

## FastPass Terms & Conditions

By entering your name and/or other personal or identifying information and selecting CONTINUE to proceed through the application, you are confirming that you agree with our collection and use of your information.

The DealerPolicy application can help optimize your insurance and financing experience by assisting in any or all of the following (if available through your Dealer or other DealerPolicy-affiliated Partner or website):

- We collect your contact information, information on your credit profile, residence, income, driving record, and other information about you and other household members necessary to obtain finance and insurance quotes from third parties.
- We also use your information for analytical purposes, to improve our product and processes, to satisfy reporting requirements, and for other purposes as disclosed in the [DealerPolicy Privacy Policy](#).
- We keep your information for only as long as legally permitted.

By entering your name and/or other personal or identifying information and selecting CONTINUE to proceed through the application, you are providing consent for us to share your information and confirming your understanding of the information below.

### CONSENT TO SHARE PERSONAL INFORMATION

By entering the requested information, which may include your Date of Birth, Zip Code and/or Cell Phone Number and selecting CONTINUE to proceed through the application, you are confirming that you want to use the DealerPolicy application to apply for credit and/or apply for insurance and/or to facilitate a transaction with the third party that initiated this interaction or facilitated your access to the DealerPolicy application. You understand that, to facilitate any or all of these transactions, DealerPolicy will obtain and may share your personal, income, credit, and other related non-public information with the following:

- Automotive Dealer or other third party that initiated this interaction or facilitated your access to the DealerPolicy application;
- Insurance brokers and carriers who participate in providing quotes;
- Auto loan brokers and lenders who participate in providing quotes;
- Any other third party necessary for DealerPolicy or Dealer to provide you with additional financing or insurance information in connection with this transaction;
- Any third party you authorized to receive any of your information from the DealerPolicy application.

You confirm your understanding that the DealerPolicy application is being used by Winooski, LLC, a licensed insurance agency doing business as DealerPolicy Insurance Agency, in order to provide you with quotes for insurance. In the event you purchase insurance, it will be purchased through DealerPolicy Insurance Agency, not from or through the dealership, dealership personnel, or any third party. You authorize DealerPolicy Insurance Agency to provide to the dealership and/or third party the name of the insurance carrier and the details of the policy that are necessary to complete your automobile transaction (such as the insurance binder required for vehicle financing) or transaction on the third party's application. You acknowledge that DealerPolicy Insurance Agency and/or the insurance companies that it represents may obtain or develop a credit-based insurance score based on

information contained in your credit report or other credit-related report. (Insurance-related inquiries will not lower a customer's credit score or adversely affect a customer's ability to obtain credit.) DealerPolicy Insurance Agency and the insurance companies that it represents may also collect and use information from other sources associated with you and other members of your household, such as driving records, prior claims and accidents, and credit histories to accurately price your insurance policy and subsequent renewals now, and in the future. The information that DealerPolicy Insurance Agency receives from other sources associated with you and other members of your household is provided to you without any warranty of any kind, including that the information is error-free. You indemnify and hold harmless DealerPolicy, its affiliates, and it and their respective employees, agents, officers and directors, permitted successors and assigns and licensors, from and against any and all losses, damages, liability and all other costs, including attorneys' fees, to the extent arising in any way from your use of the DealerPolicy application.

You confirm your understanding there are different liability limits and insurance coverages available to you. You understand that you may contact DealerPolicy Insurance Agency at 802-655-9000 at any point to request increased liability limits or additional insurance coverages.

DealerPolicy does not provide automotive financing. It will, however, provide your credit and other personal information to third party financing sources if you enter the requested information, which may include your Date of Birth, Zip Code and/or Cell Phone Number, and select CONTINUE to proceed through the application. DealerPolicy plays no role in determining credit or other terms offered by third party financing sources.

You are confirming that you understand dealership employees and/or third parties may receive compensation based on your use of the DealerPolicy application and/or on your receiving quotes for insurance and financing. All dealership and third party compensation is in accordance with applicable laws and regulations.

The [DealerPolicy Privacy Policy](#) applies only to DealerPolicy.

