

TERMS AND CONDITIONS.

Dealership and Executive Tag and Title Services (ETTS) enter into this Account Agreement (this “Agreement”) so that Dealership may receive services and information via ETTS pursuant to the terms and conditions set forth below.

SERVICES OFFERED.

ETTS may grant Dealers online access from its computer terminals to certain online services and databases that are considered Premium Services for a fee of \$495.00 per year .Access is typically available seven (7) days a week, twenty –four (24) hours a day.

CUSTOMER RESPONSIBILITIES.

Dealership shall designate a contact person who is authorized by Dealership to add and remove Users, notify ETTS of any changes, handle billing matters, and receive notices and communications from ETTS relative to this Agreement. The Dealership Contact must notify ETTS whenever any User is removed from the Dealership’s User list immediately.

CONDITIONS FOR USE OF PREMIUM SERVICES.

Protection of Usernames and Passwords: ETTS will assign Usernames and passwords to Dealership’s users. Dealership acknowledges its responsibility and assumption of liability for maintaining and enforcing all necessary security procedures to control access, to preserve the confidentiality of, and to prevent unauthorized use of Usernames and passwords.

Bureau of Motor Vehicle records. - Additional Agreement. This Agreement does not authorize Dealership to access Bureau of Motor Vehicle driver’s license and vehicle registration and title records containing personal identifying information. If Dealership wishes to access such information, Dealership also must complete and submit the **APPLICATION OF ONLINE ACCESS OF BUREAU OF MOTOR VEHICLE RECORDS (DRIVERS PRIVACY PROTECTION ACT AGREEMENT)**.

PAYMENT.

Dealership shall pay an annual, non-refundable amount fee of \$495.00 to access the Premium Services. This fee will be billed annually on the anniversary date of this Agreement, and will not be refunded or pro-rated if this Agreement is terminated or cancelled mid-year.

PROTECTION AGAINST MISUSE; CIVIL AND CRIMINAL PENALTIES.

Dealership covenants that it will take all steps necessary to protect the confidentiality of its Usernames and passwords. Dealership shall immediately inform ETTS whenever the Dealership no longer permits one or more of its users to have access to the Premium Services provided pursuant to this Agreement.

Dealership warrants and represents that it is aware of , and will comply with all applicable federal and state laws and regulation regarding access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through ETTS. Dealership acknowledges, for itself and on behalf of each of its Users that access to the Premium Services is given only for purposes and uses permitted by law. Misuse of the access granted pursuant to this Agreement may result in criminal violations of “Computer Trespass”, “unlawful Access to Store Communications”, “Computer Fraud and Abuse Act” and “Fair Credit Reporting Act”.

Should Dealership or any of its Users obtain access to any social security number not specifically authorized or any Motor Vehicle Records personal information without having entered into a separate agreement for access to such records, or discovers that personal information was or may have been acquired by an unauthorized person, Dealership shall immediately notify ETTS. Dealership shall be responsible for paying the cost of all notices required to be given under federal or state law.

MODIFICATION OR TERMINATION OF SERVICES BY ETTS. ETTS shall be entitled to announce, online or in writing, changes to the network or databases, to the services provided, to prices, or other change, which changes shall constitute modifications to this Agreement once announced. ETTS reserves the right to withdraw any service or services without consulting Dealership prior to withdrawing such service and shall have no liability whatsoever to Dealership in connection with deletion of any such service. ETTS shall have the unilateral right to terminate this Agreement and Dealership’s access to the services for failure to pay for the services, upon learning of unauthorized use or the misuse of access by the Dealership, or for any reason that ETTS, in its sole discretion, determines is a misuse or abuse of the access granted hereunder.

TERM AND TERMINATION BY DEALERSHIP. Conditioned upon Dealership’s compliance with the terms and conditions in this Agreement, and Dealership’s payment of the annual subscription fee, this Agreement shall continue until terminated by ETTS, or cancelled by Dealership upon 30 days written notice to ETTS.

DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. ETTS, the State, its agencies and other governmental entities providing Premium Services information strives for accuracy and completeness of the information furnished. However, Dealership agrees that neither the State nor ETTS make any warranty or representation, express or implied, as to the accuracy or completeness of the information obtained pursuant to this Agreement.

The State and ETTS will not be liable for any claim or demand of any nature or kind whether asserted against the State, ETTS or against Dealership by any third party, arising out of the services provided or pursuant to this Agreement.

Dealership agrees to indemnify and hold the State and ETTS harmless from claims of third parties arising out of the Dealership’s use of the services provided pursuant to this Agreement. The State and ETTS shall not indemnify the Dealership.

ETTS shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.

GENERAL CONDITIONS. This Agreement is not assignable or transferable by Dealership. Any attempted assignment or transfer by Dealership shall be null and of no force or effect.

NOTICES. All payments shall be mailed to ETTS. All notices or communications along with this original agreement signed, shall be mailed to Executive Tag and Title Services, 722 Belvedere Rd., West Palm Beach, FL 33405, faxed to (561) 249-7473 or sent via e-mail to info@executivetags.com

The undersigned certifies that he/she has read this Agreement and has made its contents known to all of its Users and others who will be involved in the use of this Agreement, and this Agreement is the complete and exclusive Agreement between the parties relating to Premium Services. The undersigned represents and warrants that the Dealership authorized the undersigned to sign this Agreement and bind the entity designated as the Dealership.

The undersigned warrants and represents that he/she has been duly authorized by the Dealership to sign this Agreement on behalf of Dealership. The undersigned waives, on behalf of the Dealership, the right to contest the authenticity of my signature and the right to contest the enforceability or admissibility of this yearly Account Agreement on the grounds that it is not an original document.

Printed Name of Dealership

Signature

Date (month, day, year)

Printed Name

Title