

Administrative Offices:
 Dealer Loyalty Protection, Inc.
 PO BOX 457
 Mahwah, NJ 07430
 (888) 361-9611
 www.dealerloyaltyprotection.com



Membership Number

Smart Risk ID with **IDENTITYMAXX**

DECLARATIONS PAGE:

| | | | | | |
|-------------------------------------|------------------------|--------------------------------------|---------------------------------|---|------------|
| Vehicle Information: | | | | | |
| Year: | Make: | Model: | Vehicle Identification Number: | <input type="checkbox"/> New <input type="checkbox"/> Pre-Owned | |
| Purchase Date: | Miles at Time of Sale: | Vehicle Purchase Price: | Amount Financed / Net Cap Cost: | | |
| Purchaser Information: | | | | | |
| Last Name: | | First Name: | Middle Initial: | E- Mail Address: | |
| Address: | | City: | State: | Zip: | Telephone: |
| Seller Information: | | | | | |
| Seller or Dealer Name: | | | | Telephone: | |
| Address: | | City: | State: | Zip Code: | |
| Lienholder: | | | | | |
| Lienholder Name: | | | | Telephone: | |
| Address: | | City: | State: | Zip Code: | |
| Membership Information: | | | | | |
| Membership Cost: \$ | | Monthly Loan or Lease Payment: \$ | | Loan or Lease Term in Months: | |
| Membership Term in Months: (Max 84) | | Membership Effective Date: | | Membership Expiration Date: | |

Acceptance of Terms, Conditions and Coverage

YOU ARE NOT REQUIRED TO ENTER INTO THIS MEMBERSHIP IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR the Vehicle listed above. **You** should read this **Membership** carefully. It contains the entire **Membership** between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Membership**. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. **You** acknowledge **Your** understanding of and agree to the **Dispute Resolution/Arbitration Agreement and Class Action Waiver** section in this **Membership**. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This **Membership** is based on information **You** provided to **Us** in this **Declarations Page**.

Member Signature

Effective Date

Dealer Representative Signature

I. DEFINITIONS

Actual Cash Value/Value: The value of **Your Vehicle** at the time of a claim determined by the **Administrator** using an electronically recognized guide.

Administrator: ("We" or "Us" or "Our"): **Dealer Loyalty Protection, Inc. (DLP)**, PO BOX 457 Mahwah, NJ 07430 (888) 361-9611 www.dealerloyaltyprotection.com

Additional Benefits: This refers to benefits listed in section III of this **Agreement**.

Authorized Partner: A DLP contracted third-party relationship that through an online or mobile application places a **Fair Market Value** on **Your Vehicle**.

This **Fair Market Value** will be used as a guide in determining the **Negative Equity** of **Your Vehicle** should **You** have a **Qualifying Event**.

Membership Term/Term of Coverage – Represents the number of Months (indicated on the **Declarations Page**) the **Membership** is in force provided the appropriate fee is paid and received by **Us**. If no **Term** is indicated, this **Membership** shall have a one (1) year **Term**.

Commercial Vehicle: Vehicles which are used in connection with providing services or carrying goods or passengers. This includes, without limitation, a **Vehicle** used as a taxi, Uber, Lyft or similar services, for livery, for delivery services, or for hire where compensation is provided for the service(s). **Commercial Vehicles** are not eligible for Coverage under this **Membership**.

Dealer: The authorized Retail Dealership or Seller providing or selling **You** this **Membership** for the **Vehicle** described on the **Declarations Page** under **Seller Information**.

Deductible: This **Membership** has a \$0 deductible.

Effective Date: The date coverage under this **Membership** begins as shown under the **Membership Effective Date** on the **Declarations Page**.

Exclusion Period: The first ninety (90) days after the **Membership Effective Date** on the **Declarations Page**.

Fair Market Value: The value of **Your Vehicle** at the time **You** have a **Qualifying Event**.

Financing Contract/Loan/Lease (Financing Contract): The contract which represents the **Financing Contract** between **You** and the **Lienholder** for the purchase or lease of the **Vehicle** and which sets forth the terms, conditions, inception date and expiration date of the **Financing Contract**.

Full Time Basis: Working thirty (30) hours or more a week with the same employer.

Involuntary Loss of Employment Date: The date of **Your** actual termination from **Your** employer.

Lienholder (Lender): the financial institution **You** are required to repay for the purchase of **Your Vehicle**.

Loan Balance: The amount **You** owe the **Lienholder**. This amount may not include any refundable prepaid taxes or fees; or any other proceeds **You** may duly recover by canceling insurance coverages, service contracts, warranties; disposition fees, termination fees, penalty fees, or other items added to the initial **Financing Contract** balance after the inception of the **Financing Contract**.

