

iKeyless® Terms of Use

Important. Please read this agreement carefully before accessing or using iKeyless (the “Company”) websites, located at www.ikeyless.com and www.carkeysexpress.com, and mobile applications or participate in any online features, services and/or programs offered by iKeyless (collectively, the “iKeyless Application”). Each time you access or use the iKeyless Application, you agree to be bound by these Terms of Use (“Terms”). If you do not agree to be bound by all of these Terms, you may not access or use the iKeyless Application. In addition, certain areas of the iKeyless Application may be subject to additional terms of use that will be made available for your review. By using such areas or any part thereof, you are expressly indicating that you have read and agree to be bound by the applicable additional terms of use. In the unlikely event that any of the additional terms of use governing such an area are in conflict with these Terms, the additional terms shall control.

User Obligations. You agree to abide by all applicable local, state, national and international laws and regulations pertaining to accessing and using the iKeyless Application. You also acknowledge and agree that your use of the Internet to access the iKeyless Application is solely at your own risk.

Intellectual Property Ownership and Use. You agree and acknowledge that all of the copyrights, logos, trademarks, and any other intellectual property rights for all materials and content, including, but not limited to, any images, page layouts or designs, trade dress or other content (“Content”) contained within the iKeyless Application, are the sole and exclusive property of iKeyless, LLC (the “Company”) unless otherwise specified. Access to the iKeyless Application provides you with a limited right to use the material contained thereon. By accessing this material through the iKeyless Application, you agree to refrain from the following:

1. Reproducing, duplicating, copying, selling or otherwise exploiting the iKeyless Application or any image, page layout or design, trade dress, trademark, logo or other content (“Content”) for any commercial purpose;
2. Using data mining or an extraction tool or process to monitor, extract or copy Content;
3. Engaging in any activity whatsoever that interferes with the iKeyless Application or another user’s ability to access and use the iKeyless Application;
4. Modifying, creating derivative works from, reverse engineering or disassembling any technology used to provide for and maintain the iKeyless Application and the goods or services contained thereon; and
5. Assisting or encouraging a third party to engage in activity on the iKeyless Application prohibited by these Terms.

You further agree and acknowledge that you shall not use, copy, distribute, or exploit any of the Content contained on the iKeyless Application in any manner whatsoever without written authorization from the Company. No portion of the iKeyless Application or the materials contained thereon may be reprinted or republished without express written permission from the Company.

Prohibited Activities. The iKeyless Application and Content are not intended for children under the age of thirteen (13), and children under the age of 13 should not use the iKeyless Application or Content. You acknowledge and agree that, unless otherwise specified in writing, the Content on the iKeyless Application is for your personal, non-commercial use.

User Community Posting Guidelines. The iKeyless Application contains or may contain in the future various interactive portions, such as blogs, message boards, chats, user forums, or other interactive features that allow users and others to post content on our website (“Forums”). Forums are intended to

serve as discussion centers for the users and subscribers of the iKeyless Application. You understand and acknowledge through your continued use of the iKeyless Application that these Forums and the information contained thereon may be seen by anyone on the Internet. When posting information on Forums maintained by the Company, please use good taste at all times and specifically when discussing sensitive subjects. Users are required to be fair and informative and to treat others with respect and honesty.

Furthermore, you understand and acknowledge that when posting information on a Forum maintained by the Company, you must not:

1. Post statements or other materials that are in any way libelous or defame, harass, abuse, threaten, intimidate, or in any other way infringe on the rights of others;
2. Post or upload personal information, pictures, videos or any other media of another person without their express permission, or anything else that violates the privacy or publicity rights of another person or entity;
3. Post anything that interferes with or disrupts the operation of the iKeyless Application, including, but not limited to, posting files that contain malware, viruses, corrupted files, or any other type of file or data that may damage the functionality of another's computer or the iKeyless Application;
4. Repeatedly post the same message or similar messages within an unreasonable timeframe;
5. Delete or revise any material from the iKeyless Application posted by another user or the Company, without the express written permission of the Company;
6. Post statements or materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction;
7. Post statements or other materials that are bigoted, hateful, racist, vulgar, obscene, pornographic, profane or otherwise objectionable, including language and images;
8. Post statements or materials that in any way could harm minor children;
9. Post statements or materials that impersonate another person or entity, whether actual or fictitious;
10. Post statements or materials that in any way misrepresent your affiliation with any entity, including but not limited to the Company;
11. Post statements or materials that constitute spam or unauthorized advertising or promotional materials, including, but not limited to, links to commercial products or services;
12. Post material that infringes or may infringe on any copyright, patent, trademark, trade secret, or other intellectual or property rights of any party that you are not authorized to make available.

Please be aware that the Company can remove any material posted by a user that it finds, in its sole discretion, to be objectionable with or without notice to said user. Any user failing to comply with these guidelines may be expelled from and refused continued access to Forums maintained by the Company in the future. The Company expressly disclaims any and all responsibility and makes no representations as to the validity of any opinion, advice, information or statements made or displayed in Forums by third parties, nor is the Company responsible for any errors or omissions in any such postings or for hyperlinks embedded in any message.

UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON ANY INFORMATION OBTAINED THROUGH THESE FORUMS. The opinions expressed in any of these Forums do not reflect the opinions of the Company and should not be interpreted as such. You understand and acknowledge that the Company reserves the right to alter, edit, refuse to post or remove part or all of any postings or similar content for any reason and to disclose such materials to any third party to satisfy any applicable law, regulation, legal process or governmental request.

You understand and acknowledge that by sending or transmitting content, images, videos, audio files, creative suggestions, ideas, notes, concepts, information, exercises, or any other materials (“Submitted Materials”) or by posting such Submitted Materials on the iKeyless Application or Forums, you hereby grant the Company a non-exclusive, assignable, royalty-free, fully sub-licensable right and perpetual and irrevocable right to use, reproduce, translate, distribute, modify, create derivative works of, publicly perform, publicly display, digitally perform, sell, offer for sale such Submitted Materials in any media form now known or hereafter devised for any purpose whatsoever without any compensation to you. Furthermore, you represent and warrant that any person or entity named, pictured, or otherwise represented in the Submitted Materials has provided you with any necessary licenses, rights, or authorizations to allow the Company’s use of such Submitted Materials in accordance with such license or authorization.

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Accounts, Passwords and Security. If the iKeyless Application requires you to open an account, you must complete the registration process by providing the Company with current, complete and accurate information as prompted by the applicable registration form. You understand and acknowledge that by providing any untrue, inaccurate, incomplete or out-of-date information to the Company, the Company reserves the right to terminate your access and use of the iKeyless Application and associated Content and forums.

You understand and acknowledge that you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or any other electronic device which you may use to access the iKeyless Application and associated Content and Forums. You agree to accept any and all responsibility for all activities that occur under your account or password, regardless of whether such use was authorized by you or not. Furthermore, you hereby agree to notify the Company immediately of any and all unauthorized use of your account or any other breach of security.

If you choose to communicate or meet with other users of the iKeyless Application, associated Content or Forums, you do so entirely at your own risk. You hereby understand and acknowledge that there are risks involved with meeting people in person from an online community, including, but not limited to, risks of physical harm. You assume any and all risks associated with in-person contact with other users outside of the use of the iKeyless Application and associated Content and Forums

Commercial Transactions. Certain products and services may be offered for sale on the iKeyless Application. In the event you wish to purchase or to subscribe to any of these products or services, you will be asked by the Company or an authorized third party, such as PayPal, to provide certain information, including, but not limited to, your full name, address, telephone number and credit card information, or any other information required to complete the purchase transaction. You agree and acknowledge that any such information provided is accurate and complete. You further agree to comply with the terms and

conditions of any agreement that you may enter into governing your purchase of the product or service. You shall be responsible for all charges incurred through your account, as well as any applicable taxes.

By providing the Company or a third-party service provider with your credit card payment information, you agree that the Company and/or third-party service provider is authorized to immediately invoice your account for any and all fees or charges due and payable as a result of your order, including, but not limited to, service fees, subscription fees, or any other fee or charge associated with your access to the iKeyless Application and/or purchase of products. In the event that access to the iKeyless Application and associated Content and Forums requires a recurring payment, you hereby agree that the Company and/or third-party service providers may automatically invoice your account at the beginning of each recurring period. You also agree to immediately notify the Company and/or third-party service providers of any change in your billing address or the credit card used for payment hereunder.

Be aware that your right to use a paid service or a specific product is conditional upon our receipt of payment. If payment cannot be processed, or if a charge is refunded for any reason whatsoever, the Company reserves the right to suspend or terminate your access to the iKeyless Application and/or account. You agree that in the event the Company is unable to collect payment due for products or services specified in your order, the Company may take any and all other steps determined to be necessary to collect the payment due. Furthermore, you understand and agree that you will be responsible for any and all costs and expenses incurred by us in connection with any collection activity stemming from payment due, including collection fees, interest, court costs, and/or attorneys' fees.

When purchasing a product from the iKeyless Application, your order will ship as it becomes available. There may be times when a product is out of stock, which will delay the fulfillment of your order. You will be informed when any products that you have ordered are out of stock or unavailable for immediate shipment. You may cancel your order of a product at any time prior to shipment. Please be aware that the Company cannot guarantee when an order will arrive and that any and all shipping/transit times displayed on our website are only estimates.

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Limitation of Liabilities. THE COMPANY, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER REASON ARISING OUT OF OR IN ANY WAY RELATED TO (1) THE USE OF OR INABILITY TO USE THE IKEYLESS APPLICATION; (2) ANY CONTENT CONTAINED ON THE IKEYLESS APPLICATION; (3) ANY STATEMENTS OR CONDUCT POSTED OR MADE PUBLICLY AVAILABLE ON THE IKEYLESS APPLICATION AND/OR WITHIN ITS CONTENT; (4) ANY PRODUCT OR SERVICE PURCHASED OR OBTAINED THROUGH THE IKEYLESS APPLICATION AND/OR ITS CONTENT; (5) ANY ACTION OR INACTION TAKEN IN RESPONSE TO OR RESULTING FROM ANY AND ALL INFORMATION AVAILABLE ON THE IKEYLESS APPLICATION AND/OR WITHIN ITS CONTENT AND ANY DAMAGE CAUSED BY LOSS OF ACCESS; (6) ANY OTHER MATTER ARISING FROM OR RELATING TO THE USE OF THE IKEYLESS APPLICATION AND/OR ITS CONTENT.

UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF THE COMPANY OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES OR ASSIGNS TO YOU FOR ANY AND ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU FOR USING THE IKEYLESS APPLICATION OR ITS CONTENT.

Indemnification. You hereby agree to indemnify and hold harmless the Company, its subsidiaries, affiliates, officers, directors, agents, employees, representatives and assigns from and against any and all claims, damages, losses, costs and/or expenses, including attorneys' fees, that arise either directly or indirectly out of or from (1) your breach of these Terms; (2) any allegation that any Submitted Material infringes on or otherwise violates the copyright, trade secret, trademark or other intellectual property rights of a third party; and (3) your access or use of the iKeyless Application, its Content or Forums.

Force Majeure. The Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, including, but in no way limited to, any failure to perform the obligations hereunder or those found in any additional terms, due to unforeseen circumstances or causes beyond the control of the Company, such as acts of God; fire; flood; earthquake; accidents; strikes; war; terrorism; governmental acts; failure of common carriers (including, but not limited, to Internet service providers and website hosting providers); or shortages of transportation facilities, fuel, energy, labor or materials.

Governing Law and Jurisdiction. This Agreement is entered into in the Commonwealth of Kentucky, U.S.A. and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, exclusive of its choice of law rules. For any Disputes deemed not subject to binding individual arbitration, as provided in the section immediately below, you and iKeyless agree to submit to the exclusive jurisdiction of Jefferson County, Kentucky, or, if federal court jurisdiction exists, the United States District Court for the Western District of Kentucky. You and iKeyless agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party's rights to remove a case to federal court if permissible), as well as any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement. This Section 9 will be interpreted as broadly as applicable law permits.

Class Action Waiver. Any claim or other proceedings by or between you and the Company shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree to waive any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction.

State Specific Notes:

California. Under California Civil Code Section 1789.3, California website users are entitled to know that they may file grievances and complaints in writing with The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or via telephone at (916) 445-1254 or 1-800-952-5210, or via email at dca@dca.ca.gov.

New Jersey. Any disclaimer, limitation of liability, indemnification or damages provision contained herein shall apply to New Jersey residents and/or New Jersey transactions only to the extent permitted either by New Jersey law or public policy.

Severability. If any part of these Terms is deemed to be unlawful, void, or, for any reason, unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity or enforceability of any remaining provisions of these Terms.

Entire Agreement. These Terms, as well as our Privacy Policy and any other terms or agreements that may be posted on the iKeyless Application as amended from time to time (“Website Agreements”) contain the entire agreement between you and the Company relating to the iKeyless Application and your use of the iKeyless Application and supersede any and all previous agreements, arrangements, undertakings or proposals, whether written or oral, between you and the Company regarding such matters.

To understand our privacy practices, please review our Privacy Statement, which governs your visits to the iKeyless Application and is herein incorporated by reference into these terms.

Updates. The Company may modify these Terms at any time. If, at any time, you disagree with the changes made to the Terms, you must discontinue your use of the iKeyless Application and its Content and Forums, and if you have registered for any services through the iKeyless Application, cancel your registration. Your continued access or use of the iKeyless Application following such notice constitutes your acceptance of the modified Terms. It is your responsibility to be aware of any such modifications to the Terms. The Company reserves the right to modify or discontinue the iKeyless Application with or without notice and will not be held liable to you or any third party should the Company choose to exercise their right to modify or discontinue the iKeyless Application. IF YOU OBJECT TO ANY SUCH CHANGES, YOUR SOLE RECOURSE SHALL BE TO CEASE ACCESS TO AND USE OF THE IKEYLESS APPLICATION. CONTINUED ACCESS TO AND USE OF THE IKEYLESS APPLICATION AND/OR ITS CONTENT AND FORUMS FOLLOWING NOTICE OF ANY SUCH CHANGE INDICATES YOUR ACKNOWLEDGEMENT OF SUCH CHANGE AND ACCEPTANCE OF THE IKEYLESS APPLICATION AS SO MODIFIED, AND YOUR USE OF THE IKEYLESS APPLICATION AND ITS CONTENTS AND FORUMS SHALL BE GOVERNED BY THE UPDATED TERMS.

How to Contact Us. If you have any questions or comments about this policy, if you need to report a problem, or if you would like to exercise one of your rights under this policy, please contact our privacy team via e-mail or by mail at: iKeyless, LLC, 828 E. Market Street, Louisville, KY 40206, U.S.A, Attn: Privacy Team. You may also direct any such inquiries to the iKeyless Data Protection Officer via e-mail at info@carkeysexpress.com, and allow thirty (30) calendar days for a response.

Please include in your correspondence your name, contact information, and the nature of your request so that we can respond appropriately and promptly.

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