

Website Terms of Use and Privacy Policy

I. INTRODUCTION

This User Agreement and Privacy Policy governs each website, mobile site, application, and/or other service, regardless of how distributed, transmitted, published, or broadcast (each, a "Service") provided by KarGenie its parent and/or subsidiaries ("we," "us," or "our") that links to this User Agreement and Privacy Policy, which is binding on all those who access, visit and/or use the Service, whether acting as an individual or on behalf of an entity, including you and all persons, entities, or digital engines of any kind that harvest, crawl, index, scrape, spider, or mine digital content by an automated or manual process or otherwise (collectively, "you" or "your"). Any financial product or service that may obtain from us through the Service is also subject to our Financial Privacy Policy.

Please read this User Agreement and Privacy Policy carefully. You can access this User Agreement and Privacy Policy any time in the footer of the Service's home page or initial screen. Your access, visitation and/or use of the Service, including without limitation any registration on any aspect of the Service, will constitute your agreement to this User Agreement and Privacy Policy. If you do not agree with the terms and conditions of this User Agreement and Privacy Policy, you may not access, visit and/or use the Service.

The User Agreement and Privacy Policy may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Service by you will constitute your acceptance of any changes or revisions to the User Agreement and Privacy Policy. If you breach, violate, fail to follow, or act inconsistently with the rules, restrictions, limitations, terms and/or conditions that apply to the Service, whether listed in this User Agreement and Privacy Policy, posted at various points in the Service, or otherwise communicated to users of the Service (collectively, the "Agreement"), we may terminate, discontinue, suspend, and/or restrict your account/profile, your ability to access, visit, and/or use the Service or any portion thereof, and/or the Agreement, including without limitation any of our purported obligations hereunder, with or without notice, in addition to our other remedies. In addition, we may curtail, restrict, or refuse to provide you with any future access, visitation, and/or use of the Service. We reserve the right, in addition to our other remedies, to take any technical, legal, and/or other action(s) that we deem necessary and/or appropriate, with or without notice, to prevent violations and enforce the Agreement and remediate any purported violations. You acknowledge and agree that we have the right hereunder to an injunction without posting a bond to stop or prevent a breach or violation of your obligations under the Agreement.

In the event of any conflict or inconsistency between the terms and conditions of this User Agreement and Privacy Policy and the terms of the Financial Privacy Policy, the terms of the Financial Privacy Policy shall control. In the event of any other conflict between the terms and conditions of this User Agreement and Privacy Policy, and any rules, restrictions, limitations, terms and/or conditions that may be posted at various points in the Service or otherwise communicated to users of the Service, the terms of this User Agreement and Privacy Policy shall control.

Among other things, the Agreement governs all text, articles, photographs, images, graphics, illustrations, creative, copy, artwork, video, audio, music, podcasts, ringtones, games, trademarks, trade names, service marks, and other brand identifiers, designs, plans, software, source and object code, algorithms, data, statistics, analysis, formulas, indexes, registries, repositories, and all other content, information, and materials (collectively, "Content") available on or through the Service, whether posted, uploaded, transmitted, sent or otherwise made available by us, our licensors, vendors, and/or service providers.

II. MONITORING AND COMPLAINTS ABOUT THE SERVICE AND THE CONTENT

A. Monitoring

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Service to foster compliance with the Agreement. You hereby specifically agree to such monitoring. Nevertheless, we do not make any representations, warranties or guarantees that: (1) the Service, or any portion thereof, will be monitored for accuracy or unacceptable use, or (2) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with the Agreement.

B. What to Do if You Have a Complaint About the Service and the Content

If you have a legitimate complaint about the Service or the Content, please do the following:

Copyright Complaints: If you have reason to believe that your Content has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another site, application, destination or service that contains Content or activity that infringes your copyright rights, you may notify us as described below in the section entitled Copyright Complaints.

CyberCrime: If you have reason to believe you may be the victim of an online crime, such as identity theft, fraud, infringement, or hacking, you may contact the [Internet Crime Complaint Center](#), at www.ic3.gov, a partnership between the [Federal Bureau of Investigation](#) (FBI), the [National White Collar Crime Center](#) (NW3C), and the [Bureau of Justice Assistance](#) (BJA).

IMPORTANT: FALSE OR INACCURATE ACCUSATIONS THAT OTHERS HAVE COMMITTED A CRIME, INAPPROPRIATE ACT, OR VIOLATION OF THIS AGREEMENT, COULD BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAW, OR OTHERWISE EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES).

III. REGISTRATION AND ACCOUNT/PROFILE CREATION

A. We may at times require that you register and/or set up an account/profile to access, visit and/or use certain portions of the Service, or the Service as a whole, in which case you may be provided, or required to choose, a password and/or User ID, and you may provide a credit, debit, or charge card number, or other payment information, as well as your name, telephone number(s), email and/or street address, and other personally identifiable information. Other information such as your age, gender, an avatar, and the number for your mobile or other device may also be requested. In addition, you may be asked to send us similar information via messaging (e.g., email, SMS, MMS, or other technologies). All such information shall be referred to in the Agreement as your "Registration Information". We may use and share your Registration Information as described in our Privacy Policy.

B. You agree, represent, warrant, and guarantee that all Registration Information provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account/profile on the Service. If any of your Registration Information changes, you must update it promptly by using the mechanism or contact information on the Service that allows you to change or update your Registration Information, if available. If no such mechanism or contact information is available on the Service, please notify us as described in our Privacy Policy.

WE AND OUR INDEMNITEES (AS DEFINED BELOW), SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION. NEITHER WE NOR OUR INDEMNITEES SHALL BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.

C. We reserve the right at any time, with or without notice, to remove or require a change to or repossess any password and/or User ID that has been provided to you, any avatar you may be using or other Registration Information, or otherwise change the access means or methods for portions of the Service, the Service as a whole, or certain products and/or services.

D. You will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use the Service by use of your account/profile and/or Registration Information. You may not access and/or use anyone else's Registration Information, or access, visit and/or use the Service by use of anyone else's account/profile and/or Registration Information. You may not sub-license, transfer, sell, rent or assign your Registration Information to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of the Agreement.

E. You are solely responsible for all access or visitation to, usage of, or activity on, your account/profile including, but not limited to, use of the account/profile by any person who uses your Registration Information, with or without authorization, or who has access to any computer, mobile or other device on which your account/profile resides or is accessible. You acknowledge and agree that we may, and you specifically authorize us to, process all transactions, including without limitation purchases and/or registration for additional merchandise, products and/or services, including without limitation Content, that are initiated by use of your Registration Information.

