

## Volvo Terms of Use

The Volvo 360 website (the "Site") is provided by Volvo Car USA, LLC ("Volvo") through its third party service provider, RMS Automotive, LLC ("RMS Automotive"). These Terms of Use will govern your use of the Site and any Vehicle purchase or other transaction that may take place on or through the Site. As used in these Terms of Use, "you" or "your" refers to you as a user of the Site and your Dealership (as defined below), and "buyer" refers to you and any other purchaser of a vehicle listed on the Site (each, a "Vehicle").

By clicking on the acceptance of these terms when registering or logging into your account on the Site, or by otherwise using or accessing the Site, you are (i) certifying to Volvo Car USA, LLC and RMS Automotive that you are an authorized representative of your dealership ("Dealership"), and that the authorizations and agreements below are being made in your representative capacity for and on behalf of your Dealership; (ii) agreeing that you and your Dealership will be bound by these Terms of Use; and (iii) agreeing that you have reviewed and understand the Volvo 360 Privacy Statement. These Terms of Use are legally binding, with the same legal effect as a signed, written agreement entered into with Volvo Car USA, LLC and RMS Automotive.

1. Vehicle Purchases. Each Vehicle listed on the Site is owned and being offered for sale by Volvo Car USA, LLC (either for its own account, or for the account of a Volvo Car USA, LLC affiliate). Vehicles being sold in a "Buy it Now" format will be sold to the buyer at the price listed on the Site. Vehicles being sold in an auction (bidding environment) will be sold to the highest bidder, unless the Vehicle's designated reserve price has not been met, in which case Volvo Car USA, LLC reserves the right to end the auction and either relist the Vehicle or remove it from the Site entirely. By clicking on the "Buy" or "Bid" or any similar button in any Vehicle listing, you are committing to purchase the listed Vehicle at the designated price in accordance with these Terms of Use. All purchases are final and any issues or disputes involving a Vehicle purchased on the Site will be resolved exclusively through the Volvo Car USA, LLC arbitration process described below. Volvo Car USA, LLC and RMS Automotive reserve the right to void or cancel any Vehicle purchase or other transaction that may take place on or through the Site. In the event that a Vehicle purchase or other transaction is voided or cancelled by Volvo Car USA, LLC or RMS Automotive, you agree to promptly return the applicable Vehicle to the designated auction location and to cooperate with Volvo Car USA, LLC and RMS Automotive in unwinding or cancelling the applicable Vehicle purchase or other transaction.

2. Dealer Account. Once you have registered your account on the Site, you will be issued a unique username and password which you will use to access the Site. RMS Automotive participates in the AuctionACCESS® registration system, and the AuctionACCESS number and other registration information assigned to your Dealership during the AuctionACCESS registration process will be linked to the Dealership's account and used for purchases made by the Dealership and its users on the Site. You are responsible for protecting your username and password and your Dealership is fully responsible for all purchases and other activities that are made or initiated using your account or your username and password (including, without limitation, any purchases or other activities made or initiated by any person that is designated as an "Authorized Representative" or "Authorized User" of the Dealership in

the AuctionACCESS system). The Dealership unconditionally guarantees all purchases and other transactions may or initiated using any Dealership account on the Site.

3. Proxy Bidding. The Site may allow you to place automatic proxy bids, which allows you to specify in advance your "Max Bid" for a particular Vehicle. If you place a proxy bid on the Site, the system will automatically bid on the applicable Vehicle for you in the bidding increments indicated on the listing, up to your specified "Max Bid". Proxy bids are confidential and will not be known to other bidders or to Volvo Car USA, LLC. Sometimes there may be multiple bids for a Vehicle in the same amount. In these cases, priority is given to the highest bid that is placed first, either by regular bid or by proxy bid.

4. Vehicle Condition and History Reports. Vehicles listed on the Site may have been assigned an AutoGrade Condition Score based on the overall condition of the Vehicle, and may also include an AutoCheck and/or Carfax vehicle history report ("VHR"). AutoGrade Condition Scores and VHRs are issued and provided by third parties. Volvo Car USA, LLC and RMS automotive make no representation, warranty or guaranty of any kind or nature regarding the accuracy or completeness of any autograde condition score or VHR. Once you have purchased a vehicle, it is your responsibility to inspect the vehicle and ensure that any missing equipment, undisclosed damage or other issues are acknowledged, and that any necessary arbitration is commenced within the permitted time period.

5. Arbitration Process. Any issues or disputes involving a Vehicle purchased on the Site will be resolved exclusively through the arbitration process established and administered by Volvo Car USA, LLC (with the assistance and support of RMS Automotive). The NAAA Arbitration Policy is used by Volvo Car USA, LLC as a general guideline for vehicle arbitrations, but Volvo Car USA, LLC reserves the right to establish its own arbitration process and policies and to make all arbitration decisions, which shall be final.

