

3. Your Account with Edmunds

You are responsible for your acts and the acts of others utilizing your Account. You must immediately notify Edmunds of any unauthorized use of your Account or breach of its security.

A. Opening an Account

We may require you to open an Account by (i) providing Edmunds with information or (ii) using an existing social network account. You must provide Edmunds with accurate and complete information and keep it updated. You may not open more than one Account; Edmunds reserves the right to close any duplicate accounts.

You are responsible for maintaining the confidentiality of your password and log-in details. Edmunds will not be responsible for any damage that is caused to you or others under your Account. Similarly, without authorization, you must not use the Account of any other person or entity.

B. Closing Your Account

To close your Account, email office@edmunds-inc.com with sufficient information to identify the Account you would like to close. Once an Account is closed, its information may be retained, deleted, or made unavailable. Edmunds is not responsible for any information, content, or submissions that are lost due to the closing of an Account.

4. Content and Information on the Services

A. Content Accessible Through the Services

The Services include our proprietary content and the licensed content of others, which may include data, text, photographs, videos, audio clips, written posts and comments, logos, button icons, data compilations, software, scripts, graphics, illustrations, interfaces, GUI and interactive features, as well as other resources (such as FAQs, articles, or support services), and all related documentation, know-how, specifications, materials, designs, and the “look and feel” of the Services (collectively, the “Content”).

B. Information Received Through the Services

We try to provide you with helpful resources, but these are not substitutes for professional advice or your own judgment. There may be errors or inaccuracies on the Services.

Any information you receive through the Services is provided “as is” and “as available”. We cannot guarantee that any information is correct or up-to-date. Edmunds is not responsible for any typographical errors or omissions relating to pricing, text, photography or any other information included in the Services. Edmunds reserves the right to refuse or cancel any orders placed for products, services, or vehicles at incorrect prices, regardless of whether the orders have been confirmed and/or payment has been made. If payment was made prior to cancellation, Edmunds will issue a refund of the payment after deducting any applicable transaction or other fees.

If you spot any materials or information that you believe to be inaccurate, please email us at office@edmunds-inc.com, briefly describing the inaccuracy.

5. Rules of the Road

If we have reason to believe you are breaking the law, being inappropriate, or abusing our infrastructure, we may stop you from accessing the Services. Your breach of these Terms or our Privacy Policy also may expose you to civil or criminal liability.

A. Responsibility for Your Submissions

Your Submissions include content that you (i) post to Interactive Areas or on our branded social media pages on third-party services, and (ii) tag us, our products, or our services in, including on your social media accounts on other services. You are entirely responsible for your Submissions. Any and all Submissions posted, viewed, or accessed are at your own risk. Vroom makes no express or implied warranty about the accuracy, copyright compliance, legality, or any other aspect of any Submissions.

Without limiting the foregoing, you may not use the Services to submit or upload any Submissions:

- Relating to a vehicle, if (i) you are not the legal owner of the vehicle, (ii) the vehicle is not registered in your name, or (iii) you do not otherwise have the legal right to sell such vehicle;
- If the purpose of doing so is to compete with Vroom or the Services;
- That contain unsolicited promotion, advertising, contests, or raffles;

- That are fabricated, false, illegal, misleading, inaccurate, offensive, or inappropriate;
- That infringe or violate any intellectual property or other rights of Edmunds or any third party, or violate any law, rule, regulation, or contractual duty;
- That include a person's or entity's identification documents or sensitive financial information if you do not have the requisite authority or permission;
- That violate any other restrictions we provide to you; or
- That are on behalf of another person, if such other person would violate any of the above restrictions.

Edmunds has no obligation to review, edit, or delete Submissions, but we reserve the right to do so, for any reason or no reason, in our sole discretion. In addition, Edmunds may limit the size and storage spaces available for Submissions.

B. Other Prohibited Conduct

You also may not do any of the following through the Services:

- Falsely state or otherwise misrepresent yourself or your affiliation with any person or entity, or express or imply that Edmunds endorses you, your vehicle, or your business;
- Use the Services in any way that is immoral, unauthorized, or illegal;
- Use the Services in any way that is racist, sexist, inflammatory, defamatory, harassing, misleading, invasive of Edmunds's or another's privacy or publicity rights, or is otherwise offensive or objectionable;
- Use the Services in any way or for any purpose that in our sole discretion is likely to harm Edmunds or any of its affiliates, agents, licensors, subsidiaries, officers, directors, shareholders, employees, contractors, sub-contractors, distributors, service providers, and/or suppliers (the "Edmunds Representatives");
- Attempt to interfere with or disrupt the ability to access the Services, the operation of the Services, or the servers or networks that host them;
- Remove or disassociate from the Content or the Services any restrictions or signs indicating proprietary rights of Edmunds or its licensors, including any proprietary notices (such as ©, TM, or ®);
- Bypass any measures Edmunds may use to prevent or restrict access to the Services;
- Use any type of data mining, robots, scrapers, or other data collection methods;
- Make available in connection with the Services any virus, worm, Trojan horse, spyware, bug, or malware;
- Use the Services for any purpose for which they are not intended; or
- Infringe or violate any of the provisions of these Terms or our Privacy Policy.