F. If you have reason to believe that your account/profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must immediately change the affected Registration Information by using the mechanism or contact information on the Service, if available, and/or close the account/profile. If no such mechanism or contact information is available on the Service, please immediately notify us as described in our Privacy Policy.

IV. RULES OF USAGE:

A. Use of the Service by You:

1. The Service is not intended for users under the age of 16, and we do not knowingly collect personally identifiable information from users under the age of 16. Such users are expressly prohibited from registering for the Service or submitting their personally identifiable information to us, and from using portions of the Service for which registration is required.

2. You shall ensure that all equipment, hardware, software, products and/or services you use to access, visit, or use the Service does not disturb or interfere with our operation of the Service, or impede or interfere with others' access, visitation and/or use of the Service. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Service any equipment, hardware, software, product and/or services causing interference with us, our licensors, vendors, service providers, the Service or any Content.

3. If you provide to us the number for a mobile or other device, or we obtain the device identifier for a device you are using, you agree, represent, warrant, and guarantee that such device is registered in your name and owned by you, or that you have permission of the device owner(s).

4. Unless otherwise specified, the Service is intended for your personal, non-commercial use only. You are solely responsible for all usage of, or activities on, the Service by you and by those you authorize or allow to use, or provide access to, the Service, for example, by authorizing or allowing access to your account/profile or any computer, mobile or other device on which the Service resides or is accessible.

5. You must comply with all applicable import and export control laws, rules, and regulations of the United States and other countries, and you must not transfer, by electronic transmission or otherwise, any Content subject to restrictions under such laws, rules, or regulations to a site, application, destination, location, person or entity, or for an end use, prohibited thereby.

6. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. Content that is provided by us, our licensors, vendors and/or service providers, including without limitation photos, images, text, music, audio, videos, podcasts, trademarks, trade names, service marks and other brand identifiers, the organization, design, compilation, and "look and feel" of the Service, and all advertising thereon, is protected by local, state, federal, provincial, national, international, and foreign copyright, trademark and other intellectual property laws, rules, and regulations, and is the property of us or our licensors, vendors and/or service providers.

8. Certain Content may be made available to you on or through the Service for download, installation, and/or streaming on your computer, mobile or other device, and via Real Simple Syndication (RSS), such as photos, images, text, music, audio, videos, podcasts, ringtones, games, graphics, or software. Such Content is subject to the same terms, conditions, limitations and restrictions applicable to all Content provided by us, our licensors, vendors and/or service providers. You must, in addition to all of your other obligations, use such Content only to the extent expressly authorized for the particular Content, and you may not use such Content in a manner that exceeds such authorization. Certain Content on the Service may be provided by third parties and KARGENIE may not have editorial control over the content. The views or opinions expressed by those third parties do not necessarily represent the views of KARGENIE.

9. Vehicle listings and descriptions on the Service are for informational purposes only and KARGENIE does not guarantee the accuracy of such information. KARGENIE may obtain vehicle listing information, including vehicle descriptions from third parties, so there is a possibility that unintentional errors can occur. All vehicles are subject to prior sale and may not be available in your area when you are ready to purchase. You agree that any reliance on the vehicle listing and descriptions on the Service is at your own risk. All vehicle listings are subject to the Disclaimer of Warranty and Limitation of Liability in these Terms of Use. KARGENIE is under no obligation to finance, sell, or lease a vehicle to you. In addition, despite our best efforts, it is possible that vehicles or other items on our website may be mispriced. If the correct price of a vehicle or other item is higher than our stated price, we will, at our discretion, either contact you for instructions before delivery or pickup of the vehicle or cancel your purchase and notify you of such cancellation.

B. Prohibitions on Use of the Service:

1. Absent explicit prior written consent in certain situations, you may not, nor may you allow, enable, authorize, instruct, encourage, assist, suggest, inform, or promote that others, directly or indirectly, do any of the following for any reason:

- access and/or use anyone else's Registration Information, or access, visit and/or use the Service by use of anyone else's account/profile and/or Registration Information;
- make any commercial, advertising, promotional, or marketing use of the Service and/or Content, including without limitation the photos, images, text, music, audio, videos, podcasts, trademarks, trade names, service marks and other brand identifiers of us, our licensors, vendors, and/or service providers obtained on or through the Service, except as permitted by the Copyright Act or other law or as expressly permitted in writing by the Agreement, us or the Service;
- impersonate, imitate or pretend to be somebody else, by setting up different accounts/profiles or otherwise, or falsely state, represent, or imply any affiliation, association, or connection with a person or entity when using the Service;
- authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use the Service by use of your account/profile and/or Registration Information;
- falsely state, represent, or imply any affiliation, association, or connection between any person or entity, including without limitation you, your company, or your site, application, destination or service, with the Service, us, or our licensors, vendors and/or service providers;
- use any bots, cheats, macros, scripts, or run Maillist, Listserv or any form of auto-responder, or use any other automated process, or engage in meta-searching or periodic caching of information, to access, visit and/or use the Service, including without limitation to post, upload, transmit, send, or other make available Content on or through the Service;
- copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Content, including without limitation photos, images, text, music, audio, videos, podcasts, data, software, source or object code, algorithms, statistics, analysis, formulas, indexes, registries, repositories, or any other information available on or through the Service, including by an automated or manual process or otherwise, if we have taken steps to forbid, prohibit, or prevent you from doing so;

- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, or erase any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Service, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of Content;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others, or use any Content obtained on or through the Service, in whole or in part, except as permitted by the Copyright Act or other law or as expressly permitted in writing by the Agreement, us or the Service;
- copy, reproduce, modify, change, edit, crop, alter, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, or otherwise attempt to derive any source code or underlying ideas or algorithms of the Service, in whole or in part, including without limitation any Content, communications, messaging, programming, hardware, functionality, or features on our networks, servers or databases, or otherwise reduce the Service, in whole or in part, to a human perceivable form;
- access, other than connecting to our servers by http requests using a browser, or disrupt, overwhelm, attack, hack, destroy, damage, disable, impair, alter, tamper or interfere with, the Service including without limitation any Content, communications, messaging, programming, hardware, functionality, or features on our networks, servers or databases, or impede or interfere with others' access, visitation, and/or use of the Service, in any way or by any means, whether remotely or by access to our personal property, premises, or otherwise, including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Service or otherwise; or
- post, upload, transmit, send or otherwise make available on or through the Service any software disabling devices, time bombs, Trojan horses, cancelbots, viruses, worms, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature.
- hyperlink to the Service without our written permission. If you wish to obtain permission to hyperlink, please contact: Attn: KARGENIE, 4963 Holt Blvd, Montclair, CA 91763 or optout@kargenie.com.

