TERMS OF USE

Effective Date: **JANUARY 1, 2013**

1. Introduction

Please read these Terms of Service ("**Terms**") carefully before using the "Services." The "**Services**" means the websites, mobile applications, software, and services controlled, whether partially or otherwise, by FCA US LLC.

These Terms include FCA US's Privacy Statement, which is incorporated by reference into these Terms. When you access the Services through software or mobile applications, these Terms also incorporate the End User License Agreement (EULA) provided with such software or application. Any applicable EULA will supersede these Terms in the event of a conflict. These Terms also incorporate any additional specific terms and conditions applicable to particular goods and services you access or purchase through the Services. We have included several annotations in boxes to help explain or identify key sections. These annotations are for convenience only and have no legal or contractual effect.

> This agreement is a legally binding contract. It may change as our business changes, and you agree you will review it and any updates regularly. **Your continued use of the Services means you accept any changes.**

Binding Agreement. These Terms constitute a binding agreement between you and FCA US LLC and its affiliates, subsidiaries, brands, vendors, and any others engaged by us to provide services ("**FCA US**," "**we**," "**us**") and govern your use of the Services. "**You**" and "**users**" shall mean all visitors to the Services. You represent and agree that you are at least 16 years of age and otherwise able to enter into a valid, binding agreement. You accept these Terms each time you access the Services. If you do not accept these Terms, you must not use the Services.

Revisions to Terms. We may revise these Terms at any time by posting an updated version to this web page. You should visit this page periodically to review the most current Terms, because you are bound by them. No modifications to these Terms shall apply to any dispute between you and FCA US that arose prior to the date of such modification. Your continued use of the Services after a change to these Terms constitutes your binding acceptance of these Terms. If you are dissatisfied with the Services, their content, the Terms or the Privacy Statement, then you agree that your sole and exclusive remedy is to discontinue your use.

The terms "**post**" or "**posting**" as used in these Terms shall mean the act of submitting, uploading, publishing, displaying, or similar action on the Services.

2. Eligibility to Use the Services

United States Residents. The Services are offered for United States residents only. If you are not a United States resident, you should not use the Services.

Children. No part of the Services is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICES.

Agent of a Company, Entity, or Organization. If you are using the Services on behalf of a company, entity, or organization (collectively "**Organization**"), then you represent and warrant that you:

1. are an authorized representative of that Organization;
2. have the authority to bind that Organization to these Terms; and
3. agree to be bound by these Terms on behalf of that Organization.

3. The Services

The Services provide platforms where you can engage with FCA US, participate in our communities, learn about our brands, vehicles, features, dealers, parts and services, and shop online.

> We do not charge you to use the Services, but may charge for aspects or features of the Services that you may access.

Fees. We currently do not charge you to use the Services. Different features and functionality of the Services may have separate fees or charges which may change from time to time.

> You may only connect vehicles you own, lease, or otherwise have legal authorization to connect to your account.

Connecting Your Vehicle to Your Account. You may be able to post information about your vehicles to your Services account. You may connect to your account only vehicles you own, lease, or otherwise have legal authorization to connect.

Vehicle Images. The images we display on the Services may not necessarily represent the configurable options selected or available on a vehicle. Some images may show a professional driver using a vehicle on a closed course. Do not attempt to use the vehicle in the same way.

> Please do not use the Services to send content or messages to individuals without their permission.

Share FCA US Content. You may be able to use the Services to send email or other message with the "FCA US Content" (as defined in Section 9 below) you access on the Services. You acknowledge and agree that you will send email only to individuals who have given you their express permission to be contacted. You agree that you will not send unsolicited marketing messages or broadcasts (i.e., spam) using the Services. If you believe spam originated from the Services, please email us at dprivacy@fcagroup.com.

Mopar Value Protection Plans (formerly Chrysler Group LLC Service Contracts). The Services may provide information related to Mopar Value Protection Plans, including an outline of the coverage, benefits, and exclusions. Your protection plan contains the complete description of coverage details, and the information available on the Services is informational only. Repairs to a vehicle made prior to the purchase of a protection plan are not covered by the protection plan. All transactions relating to protection plans are governed solely by the provisions of such plans.

> We may host events and promotions with specific rules and regulations and you agree to them when you participate in such events and promotions.

Events and Promotions. We and third parties on our behalf may run promotions, including sweepstakes and contests, using third-party service providers such as Facebook. The specific rules and regulations governing promotions will vary, and your participation constitutes your agreement to abide by those rules and regulations.

