

Dealer Agreement

Agreement: Texas Auto Marketing hereby agrees to provide services to Dealer/Purchaser named on this form, and the Dealer/Purchaser hereby agrees to pay for the services supplied to Dealer/Purchaser under the terms as stated below.

Terms: There is a \$_____ non-refundable set-up fee. The Dealer/Purchaser agrees to pay a service fee of \$_____ per month for Services provided. This agreement shall remain in force for thirty (30) days and shall automatically renew for a like period unless Dealer/Purchaser cancels the agreement or signs a new agreement with Texas Auto Marketing.

Invoicing & Payments: Dealer will be invoiced monthly. Payment is due on receipt of invoice. If not paid in full within Ten (10) Days, Services may be cancelled. If Services are cancelled for non-payment, a \$100 re-set-up fee and a deposit equal to one month's service fee will be required to re-start the services or sign up for new services. Failure to make any or all payments on time will result in collection efforts for which Dealer/Purchaser shall be liable for, but not limited to, reasonable attorney fees and court costs.

Disclosure of Information: We will not disclose personally identifiable information about you or your private communications (i.e., content transmitted on private, non-public lists) to third parties, without your permission, unless we believe such disclosure is reasonably necessary to: (1) comply with the law or legal process; (2) protect or defend our rights or property or that of others; (3) enforce this Agreement; (4) respond to claims that the contents of any communications violate the rights of others; or (5) as otherwise provided in the Agreement. From time to time, we will disclose aggregate user demographic data to third parties. We may access your Lists and related communications for technical processing and to address technical problems or service complaints.

Proprietary Rights: We will not sell, trade, rent, lend or give email addresses that you supply us to anyone else for any purpose, nor will we use the addresses you supply us for any purpose other than supplying the Services to you. It is understood that it is possible that some of the addresses you supply us may already be on lists that we own and that we have the right to mail to such addresses.

Limitations of Liability: UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL TEXAS AUTO MARKETING OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH THE SERVICES, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT WE ARE NOT LIABLE FOR ANY FAILURE TO DELIVER, HOLD OR STORE DATA TRANSMITTED THROUGH THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES FOR ANY REASON, YOUR EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

Dealership Name _____

Billing Address: _____

Contact Name: _____

Phone (____) _____ Fax (____) _____ Email _____

Authorized Signature _____ Date: _____

Texas Auto Marketing 2001 E Loop 820 S Fort Worth, TX 76112 817-451-4600