2. CAUTION: ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICE, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

C. Editing, Additions and Deletions:

We reserve the right, but undertake no duty, in our sole discretion, with or without notice, to review, edit, move, add, delete, or otherwise change any features, functionality, and/or Content available on or through, or downloadable from, the Service, including without limitation any Content in your account/profile. This includes updates or upgrades to Content, automatic or otherwise. You agree to accept, and to take no action to interfere with, automatic upgrades or updates. Any changes to the Service may not be consistent across all platforms, computers, or devices. If you do not refresh the Service after each such change, or download the update(s) or upgrade(s), your experience may not reflect the most recent features, functionality, and/or Content, for which we and our Indemnitees disclaim any and all responsibility and liability. If any changes require you to obtain new, additional, or different equipment, hardware, software, and/or telephone, mobile, wireless, Internet and/or other services, you are solely responsible for any additional expense. Even after Content is removed from your account/profile, your messages, post(s), and/or threads, regardless of whether such removal or deletion is by you or by us, copies of that Content may be retained and/or remain viewable by us, our licensors, vendors, service providers and/or other third parties.

D. Copyright Complaints:

1. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our discretion, in addition to our other remedies, terminate, discontinue, suspend and/or restrict the account/profile or ability to access, visit, and/or use the Service of users who infringe the copyright rights of others, and we may choose to remove, delete, erase, or disable access to Content deemed to be infringing. It is our policy to terminate the access of repeat infringers.
2. If you have reason to believe that your Content has been copied and/or is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another site, application, destination or service that contains Content or activity that infringes your copyright rights, you may notify us by providing a document via fax, first class U.S. mail, or e-mail that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Service are covered by a single notification, a representative list of such works at the Service;

iii. Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate such copyrighted work;

iv. Information reasonably sufficient to enable us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

v. A statement that the complaining party has a good faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

3. IMPORTANT: MISREPRESENTATIONS MADE IN A NOTICE CLAIMING THAT CONTENT OR ACTIVITY IS INFRINGING VIOLATES THE DIGITAL MILLENNIUM COPYRIGHT ACT AND MAY EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES). COURTS HAVE FOUND THAT YOU MUST CONSIDER COPYRIGHT DEFENSES, LIMITATIONS OR EXCEPTIONS BEFORE SENDING A NOTICE.

ACCORDINGLY, IF YOU ARE NOT SURE WHETHER CONTENT RESIDING ON OUR SERVICE INFRINGES YOUR COPYRIGHT, WE SUGGEST THAT YOU FIRST CONTACT AN ATTORNEY. IN ADDITION, PLEASE DETERMINE WHETHER THE CONTENT YOU ARE SENDING A NOTICE ABOUT IS ACTUALLY RESIDING ON OUR SERVICE BEFORE SENDING THE NOTICE.

4. Copyright Agent: Compliance Team, KARGENIE, 4963 Holt Blvd, Montclair, CA 91763 or optout@kargenie.com.

Note: Only copyright complaints should be sent to agent. No other communications will be accepted or responded to.

For communications on other matters, please contact us through the means described on the Service, if available (for example, in the "Contact Us" section), or if no such means are specified, contact us as described in our Privacy Policy.

PLEASE NOTE: THE INFORMATION WE PRESENT HERE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT LEGAL ADVICE.

E. Indemnification:

You agree to indemnify, defend and hold harmless us, our licensors, vendors, service providers, and each of our and their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors and assigns (collectively, "Indemnitees") from and against any and all claims, disputes, demands, proceedings, cause of action, judgments, damages, liabilities, losses, costs or expense (including, but not limited to reasonable attorneys' fees) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "Claims") which may arise out of or are in any way connected with your access, visitation and/or use of the Service, your Content, unauthorized use of Content obtained on or through the Service, breach or alleged breach of the Agreement, or from any of your acts or omissions in connection with the Service.

F. Disclaimer of Warranty and Limitation of Liability:

1. CERTAIN FEATURES, FUNCTIONALITY, AND/OR CONTENT OFFERED ON OR THROUGH THE SERVICE MAY BE HOSTED, ADMINISTERED, RUN OR OTHERWISE PARTICIPATED IN BY THIRD PARTIES. THESE SERVICE PROVIDERS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THE AGREEMENT WHEN USING THE SERVICE. WE AND OUR INDEMNITEES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF SUCH THIRD PARTIES.

2. YOU ACKNOWLEDGE THAT YOU ARE USING THE SERVICE AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS", "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS, AND WE AND OUR INDEMNITEES HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED THEREIN OR PROVIDED BY US OR THE SERVICE. WE AND OUR INDEMNITEES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT ACCESS TO THE SERVICE AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE, AND WE AND OUR INDEMNITEES WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE.

3. WE AND OUR INDEMNITEES ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE, OR FOR ANY OTHER TECHNICAL PROBLEMS, ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCESS PROVIDER, INSUFFICIENT SPACE ON USER'S COMPUTER, MOBILE OR OTHER DEVICE OR ACCOUNT/PROFILE, OR ANY OTHER CAUSE OR COMBINATION THEREOF.

4. WE AND OUR INDEMNITEES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THE AGREEMENT, THE SERVICE, YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE THE SERVICE, INCLUDING DAMAGE TO YOUR COMPUTER, MOBILE OR OTHER DEVICE, OR FOR SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, YOUR ACCESS, VISITATION, AND/OR USE OF, OR RELIANCE ON, THE SERVICE AND/OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE ONE MONTH PERIOD IN WHICH THE CLAIM AROSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGREEMENT IS NOT SUBJECT TO THE LAWS OF SUCH STATES, BUT TO THE EXTENT A CLAIM IS BROUGHT THEREIN, OUR LIABILITY AND WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR".

G. Termination or Suspension of the Service, Your Use of the Service, and/or the Agreement:

1. We reserve the right, in addition to our other remedies, to terminate, discontinue, suspend and/or restrict the Service, your account/profile, your ability to access, visit and/or use the Service or any portion thereof, and/or the Agreement, including without limitation any of our purported obligations hereunder, for any or no reason, with or without notice. In the event of any termination or discontinuation of your account/profile, your ability to access, visit and/or use the Service or any portion thereof, and/or the Agreement, we reserve the right, in addition to our other remedies, to reassign, and/or allow another user to use, your password and/or User ID.

2. Even if the Service, your ability to access, visit and/or use the Service or any portion thereof, and/or the Agreement is terminated, discontinued, suspended or restricted, by you or by us, we have no obligation to (but we may in our discretion) remove any Content, and therefore copies of all information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service, may be retained and/or remain viewable by us, our licensors, vendors, service providers and/or other third parties. Nevertheless, we have no obligation to retain, store, or provide you with any information with regard to your account/profile and/or Content you may have posted, uploaded, transmitted, sent or otherwise made available on or through the Service. All provisions of the Agreement shall survive the termination or expiration of the Agreement and/or your account/profile.