4. Purchasing Products and Services on the Services

> We may allow you to purchase products and services using the Services. We may change the product and service specifications, availability, or prices at any time.
>
> You are obligated to pay your own sales tax and service charges, and you must pay your own payment processing fees.

Products' and Services' Descriptions and Specifications. FCA US attempts to be as accurate as possible when describing its products and services. However, FCA US does not warrant that product or service descriptions or specifications are accurate, complete, reliable, current, or error-free. If a product or service we offer through the Services does not match its description, your sole remedies are to stop using the Services and to return the product in unused condition. All descriptions and specifications are subject to change at any time without notice.

Pricing. The list prices displayed for products and services on the Services represent the full retail prices, excluding taxes and applicable fees, and are subject to change at any time without notice. Despite our best efforts, list prices may be incorrect. If a product or service's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Vehicle Pricing. Vehicle pricing is an estimate for reference purposes only, and is not an offer to sell FCA US vehicles. "MSRP" excludes destination, taxes, title, and registration fees. "Starting at" price refers to the base vehicle model, optional equipment not included. Optional equipment is not included in vehicle pricing unless specifically indicated. A more expensive vehicle model may be shown in images next to prices on the Services. Dealers set the actual transaction price. To obtain full pricing details, see your dealer. Pricing, discounts, incentives, and offers may change at any time without notification.

Payment for Subscriptions and Services. You may be able to subscribe to services on the Services. Additional terms and conditions may apply and subscription fees may be due in advance and change at any time. If you set up an auto-payment account with us for your subscription, we will automatically charge it to pay for your subscription. We will continue to charge the payment account you provided (or you must continue to make manual payments) to pay for the subscription until your service ends or you choose a different payment account. Once you place your payment account on file with us, we may receive automatic updates of that account information from the financial institution to keep our information current. If you do not create an auto-payment account, you must provide us with payment manually in advance for your subscriptions. If you fail to pay in advance, we may terminate or suspend your subscription services.

Parts and Accessories Purchases. Parts and accessories (collectively defined as "Parts") purchased through the Services are intended solely for use in or affixing to the motor vehicles for which such Parts are designed by their manufacturer, in accordance with the instructions and directions of the relevant motor vehicle's owners' and repair manuals. If you purchase any Part through the

Services to use for any other purpose or to misuse such Part in any way, we assume no responsibility and you agree to indemnify us as stated in the Disclaimer of Warranties and Limitations of Liability and Indemnification in Section 14 below.

Taxes and Fees. You are responsible for determining and paying the appropriate government taxes, fees, and service charges resulting from a transaction occurring through the Services. FCA US is not responsible for collecting, reporting, paying, or remitting to you any such taxes, fees, or service charges.

Fees Charged by Third-Party Payment Processors. The Services use third parties to process payments. Use of such third-party payment services is subject to their terms and conditions of use. Those third parties may charge fees to process payments, and FCA US is not responsible for any fees charged by them. FCA US disclaims all liability with regards to any fees or problems you have with third-party payment processors.

United States Dollars. All monetary transactions on the Services take place in U.S. dollars.

Availability. Availability of a product or service may change without notice.

Accepting an Order. We (through our vendors or suppliers) may limit the acceptance of orders to particular jurisdictions and as permitted by applicable law. While we try to confirm orders by email, your receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. The shipment of the products shall be the sole evidence of our acceptance of your order. We reserve the right, without prior notice, to limit the order quantity of any product or service and to refuse service to you. We also may verify information before we accept or ship any order.

Shipping. When you place an order through the Services, the products will be shipped to the address you designated. Risk of loss and title for products purchased from the Services pass to you upon delivery of the products to the carrier. You are responsible for filing any claims with carriers for damaged or lost shipments.

Return Policy. The return policy may differ depending on the type of product or service you purchase and the source of your purchase. Please refer to the return policy available as part of your purchase.

5. Other Services Available From the Services

The Services may provide access to co-branded, third-party websites and services and other websites or services that have additional legal terms and conditions (" Other Services").

The Services may enable access to Other Services. Use of the Other Services may require that you accept additional or different terms of service. Where these Terms conflict with those terms of service, those terms of service control. You agree to use the Other Services subject to any additional terms and conditions.

Third-Party Functionality. The Services may allow you to use third-party content and functionality, such as Facebook's "like" or Twitter's "tweet" functions. You use such content or functionality subject to such third parties' terms and conditions.

