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- To respond to your requests or inquiries
- To improve user experiences by marketing our website easier to navigate and use
- For other legitimate business purposes

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B. OPT-IN TELEPHONIC AND CHAT CONTACT TERMS & CONDITIONS

Program Description: Dealership responds to inquiries and requests for information through various telephonic means (the “Program”), subject to these Opt-In Telephonic and Chat Contact Terms and Conditions (the “Opt-In Terms”). There is no cost or obligation associated with the Program referred to herein and you may opt out at any time by means specified below.

User Opt-In: The Program allows users to receive, among other communications, SMS/MMS mobile messages, telephone calls (including prerecorded messages) and other chat messaging through the website that include alerts, appointment and service reminder information, vehicle information, and information about Dealership’s inventory and other services by users affirmatively opting into the Program, such as through providing your contact information and

requesting information about the Dealership online, submitting an inquiry, and/or confirming your opt-in by replying to an opt-in confirmation message. Regardless of the opt-in method you utilized to join the Program, you agree that these Opt-In Terms apply to your participation in the Program. The mobile messaging and telephone system used by Dealership to communicate with you does not have the capacity to randomly or sequentially generate telephone numbers. Thus, Dealership's mobile messages and calls are not sent to you by an automatic telephone dialing system ("ATDS" or "autodialer"). Nevertheless, by participating in the Program, you agree to receive autodialed messages and/or prerecorded calls to the telephone number you provided concerning Dealership's products and services, and you understand that consent is not required to make any purchase from us. You further agree that when you submit an inquiry or other request to us, such as inquiring about a vehicle, trade-in, or service appointment, your inquiry constitutes a request for information. Both parties agree that our attempt(s) to contact you in order to respond to your inquiry shall be considered informational messages outside the scope of any telemarketing requirements under the Telephone Consumer Protection Act, the Telemarketing Sales Rule, and any comparable state laws.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent based on your interaction with Dealership and the Program.

Contact Information: For support, text "HELP" to any Dealership mobile message, or call (855)-973-6753.

Text Message Opt Out, DNC Requests and Additional Commands: To opt out of receiving text messages from us, reply "STOP" to any text message you received from Dealership on your mobile device. This is the easiest and preferred method to opt out of receiving text messages. You may receive an additional mobile message confirming your decision to opt out. The Program may recognize or respond to additional commands and keyword queries.

You may receive additional informational text messages based on your interaction with the Program, even after opting out of receiving the Program's alerts. You acknowledge and agree that, notwithstanding any prior opt-out attempt, you consent to receive further messages from or on behalf of Dealership that result from your continued communication with the Program. Dealership may also provide you instructions on how to rejoin receiving the Program's recurring mobile alerts when you unsubscribe. You agree that you are subject to the Terms, including any modifications thereto then in effect, when you re-subscribe to the Program through any of the available options to do so.

If you wish to opt out of receiving all telephonic communications from Dealership, you should instruct the Dealership employee you are working with to place you on Dealership's internal do-not-call list.

MMS: The Program will send SMS messages if your mobile device does not support MMS messaging.

Program Warranty: Dealership will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator, and is outside of Dealership's control. Currently supported wireless carriers include AT&T, Boost, Metro by T-Mobile, T-Mobile, Verizon Wireless, and Virgin Mobile. T-Mobile is not liable for delayed or undelivered mobile messages.

Privacy Policy: By participating in this Program, you acknowledge that you have reviewed and understand our [Privacy Policy](#), and consent to the practices described in that policy.

Miscellaneous: You warrant and represent to Dealership that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing. Dealership reserves the right to change these Terms from time to time. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept these Terms, as modified.

C. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

Except where and to the extent prohibited by law, by using our website and all the services provided thereunder and by our dealership (collectively the "Services"), you and DEALERSHIP agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Services or the breach, enforcement, interpretation, or validity of our Privacy Policy or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute.

Notice shall be sent to arbitration@penskeautomotive.com

Both you and our dealership must agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

Other rights that you and we would otherwise have in court will not be available, or will be more limited in arbitration, including discovery and appeal rights. All such disputes shall be exclusively submitted to the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute.

In the event of a conflict between this arbitration agreement and any other arbitration agreement between you and the Dealership, such as an arbitration agreement contained in a retail installment sale contract, lease agreement, or repair estimate (hereinafter "Other Arbitration Agreement"), the terms of the Other Arbitration Agreement shall govern and prevail in each instance.

D. THIRD-PARTY SITES

As a convenience to you, we provide links on this site to websites operated by other entities. Many of these sites are beyond our control, and the sites may have practices or policies that are different from those described in these Terms of Use or our Privacy Policy. We make no representations or warranties regarding these other websites or any information appearing on such sites, and disclaim all liability for any information, materials, products, or services posted or offered at any of the Third-Party Websites. We also disclaim liability for any failure of any products or services offered or advertised at such Third-Party Websites.

In addition, links from this site do not imply that we sponsor or endorse these other sites or any of the products or services described there. It is always recommended to review the Privacy Policy on any website property you visit.

E. SOCIAL MEDIA LOGINS

If you create an account on one of our sites, we may provide the option to use various popular social media and/or third party accounts to expedite and simplify the process. If you decide to take advantage of that functionality, the account, associated data, and privacy matters in connection with that account are governed by the respective policies of the third party service. Please see the links below to their policies for review. By continuing to create the account, you are agreeing to such third parties' policies and terms. Please see representative links below, which are not exclusive of all third party accounts that a user may determine to create:

<https://policies.google.com/privacy?hl=en-US>

<https://www.facebook.com/privacy/policy>

F. DISCLAIMER AND LIMITATION OF LIABILITY

All dealership information is located on our homepage. Our dealership operation consisting of the dealership, vehicle models, vehicle inventory and marketing content represented in this site. The information within this site is provided "as is". No warranty is expressed or implied to the fullest

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All vehicles are sold on an "as-is" basis unless stated otherwise. Vehicle pictures may not represent actual vehicles. Prices and special offers are subject to change. Mileage listings are estimates and are not necessarily accurate odometer readings. Some vehicle information and vehicle pricing may be unintentionally missing or inaccurate, and we will endeavor to correct such discrepancies in a commercially reasonable manner upon Customer notification of such errors or omissions, but pricing errors and listing errors are considered invalid and may or may not be honored at the sole discretion of our dealership. If a Payment calculator is available within the site, it should not be used for exact finance amounts. Daily changes in inventory may result in the unavailability of certain vehicles listed on-line.

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G. INDEMNIFICATION

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