H. Communications to You:

1. The communications between you and us usually use electronic means, whether you access, visit or use the Service, send us messages, or whether we post notices on the Service or communicate with you via messaging. For contractual purposes, you (a) consent to receive communications from us in electronic form; and (b) agree that all notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. Your consent to receive communications and do business electronically, and your agreement to do so applies to all of your interactions and transactions with us.

2. You understand and agree that joining the Service may include receiving certain communications from us, such as transactional or relationship messages, and/or messages about your account/profile, and that these communications are considered part of your account/profile and you may not be able to opt out of receiving them without ceasing to be a registered user of the Service.

3. You agree that by providing your phone number, KARGENIE, or KARGENIE's **authorized representatives***, may call and/or send text messages (including by using equipment to automatically dial telephone numbers) about your interest in a purchase, for marketing/sales purposes, or for any other servicing or informational purpose related to your account. You do not have to consent to receiving calls or texts to purchase from KARGENIE.

***Including, but not limited to, KarGenie Affiliates.**

I. Mobile Participants:

You understand and agree that various entities unaffiliated with us make up the "mobile ecosystem" that enables you to access, visit and/or use the Service via your computer, mobile or other device, including without limitation equipment, hardware and software manufacturers and providers, telephone, mobile, wireless, and Internet network providers and carriers, and sellers or providers of Content for use with the Service (collectively, the "Mobile Participants"). We do not represent, warrant or guarantee that all portions of the Service, or the Service as a whole, can be accessed via all mobile or other devices, or via all carriers and service plans or is available in all geographic locations. THESE MOBILE PARTICIPANTS MAY REQUIRE THAT YOU AGREE TO THEIR ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES. YOUR COMPLIANCE WITH ANY SUCH ADDITIONAL TERMS, CONDITIONS, CONTRACTS, AGREEMENTS AND/OR RULES IS SOLELY YOUR RESPONSIBILITY AND WILL HAVE NO EFFECT ON YOUR CONTINUING OBLIGATION TO COMPLY WITH THE AGREEMENT WHEN USING THE SERVICE. WE AND OUR INDEMNITEES SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE ACTS OR OMISSIONS OF SUCH MOBILE PARTICIPANTS. We have agreements with some of these Mobile Participants that require us to make certain disclosures and pass along certain responsibilities to you. For such Mobile Participants, you specifically acknowledge and agree that: (i) the Agreement is between us and you; the Mobile Participants are not parties to the Agreement; (ii) the Mobile Participants and their parents, subsidiaries and affiliates are third party beneficiaries of the Agreement and upon your acceptance of the terms and conditions of the Agreement, the Mobile Participants will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you; (iii) the license granted to you hereunder is limited to a non-transferable license to use the Service on the particular product authorized by the applicable Mobile Participant that you own or control and as permitted by such Mobile Participant's applicable usage rules; (iv) Mobile Participants have no

obligation whatsoever in connection with the functionality or content of the Service, or to furnish any maintenance or support services with respect to the Service; (v) in the event of any failure of the Service to conform to any applicable warranty, you may be able to notify the applicable Mobile Participant to receive a refund of all or part of the amount you paid for the Service, if any (to the maximum amount permitted by applicable law, Mobile Participants will have no other warranty obligation whatsoever with respect to the Service); (vi) Mobile Participants are not responsible for addressing any claims, losses, liabilities, damages, costs or expenses by you or a third party relating to the Service or your possession, access, visitation and/or use of the Service, including without limitation (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and (vii) in the event of any third party claim that the Service or your possession, access, visitation and/or use of the Service, infringes such third party's intellectual property rights, Mobile Participants are not responsible for the investigation, defense, settlement and/or discharge of such claim.

J. Third Party Content:

The Service may contain hyperlinks to websites operated by parties other than KARGENIE. KARGENIE does not operate the third party service(s) or links and is not responsible for the content or accessibility outside of the KARGENIE website. The Service may also contain content created by third parties, such as customer reviews, where third parties may express their ideas and opinions. KARGENIE and its affiliates do not endorse the accuracy or reliability of any third party content.

K. Disputes and Jurisdiction:

1. The Service is based in the United States. It is not designed, customized or intended for, or directed to, any other country. Those who choose to access, visit and/or use the Service do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. We make no representation, warranty or guarantee that the Service, or any merchandise, products, services, and/or Content available on or through the Service are appropriate, available, or legal in any particular geographic location.

2. In any dispute between us, your sole remedy is to stop using your account/profile and/or the Service. This includes any dispute related to or arising out of: (i) rules, restrictions, limitations, terms and conditions that apply to the Service, whether listed in this User Agreement and Privacy Policy, posted at various points in the Service, or otherwise communicated to you, including our enforcement, non-enforcement, or application of any such rules; (ii) any of our policies and/or practices, including our enforcement, non-enforcement, or application of any such policies and/or practices; (iii) any Content available on or through the Service, or any edits, deletions, additions, or other changes thereto; or (iv) your ability or inability to access, visit and/or use portions of the Service, or the Service as a whole, or features, functionality, and/or Content available on or through the Service.

3. You agree that in the event of any dispute between us, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action. If we have a dispute that we are unable to resolve, you and KARGENIE agree to binding arbitration using the American Arbitration Association or J.A.M.S. You may send a demand for arbitration to either of the following:

American Arbitration Associate (AAA)

www.adr.org

(972) 702-8222

J.A.M.S./Endispute

www.jamsADR.com

(800) 352-5267

The applicable rules of the arbitration forum you select will apply. You are giving up your right to a trial by jury or class action or similar relief. You have all other rights and remedies under applicable law. We will not object if you wish to use small claims court. An arbitration administrator and arbitrator may waive or reduce its fees for financial hardship. If you ask in writing, we will pay all administrator and arbitrator fees up to \$2,500 that the administrator will not waive for any claims you assert in good faith. We will consider in good faith your request to pay all or part of any administrator or arbitrator fees over \$2,500. The arbitration will occur at the closest AAA or J.A.M.S. office to where you live.

You have the right to reject this arbitration agreement, in which event neither you nor we will have the right to require arbitration of any disputes. Rejection of this arbitration agreement will not affect any other aspect of your contract. In order for you to reject this arbitration agreement, we must receive a signed writing ("Rejection Notice") from you within 30 days of the day you enter into the contract, stating that you reject the arbitration agreement. The Rejection Notice must include your name, address and Customer Number and must be mailed to us at: Attn: KARGENIE Legal Department, 4963 Holt Blvd, Montclair, CA 91763 by mail, return receipt requested. Upon receipt of your Rejection Notice, we will refund your postage cost. If you reject this arbitration agreement, that will not constitute a rejection of any other arbitration agreement between you and us.