6. Payments. Payment for each Vehicle you purchase is due on the date of sale in good funds and must include all applicable fees and other charges displayed on the Vehicle listing page or on the purchase confirmation from us, as applicable. Payments must be made to RMS Automotive or its designated payment facilitator either directly by the registered buyer or through a pre-established direct floor planner acting on such buyer's behalf. Although we reserve the right to make exceptions on a case-by-case basis, we generally will not accept other third-party payments. We may charge a late fee equal to 2% of any amount you owe that we do not receive in full, on time, and otherwise in accordance with these Terms of Use, provided that no late fee will be less than \$5 or more than \$150. Our right to charge a late fee is in addition to, and not in limitation of, any other rights we or our affiliates may have. Payments must be made by ACH, by wire transfer, or by using an approved floor plan line of credit with sufficient availability to cover the full payment amount. You agree that, if any electronic debit or check/draft we (or our designated payment facilitator) present on your bank account is returned unpaid, we may debit your account for a returned item fee in the maximum amount permitted under applicable state law and any payments association rules that govern the transaction. Any returned item fee we impose is in addition to any late fee you incur and any returned item fee your Dealership's bank may impose. We reserve the right to suspend your account or buying privileges on the Site in the event of any returned or rejected payment or electronic debit request, or otherwise in our discretion. We reserve the right to change the forms and types of payments we accept in our sole discretion. Buyers making

payment via a floor plan line of credit that requires manual processing may also be charged an administrative fee of up to \$50 per Vehicle as compensation to RMS Automotive for costs it incurs in processing such payments.

7. Electronic Payment Authorization. If you have elected to pay for Vehicles you purchase on the Site by automated electronic transfer from your Dealership's bank account, RMS Automotive (or its designated payment facilitator) will attempt to debit the amounts owed for each Vehicle from the designated bank account in accordance with such authorization and these Terms of Use. Additionally, you agree that, if you designate a bank account for payment of amounts you owe us, including, but not limited to, by adding a bank account to your online profile, we may use such account information to initiate electronic debit entries to your bank account, including debit entries for amounts you owe us from time to time as such amounts become due, credit entries for amounts we owe you, and debit or credit entries in any amount necessary to correct an error. You understand that, other than account information we routinely make available to you online, we will not provide any notice to you prior to initiating entries and that you are responsible for ensuring that your account balance is sufficient to cover debits for amounts you owe us. You agree that any authorizations we initiate to your bank account must comply with applicable law and applicable payments association rules, including the NACHA Operating Rules. This authorization is in addition to, and does not terminate or alter, any other authorization for electronic payments that we have on file or that you provide us in the future.

8. Transfer of Title. Title to a Vehicle will only pass to the buyer once RMS Automotive (or its designated payment facilitator) has received payment in full, in good funds, and otherwise in accordance with these Terms of Use. We retain a security interest in each such Vehicle in the interim to secure payment.

9. Electronic Dealing Approval. You hereby acknowledge and agree that your use of the Site requires you and us to transact business with each other electronically. You further acknowledge and agree that you are consenting to these Terms of Use both in your individual capacity and in your capacity as an authorized representative for Dealership and that your consent to this document shall be deemed to satisfy all requirements imposed on electronic or digital signatures or consents under applicable federal, provincial, and state law, including, as applicable, the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act"), 15 U.S.C. § 7001(a) et seq., the Ontario Electronic Commerce Act, 2000 SO c. 17, state or provincial electronic transactions or commerce laws, and any other similar laws relating to the validity or enforceability of electronic or digital signatures or consents.

10. Electronic Signatures. You acknowledge and agree that you and we may, from time to time, find it expedient to use electronic signature(s), acknowledgement(s), consent(s), "click-through(s)", or other approval(s), direct or indirect, for access to auctions, bills of sale, receipts, titles, and other documents or disclosures necessary or incidental to the transaction of business on the Site, whether online, in emails, or otherwise, which makes your business with us easier, faster, or more efficient. To that end, you agree that any such forms of approval from you shall be effective and binding upon you, in the same manner as a handwritten signature, where circumstances indicate your intent to be bound and/or we choose to rely on such approval(s). You further acknowledge and agree that we may affix to any printed or electronic copy of such documents, including these Terms of Use, your electronic or digital signature

in the form we choose, which shall for all purposes also be deemed your valid signature and acceptance. Regardless of whether your advance consent or approval was given, or in what form, you agree that you will be deemed to have ratified any transaction with or through us that you do not dispute in writing within 24 hours of confirmation by us.