Third-Party Websites. The Services may include links to third-party websites and applications. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them.

6. Privacy and Data Use

Read our Privacy Statement to learn about our data practices.

By subscribing to some of the services accessible from the Services, you consent to our collection of information from your vehicle, including its location.

Privacy. Use of the Services is governed by our Privacy Statement, which can be found here: Privacy Statement. Please read the Privacy Statement carefully to learn about how we collect, use, and disclose information about you, including information about your location that can be used or accessed by third parties.

Consent to Use of Data. You agree that FCA US may collect and use technical data and related information, including, but not limited to, information about your mobile device that is gathered periodically to facilitate the provision of the services, software updates, and product support and development. We may also collect vehicle data when you subscribe to certain services.

Location Information. You acknowledge and agree that the Services may display location-related information collected from your mobile device when you use the Services and your vehicle when you subscribe to Other Services. You also acknowledge and agree that the Services may link such location-related information to other information that you provide to the Services, or that may be collected through your use of the Services or Other Services. Neither FCA US, nor any of our content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data we collect or display. FCA US may use and disclose this and other information you provide for a variety of purposes as set forth in our Privacy Statement.

7. Communications

FCA US may communicate with you for customer-service, informational, and marketing purposes. You may opt out of receiving some communications.

We may send you text messages, with your permission.

Customer-Service, Informational, and Marketing Communications. You agree to receive email from us at the email address you provided to us for customer service related to the Services. We may send you email communications when you have opted to receive them. We may also send you special offers based on your selected interests. You may opt not to receive such promotional emails from us at any time by clicking on the unsubscribe link in each email or by changing your user preferences.

Text Messages from the Services. By providing FCA US your mobile telephone number and requesting that we communicate information to you by text message, you consent to receive commercial text messages at that number as requested. We do not charge a fee for text messages; however, standard messaging, data, and other fees may be charged by your wireless service carrier. You are responsible for these charges. You may turn off or unsubscribe from these messages by texting STOP in reply to text messages from the Services. You may also be able to change your text message preferences using the Services.

We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. FCA US is not responsible for the timeliness or final delivery of the message, as this is out of our control and is the responsibility of the cellular telephone operator or other networks.

Notices. FCA US may provide you with notices by electronic mail, regular mail, notifications, or postings through the Services. You are obligated to provide FCA US with a valid e-mail address for so long as you continue to use the Services.

8. Your Account

You are responsible for your log-in credentials and for keeping your information accurate.

You are responsible for any activity resulting from the use of your log-in credentials on the Services.

You may be able to register to use certain areas of the Services. You represent and warrant that the information you provide to FCA US upon registration and at all other times will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times.

Your Log-In Credentials. As a registered user, you will have log-in information, including a username and password. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you should take care to preserve the confidentiality of your username and password, and any device that you use to access the Services.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify FCA US by e-mail to dprivacy@fcagroup.com. You will be solely responsible for the losses incurred by FCA US and others due to any unauthorized use of your account.

9. FCA US's Content Ownership and Use

FCA US and our licensors own all of the content on the Services, but you may use it while you use the Services. You cannot use our logo without our written permission.

The contents of the Services include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, components licensed to FCA US by third parties, and other FCA US content (collectively, "**FCA US Content**"). All FCA US Content and the compilation (meaning the collection, arrangement, and assembly) of all FCA US Content are the property of FCA US or its licensors and are protected under copyright, trademark, and other laws in the United States and other countries.

License to You. We authorize you, subject to these Terms, to access and use the Services and the FCA US Content solely for the personal, non-commercial use of FCA US's services, at our discretion. We also grant you a non-exclusive, non-transferable, non-sublicensable, limited license to install and use any software applications and upgrades provided by FCA US solely for your personal, non-commercial use on devices that you own or control as permitted by these Terms. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the FCA US Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original FCA US Content on any copy you make of the FCA US Content.

FCA US Marks. "FCA US," the FCA US logo, and other FCA US brand logos and product and service names are or may be trademarks of FCA US (the "**FCA US Marks**"). You are not granted a license with respect to any FCA US Marks other than the limited license above. Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the FCA US Marks.

Your rights under this license will terminate automatically without notice from FCA US if you fail to comply with these Terms. Upon termination of the license, you shall cease all use of the Services, including any software, and immediately destroy any downloaded or printed materials.