4. We reserve the right, in addition to our other remedies, to take any technical, legal, and/or other action(s) that we deem necessary and/or appropriate, to prevent or correct violations and enforce the Terms of Use. You acknowledge and agree that we have the right hereunder to an injunction without posting a bond to stop or prevent a breach or violation of your obligations under the Terms of Use.

5. You agree that, regardless of where you access, visit and/or use the Service, all issues concerning the construction, validity, interpretation and enforceability of the Agreement shall be governed and construed in accordance with the laws of the United States, in the particular State where the Service is headquartered, without regard to any principles of conflict of laws. Any disputes that are not arbitrated or otherwise result in court action will be resolved exclusively by a state or federal court located in the U.S. State where the Service is headquartered, and you specifically consent to the personal jurisdiction of such courts and waive any claim of forum non-conveniens. Should there be a conflict between the laws of the U.S. State where the Service is headquartered, and any other laws, the conflict will be resolved in favor of the laws of such U.S. State where the Service is headquartered. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) and shall not include any indirect, punitive, incidental and/or consequential damages.

6. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be invalid or unenforceable, that provision or portion will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the Agreement will continue to be valid and enforceable in full force and effect.

L. General:

1. We reserve the right to post, from time to time, additional rules that apply to certain portions of the Service, or the Service as a whole. Such additional rules will be posted in the relevant portions of the Service, and are hereby incorporated into the Agreement by this reference. Your continued access, visitation and/or use of the Service constitutes your agreement to comply with these additional rules.

2. The rules, restrictions, limitations, terms and conditions that apply to the Service, whether listed in this User Agreement and Privacy Policy, posted at various points in the Service, or otherwise communicated to you, constitutes the Agreement and entire understanding between the parties, and supersedes prior agreements between the parties, whether oral or written, with respect to the subject matter hereof. Unless explicitly stated in writing by us, any new or additional features, functionality, or Content that augment or enhance the Service, including the release of updates, upgrades, new products and/or services, shall be subject to the terms and conditions of the Agreement.

3. Any delay or failure by us to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. No waiver by us shall have effect unless such waiver is set forth in writing, signed by us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

4. We may sub-license, transfer, sell or assign the Agreement, and/or any of our purported obligations hereunder, at any time to any person or entity, with or without notice. You may not sub-license, transfer, sell, or assign the Agreement at any time to any person or entity, and any attempt to do so will be null and void.

V. PRIVACY POLICY

PRIVACY NOTICE /YOUR PRIVACY RIGHTS

If you are a California resident, please see below for more information about your specific privacy rights.

A. Introduction

KARGENIE, its parent and/or subsidiaries ("us," "we," or "our") collects and processes information about you as described in this Privacy Notice ("Notice"). We are committed to protecting the privacy of those with whom we interact. This Notice contains details about how we collect, use, and share personal information that we obtain from and about you when you interact with us via our website(s), email, mobile application(s), and in other online and offline interactions. Please read this Notice carefully.

Applicability: We collect information in several contexts as described below. However, this Notice does not apply to the following information:

1. Information we collect in connection with providing individual consumers with a financial product or service. Such information is subject instead to our Financial Policy Page.
2. Information about our employees, contractors, agents, and job applicants. Such information is subject to a separate privacy notice that we will make available to individuals.
3. Information we collect from individuals with whom we engage in solely business-to-business communications and transactions, such as information about the employees of our business partners and customers.

Changes: We may update this Notice from time-to-time. The current Notice will be effective when posted. Please check this Notice periodically for updates as your continued use after an update will signify your acceptance of the new policy. If any of the changes are unacceptable to you, you should cease interacting with us. When required under applicable law, we will notify you of any changes to this Notice by posting an update on this website.

B. Sources of Personal Information

We collect information about you and how you interact with us in several ways, including:

1. **Information you provide to us directly.** We collect the information you provide to us directly.
2. **Information automatically collected or inferred from your online interaction with us.** We automatically collect technical information about your online interactions with us (such as IP address and browsing preferences).
3. **Information from public sources,** including government entities from which public records are obtained and information you submit in public forums
4. **Information from third parties.** We receive information about you and your interactions with us from third parties, such as credit reporting entities, marketing and advertising providers, social network services, data brokers, and companies that provide or sell lists of potential purchasers.

We may combine information that we receive from the various sources described in this Notice, including third party sources and public sources, and use or disclose it for the purposes identified below.

C. Types of Personal Information We Collect

The types of information that we collect about you ("Personal Information") include:

1. **Identifiers,** such as your name, alias, postal address, country of residence, unique personal identifier, online identifier, internet protocol address, email address, account name, phone number, social media identifiers (e.g., Twitter handle, Instagram name, etc.) social security number, driver's license number, passport number, or other similar identifiers.
2. **Customer records,** such as signatures.
3. **Protected Class and Demographic information,** such as age, race, gender, gender identity, national origin, religion, sex, citizenship, medical condition, military or veteran status, education, or date of birth.
4. **Commercial information and preferences,** including records of personal property, creditworthiness, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
5. **Internet or other electronic network activity information,** such as your browsing history, search history, and information regarding your interactions with us (including interacting with us online, by mobile application, and through advertisements).
6. **Geolocation information,** such as approximate location based on your IP address or precise location with your express consent.
7. **Audio, electronic, visual, thermal, olfactory or similar information,** such as video recordings of our premises, call center recordings, or customer support chat logs.
8. **Professional, employment, or education information,** such as job title, employer, business address and contact information, employment history, other professional information, or education history.
9. **Education information** that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act.
10. **Inferences** drawn from any of the information we collect to create a profile about you reflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

D. How We Use Your Personal Information

We may use each category of your information described above in the following ways:

1. **To enable interactions between you and us,** such as to facilitate online purchases of our products; process shipping and returns; register and administer your account, provide you with and support your interactions with us; diagnose, repair and track service and quality issues; facilitate an order, download, return, or exchange; provide requested product information; communicate with you about your account or our data practices; install and configure changes and updates to programs and technologies related to interactions with us; authenticate those who interact with us; or to respond to your requests, complaints, and inquiries.
2. **For our own internal business purposes,** such as to evaluate or audit the usage and performance of programs and technologies related to interactions with us; evaluate and improve the quality of your interactions with us and programs and technologies related to interactions with us; design new services; process and catalog your responses to surveys or questionnaires (e.g., customer satisfaction reviews); perform internal research for technological development and demonstration; conduct data analysis and testing; maintain proper business records and other relevant records.

