

Carzilla Terms of Use Agreement

Last Updated: July 1st 2015.

1. Introduction.

1.1. Welcome to Carzilla. These terms of use form a legally binding agreement (the "Agreement") which governs your access and use of www.CarzillaApp.com (the "Website"), the Carzilla application available for download and use on one or more mobile devices (the "App"), or any other portion of the Services. As used herein, "Services" means any or all portions of the Website or the App, including all content, functionality, items or services offered on or through the Website or the App, whether as a guest or as a paid or registered user. In addition, the terms "Carzilla," the "Company," "we," "us," "our" and similar words refer to Carzilla, Inc., and the terms "you," "your," "yourself" or similar words refer to the individual person accessing the Services. In addition, to the extent you are using the Services in connection with your employment, your use shall be attributed to such employer as well.

1.2. Please read these terms of use carefully before you start to use any Services. **By using any portion of the Services, including accessing the Website or installing the App, you accept and agree to be bound by the terms of this Agreement, as well as our Privacy Policy (found in the mobile app and at www.CarzillaApp.com) which is incorporated into this Agreement by reference.** If you do not agree to be bound by this Agreement, you must not access or use any portion of the Service. If you are using the Services in connection with your employment, you represent that you are authorized, and hereby agree, to bind your employer hereto. Furthermore, you may be required to enter into additional agreements to use certain features of the Services, such as participating in our dealer vehicle inventory program or posting vehicles for sale as a private seller. In the event of any conflict between the terms set forth in this Agreement and such additional agreements, the term set forth in such additional agreements will control unless expressly stated otherwise.

1.3. The Services are offered and available to users who are 18 years of age or older. By using the Services, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet such requirement, you must not access or use the Website

2. Changes to Terms. We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes.

3. Access and Security.

1.1. In order to access and use certain portions of the Services, you may be required to provide us with information about yourself. You represent and warrant that all such information will be accurate at the time provided, and you agree to update such information as necessary to maintain its accuracy.

1.2. You agree to maintain the confidentiality of all login and password credentials provided for your use of the Services, if any. Such information is not transferable, and you are responsible for all activity performed through your account. If you become aware of any unauthorized use of your password or of your account, you must notify us immediately by emailing info@carzillaapp.com.

4. Certain User Acknowledgments; Fees.

1.1. The Services are provided for the purpose of bringing together vehicle buyers and sellers. Accordingly, your use is limited to lawful activities consistent with that purpose, including searching for vehicles and listing vehicles for sale. All other uses are prohibited. You acknowledge and agree that Carzilla is a listing service and does not sell any vehicle. Information about vehicles, buyers and sellers is provided by other parties, and Carzilla does not verify the accuracy, authenticity, completeness, reliability or timeliness of that information. When reading or posting information about a vehicle, you should use at least the same common sense, caution and good judgment you would use with respect to a newspaper classified advertisement.

1.2. When searching for vehicles to purchase, you are solely responsible for the evaluation and verification of all vehicle and seller information, including the vehicle's mechanical and operating condition, warranty coverage and certification terms, and seller reputation. You are also solely responsible for negotiation and confirmation of all pricing terms and other charges, including applicable taxes, finance charges, dealer documentation fees, registration and license expenses, or emission tests. In addition, while we require persons listing a vehicle to refrain from using your contact information in any way not related to a potential sale of the vehicle, you acknowledge that Carzilla has a limited ability to restrict such use and agree that any information you provide in response to a listing is done at your own risk.

1.3. By listing information about a vehicle for sale, you represent and warrant that you have possession of the vehicle and the legal authority to transfer title, and that, to the best of your knowledge, all information you provide regarding the vehicle is accurate, complete, not duplicative of any other listing, and not misleading in any way. You also agree to provide accurate and complete contact information in connection with each vehicle listing, and that you will not use the name, contact, or any other personally identifiable information of any person who contacts you in connection with your listing for any purpose other than facilitating the purchase and sale of a vehicle. Unless you have entered into a separate Dealer Enrollment Agreement, you represent and warrant that you are not a motor vehicle dealer or acting, directly or indirectly, on behalf of any motor vehicle dealer, and you agree that you will not simultaneously post more than five vehicles for sale. When submitting listing information for a vehicle, you agree to pay the applicable charges for all options selected by you, according to the additional terms presented at the time of your submission. Such charges shall be due whether or not the vehicle is sold.

5. User Contributed Content.

1.1. Certain features of the Website or App may allow users to post, submit, publish, display or transmit content for viewing by other users, including vehicle listing information (collectively, "User Contributions"). Any User Contribution you post to the Website or App will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our licensees, successors and assigns the right to use, reproduce, modify, display, distribute and otherwise disclose to third parties any such material for any purpose not inconsistent with this Agreement. Without limiting the foregoing, you agree that User Contributions may be distributed to third party websites and used for data analytics. You represent and warrant that you have sufficient legal rights to provide any User Contribution submitted by you, and that such User Contributions will comply with the terms herein and applicable law.

1.2. We retain the right to remove or refuse to post any User Contribution for any or no reason, and to disclose your identity to law enforcement authorities, to any third party who claims that such material violates their rights, or as required by court order or applicable law.

1.3. If you believe that any User Contribution violates your rights, please provide notice, including reasonable detailed information, to info@carzillaapp.com. It is the policy of the Company to terminate the user accounts of repeat infringers.