C. Acts of Others

We can make lanes, but we can't make people stay in them. Edmunds does not control the behavior of those using the Services.

In some cases, the Services allow you to interact with other users. Edmunds is not responsible for the acts, omissions or behavior of any individual or entity you encounter through the Services. Although we may choose to intervene or attempt to resolve a dispute, you agree that we have no obligation to do so.

6. Intellectual Property

A. Vroom's Content

We spend a lot of time creating and obtaining helpful content for the Services. Please respect our rights, and the rights of our licensors, regarding such content.

Edmunds's trademarks include, without limitation, "Edmunds", "TDAA", "DealerLane", "Texas Direct", and "Sell Us Your Car". All of the intellectual property rights (including, without limitation, inventions, patents and patent applications, trademarks and trademark applications, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered) in or to the Services and the Content are owned by and/or licensed to Edmunds and are protected by applicable copyright and other intellectual property laws.

Certain Content displayed within the Services is used with permission from [DataOne Software](#) or [Carfax, Inc.](#), and is protected under United States and international copyright law. This Content may be identified with an indicator such as "© DataOne Software" or "© Carfax, Inc.". Additional terms and conditions may apply to your use of such Content, and any unauthorized use, reproduction, distribution, or modification of this Content is strictly prohibited.

Subject to these Terms, you are granted a non-exclusive, non-commercial, non-transferable, non-sublicensable and fully revocable limited license to use (i.e. to download and display locally) our Content for the purpose of using the Services in accordance with these Terms and the Privacy Policy. All rights not expressly granted to you under these Terms or our Privacy Policy are reserved by Edmunds and/or its licensors.

Among other restrictions set forth in these Terms, or which we may provide from time to time, (i) you shall not: (a) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including, without limitation, any application), except to the limited extent applicable statutory laws specifically and expressly prohibit such restriction; (b) modify, translate, or otherwise create derivative works of

any part of the Services; or (c) copy, sell, license, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder or use the Services for the benefit of any third parties, and (ii) you are not permitted to use the Edmunds trademarks, copyrighted content, other intellectual property, or any third-party trademarks appearing on or through the Services without our prior written consent. You shall abide by all applicable local, state, national and international laws and regulations.

B. Your Submissions

Like an old pair of pink fuzzy dice, your Submissions are yours and we aren't fighting you for them - but you do grant Edmunds broad rights to use them for our business. Also, we can't be held responsible for your Submissions or the Submissions of others (kinda like how we will not take responsibility for those dice).

You must own or have sufficient intellectual property rights to all Submissions that you provide through the Services, without any infringement or violation of any third-party rights or applicable laws, rules, regulations or directives. You must obtain all consents and authorizations required for the use of your Submissions. You agree that all information uploaded or submitted by you (excluding Personally Identifiable Information (defined in the Privacy Policy) and financial information) is non-confidential and may become publicly available.

You grant Edmunds a perpetual, non-exclusive, royalty-free, and worldwide license to publicly display, communicate, distribute, host, publically perform, publish, reproduce, make modifications or derivative works of, store and use any of your Submissions in connection with the Services, in any media formats and through any media channels known today and developed in the future, for the purpose of operating, marketing, and improving the Services. You also grant Edmunds permission to attribute you in connection with your Submissions. You hereby waive any rights of privacy or publicity in this respect.

Occasionally, with your permission, our drivers or other employees may take photos of you with vehicles you purchase or sell through our Services. These photos will also be considered Submissions and subject to these Terms.

C. Feedback

You acknowledge that any suggestions, questions, ideas, or other comments you provide to Edmunds ("Feedback") shall become our sole and exclusive property without any compensation to you. We may, in our sole discretion, decide whether to use the Feedback. You hereby assign to Edmunds all of your right, title and interest in the Feedback, including, but not limited to, all copyrights, patent rights, trade secrets, and trademarks.