#### LIMITATION OF LIABILITY

DEALERPOLICY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DAMAGES OR INJURIES RESULTING FROM YOUR USE OF OUR SITES OR PLATFORMS. THESE INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES OR INJURY CAUSED BY 1) USE OF, OR INABILITY TO USE, THE SITES; 2) USE OF, OR INABILITY TO USE, ANY SITE YOU MAY ACCESS FROM OUR SITES OR PLATFORMS; 3) FAILURE OF PERFORMANCE; 4) ERROR OR OMISSION; 5) INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, OR LINE FAILURE, OR THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA. WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY, OR OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY. FURTHERMORE, EXCEPT AS PROVIDED BELOW, WE ARE NOT LIABLE EVEN IF WE HAVE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BOTH.

IN CERTAIN STATES WHERE THE LAW MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY AND YOU MAY HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES. IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES AND CLAIMS OF ANY KIND, WHETHER

THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT OR THEY ARE CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR ANY OTHER LEGAL THEORY, WILL NOT BE GREATER THAN THE AMOUNT YOU HAVE PAID TO ACCESS OUR SITES AND PLATFORMS.

#### DISCLAIMER

THE MATERIAL ON OUR SITES IS PROVIDED AS IS. DEALERPOLICY AND ITS AFFILIATES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES ABOUT THE MATERIALS IN OUR SITES AND PLATFORMS. THIS INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES THAT 1) THE MATERIAL IS OF ANY PARTICULAR LEVEL OF QUALITY OR IS FIT FOR A PARTICULAR PURPOSE; 2) THAT THE FUNCTIONAL ELEMENTS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE; 3) THAT DEFECTS WILL BE CORRECTED; 4) THAT OUR SITES, PLATFORMS, SERVERS OR ANY E-MAIL SENT BY DEALERPOLICY ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS OR CONDITIONS; OR 4) THAT INFORMATION CONTAINED IN THE SITES IS ACCURATE AS OF ANY PARTICULAR DATE.

J.D. Power Licensed Data: You may access information (the "JDP Data") we have licensed from J.D. Power ("JDP") through our product or service (the "Service"). You agree to the following terms and conditions:

1. JDP grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the JDP Data solely by and through the Service. You acknowledge and agree that the JDP Data is provided under license, and not sold, to you. You do not acquire any ownership interest in the JDP Data, or any other rights thereto. You will not, or permit any third party to, modify, reverse engineer, decompile, disassemble or otherwise use the JDP Data except as provided herein.
2. The JDP Data may not be used separate from or independent of the Service. The use of the JDP Data is limited to users of the Service. The JDP Data is provided "as is" and JDP makes no warranty, express or implied, including regarding the accuracy of JDP Data. IN NO EVENT WILL JDP OR ITS AFFILIATES OR LICENSORS HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF THE JDP DATA FOR SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR DIRECT DAMAGES IN EXCESS OF \$100.
3. JDP is a third-party beneficiary under this Agreement and may enforce its rights directly against you.

#### **CONSENT TO ELECTRONIC COMMUNICATIONS, TEXT MESSAGES AND AUTOMATED**

**COMMUNICATIONS:** By entering your name and/or other personal or identifying information and selecting CONTINUE to proceed through the application, you are electronically confirming that:

- (1) you agree to receive communications from DealerPolicy and DealerPolicy Insurance Agency and our assigns, successors, joint marketers, and servicing agents ("DealerPolicy") electronically (including but not limited to by automated email, automated telephone dialing systems, text message, or artificial or prerecorded voice message systems) at any address, email address, or telephone number (including wireless, landline and VOIP numbers) you provide in connection with the DealerPolicy application;
- (2) you are able to receive emails, telephone calls, and text messages at each email address and phone number you provide to DealerPolicy;
- (3) you consent to DealerPolicy's monitoring and recording of your calls;

- (4) you are responsible for all charges and fees associated with text messaging imposed by your service providers in connection with these communications;
- (5) you consent to having information related to the DealerPolicy application transmitted via email or text message in accordance with the information you provide, and to having that information communicated with any third party who has or obtains access to messages sent electronically or telephonically to such e-mail addresses and telephone numbers, and further agree that DealerPolicy will not be liable for any unauthorized access of such communications; and
- (6) DealerPolicy will NOT be liable to you in connection with this consent for any special, indirect, or consequential damages.

By continuing to use the DealerPolicy applications and platforms, you continue to agree with the Terms that are in effect at the time of your use.

**YOUR ELECTRONIC SIGNATURE:** You acknowledge and agree that when you enter your name and/other personal or identifying information and select CONTINUE to proceed through the application, you are providing your electronic signature and agreeing to all of the terms set forth above.

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