6. **Prohibited Uses.**

1.1. You agree not use the Services, including providing any User Contributions: (a) in any way that violates any applicable federal, state, local or international law or regulation; (b) to transmit any material that violates or infringes upon the rights of any other party, including rights of privacy, publicity, copyright, trademark or other intellectual property rights, or contains any obscene, profane, harassing, defamatory, hateful, threatening or similarly objectionable content; (c) to transmit any spam, junk mail, chain letter or similar solicitation, or to advertise or promote any product or service other than validly listed vehicles; (d) to impersonate any other person or entity or attempt to mislead any person as to your identity; (e) in any manner that restricts or inhibits the Services or any portion thereof, interferes with any person's ability use the Services, or seeks access to any unauthorized feature or data relating to the Services, including account information of others; (f) introduces any virus, Trojan horse, worm or other disruptive or harmful computer code; or (g) by use of any robot, spider or other automatic device, process or means of access, unless specifically agreed to by us.

1.2. We reserve the right, in addition to any other available remedies, to block your access to the Services or any part thereof without notice and to remove content that has been submitted by you, in the event you engage in any of the foregoing prohibited activities.

7. **Intellectual Property Rights.**

1.1. You acknowledge and agree that Carzilla (or its licensors) owns all right, title and interest in and to the Website, App and Services, and all of the intellectual property embodied therein, including all copyrighted works, trademarks, service marks, patents, inventions, know-how and trade secrets, whether registered or not, and wherever such rights may exist throughout the world. Such items are protected by international, federal and state laws relating to intellectual property, including copyright, patents, trademarks and trade secrets. No right, title or interest in or to the Services or any content on the Website or App is transferred to you, and all rights not expressly granted are reserved by Carzilla.

1.2. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website or App, except for (a) temporary copies incidental to your access (such as those contained in any RAM memory or Web browser cache) and (b) a reasonable number of printed copies of product descriptions or other material, in each case, solely for the permitted uses described above and not for further reproduction, publication or distribution. You may not delete or alter any copyright, trademark or other proprietary rights notices from any materials copied or downloaded from the Services, or use any illustrations, photographs, video or audio sequences or graphics separate from the materials in which they were included. If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for the permitted uses described above, provided you agree to be bound by our end user license agreement for such applications.

8. **Reliance on Information; Links to Third Parties.**

1.1. The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

1.2. Certain content may be provided by third parties, including materials provided by other users, bloggers and third-party licensors and advertisers. These materials do not necessarily reflect the opinion of Carzilla. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

1.3. The Services may contain links to other sites and resources provided by third parties, including links in advertisements or sponsored content. These links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites

9. Disclaimer of Warranties; Limitation of Liability.

1.1. YOU ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN ANY SEPARATE AGREEMENT, NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY Carzilla WITH RESPECT TO THE WEBSITE, APP, THE SERVICES OR ANY OTHER MATTER, AND ALL SUCH WARRANTIES AND ASSURANCES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN ANY SEPARATE AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE, APP AND SERVICES IS ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER Carzilla NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR PERFORM WITHOUT ERROR OR INTERRUPTION, NOR DO THEY GIVE ANY ASSURANCE WITH RESPECT TO THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES, OR THAT THE WEBSITE OR SERVICES WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THIS WEBSITE FOR RECONSTRUCTION OF ANY LOST DATA.

1.2. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN ANY SEPARATE AGREEMENT, IN NO EVENT SHALL Carzilla OR ANY OF ITS AFFILIATES BE LIABLE TO YOU FOR ANY KIND OF DAMAGES WHATSOEVER (WHETHER BASED ON TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR ANY OTHER LEGAL THEORY), IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING DAMAGES FOR LOST PROFITS OR REVENUES, LOST OR DAMAGED DATA, LOST BUSINESS OPPORTUNITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, EVEN IF Carzilla OR ITS AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, AND EVEN IF A WARRANTY PROVIDED IN ANY ADDITIONAL TERMS FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN THE EVENT THE FOREGOING LIMITATION SHALL BE HELD INVALID FOR ANY REASON, YOU AGREE THAT THE AGGREGATE LIABILITY OF Carzilla AND ITS AFFILIATES UNDER THIS AGREEMENT FOR ALL CLAIMS

SHALL IN NO EVENT EXCEED THE AMOUNT, IF ANY, YOU PAID FOR YOUR USE OF THE SERVICES IN THE SIX-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

1.3. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED

10. **Indemnity.** You agree to indemnify, defend and hold harmless Carzilla and its affiliates, and each of their respective successors, directors, managers, officers, employees and agents, from and against any and all losses, liabilities, claims, damages or expenses, whether direct, incidental, indirect or special in nature (including all attorneys' fees and costs of investigation) arising out of or relating to your violation of this Agreement, or your use of the Services, except as expressly authorized by this Agreement.
11. **Severability and Waiver.** If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect. No waiver of by the Company of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision
12. **Entire Agreement; Amendment.** This Agreement (including the Privacy Policy) comprise the entire agreement between you and Carzilla regarding the subject matter hereof, and supersedes all prior writings, discussions, representations and understandings with respect thereto.
13. **Governing Law; Jurisdiction.** This Agreement is governed by the laws of the State of Georgia, except for any law or rule that would render such choice invalid. Any legal action arising out of or relating to this Agreement shall be brought exclusively in a state or federal court located in Fulton County, Georgia, and the parties consent to the personal jurisdiction of such courts.
14. **Notices.** The Services are provided by Carzilla. We can be reached by email at info@carzillaapp.com.

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