3. **For legal, safety, or security reasons**, such as to comply with legal requirements; protect our safety, our property or rights of those who interact with us, or others; and detect, prevent, and respond to security incidents or other malicious, deceptive, fraudulent, or illegal activity.
4. **In a de-identified, anonymized, or aggregated format**. We may convert Personal Information into a de-identified, anonymized, or aggregated format, and use such information for any legal purpose.
5. **For marketing**. We may use your Personal Information to market our products or services or those of third parties, such as our business partners. We may use your Personal Information to invite you to participate in marketing surveys, questionnaires, promotions, events or contests. We may audit aspects of our ad impressions. We may use your Personal Information for short-term transient use, including for contextual ad customization. We may use your Personal Information to enhance our content and to deliver advertisements to you, including commercial emails. For more information about online marketing activity, see Section 6 below.
6. **For any other purposes for which you provide consent**.

E. With Whom We Share Your Personal Information

We may share your Personal Information with the categories of recipients described below:

1. **Affiliates and subsidiaries**: We may share your Personal Information within the KARGENIE, corporate affiliates, business units and other companies that share common ownership for the purposes described above.
2. **Service providers**: We may share your Personal Information with service providers working on our behalf in order to facilitate our interactions with you or request or support our relationship with you, such as hosting service providers, IT providers, operating systems and platforms, internet service providers, analytics companies, and marketing providers (e.g., we may share your email address with our outbound email marketing provider). We may contract with other companies to provide certain services, including identity verification, email distribution, market research, promotions management, and payment processing. We take reasonable efforts to provide these companies with only the information they need to perform services on our behalf.
3. **Third parties necessary to complete a transaction or request**. We may disclose information to third parties to provide you with services or benefits you may request, such as shipping vendors and consumer credit reporting companies. We may also share information with third parties at your direction, such as if you direct us to send or receive information from third parties using Plaid.
4. **Business partners**: We may also provide your Personal Information or provide access to your Personal Information to our business partners who may use it for their own purposes, such as supplemental product providers, including those who offer vehicle accessories, insurance, etc., social network services, and lead generators.
5. **For legal, security and safety purposes**: We may share your Personal Information with third parties such as law enforcement or other government agencies to comply with law or legal requirements; to enforce or apply our Terms of Use and other agreements; and to protect our rights and our property or the safety of our users or third parties.
6. **In connection with a corporate transaction**: We may transfer any information we have about you in connection with a change in corporate control, including but not limited to a merger or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of KARGENIE or as part of a corporate reorganization or stock sale.

We may also de-identify, anonymize, or aggregate Personal Information to share with third parties for any purpose.

F. How We Use Cookies and Automatic Data Collection Tools

We also collect information, via cookies, web beacons, pixels, tags, or other tracking technologies ("Tracking Technologies"), such as your Internet Service Provider and IP address, the date and time you access our website(s), the pages you accessed while visiting our website(s), and the Internet address from which you accessed our website(s). We may place cookies on your device, which may last only during a single session or may be persistent over multiple sessions over time. We use these technologies to remember user preferences, maximize the performance of our website(s) and services, provide you with offers that may be of interest to you, measure the effectiveness of our email and other advertising campaigns, and to personalize online content. These Tracking Technologies may be used to track you across devices and websites over time.

Additionally, we may permit third parties to place Tracking Technologies on our website(s) to allow these third parties to directly collect personal information from you. These third parties may also use Tracking Technologies to serve you advertisements tailored to interests you have shown by browsing on this website and other sites, applications, destinations, and services you have visited, and for other lawful business purposes. In doing so, these third parties may collect your Personal Information, including for example the make, model, settings, specifications (e.g., CPU speed, connection speed, browser type, operating system, device identifier) and geographic location of your computer, mobile or other device, as well as date/time stamp, IP address, pages visited, time of visits, content viewed, ads viewed, the site(s), application(s), destination(s), and/or service(s) you arrived from, and other clickstream data.

To provide you with more relevant and interesting experiences, we may work with third party companies to display ads or customize the content on this website and on other digital properties and websites. For example:

- We use Google Analytics to analyze traffic to our Web site(s) in order to help us understand our customers' and visitors' needs and to continually improve our site for them. The data they collect on our behalf may include, but is not limited to, search engine referral, affiliate referrals, traffic driven by banner ads or other online promotions, how visitors navigate around the site, and the most popular pages. We also collect certain technical information, such as the browser version and operating system. We reserve the right to use, transfer, sell, and share data about our users for any lawful business purpose, such as analyzing usage trends and seeking compatible advertisers, sponsors, clients, and customers. For more information related to our use of Google Analytics, please visit www.google.com/policies/privacy/partners/.
- We use Facebook Pixel and/or related Facebook business tools that may allow third parties, including Facebook, to use cookies, web beacons, and other storage technologies to collect or receive information from our website(s), app(s), and/or elsewhere on the Internet and use that information to provide measurement services and target ads.

These companies may use cookies and similar tracking technologies as described in this Notice to gather information about your visits to our website(s), as well as your visits elsewhere on the Internet. These companies use this information to provide you with more relevant advertising known as interest-based advertising. For more information about third-party advertisers, please visit <http://www.networkadvertising.org/choices/>. This is a site offered by the Network Advertising Initiative ("NAI") that includes information on how consumers can opt-out from receiving interest-based advertising from some or all of NAI's members. The Digital Advertising Alliance ("DAA") also offers a choice mechanism with respect to certain types of data collection and use by third parties available at www.aboutads.info. Opting out of interest-based advertising will not opt you out of all advertising, but rather only interest-based advertising from us or our agents or representatives.

Some browsers have incorporated Do Not Track ("DNT") preferences. Most of these features, when turned on, send signals to the website you are visiting that you do not wish to have information about your online searching and browsing activities collected and used. As there is not yet a common agreement about how to interpret DNT signals, we do not honor DNT signals from website browsers at this time. However, you may refuse or delete cookies. If you refuse or delete cookies, some of our website(s) functionality may be impaired. If you change computers, devices, or browsers, or use multiple computers, devices, or browsers, and delete your cookies, you may need to repeat this process for each computer, device, or browser. Please refer to your browser's Help instructions to learn more about how to manage cookies and the use of other tracking technologies.

G. Security and Retention

We maintain reasonable security procedures and technical and organizational measures to protect your Personal Information against accidental or unlawful destruction, loss, disclosure, alteration, or use. However, because no data transmission is completely secure, and no system of physical or electronic security is impenetrable, we cannot guarantee the security of the information you send to us or the security of our servers, networks or databases, and by using our Service you agree to assume all risk in connection with the information sent to us or collected by us when you access, visit and/or use our Service, including without limitation your personally identifiable information or other Registration Information, and we are not responsible for any loss of such information or the consequences thereof.