D. Linking to Edmunds

You may link to our Services on your rightfully owned properties as long as (i) the link does not state or imply any connection or approval of Edmunds or portray Edmunds in a false or offensive manner, and (ii) you remove such link immediately upon our written request.

E. DMCA Policy: Notice and Takedown Procedure

What do you do if you spot your content being used on the Services without your permission? Follow these steps.

Edmunds has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act. If you believe that any content displayed on any of the Services infringes your copyrighted work, you may send notice to Edmunds's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") at:

Edmunds, Inc.
Attn: General Counsel
2401 Colorado Ave
Santa Monica, CA 90404-3514
office@edmunds-inc.com

Please include the following information in your notice:

- A signature of a person authorized to act on behalf of the owner of the copyright;
- Identification of works or materials being infringed;
- Identification of the infringing material with sufficient detail so Edmunds can find and verify its existence;
- Contact information about the notifying party;
- A statement that the notifying party has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once we receive the notice, we may take actions in our discretion, including removing the alleged infringing material.

7. Third-Party Content and Services

The Services may include materials and information from third parties that Edmunds has not evaluated or reviewed. Furthermore, some of the Services may contain

links to non-Edmunds websites, products, or services. These links are for your convenience only; the applicable sites and services are not under our control and we do not endorse or assume any responsibility for them.

In some cases, your ability to access or use the Services may depend on software, hardware or other systems or equipment provided by third-party providers who are not under our control. We cannot and do not represent that all portions of the Services can be accessed via all devices, or via all carriers or service plans, or from all geographic locations.

Your access or use of any non-Edmunds websites or services or reliance upon their content is at your own risk. Most of such linked sites or services provide their own legal documents, including terms of use and privacy policies, which govern their use. Please review these terms before using the related products or services.

8. Mobile Services and Messages

As part of the Services, we may communicate with you, or you may communicate with other users, via SMS, MMS or other text messages or mobile functionality (“**Text Messages**”) -- but not while driving, of course. We may use an autodialer when communicating with you. Please note that text messaging fees may apply to the sending or receipt of Text Messages. By registering for an Account, providing Edmunds with your phone number, or otherwise using any of our Services that involve communication by Text Messages, you hereby consent to receiving Text Messages from Edmunds. You may opt out of receiving such messages in the future, but some of the Services may not work properly if you do opt out.

9. Termination

Red light: If we think you are breaking our rules, we may not let you use the Services.

If you do not comply with the Terms or Privacy Policy, Edmunds may suspend or terminate your Account or otherwise block or restrict your access to the Services. Additionally, Vroom may refuse to provide the Services for any reason or no reason, at any time. If, for any reason, you no longer consent to the Terms or Privacy Policy, please stop using the Services (and cancel your Account(s), to the extent you have any), and this will be your sole remedy in such circumstances.

Upon termination by you or Vroom:

- You will cease any further use of the Services;
- All rights granted to you under the Terms and Privacy Policy will automatically terminate; and
- Certain data (e.g., Content, Submissions) may be retained or deleted at Vroom’s sole discretion.

The ownership provisions, licenses of Submissions and Feedback, DMCA policy, Disclaimer of Warranties, Limitation of Liability, Indemnification, Arbitration and Class Action Waiver, Governing Law and Jurisdiction, and General sections of these Terms will survive termination. Other provisions of the Terms that by their nature would survive termination shall so survive.

10. Disclaimer of Warranties

While we attempt to ensure your use of the Services is safe, Vroom cannot and does not represent or warrant that the Services will be available all of the time or free of viruses or other harmful components.

To the extent legally permissible, any and all of the Services and Content are provided “as-is”. Vroom and the Vroom Representatives disclaim all warranties of any kind regarding the use of any and all Services, including, without limitation, any and all: (i) warranties regarding the operation, accuracy, reliability, completeness, quality, or suitability or the information or Content displayed on or through them; (ii) warranties of title or non-infringement; and (iii) implied warranties of use, merchantability or fitness for a particular purpose, title and non-infringement as to the Services and the Content or the Submissions, and those arising from course of dealing or usage of trade. You expressly agree that use of the Services, Content, and Submissions are at your sole risk. Vroom and the Vroom Representatives and our third-party service providers do not represent or warrant that the Content or Submissions are accurate, complete, reliable, current, or error-free.

In addition, in no event shall Vroom or its Representatives be liable to you or any third party for any consequences to you or others that may result from technical problems or errors or for any decision made or action taken by you or any other party in connection with the Services.

