

Terms of Use:

INTRODUCTION

Acceptance of Terms:

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Use of this Web site is expressly conditioned on your acceptance of the following terms and conditions ("Agreement"). This Agreement governs in conjunction with other agreements between us, including but not limited to your Indirect Lending Dealer Correspondent Agreement, Software Usage Agreement and End User License Agreement. If the terms and conditions of this Agreement conflict with those contained in the other agreements between us, this Agreement controls.

This Agreement shall apply regardless of the means by which the site is accessed, including, but not limited to, through any AppOne URL, electronic mail, or links from another site.

You are prohibited from posting or transmitting any unlawful, threatening, obscene, libelous, or otherwise offensive material, as well as, in the case of financial information required by any agreements you may have entered with us, information which is false, inaccurate, incomplete or misleading in any material respect.

DEFINITIONS

Throughout this Agreement, the words "we", "us" or "our" mean AppOne, Inc. ("AppOne") and its successors or assigns.

"AppOne Site", "AppOne AppOne Website", "AppOne AppOne URL" or "URL" means <http://www.appone.net>, <https://portal.appone.net>, <https://gateway.appone.net/portal>, <https://gateway.appone.net/dealer>, <https://gateway.appone.net/ids> or any other publicly accessible websites maintained and controlled by AppOne.

"AppOne Platform", "AppOne System", "System" means all the various software systems, technologies and modules that enables the electronic submission and processing of credit applications as well as the various software systems and modules that enable remote print functionality of loan documentation associated with one or more retail installment transactions.

"You" or "your" mean each person who has an interest in an account or other relationship which is accessible through any AppOne Website or in an account or other relationship with AppOne accessible through the URLs above, including any person authorized to have such access.

"Lender" and "lenders" means various banks, financial institutions and credit unions that have engaged in a contractual Agreement with AppOne to offer their dealerships and end users access to the AppOne platform & systems to electronically submit credit applications and print loan documentation.

"Account" and "accounts" mean the account(s) tied to your customer identification access code used through any AppOne Website to

retrieve credit reports, submit credit applications, print loan documents or conduct transactions, or any account of any AppOne parent, subsidiary or affiliate accessible through a customer identification code.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

Online Access to AppOne Services ("Services") means information, communication and transactions provided to you by us through any non office remote channel, including any AppOne Website, including, but not limited to, the following: credit report retrieval, credit application submissions, credit application status inquiries, loan documents printing and any other form of secure status notification or information pertaining to a credit application you submitted.

REQUIRED EQUIPMENT DISCLAIMER OF LIABILITY

Use of the Services requires a computer and high speed internet access (in this Agreement, your computer and all related equipment are referred to as your "Computer") connected through an Internet Service Provider with a Web browser (Microsoft Internet Explorer 7.0 or higher, or Firefox 3.0 or higher).

To provide the highest degree of confidentiality and security, we require the use of browsers that provide encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized persons to read information. Commercial off-the-shelf browsers typically support 40-bit encryption. Many browser suppliers (Microsoft Explorer browser) offer special 128-bit encryption versions, available for download from their respective Web sites.

We require you protect your financial information by using the most secure encryption possible, and we specifically disclaim any and all responsibility for losses resulting from your use of 40-bit encryption. Use of the Services cannot be achieved with 40-bit encryption.

Additionally, to be able to utilize the document printing feature of this website, you will require Adobe Acrobat Reader 8.0 or higher installed on your computer and the ability to print to an Inkjet or Laser printer for laser documents. Some states require the use of a color laser/inkjet printer.

ACCOUNT ACCESS ACCESS CODE CONFIDENTIALITY E-MAIL COMMUNICATIONS

Use of the Services requires you to have at least one valid Indirect Lending account with at least one of the Lenders on the AppOne platform.

You will need an AppOne username and password. Your AppOne username is assigned by us and is unique to each individual in your organization. The password is confidential and is only known to the individual in your organization. You will have access to all transactions associated with your organization which is tied to your username.

All electronic communications that we receive from you on the AppOne AppOne Website that meet these identity requirements will be deemed valid, authentic and binding obligations. You intend and agree that these electronic communications will be given the same legal effect as your written and signed paper communications, shall be considered a "writing" or "in writing" and shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such transactions, absent proof of altered data or tampering, under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby and shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

You agree to keep your AppOne username, password, and any special transaction passwords confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize these numbers and do not write them down. You agree not to give or make available your numbers to any unauthorized individual.

It is the responsibility of the owner, proprietor or authorized administrative user of your company to login to the System and disable any old usernames and passwords pertaining to ex-employees. We ARE NOT LIABLE in the event an ex-employee of yours compromises your security.

If you believe the security of your username and/or special transaction password has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the Services without your consent, your accounts have been accessed), you must notify us immediately (**See REPORTING UNAUTHORIZED TRANSACTIONS/YOUR RESPONSIBILITY AND LIABILITY**).

We reserve the right to deny access to the Services, or to deny the processing of transactions, in order to maintain or restore security to our Site and systems. We may do so if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s) or for unauthorized purposes.