10. User Content and Intellectual Property Rights

> You, or the people who allow you to use their content, own all of the content you post using the Services. However, we may use it for any purpose, including in our marketing materials. We may also modify your content to make it work better on the Services.
>
> It is very important that you have permission to use other people's content or they may be able to sue you for violating their legal rights.

FCA US Claims No Ownership. The Services may provide you with the ability to create, post, or share content ("**Your User Content**"). You or a third-party licensor, as appropriate, retain all intellectual property rights to Your User Content. You are responsible for protecting those rights.

FCA US's Use of Your User Content. By posting Your User Content on or through the Services, you grant FCA US a world-wide, non-exclusive, perpetual, royalty-free license to use, modify, remove, publish, transmit, or display Your User Content for any purpose, without compensation to you, including for the purposes of promoting FCA US and our products and services and to sublicense its use off the Services.

You waive any rights you may have regarding Your User Content being altered or manipulated in any way that may be objectionable to you. We reserve the right to refuse to accept, post, display, or transmit any of Your User Content in our sole discretion. FCA US cannot control how third parties who may have received Your User Content may continue their use of Your User Content.

Advertisements with Your User Content. The Services may display advertisements and other information adjacent to or included with Your User Content. You are not entitled to any compensation for such advertisements.

You Acquire No Ownership of Others' Content. You understand and agree that you will not obtain, through use of the Services, any right, title, or interest (including intellectual property rights) in content delivered via the Services.

Re-posting User Content. You agree that users of the Services may view and redistribute Your User Content without compensation to you. Other users may be able to add their own content before or after Your User Content. Such users do not obtain any rights to Your User Content, and you are responsible for protecting those rights.

User-Posted Vehicle Images. Images posted on the Services may show vehicles being used in ways we do not recommend and you should not attempt. Always use vehicles as they are meant to be used and follow applicable driving laws and regulations and vehicle operating manuals. Some images may show a professional driver using a vehicle on a closed course. Do not attempt to use the vehicle in the same way.

You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own, or have the right to grant the license set forth in these Terms, the content you post on or through the Services, (ii) the posting of Your User Content on or through the Services does not violate any rights, including intellectual property or contractual rights, of any person or entity, and (iii) Your User Content is non-confidential and non-proprietary. You agree to pay all monies owing to any person as a result of posting Your User Content on the Services.

The Services may contain content from users and other FCA US licensors. Except as provided within these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Services.

11. Copyright Policy

> Tell us if you think a user has violated your copyright using the Services, or if you think someone incorrectly reported that you violated his or her copyright.

We respect the intellectual property rights of others. Materials may be posted and made available on the Services by third parties not within our control. It is our policy not to permit materials known by us to be infringing to remain on the Website and to terminate the accounts of third parties who repeatedly infringe the copyrights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law.

If you believe in good faith that materials posted on the Services infringe your copyright, you (or your agent) may send us a "Notification of Claimed Infringement" requesting that the material be removed, or access to it blocked. The notice must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;
2. Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works located on the Services are covered by a single notification, a representative list of such works);
3. Identification of the specific material alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Services;
4. Your name, address, telephone number, and email address (if available);
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. 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.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Consult your legal advisor and see 17 U.S.C. § 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright/ for details. Notices and counter-notices with respect to the Services should be sent to:

FCA US US LLC
Office of the General Counsel
Copyright Department
1000 Chrysler Drive
CIMS 485-13-32
Auburn Hills, MI 48326
mailto:copyrights@fcagroup.com

12. User Content Disclaimers, Limitations, and Prohibitions

We do not endorse, represent, or guarantee the truthfulness, accuracy, or reliability of content, posted by users ("**User Content**") or third parties. You accept that any reliance on material posted by third parties or third-party service providers will be at your own risk. By using the Services you accept the risk that you might be exposed to User Content that is offensive, indecent, objectionable, or otherwise inappropriate.

If you post User Content in any public area of the Services, you also permit any user to access, display, view, store, and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content posted on the Services retains any and all rights that may exist in such User Content.

A. Prohibited Services Uses

> Do not do bad things with the Services, try to break it, or take our work.

You agree to use the Services only for its intended purpose. You must use the Services in compliance with all privacy, data protection, intellectual property, and other applicable laws.