Some jurisdictions do not allow the exclusions or limitations set forth above, in which case, the full extent of the above exclusions and limitations may not apply.

11. Limitation of Liability

To the extent permitted by law, in no event will Vroom or the Vroom Representatives be liable to you or to any third party for: (1) indirect, consequential, special, incidental, exemplary, or punitive damages, under any legal theory (including, without limitation, by tort, negligence, contract, or other), arising from or connected to the Services, Terms, Content, or [Privacy Policy](#); (2) any costs of procuring any substitute goods, technology, or services; or (3) any damages whatsoever that in the aggregate exceed the greater of (a) the amount actually paid by you (if any) to Vroom for use of the applicable Services in the immediately previous twelve (12) month period or (b) US \$100.00.

Some jurisdictions do not allow the exclusions or limitations set forth above, in which case, the full extent of the above exclusions and limitations may not apply.

12. Indemnification

You agree to defend, indemnify and hold harmless Vroom from and against any actual or threatened claim, loss, liability, proceeding, third-party discovery demand, investigation, damages, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with: (i) your use or misuse of the Content or Services; (ii) your conduct in connection with the Services or with other third parties via the Services; (iii) your Submissions; (iv) your violation of the Terms or [Privacy Policy](#); (v) your violation of any third-party rights, including, without limitation, any intellectual property right or privacy right of such third party; and (vi) any damage, of any sort, you may cause to any third party with relation to the Submissions, Content, or Services.

Vroom reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations and in which event you will fully cooperate with Vroom in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining Vroom's prior express written approval.

13. Arbitration Agreement and Class Action Waiver (Please read this carefully as it affects your rights.)

We truly hope that we never have a dispute with you. However, if it gets to that point, this is what happens.

A. Agreement to Arbitrate

Most customer concerns can be resolved by calling our customer service department at 855-524-1300 or emailing support@vroom.com. However, in the event that you and Vroom are unable to resolve any dispute or claim with one another, you and Vroom each agree to resolve any and all disputes and claims through binding individual arbitration, unless you expressly reject this arbitration provision in writing and within 30 days in accordance with subsection (J) below.

"Disputes and claims" shall be broadly construed to include past, current, and/or future claims that relate in any way to these Terms, your use of the Services, and/or rights of privacy and/or publicity. However, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of New York.

B. Class Action Waiver

You and Vroom each waive the right to a trial by jury or to participate in a class action. Any arbitration under this provision will take place on an individual basis -- class arbitrations and class actions are not permitted. You also agree not to participate in claims against Vroom brought in a private attorney general or representative capacity, or consolidated claims involving another person's account. However, either party may bring an individual action in small claims court. If, however, you or we transfer or appeal the small claim to a different court, we reserve our right to elect arbitration.

C. General Information

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery, and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award, including attorneys' fees where permitted by law.

D. Notice of Arbitration

A party seeking arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Vroom should be addressed to Vroom, Inc., Attn: General Counsel, 1375 Broadway, 11th Floor, New York, New York 10018. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If you and Vroom cannot resolve the Demand within 30 days after the Notice is received, you or Vroom may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Vroom or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, that you or Vroom is entitled to.

E. Administrator

The arbitration shall be administered by (i) JAMS, pursuant to its [Comprehensive Arbitration Rules and Procedures](#) and in accordance with its expedited

procedures contained in those rules, or (ii) American Arbitration Association in accordance with its [Consumer Arbitration Rules](#). If you initiate the arbitration, you may choose one of the above administrators. If Vroom initiates arbitration, we will give you 20 days to choose the administrator. If you do not choose the administrator within that time frame, we will choose one. If the administrator a party chooses is unable or unwilling or ceases to serve as the administrator, then you or Vroom may choose the other administrator. If neither administrator is able or willing to serve as the administrator, the parties will mutually select an administrator, which must be a lawyer or retired judge with at least 15 years of legal experience.

F. Venue

Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

G. Expenses

You and Vroom will bear the administrator and arbitrator fees that each party is normally required to pay under the rules and law applicable to the proceeding. Each party will bear the expense of its own attorneys, experts, and witnesses, except where applicable law and/or the Agreement allows a party to recover attorney's fees from the other party.

H. Governing Law

The Federal Arbitration Act ("FAA") governs this arbitration agreement. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege. The arbitrator shall not apply federal or state rules of civil procedure or evidence. The arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms, unless otherwise provided by applicable law. Either party may make a timely request for a brief written explanation of the basis for the arbitration award. Judgment on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, the award and the arbitration proceeding shall be kept confidential. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. Either party can appeal the award to a three-arbitrator panel administered by the administrator. The costs of such appeal will be borne by the appealing party, unless applicable law or the administrator's rules provide otherwise.