Loan or Lease Payment: **Your** regularly scheduled monthly **Loan or Lease Payment**, indicated in the loan or lease documents. **Loan or Lease Payment** does not include any late charges, penalties or fees.

Member ("You" or "Your") – means the person shown in the **Declarations Page** under **Purchaser Information**.

Membership Agreement (Membership): This **Membership** is a contract between **You** and the **Administrator**.

Monthly Loan/Lease Payment: The monthly payment as indicated in **Your Financing Contract** and on the **Declarations Page** of this **Membership** that **You** are required to make to **Your Lienholder** towards the financed or leased amount.

Negative Equity: The difference between the **Loan Balance** and the **Actual Cash Value** of **Your Vehicle** at time of a claim.

Participating Dealer: **Dealer Loyalty Protection, Inc.** and Dealers or Sellers who offer the **Dealer Loyalty Protection Membership Program**.

Seller: The person, location or entity who sold **You** this **Membership**.

Qualifying Event: **International Employment Transfer**, **Involuntary Loss of Employment**, **Loss of State Issued Driver's License**, **Self-Employment Bankruptcy**, **Military Overseas Duty Station Transfer** (excludes deployment), and **Stolen Automobile Reward**.

Vehicle or Covered Vehicle: The **Vehicle** shown on the **Declarations Page** under **Vehicle Information**.

II. COVERAGE

Coverage – If during the **Membership Term**, **You** experience a **Qualifying Event**, **We** agree to provide you one of the following benefits at Dealer Loyalty Protection Participating Dealer, Lender, or Authorized Partner.

1. During the term of your **Loan or Lease** a reimbursement equal to three (3) scheduled **Monthly Loan or Lease Payments** due prior to a **Qualifying Event**; or
2. Upon the sale of the **Vehicle** to a **Dealer Loyalty Protection Participating Dealer** or **Authorized Partner**, a credit equal to the **Negative Equity** up to a maximum of ten thousand dollars (\$10,000).
3. Only one **Qualifying Event** will be paid during the **Membership Term**.
4. **Membership** automatically terminates upon payment of:
 - a. Three (3) **Payments** equal to the amount listed on the **Declarations Page** of this **Membership**;
 - b. **Negative Equity** after **Fair Market Value** is determined;
 - c. **Stolen Automobile Reward** claim; or
 - d. Use of any of the **Additional Benefits** listed in Section III of this **Membership** except for **Ride Share Reimbursement**.

Qualifying Event Benefits:

- 1) **International Employment Transfer:** **You** experience an **International Employment Transfer** if, as a part of **Your Full-Time** employment, **You** are transferred outside the United States for a period of not less than twenty-four (24) consecutive months. To be entitled to a benefit under this section, **You** must have been continuously employed on a Full-Time basis for the ninety (90) day period before **You** received notice of an **International Employment Transfer**. Military Personnel that receive a (PCS) Permanent Change of Station must not have had written or verbal notice of the transfer prior to or within the ninety (90) day period following the **Effective Date**.
- 2) **Involuntary Loss of Employment:** The total loss of salary or wages as a result of **Involuntary Loss of Employment**. **You** are eligible if **You** are working on a **Full Time Basis**, at least thirty (30) hours per week, prior to **Your Involuntary Loss of Employment Date**. **Your Involuntary Loss of Employment Date** and **Your** commencement of **Involuntary Loss of Employment** must occur before the Expiration Date. **Your** period of **Involuntary Loss of Employment** must continue without interruption. **You** must make a claim within sixty (60) days of **Your Involuntary Loss of Employment Date**. **Your Vehicle** must be an **Eligible Vehicle**. **You** must have made at least three (3) **Loan or Lease Payments** and must be current on all **Loan Payments** prior to the **Involuntary Loss of Employment Date**. If you are currently late or behind in payments over thirty (30) days you can-not make a claim for a **Qualifying Event Benefit**. If **Your Loan or Lease Payment** includes a final payment (whether referred to as a balloon payment or another term) which is greater than the regularly scheduled monthly payment the final payment will be equal to the regularly scheduled payment listed in the **Declarations Page** of this Agreement.
- 3) **Self-Employment Bankruptcy:** **You** experience Self-Employed Personal Bankruptcy if **You** file for personal bankruptcy AND are an individual owning and operating a business or professional practice, alone or in partnership with one or more persons. To be entitled to a benefit, **You** must have been self-employed for the twelve (12) month period preceding the filing of bankruptcy and the twelve (12) month period preceding the purchase of the **Vehicle** and the bankruptcy must not have been dismissed within sixty (60) days of the date it was filed.