You are solely responsible for Your User Content on the Services. You assume all risks associated with Your User Content, including anyone's reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example, Your User Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

You may not:

1. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Services, user accounts, or the technology and equipment supporting the Services including scraping or any other automated means;
2. frame or link to the Services without permission;
3. use data mining, robots, or other data gathering devices on or through the Services;
4. use the Services in any manner that would otherwise inhibit or impair your ability to operate a motor vehicle;
5. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
6. disclose personal information about another person, harass or abuse another person, or post objectionable material, at our discretion;
7. post links, advertisements, or other content from competitors' websites;
8. post repetitious marketing or irrelevant information (SPAM);
9. use the Services in an illegal way or to commit an illegal act in relation to the Services or in a way that otherwise results in fines, penalties, and other liability to FCA US or others; or
10. access the Services from a jurisdiction where it is illegal, unauthorized, or penalized.

B. U.S. Export Controls

> Do not use or export any software to locations where you are not allowed by U.S. law.

To the extent the Services contain software, you may not use or otherwise export or re-export software from the Services except as authorized by United States law and the laws of the jurisdiction in which the software was obtained. In particular, but without limitation, the software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services for any purposes prohibited by United States law.

13. Consequences of Violating These Terms

> If you do not act acceptably, we may refuse to provide the Services to you.

We reserve the right to suspend or terminate your account; review, refuse, and remove Your User Content from the Services; and prevent access to the Services for any reason, at our discretion. We reserve the right to refuse to provide the Services to you in the future. You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Services.

14. FCA US's Liability

> We are not liable for anything our users do when using the Services. We may also change the Services at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Services or other websites.

Changes to the Services. We may change, suspend, or discontinue any aspect of the Services at any time, including hours of operation or availability of the Services or any feature, without notice or liability.

Disputes with Third Parties. We are not responsible for any disputes or disagreements between you and any third party with which you interact using the Services, such as dealers. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release FCA US of all claims, demands, and damages in disputes among users of the Services. You also agree not to involve us in such disputes. Use caution and common sense when using the Services.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Services. Similarly, we make no representations about the accuracy, reliability, completeness, or timeliness of any data from third-party service providers or the quality or nature of third-party products or services obtained through the Services. Use the Services at your own risk.

Released Parties Defined. "**Released Parties**" include FCA US and its affiliates, officers, employees, agents, partners, agencies, and licensors.

A. DISCLAIMER OF WARRANTIES

> You use the Services at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SERVICES WILL MEET YOUR EXPECTATIONS, (iv) THE SERVICES DOES NOT INFRINGE ON THIRD PARTY RIGHTS, AND (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; (C) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FCA US OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY; AND (D) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL PRODUCTS AND SERVICES PURCHASED OR OBTAINED ON OR

THROUGH THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

> We are not liable for anything that happens to you that somehow may be connected to your use of the Services. If you use the Services in a way that causes us to be included in litigation, you agree to pay all of our legal fees and costs.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FCA US HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICES; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; (vi) THE FAILURE OF WIRELESS SERVICE PROVIDERS IN PERFORMING SERVICES FOR FCA US; (vii) THE MISUSE OF ANY PART PURCHASED THROUGH THE SERVICES; OR (viii) ANY OTHER MATTER RELATING TO THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR PERSONAL INJURY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR YOUR USE OF FCA US CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED $50. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any FCA US Content, or (iii) your breach of these Terms. We shall provide notice to you promptly of any such claim, suit, or proceeding. FCA US reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent from FCA US. FCA US will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

15. Suggestions and Submissions

> We appreciate your comments, but if you send us creative ideas, we can use them without compensating you.

We appreciate hearing from our users and welcome your comments regarding the Services. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials ("**creative ideas**"), we shall:

1. own, exclusively, all now known or later discovered rights to the creative ideas;
2. not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any creative ideas; and
3. be entitled to unrestricted use of the creative ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

16. General Terms

These Terms constitute the entire agreement between you and FCA US concerning your use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by FCA US without restriction. Any assignment attempted to be made by you in violation of these Terms shall be void. You agree that no joint venture, partnership, employment or agency relationship exists between you and FCA US as a result of these Terms or use of the FCA US Service. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

17. Arbitration, Class Waiver, and Waiver of Jury Trial

We are located in Michigan, so all disputes must be resolved there. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Services.

These Terms and the relationship between you and FCA US shall be governed by the laws of the state of Michigan without regard to its conflict of law provisions. Your use of the Services may also be subject to other local, state, national, or international laws. You and FCA US agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Services under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Detroit, Michigan. You covenant not to sue FCA US in any other forum.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Services or this Agreement:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

Contact Information

FCA US US LLC
Attn: Data Protection Office
1000 Chrysler Drive
CIMS 485-02-12

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