions.

5. **SECURITY.** Use of the Tool is restricted to Dealer and its authorized users. Unauthorized use of the Tool including, but not limited to, unauthorized entry into the Tool, misuse of passwords, or misuse of any information within the Tool is strictly prohibited. Without limiting the generality of the foregoing, User hereby acknowledges and agrees that it is a violation of these Terms and Conditions to log onto the Tool with a login ID and password that was not assigned to you personally. You agree to keep your login ID and password confidential and to immediately notify Licensors if you learn that the security of your login ID and/or password have been compromised and/or if you suspect that anyone other than yourself has accessed the Tool with your login ID and password.

6. **PRIVACY AND COMPLIANCE WITH LAWS.** To facilitate the use of the Tool, Licensors may access, collect, receive, store, process and transfer certain "Non-Public Personal Information" as such information is defined under Title V of the Gramm-Leach-Bliley Act, the FTC Regulations promulgated pursuant thereto, 16 CFR §313, and any similar state privacy laws or regulations. This Non-Public Personal Information shall only be used to facilitate the use of the Tool. You shall comply with all applicable laws, rules and regulations which are or which may in the future be applicable to your use of the Tool or any data or information provided in or through the Tool, including without limitation any privacy and data protection laws, in the event that User uses the Tool to collect, use and/or store personally identifiable customer information.

7. **TERM AND TERMINATION.** These Terms and Conditions shall commence upon User's first use of the Tool ("Effective Date") and shall continue unless earlier terminated by Licensor or User in accordance with this section, or by Licensor or Dealer in accordance with the Dealer Terms (as defined below). Licensor may immediately terminate these Terms and Conditions for any reason, including, without limitation, if User breaches any term or obligation contained or referred to in these Terms and Conditions, in the event that Licensor is unable or no longer has the right or the ability to provide the Tool under an applicable license or law, based upon a limitation in technology, or for any other reason, at Licensor's sole discretion. User may terminate these Terms and Conditions at any time by ceasing to use the Tool. Upon termination, User shall immediately cease all use of the Tool. The provisions of these Terms and Conditions that by their context are intended to survive the expiration or termination of these Terms and Conditions will survive the expiration or termination of these Terms and Conditions.

8. **FEES.** Fees are due and payable in accordance with any applicable order form by and between Licensor and your Dealer and any additional terms and conditions to which your Dealer has agreed ("Dealer Terms").

9. **NO WARRANTY. THE TOOL, INCLUDING THE INFORMATION AND DATA CONTAINED THEREIN, IS LICENSED "AS IS" WITH NEITHER EXPRESSED NOR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY.** The Licensor does not warrant that the functions contained in the Tool will meet your requirements, that the operation of the Tool will be uninterrupted or error free, that the Tool will be accurate or up-to-date at all times or that all defects will be corrected. The Licensor shall not be required to correct errors attributable to: equipment malfunction; products other than the Tool; use of the Tool in conflict with or contravention of these Terms and Conditions, or Dealer Terms; modification of the Tool by anyone other than Licensor; or accident, neglect, misuse or abuse of the Tool. The Licensor shall not be in default nor liable for any failure in performance or loss or damage under these Terms and Conditions due to any cause beyond its control.

10. **LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR, ITS AFFILIATES OR THIRD-PARTY SUPPLIERS BE LIABLE TO USER OR DEALER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA OR INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOOL, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY OF ANY KIND UNDER THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, EXCEED THE TOTAL AMOUNT PAID BY YOUR DEALER FOR THE USE OF THE TOOL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.**

11. **REPRESENTATION AND WARRANTY BY USER; INJUNCTIVE RELIEF.** In addition, User acknowledge that Licensor's confidential information and the Tool are proprietary to Licensor, and the unauthorized use or disclosure thereof will cause Licensor irreparable harm that may not be adequately compensated by monetary damages. Accordingly, User agrees that Licensor will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to

enforce the terms of these Terms and Conditions, including to prevent any actual or threatened unauthorized use of the Tool.

12. MODIFICATIONS; UPDATE POLICY. In order to remain current and timely in its offerings, Licensor reserves the right to make modifications and/or updates from time to time to the data, information and functionality of the Tool. All modifications and/or updates shall form part of the Tool and shall be governed by, and subject to, these Terms and Conditions, and the Dealer Terms.

13. SUPPORT SERVICES. Licensor will provide technical support services to User via telephone and email from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday (excluding Licensor holidays), regarding the operation and use of the Tool. Hours and contact information may be changed by Licensor. The current contact information for such support services is (800) 937-3661 or [support@chromedata.com](mailto:support@chromedata.com).

14. MISCELLANEOUS. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. These Terms and Conditions shall be governed by the laws of the State of New York, without regard to its conflict of law principles. User consents to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York for all disputes and litigation arising under or relating to these Terms and Conditions. The aforementioned choice of venue is intended by the Parties to be mandatory, and not permissive, in nature. User shall not assign or transfer any of its rights or obligations under these Terms and Conditions without the prior written consent of Licensor. Any prohibited assignment or transfer of any rights or obligations by User shall be null and void. Licensor may freely assign or transfer any of its rights or obligations arising under these Terms and Conditions. Subject to the foregoing, the terms and conditions of these Terms and Conditions shall bind and inure to the Parties and their successors and permitted assigns. If any litigation is brought to enforce, or arises out of, these Terms and Conditions or any term, clause, or provision hereof, the prevailing Party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered, as well as subsequent to judgment in obtaining execution thereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting these Terms and Conditions. The language in these Terms and Conditions shall be interpreted as to its fair meaning and not strictly for or against any Party. If any term or condition of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, such term or condition shall first be revised, limited or amended, consistent with the general intent of the term or condition, such that it is valid and enforceable, and the remaining terms and conditions of these Terms and Conditions shall remain in full force and effect. The section headings contained in these Terms and Conditions are for reference purposes only and shall not affect the meaning or interpretation of these Terms and Conditions. The failure of either Party to enforce at any time or for any period any of the provisions of these Terms and Conditions shall not be construed to be a waiver of those provisions or of the right of that Party thereafter to enforce each and every provision hereof. A waiver will not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced. All rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided under these Terms and Conditions or which may now or subsequently exist in law, in equity, by statute or otherwise.

15. REVISIONS TO TERMS AND CONDITIONS. Please refer to these Terms and Conditions regularly. Licensor may at any time and without prior notice revise these Terms and Conditions

by updating this posting and modifying the “Last Updated” date. Upon such posting, the revised Terms and Conditions shall be deemed to be a part of the Agreement. User’s continued use of the Tool following posting of changes to these Terms and Conditions signifies that User accepts such revisions.

AUTODATA, INC. D/B/A CHROME DATA  
700 NE Multnomah Street, Suite 1500, Portland, OR 97232  
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