H. Children's Privacy

Interactions with us are intended for individuals 16 years of age and older. Our interactions are not directed at, marketed to, nor intended for, children under 16 years of age. We do not knowingly collect any information, including Personal Information, from children under 16 years of age. If you believe that we have inadvertently collected Personal Information from a child under the age of 16, please contact us at the address below and we will use reasonable efforts to delete the child's information from our databases.

I. External Links

When interacting with us you may encounter links to external sites or other online services, including those embedded in third party advertisements or sponsor information, that we do not control. We are not responsible for the privacy practices and data collection policies for such third party services. You should consult the privacy statements of those third party services for details.

J. Terms of Use

The Terms of Use for interactions with us are incorporated by reference into this Notice.

K. Contact Info/Your Choices

If you have questions regarding this Notice, please contact us at:

EMAIL:	optout@kargenie.com
MAIL:	KARGENIE 4963 Holt Blvd, Montclair, CA 91763

	Attention: Legal Department
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Note: Only inquiries involving this Privacy Notice or KARGENIE's collection, use, and/or management of your personal information should be sent to this email and/or mailing address. No other communication will be accepted or addressed.

If you've registered on any part of the Service, please use the mechanism or contact information on the Service that allows you to change or update your member preferences or information, if available, to keep all such data accurate and up-to-date. If no such mechanism or contact information is available on the Service, contact us as described above with your changes.

To opt-out of receiving promotional email messages from us, please click on the "Unsubscribe" link contained at the bottom of each email or by contacting us using the information above.

L. Your California Privacy Rights

This section applies to certain California residents and supplements (but does not replace) the Notice above. This section does not apply to the following information:

- Information about individuals who are not California residents.
- Information we collect in connection with providing individual consumers with a financial product or service. Such information is subject instead to our Financial Policies Page.
- Information about our own employees, contractors, agents, and job applicants. Such information is subject to a separate privacy notice that we will make available to individuals.
- Information we collect from individuals with whom we engage in solely business-to-business communications and transactions, including due diligence transactions, such as information about the employees of our business clients.

Pursuant to the California Consumer Privacy Act of 2018, below is a summary of the personal information we collect from consumers, the parties with whom we may have shared personal information for business purposes in the previous 12 months, and the parties to whom we may have sold personal information in the previous 12 months. We do not knowingly sell the personal information of minors under 16 years of age.

Categories of Personal Information We Collect	Categories of Third Parties With Whom We Disclose Personal Information for a Business Purpose	Categories of Third Parties With Whom We Sell Personal Information
<p><u>Identifiers</u>, such as real name, alias, postal address, unique personal identifier, online identifier, IP address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, technical support, research and analytics providers, etc. ○ Third party social network services ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process ○ Consumer credit reporting companies ○ Companies to whom your data is shared at your direction ○ Supplemental product providers, such as those who offer vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	<ul style="list-style-type: none"> ○ Third party social network services ○ Data analytics providers ○ Consumer credit reporting companies ○ Supplemental product providers, such as those who offer vehicle accessories, insurance, etc. ○ Companies that create or receive sales leads
<p><u>Personal information subject to the California Customer Records Act</u>, such as signatures.</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, 	<ul style="list-style-type: none"> ○ Third party social network services

	<p>technical support, research and analytics providers, etc.</p> <ul style="list-style-type: none"> ○ Third party social network services ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process ○ Consumer credit reporting companies ○ Companies to whom your data is shared at your direction ○ Supplemental product providers, such as vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	<ul style="list-style-type: none"> ○ Data analytics providers ○ Consumer credit reporting companies ○ Supplemental product providers, such as those who offer vehicle accessories, insurance, etc. ○ Companies that create or receive sales leads
<p><u>Characteristics of protected classifications under California or Federal Law</u>, such as age, sex (including gender, gender identity, gender expression), citizenship, religion or creed, marital status, medical condition, pregnancy or childbirth, veteran or military status.</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, technical support, research and analytics providers, etc. ○ Third party social network services ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process ○ Consumer credit reporting companies ○ Companies to whom your data is shared at your direction ○ Supplemental product providers, such as vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	<ul style="list-style-type: none"> ○ Third party social network services ○ Data analytics providers ○ Consumer credit reporting companies ○ Supplemental product providers, such as those who offer vehicle accessories, insurance, etc. ○ Companies that create or receive sales leads
<p><u>Commercial information</u>, including records of personal property, product or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies.</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, technical support, research and analytics providers, etc. ○ Third party social network services ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process 	<ul style="list-style-type: none"> ○ Third party social network services ○ Data analytics providers ○ Consumer credit reporting companies ○ Supplemental product providers, such as those who offer vehicle accessories, insurance, etc. ○ Companies that create or receive sales leads

	<ul style="list-style-type: none"> ○ Consumer credit reporting companies ○ Companies to whom your data is shared at your direction ○ Supplemental product providers, such as vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	
<p><u>Internet or other electronic network activity information</u>, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application or advertisement.</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, technical support, research and analytics providers, etc. ○ Third party social network services ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process ○ Consumer credit reporting companies ○ Companies to whom your data is shared at your direction ○ Supplemental product providers, such as vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	<ul style="list-style-type: none"> ○ Third party social network services ○ Data analytics providers ○ Consumer credit reporting companies ○ Supplemental product providers, such as those who offer vehicle accessories, insurance, etc. ○ Companies that create or receive sales leads
<p><u>Geolocation data</u>, such as approximate location of a device or equipment based on geographical coordinates and measurements, including on company issued devices, company-controlled phones, etc.</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, technical support, research and analytics providers, etc. ○ Third party social network services ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process ○ Consumer credit reporting companies ○ Companies to whom your data is shared at your direction ○ Supplemental product providers, such as vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	<ul style="list-style-type: none"> ○ Third party social network services ○ Data analytics providers ○ Companies that create or receive sales leads
<p><u>Audio, electronic, visual, thermal, olfactory, or similar information</u> such as CCTV footage, call recordings, web</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, 	<ul style="list-style-type: none"> ○ Third party social network