I. Survival; Severability

This arbitration provision survives the termination of your relationship with Vroom and/or your use of the Services. In the event of a conflict between this arbitration provision and the applicable arbitration rules or other provisions of the Terms, or any other agreement between us, this arbitration provision will govern any Dispute or Claim between you and Vroom, as defined in these Terms. If a court or arbitrator deems any part of this arbitration provision invalid or unenforceable under any law or statute consistent with the FAA, the remaining parts of this arbitration provision shall be enforceable despite such invalidity; however, if the prohibition of class relief and proceedings in subsection (B) is found to be unenforceable or void in any proceeding, then this entire arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal such limitation or voiding.

J. Opting Out

In order to reject this provision, Vroom must receive a signed writing ("Rejection Notice") from you within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). The Rejection Notice must include your (i) name, (ii) account number or username, (iii) mailing address, and (iv) a statement that you do not wish to resolve disputes with Vroom through arbitration, and must be mailed to Vroom, Inc., Attn: General Counsel, 1375 Broadway, 11th Floor, New York, New York 10018 via certified mail, return receipt requested. Rejecting the arbitration provision will not affect any other aspect of the Terms, nor will it affect any other existing or future arbitration agreement between you and Vroom.

14. Changes to the Services or Terms

Every now and then, our Services or these Terms may need a tune up. Vroom reserves the right to make changes to its Services and/or Terms at any time and for any reason, so please re-visit this page frequently. If Vroom makes material changes to the Terms, then Vroom will notify you either by email or by posting a notice on the Services. All changes are effective as of the date indicated at the top of this page ("**Last Updated**"), and your continued use of the Service(s) after the indicated date will constitute acceptance to be bound by those changes. If Vroom, in its reasonable discretion, believes that any of the Services or Terms must be amended in order to comply with any legal requirements, the amendments may take effect immediately or as required by law and without any prior notice.

Vroom reserves the right to stop, temporarily or permanently, the operation of any and all Services without notice, on a general or specific basis, at any time. All information (ours or yours) made available on the applicable Service may be removed or deleted, and you are required to make your own copy of any information you submit to Vroom. Vroom will not be liable to you or to any third party for any changes, suspension, or discontinuance of the Service(s) or any malfunctions that may occur in connection thereto.

15. U.S. Government Matters

The Services are subject to the trade laws and regulations of the United States and other countries, including the Export Administration Regulations (EAR, 15 CFR Part 730 et seq.) and the sanctions programs administered by the Office of Foreign Assets Control (OFAC, 31 CFR Part 500). You will not import, export, re-export, transfer or otherwise use the Services in violation of these laws and regulations, including by engaging in any unauthorized dealing involving (i) a U.S. embargoed country; (ii) a party included on any restricted person list, such as the OFAC Specially Designated Nationals List, or the Commerce Department's Denied Persons List or Entity List; or (iii) the design, development, manufacture, or production of nuclear, missile, or chemical or biological weapons. By using the Services, you

represent and warrant that you are not located in any such country or on any such list. You will not engage in activity that would cause us to be in violation of these laws and regulations, and will indemnify Vroom for any fines, penalties or other liabilities incurred by us for your failure to comply with this provision.

16. General

- a. These Terms constitute the entire agreement between you and Vroom regarding your use of any and all of the Services as detailed herein, and supersedes any prior agreements between you and Vroom relating to such use.
- b. These Terms are governed by the laws of the State of New York, without regard to its conflicts of law rules, and the United States of America.
- c. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Vroom.
- d. Any heading, caption, section title or summaries contained in these Terms is inserted only as a matter of convenience and shall not affect their interpretation. Any use of “including” “for example” or “such as” in these Terms shall be read as being followed by “without limitation” where appropriate.
- e. The failure of either party to exercise or enforce any right or provision of these Terms or any prior version of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be amended as possible to comply with the applicable law. This shall not affect the validity and enforceability of any remaining provisions.
- f. We may assign any right or obligation under the Terms without restriction, but you may do so only after receiving our express written consent. Any amendment to the Terms must be done in writing and signed by Vroom and you. All correspondence between you and Vroom shall be in English.
- g. You shall and hereby do waive California Civil Code Section 1542 or any other similar law of any jurisdiction, which says in substance: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.”

17. Any Questions?

You're probably running on fumes at this point, so if you have any questions, please email us at support@vroom.com