



DEALERPORTAL

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY

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1. SYSTEM USE

Your use of the FinBe USA online platform and the applications, services, information and other materials available on and through the online platform (collectively referred to as the "System") is subject to the terms and conditions set forth herein, as well as any other notices, disclaimers, or restrictions posted on the System (collectively, the "Terms of Use").

FinBe USA reserves the right to amend these Terms of Use document at any time and without notice to you.

The most recent date on which the Terms of Use was revised appears above. If you access and/or use the System following a revision of the Terms of Use, it constitutes your acceptance to the Terms of Use as revised, whether or not you have expressly reviewed the updated Terms of Use.

In order to access the System, you acknowledge you are the user assigned to the credentials you use to access the System, including a login ID and password. You further represent that you are an employee or agent of the dealership that has been granted access to the System, and you agree to be bound by these Terms of Use.

It is a condition of your use of the System that all the information you provide on or through the System will be correct, current, and complete. If FinBe USA believes the information you provide is not correct, current, or complete, FinBe USA has the right to refuse you access to the System, and to suspend or terminate your access at any time.

The System, and the content described on the System, are intended for use by individuals who are at least 13 years old. If you are under the age of 13, you should not be accessing the System. FinBe USA does not knowingly collect any information from individuals who are under the age of 13. FinBe USA advises all users of the System under the age of 13 not to disclose or provide any personally identifiable information. To learn more about the Children's Online Privacy Protection Act ("COPPA") please visit the Federal Trade Commission ("FTC") website at www.ftc.gov.

2. SYSTEM CONTENT AND INTELLECTUAL PROPOERTY

These Terms of Use govern the products, services, information, materials, graphics, arrangement, coding, design, text, and other items contained on the System (collectively, the "Content"). Content may be provided by FinBe USA and/or its licensors, or by you if you upload information to the System.

The Content may be changed by FinBe USA at any time, and without notice to you. FinBe USA reserves the right to terminate any Content on the System in its entirety at any time, without prior notice.

FinBe USA owns the rights to the System and the related Content, including its name and logos as well as other related marks which may appear on the System ("Marks"). You acknowledge and agree that FinBe USA has sole ownership of the Marks. All other trademarks, service marks and logos used on the System, with or without attribution, are the trademarks, service marks or logos of their respective owners. Neither title nor intellectual property rights are transferred to you by access to or use of the System.

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Content may not be copied, reproduced, distributed or modified, except that you may read aloud, print and download credit applications, disclosures, and other materials as expressly provided on the System for use with your consumers. You may not modify the System, the Content or the Marks, or use the System, the Content or the Marks for any purpose other than that expressly permitted herein or otherwise on the System. Any such modification or misuse is a violation of copyright and other proprietary rights and the use of any such Content on any other website or computer environment is strictly prohibited.

3. USER REPRESENTATIONS

You represent, warrant and covenant to FinBe USA that:

- a.-** You will comply at all times with all applicable federal, state and local laws, rules and regulations in your use of the System and/or your use or disclosure of any data, information or materials you submit to or receive through the System;
- b.-** You will not use the System for any purpose which is improper, unlawful, abusive, harassing, libelous, defamatory, obscene or threatening, or which otherwise violates the Terms of Use;
- c.-** You will not, nor will you permit any other person, corporation or entity, without the prior written consent of FinBe USA to: (i) copy, duplicate or grant permission to the System or any Content part thereof; (ii) assign, sublicense, rent, lease or otherwise transfer access to the System or directly or indirectly permit any third party to use the System; (iii) decompile or disassemble any component of the System or otherwise engage in reverse engineering; (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the System; or (v) export any credit application(s) on the System, any Content or any portion of the System, or access the System from outside the United States.
- d.-** Any transmission of data from your computer equipment will be free from intentionally injurious instructions, such as viruses, that are designed to modify, damage, delete or disable the System or any applications thereon, any hidden passwords that permit unauthorized access to the Content or the System, or any embedded code that could trigger, shut down or disable the System;
- e.-** You shall have all approvals, authorizations, licenses, permits, and other permissions, consents and authorities whatsoever needed to use the System and perform your obligations hereunder;
- f.-** You agree that any use of scrapers, robots, or other data-gathering devices not provided by FinBe USA through the System is expressly prohibited;
- g.-** You will comply with the security measures set forth in these Terms of Use and any additional requirements provided by FinBe USA from time to time;
- h.-** You will advise each credit applicant of the name and address of FinBe USA, as the financial institution(s) to which the credit application will be submitted prior to actual submission of their credit application through the System; and
- i.-** As required by applicable law, you will either: (i) read verbatim or (ii) provide a printed copy of all credit application disclosures and/or notices set forth on the System to each applicant and obtain each applicant's consent to the terms in such disclosures and/or notices prior to submission of their credit application to FinBe USA.

