

Service Agreement

Effective Date: 11/14/2024

Service Provider: AttakerWeb, D.B.A. Transparency Motors

This Service Agreement (the “Agreement”) governs the use of CARFAX® credits and AutoCheck® subscription services provided by AttakerWeb, D.B.A. Transparency Motors (the “Service Provider”). By accessing, purchasing, or using CARFAX® credits, AutoCheck® subscriptions, or any associated services, you (the “Client”) agree to be bound by the terms and conditions outlined in this Agreement. Your continued use of these services serves as ongoing acceptance of these terms. **If you do not agree to these terms, do not use the services.**

1. Introduction and Purpose

This Agreement defines the terms and conditions for purchasing and using CARFAX® credits and AutoCheck® subscription services. It is understood that these services may be purchased independently or together, each governed by the applicable terms in this Agreement.

2. Definitions

- **Service Provider:** AttakerWeb, D.B.A. Transparency Motors.
- **Client:** Any party or individual that accesses, purchases, or uses CARFAX® credits, AutoCheck® subscriptions, or both.
- **CARFAX® Credit:** A prepaid unit granting access to one (1) CARFAX® Vehicle History Report for a single VIN.
- **AutoCheck® Subscription:** A subscription granting unlimited access to AutoCheck® Vehicle History Reports for vehicles with valid VINs during the subscription term.
- **Vehicle History Report:** A report with vehicle-specific information provided by CARFAX® or AutoCheck®.

3. Acceptance and Use

By purchasing, accessing, or using CARFAX® credits or AutoCheck® subscriptions, the Client agrees to this Agreement in full. Any access to or use of these services shall constitute binding acceptance of all terms and conditions.

4. Scope of Services

4.1 CARFAX® Credits

- **Credits and Usage:** CARFAX® credits provide one-time access to CARFAX® Vehicle History Reports.

- **Independent Offering:** CARFAX® credits may be purchased independently from AutoCheck® subscriptions.

4.2 AutoCheck® Subscription

- **Unlimited Reports:** AutoCheck® subscriptions provide unlimited access to AutoCheck® reports for the term purchased.
- **Independent Offering:** AutoCheck® subscriptions may be purchased without CARFAX® credits.

4.3 Combined Services

Clients may purchase CARFAX® credits and AutoCheck® subscriptions together but are not required to do so. Each service is governed independently by the applicable terms.

5. Pricing Terms

5.1 CARFAX® Credits

- **Non-Refundable Payments:** All payments for CARFAX® credits are final and non-refundable.
- **Pricing Adjustments:** Prices for future purchases may change. Clients will be notified at least seven (7) days in advance of any price changes.

5.2 AutoCheck® Subscription

- **Subscription Term:** Subscriptions are valid only for the designated term agreed upon at the time of purchase.
- **Non-Refundable Payments:** Subscription payments are final and non-refundable.
- **Renewals:** Subscriptions will not renew automatically unless otherwise agreed in writing.

6. Service Disclaimer and Limited Availability

6.1 No Guarantee of Uptime

The Service Provider does not guarantee continuous or uninterrupted access to CARFAX® or AutoCheck® reports. Availability of these services may be affected by system maintenance, updates, or other factors beyond the Service Provider's control.

6.2 Exclusions

The Service Provider is not liable for any interruptions or service unavailability due to:

- Scheduled or unscheduled maintenance.
- Third-party service disruptions, including but not limited to CARFAX® or AutoCheck® systems.
- Force majeure events, such as natural disasters, cyberattacks, and government actions.

Use of the services constitutes acknowledgment and acceptance of these disclaimers.

7. Limitation of Liability

By using CARFAX® credits or AutoCheck® subscriptions, the Client agrees that:

- The Service Provider shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use, misuse, or inability to use these services, regardless of the cause.
- The Service Provider's total liability, if any, shall be limited to the value of any unused CARFAX® credits or the prorated value of an AutoCheck® subscription at the time of a claim.
- No implied warranties of merchantability, fitness for a particular purpose, or non-infringement apply to these services.

8. Client Obligations

The Client agrees to:

- Use CARFAX® and AutoCheck® reports solely for lawful purposes.
- Accept all information provided in reports "as is," acknowledging potential inaccuracies.
- Indemnify and hold the Service Provider harmless from any claims arising from the misuse or unauthorized dissemination of report data.

9. Intellectual Property

Vehicle History Reports, including CARFAX® and AutoCheck® reports, remain the intellectual property of their respective owners. The Client is granted a limited license to use the reports solely for internal business purposes.

10. Confidentiality and Data Security

10.1 Confidentiality

Both parties agree to maintain the confidentiality of any non-public information exchanged.

10.2 Data Security

While the Service Provider implements standard security measures, no guarantees are made regarding data security.

11. Term and Termination

11.1 Term

This Agreement remains effective until terminated by either party with thirty (30) days' prior written notice.

11.2 Termination for Cause

The Service Provider reserves the right to terminate this Agreement immediately in the event of a material breach by the Client.

12. Indemnification

The Client agrees to indemnify the Service Provider against any claims or liabilities arising from:

- The misuse of CARFAX® or AutoCheck® reports.
- Violations of applicable laws or regulations.
- Unauthorized distribution or disclosure of report data.

13. Force Majeure

The Service Provider shall not be held liable for delays or failures in service due to events beyond its control, such as natural disasters, cyberattacks, labor strikes, or regulatory changes.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, with any disputes to be resolved in Olmsted County, Minnesota.

15. Notices

All notices shall be sent via email or registered mail to the addresses provided by each party.

16. Entire Agreement

This Agreement constitutes the entire understanding between the Service Provider and the Client and supersedes all previous agreements, discussions, or understandings.

Acknowledgment and Binding Acceptance

By accessing, purchasing, or using CARFAX® credits, AutoCheck® subscriptions, or any associated services, the Client acknowledges and agrees to all terms and conditions set forth in this Agreement. **If the Client does not accept these terms, they must not use or access the services.**