We also provide E-mail as a means of communication with us. You may ask questions about your account(s) or maintenance and/or problem resolution issues, or to give comments regarding your satisfaction our services. **E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION OVER THE INTERNET AND WE RECOMMEND YOU DO NOT SEND CONFIDENTIAL INFORMATION BY E-MAIL.** Please do NOT include any sensitive information pertaining to you or your customer in any e-mail correspondence to us.

TRANSACTIONS AVAILABLE THROUGH USE OF THE SERVICES

You may use the Services seven days a week, 24 hours a day to (a) retrieve credit reports (b) submit credit applications to one or more lenders; (b) track the status of credit applications submitted by you; (c) view terms and stipulations on credit applications approved by one or more lenders; (d) print documents for an approved application; and/or (e) obtain/modify information about your account with us. These features are limited to the extent, and subject to the terms, noted below.

We reserve the right without providing advance notice to terminate your access to the Services should you be in breach of this Agreement or delinquent on any of your accounts with AppOne and/or any of its parents, subsidiaries or affiliates.

Information concerning transactions performed through the Services will be available up to thirty (30) days from the date of first submission.

FEES AND CHARGES CHANGE IN TERMS NOTICE

You agree to promptly pay all fees and charges for services provided through the Services, and failure to do so could result in termination of these and any other Services provided to you by AppOne or any of its affiliates.

Additionally, if you close your accounts with us, you must notify us to cancel your Services.

You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Services.

YOUR RESPONSIBILITY

Without in any way limiting your responsibilities under any AppOne Agreement and/or any other applicable agreements, these additional responsibilities, without limitation, apply to your use of this site:

- You are responsible for all data being entered about your customer in the loan application. We are not liable for any errors, mistakes, or inaccuracies on the loan application.
- You must verify all data before submitting the application and notify us immediately if the application has already been submitted and you notice any errors.
- You agree to have an application signed by your customer(s) on file before you send us an application electronically. We may at any point ask for that signed application and your failure to produce one is a material breach of this Terms of Use.

CONSENT TO RECEIVE MARKETING & PROMOTIONAL MATERIALS

From time to time, we may choose to transmit and send various marketing & promotional materials to you via any of the methods outlined below:

- Electronic Mail (to any email addresses on file with your account)
- Facsimile (to any fax numbers on file with your account)
- Postal Mail (to any postal mail addresses on file with your account)

You hereby consent to receiving these marketing & promotional materials from us through any of the methods outlined above. You hereby also agree to notify us in writing should you so choose to no longer receive these marketing & promotional materials from us. We will within 30 days of receipt of your notice in writing to stop receiving marketing & promotional materials from us, cease to send these notices to you.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- If you provide us your permission.

REPORTING UNAUTHORIZED TRANSACTIONS YOUR RESPONSIBILITY AND LIABILITY

Tell us AT ONCE if you believe that an unauthorized transaction has been or may be conducted from your account(s), if you believe another person has improperly obtained your password(s), or you suspect fraudulent activity on your account.

If you do not report unauthorized transactions within 30 days of said date, you risk unlimited losses on transactions made after the 30 day period if we can prove that we could have prevented the unauthorized use had we been notified within this 30 day period. If proof of extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

You agree to assist us in our efforts to recover any funds that were transferred or paid without your permission.

IN CASE OF QUESTIONS ABOUT THE SERVICES

In case of questions about activity made through the Services, you must do one of the following:

- Call us at 225-408-1000 FREE or;
- Write to AppOne, One Reynolds Way, Dayton, OH 45430 ATTN: AppOne Customer Service.

RIGHTS TO TERMINATE THIS AGREEMENT

We reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time.

Your Services may be canceled at any time without prior notice due to you being delinquent in any of your accounts with any of AppOne's entities including its parents, subsidiaries and affiliates. After cancellation, the Services may be reinstated once sufficient funds are available in your account(s) to cover any fees and other pending transfers or debits.

If you do not access your account(s) via the Services for any three-month period, we reserve the right to disconnect your service.

ADDRESS CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, email addresses and account numbers. Changes can be made via a secure page within the AppOne Website.

ASSIGNMENT

You may not assign this Agreement or your rights to the Services to any other party.

We may assign or transfer this Agreement.

DATA RECORDING

When you contact us the information you enter may be recorded. You consent to such recording.

PROGRAM REVISIONS CHANGES/INTERRUPTIONS IN SERVICES

We may, from time to time, revise or update, or perform maintenance upon, our Program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our Programs, the Services, and/or related material and limit access to our more recent versions and updates.

NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

LIABILITY FOR LOSS OR ERRONEOUS DATA

We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of the Service or your computer system.

HARM TO COMPUTER SYSTEMS/DATA

You agree that we have no liability for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site.

SHARING INFORMATION/PRIVACY

We share customer transaction and experience information with affiliates within AppOne through a central information system. We may share other customer information among AppOne affiliates.

OWNERSHIP OF MATERIALS

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SEVERABILITY

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

AREA OF SERVICE

The Services described in this Agreement are solely offered to citizens and residents of the United States of America and may not be accessed while outside of the USA.

The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No contents from this site may be downloaded or otherwise exported in violation of United States Law.

COLLECTION EXPENSES

If we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses, including attorney's fees.

GOVERNING LAW

This Agreement is governed by and interpreted in accordance with all applicable federal laws and regulations and the laws of the State of Ohio.