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4. SECURITY AND MONITORING

You hereby acknowledge and agree that you may not log onto the System 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 FinBe USA 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 System with your login id and password.

You are prohibited from using any services or facilities provided in connection with the System to compromise security or tamper with system resources and/or accounts.

FinBe USA reserves the right to investigate suspected violations of these Terms of Use. Your use of the System may be monitored, tracked, and recorded for the purpose of ensuring your compliance with the requirements and limitations of these Terms of Use. By using the System, you expressly consent to such monitoring, tracking, and recording.

FinBe USA reserves the right to fully cooperate with any law enforcement authorities or court order(s) requesting or directing FinBe USA to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS FINBE USA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FINBE USA DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER FINBE USA OR LAW ENFORCEMENT AUTHORITIES.

5. SUBMISSIONS

You hereby grant to FinBe USA the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to FinBe USA through the System (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. FinBe USA will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future FinBe USA operations.

FinBe USA will treat any personal information that you submit through the System in accordance with its then current Privacy Policy which can be made available to you upon request.

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6. POTENTIAL FOR SYSTEM DISRUPTION

Your access to the System may, from time to time, be unavailable, delayed, limited or slowed due to, among other things:

- a.-** Hardware failures;
- b.-** Software failures;
- c.-** Overload of system capacity or maintenance of the System;
- d.-** "Force majeure" events, such as severe weather, earthquakes, wars, insurrection, riots, civil disobedience, strikes and/or work stoppages, accident, fire, water damage, explosions, mechanical breakdowns, natural disaster, pandemics, power or utility service interruption, or other acts of God;
- e.-** Legal or governmental restrictions including (but not limited to) court rulings or orders, restrictions imposed by regulatory bodies, or other forms of human intervention; and
- f.-** Any other cause that is beyond the control of FinBe USA.

7. DISCLAIMER OF WARRANTIES

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR, AS WELL AS OTHER FACTORS, FINBE USA AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS FROM THE CONTENT MADE AVAILABLE ON THE SYSTEM. YOU ACKNOWLEDGE THAT NEITHER FINBE USA, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE PRODUCTS, SERVICES, OR CONTENT ON THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS MAY BE PROHIBITED BY APPLICABLE LAW, ALL CONTENT IS PROVIDED "AS IS" TO THE USER OF THE SYSTEM, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE OR FREEDOM FROM COMPUTER VIRUS IS GIVEN IN CONJUNCTION WITH THE CONTENT. IN NO EVENT WILL FINBE USA BE LIABLE TO YOU FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN THE SYSTEM, ANY INCOMPATIBILITY BETWEEN THE SYSTEM AND YOUR FILES AND BROWSER, OR ANY OTHER PROBLEMS EXPERIENCED BY YOU DUE TO CAUSES BEYOND THE CONTROL OF FINBE USA.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL FINBE USA, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS BE LIABLE FOR ANY DAMAGES, LOSSES, OR LIABILITIES INCLUDING (WITHOUT LIMITATION) DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SYSTEM OR THE CONTENT, YOUR RELIANCE ON THE CONTENT, OR IN CONNECTION WITH ANY FAILURE OF AVAILABILITY, PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OF SYSTEM FAILURE, EVEN IF FINBE USA, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES.

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9. INDEMNIFICATION

You agree to defend, indemnify, and hold FinBe USA, its affiliates and their shareholders, directors, officers, employees, agents, and independent contractors harmless from and against all claims and expenses, including reasonable attorney's fees, arising out of your violation of these Terms of Use or your misuse of the System or the Content.

10. TERMINATION, WAIVER AND SEVERABILITY

These Terms of Use is effective until terminated by FinBe USA, and FinBe USA may terminate these Terms of Use at any time without notice, or suspend or terminate your access and use of the System at any time, with or without cause, in FinBe USA's absolute discretion and without notice. The following provisions of these Terms of Use shall survive termination of your use or access to the System: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Termination, Waiver and Severability, Governing Law and Jurisdiction and any other provision that by its terms survives termination of your use or access to the System.

In the event that any of the terms or provisions of these Terms of Use is held to be unenforceable, the remaining terms and provisions shall be unimpaired, and the unenforceable term or provision shall be modified or replaced with an enforceable term or provision that comes as close to the intention of the term or provision deemed unenforceable.

Failure by FinBe USA to enforce any of its rights under these Terms of Use shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

11. GOVERNING LAW AND JURISDICTION

You agree that your use of the System shall be governed by all applicable federal laws and the laws of the State of Florida, without giving effect to any principles of conflict of law. To the extent permitted by applicable law, you agree to submit to the sole and exclusive jurisdiction of the state and federal courts of the State of Florida.