11. Vehicle Transportation; Risk of Loss. The buyer is responsible for the transportation of any Vehicle purchased on the Site. Purchased vehicles residing on another dealer's lot are to be retrieved within a commercially reasonable time from the date of purchase (the "Vehicle Pick-Up Deadline"). Grounding dealers are required to make vehicles available for pickup Monday through Friday from 9AM to 5PM (local time). The grounding dealer retains responsibility for vehicle security while on property. If a Vehicle is not picked up by the Vehicle Pick-Up Deadline, Volvo Car USA, LLC and/or RMS Automotive reserves the right to (a) cancel the transaction; (b) arrange for the transport and delivery of the Vehicle using a carrier of RMS Automotive's choosing (at the Dealership's expense); (c) suspend the Dealership's account or buying privileges on the Site; and/or (d) assess the Dealership a daily storage fee for the Vehicle, not to exceed \$20.00 per day. Responsibility and risk of loss for a Vehicle will pass to the buyer at the earlier of (i) such time as the buyer or its transport agent or other representative takes possession or control of the Vehicle, or (ii) the Vehicle Pick-Up Deadline. The buyer and its transport agent are responsible and liable for any damages and other liabilities that may arise during or in connection with the transport or delivery of a Vehicle, regardless of whether RMS Automotive may have provided assistance or support in arranging for the transport or delivery of the Vehicle.

Purchasing dealers must provide their transporter the RMS purchase confirmation to present to the grounding dealer in order to pick up the vehicle. Grounding dealers must review the bill of sale prior to releasing a vehicle to the transporter.

12. Dealer Acknowledgments. You acknowledge and agree that RMS Automotive is merely performing a service on behalf of Volvo Car USA, LLC, and that RMS Automotive makes no representation, warranty or guaranty or any kind or nature with respect to any Vehicle (including any odometer reading or any related odometer statement or certification) or any transaction that takes place on or through the Site, or regarding the availability or functionality of the Site (and all such representations, warranties and guaranties are expressly disclaimed by RMS Automotive). You further acknowledge and agree that Volvo Car USA, LLC and RMS Automotive retain the right to cease doing business with you (or any of your agents or representatives) or with any other dealer at any time and for any reason, and may discontinue the Site or your ability to purchase Vehicles or continuing using the Site at any time and for any reason. By purchasing a Vehicle on the Site, you are certifying to Volvo Car USA, LLC and RMS Automotive that the Vehicle is being purchased for resale in the ordinary course of your business, and that you hold all necessary federal, state and provincial, as applicable, sales tax exemption certificates and similar documents required by the governing laws of your jurisdiction. You further acknowledge and agree that you have no right to or interest in any intellectual property rights in the Site or any of its underlying technology. The Site shall not be used in any manner or for any purpose not expressly authorized by these Terms of Use and you further agree not to copy, duplicate, reproduce, modify, translate, reverse engineer, decompile or disassemble the Site or any of its underlying technology or intellectual property.

13. Indemnification; Limitations of Liability. You agree to indemnify and hold harmless Volvo Car USA, LLC, RMS Automotive and their respective affiliates and the shareholders, members, directors, officers, employees and representatives of each of the foregoing, from and against any and all claims, judgments, damages, penalties, losses, expenses (including reasonable legal fees) and other liabilities that arise out of or relate to (a) your use of the Site; (b) any Vehicle purchase or other transaction that you may initiate or be involved with on the Site; (c) any use or subsequent sale of a Vehicle that you have purchased on the Site after you or your transport agent or other representative has taken possession of the Vehicle; or (d) your breach or violation of any of these Terms of Use. UNDER NO CIRCUMSTANCES WILL Volvo Car USA, LLC OR RMS AUTOMOTIVE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES OR OTHER LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SITE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SITE.

14. Updates and Modifications. We may update or modify these Terms of Use from time to time by posting an updated or modified version of the Terms of Use to the Site. It is your responsibility to regularly check and monitor the Site for any updates or modifications to the Terms of Use. By continuing to use or access the Site following the posting of any updates or modifications to the Terms of Use, you agree to be bound by such updates or modifications.

15. Prohibited Uses. You may use the Site for only lawful purposes and in accordance with these Terms of Use. You agree not to (a) use the Site in any manner that could disable, overburden, damage, or impair the Site, or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site; (b) use any automated means or process (including any robot, spider or other automatic device) to monitor, copy collect or index any information contained on the Site and/or to interact with the Site's functionality for any purpose, including, but not limited to, bidding, buying, or setting up accounts; (c) use any device, software or routine that interferes with the proper working of the Site; (d) use the Site to gather email addresses for purposes of spamming; (e) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (f) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; (g) attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or (h) otherwise attempt to interfere with the proper working of the Site. We reserve the right to deny access to the Site, or any service or feature provided thereunder to anyone who violates these Terms of Use or who, in our judgment, interferes with the ability of others to enjoy the Site, or infringes the rights of others.

16. Miscellaneous. These Terms of Use will be governed and construed in accordance with the internal laws of the State of Georgia. Any dispute that you may have against RMS Automotive, Volvo Car USA, LLC or any of their respective affiliates arising from your use of the Site or any transaction that may take place on or through the Site, shall be subject to the exclusive jurisdiction of the federal and state courts located in Fulton County, Georgia. Volvo Car USA, LLC and RMS Automotive are direct beneficiaries of these Terms of Use and shall have the right to enforce these Terms of Use either independently or collectively. These Terms of Use, together with the Volvo 360 Privacy Statement, represent the entire agreement between you and Volvo Car USA, LLC and RMS Automotive regarding the subject matter hereof.