<p>activity recordings, etc.</p>	<p>technical support, research and analytics providers, etc.</p> <ul style="list-style-type: none"> ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process ○ Companies to whom your data is shared at your direction ○ Supplemental product providers, such as vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	<p>services</p> <ul style="list-style-type: none"> ○ Data analytics providers ○ Companies that create or receive sales leads
<p><u>Professional, employment, or education information</u>, such as job title, employer, business address and contact information, employment history, other professional information, or education history.</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, technical support, research and analytics providers, etc. ○ Third party social network services ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process ○ Consumer credit reporting companies ○ Companies to whom your data is shared at your direction ○ Supplemental product providers, such as vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	<ul style="list-style-type: none"> ○ Third party social network services ○ Data analytics providers ○ Consumer credit reporting companies ○ Supplemental product providers, such as those who offer vehicle accessories, insurance, etc. ○ Companies that create or receive sales leads
<p><u>Inferences</u> drawn from any of the information identified above to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.</p>	<ul style="list-style-type: none"> ○ Service providers, such as identity verification services, financial services, technical support, research and analytics providers, etc. ○ Third party social network services ○ Our parents, subsidiaries, and affiliates ○ Marketing and advertising partners or providers ○ Public or law enforcement officials, as well as private parties involved in other legal process ○ Consumer credit reporting companies ○ Companies to whom your data is shared at your direction 	<ul style="list-style-type: none"> ○ Third party social network services ○ Data analytics providers ○ Consumer credit reporting companies ○ Supplemental product providers, such as those who offer vehicle accessories, insurance, etc. ○ Companies that create or receive sales leads

	<ul style="list-style-type: none"> ○ Supplemental product providers, such as vehicle accessories, insurance, etc. ○ Entities involved in a corporate transaction 	
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Collection of the categories of personal information identified above may occur through one or more of the following sources:

- From you, when you engage in certain activities such as: registering and/or setting up an account/profile to access kargenie.com, KARGENIE's mobile application, or related KARGENIE platforms and/or Service(s), and navigating and/or utilizing KARGENIE's website(s), mobile, and/or related Service(s).
- From third party social networking service(s) that you may have accessed, visited, and/or used that may be integrated with or linked to the Service(s).
- From lead generation partners or sources.
- From identity verification partners.
- From entities that sell or share your personal information, including entities registered in California as data brokers.
- From service providers who gather personal information from you or external parties who possess and/or process your personal information, once you grant the requisite right, power, and/or authority to those service providers to act on your behalf and gather and/or provide such data to us.
- Through Local Device Storage (placing and/or storing code or other types of information and/or devices (e.g., "cookies") on your computer, mobile or other device) or Tracking Technologies (web beacons, web bugs, clear gifs, and similar technologies).

The business and/or or commercial purpose(s) for which we collect the data identified above may include one or more of the following:

- Auditing, such as auditing related to a current interaction with you and concurrent transactions, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards;
- Debugging, such as debugging to identify and repair errors that impair existing intended functionality;
- The occurrence of mergers and acquisitions, including in the event KARGENIE undergoes a corporate reorganization such as a merger, acquisition, sale of part or all of its business, or other related event, in which data may be collected, used, or shared for the purpose of negotiating or completing such transactions;
- Performing or improving services, such as maintaining or servicing accounts, providing customer service, providing consumers with requested or personalized content, communicating with you about new features, products, or services, processing or fulfilling orders and transactions, tailoring the services that we offer to your needs; verifying your information, processing payments, providing financing, providing analytic services, or providing similar services on behalf of KARGENIE;
- Quality assurance, including undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by KARGENIE, and to improve, upgrade, or enhance the Service or a device that is owned, manufactured, manufactured for, or controlled by KARGENIE;
- Security, such as detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and/or prosecuting those responsible for that activity;
- Short-term, transient use;
- To communicate, advertise, and/or market KARGENIE's goods, products, and/or services, to show you content and sponsored messaging, to engage in interest-based advertising, to gauge the effectiveness of marketing campaigns, and/or for other marketing or advertising purposes;
- To comply with legal or compliance requirements, such as compliance training, investigating and responding to legal claims, responding to law enforcement requests, or as otherwise required by law;
- To conduct internal research, including undertaking internal research for technological development and/or demonstration and analyzing trends;
- To help diagnose problems with our servers, to gather broad demographic information, track users' movements around the Service, and/or to otherwise administer the Service; and/or

- To track geographic location, usage patterns, broad demographic information, and/or the movements of individual users.

Your Rights

California residents may exercise the following rights, subject to legal limitations and applicable exceptions, via our Privacy Portal.

- **Right to Know.** You have the right to request information about the categories of personal information we have collected about you, the categories of sources from which we collected the personal information, the purposes for collecting the personal information, and the categories of third parties with whom we have shared or sold your personal information (“Categories Report”). You may also request information about the specific pieces of personal information we have collected about you (“Specific Pieces Report”).
- **Right to Delete.** You have the right to request that we delete personal information that we have collected from you.
- **Right to Opt Out.** You have the right to opt out of the sale of your personal information.

In accordance with applicable law, we will not discriminate against you for exercising these rights.

Verification: In order to exercise your rights, we may need to obtain information to locate you in our records, verify that you are a California resident, and/or verify your identity depending on the nature of the request. If you are submitting a request on behalf of a household, we may need to verify each member of the household in the manner set forth in this section.

Please be aware there might be circumstances where we will not honor your request, as permitted under the CCPA. For example, if we are not able to verify your identity and/or that you are a California resident, we may not honor your access, deletion, or opt-out request. We will send a verification email that you must respond to in order for us to proceed with a Right to Delete or Right to Know request as part of the verification process. Additionally, we may not delete your personal information if an exception under the CCPA applies to your deletion request.

For a Specific Pieces Report, we may request data such as your name, email address, home address, and date of birth to verify your identity, along with a signed declaration, under penalty of perjury, that you are who you say you are. We may also request data such as the last four digits of your Social Security Number if you use KARGENIE’s financing services.

For a Categories Report, we may request data such as your name, email address, and home address to verify your identity.

For a Right to Delete request, we may request data such as your name, email address, home address, and date of birth to verify your identity, along with a signed declaration, under penalty of perjury, that you are who you say you are. We may also request the last four digits of your Social Security Number if you use KARGENIE’s financing services.

The verification information you provide must match the information currently associated with your kargenie.com account. We may request alternative information under certain circumstances and will inform you if such information is needed in the verification process.

Timing: We will process a Request to Opt Out within 15 business days. We will respond to Requests to Delete and Requests to Know within 45 calendar days, unless we need more time (in which case we will notify you), and may take up to 90 calendar days in total to respond to your request(s).

California Shine the Light: If you are a California resident, you may opt out of sharing your Personal Information with third parties for the third parties’ direct marketing purposes. Please contact us at optout@kargenie.com if you would like to do so.

If you don’t agree to the terms contained in this User Agreement and Privacy Notice, you must immediately exit the Service.

Last Revised and Effective: 6/24/2021