- 4) **Loss of State Issued Driver's License:** If **Your** State Issued Driver's License is revoked due to a Medical Impairment for a term exceeding 180 days **You** are eligible for a benefit. **You** must make a claim within sixty (60) days from the date **You** are notified by the State issuing authority. Medical impairments that are deemed a criminal activity or a misdemeanor, with or without a conviction is not eligible for a benefit under this Membership.
- 5) **Military Overseas Change of Duty Station:** If **You** are Active Duty US Army, US Marine Corps, US Navy, US Air Force or US Coast Guard and receive orders ninety (90) days after the effective date of this **Membership** directing **You** to permanently change **Your** Duty Station for a term exceeding one hundred eighty (180) days **You** will qualify for coverage. Military Deployment is NOT considered a **Qualifying Event**.
- 6) **Stolen Automobile Reward:** A reward of two thousand five hundred dollars (\$2,500.00) to any person giving information to law enforcement officials that directly leads to the arrest and conviction of anyone stealing **Your Vehicle**.

III. ADDITIONAL BENEFITS

- 1) **Identity Theft Recovery/Restoration:** Using a "Limited Power of Attorney", a Recovery Advocate will work to restore your identity as close as possible to Pre-Theft status. **Claims- (888)793-1780 (24/7/365).**
- 2) **Emergency Ambulance Expense:** **You** will be reimbursed up to a maximum of six hundred fifty dollars (\$650.00) for transportation by an emergency medical transportation vehicle, to a medical facility from the scene of an accident in which **You** were injured while operating the **Vehicle** listed in the **Declaration Page** of this **Membership**.
- 3) **Emergency Travel Expense:** If **You** are more than two hundred (200) miles from **Your** home address listed on the Declaration Page of this **Membership** and **Your Vehicle** is inoperable, **You** are entitled to request reimbursement up to two hundred dollars (\$200.00) in actual expenses incurred to continue **Your** journey. Covered **Emergency Travel Expense** incurred include car rental or commercial transportation and room and board while **You** are waiting on repairs to **Your Vehicle**.
- 4) **Ride Share Reimbursement:** If **You** experience a **Qualifying Event** and return **Your Vehicle** to a **Participating Dealer**, **We** will reimburse **You** one (1) Ride Share use to attend either a Job Fair, Employment Interview or Employment Education Class. This benefit shall have a maximum benefit amount of twenty-five dollars (\$25) and must be submitted to **Us** within sixty (60) days after **You** return the **Vehicle**.

IV. CLAIM PROCEDURES

To obtain coverage under this **Membership**, **You** shall contact the **Administrator** by calling (888) 361-9611 or by emailing claims@dealerloyaltyprotection.com or by visiting www.dealerloyaltyprotection.com and selecting FILE A CLAIM. The **Administrator** will request supporting documentation to confirm that **You** have experienced a **Qualifying Event** or **Additional Benefits** loss and to calculate **Your** eligible coverage amount. If **Administrator** confirms that **You** have experienced a **Qualifying Event** or **Additional Benefits** loss, **You** will be approved for coverage under this **Membership**. If **You** elect for **Your** last three (3) scheduled **Loan or Lease Payments** due prior to a **Qualifying Event**, to be paid to **Your Lender**, **We** will pay **Your Lender** up to ten (10) business days after approval. If **You** elect to sell **Your Vehicle** to a **Participating Dealer** or **Authorized Partner**, **You** will be instructed on how to return **Your Vehicle** to a **Participating Dealer** or **Authorized Partner** and **We** will pay up to ten thousand dollars (\$10,000) to the **Participating Dealer** or **Authorized Partner** towards **Your Negative Equity**.

Examples of Supporting Documents, where applicable, may include, but are not limited to:

- a. Proof of **International Employment Transfer** from current employer;
- b. Proof of **Involuntary Loss of Employment** from employer or State unemployment office;
- c. Military Documents and/or Military Orders proving a **Permanent Change of Station (PCS)**;
- d. Proof of **Personal Bankruptcy and Self Employment**;
- e. Copy of **Your Financing Contract** or evidence of recent payments;
- f. Proof of **Emergency Ambulance Expense** incurred;
- g. Proof of **Emergency Travel Expense** incurred;
- h. Proof of arrest and conviction of person or persons who stole **Your Vehicle**;
- i. Proof of Job Fair, Employment Education Class or Employment Interview;
- j. Proof of **Loss of State Issued Driver's License** due to Medical Impairment;
- k. Any other documents requested by the **Administrator** when you experience a **Qualifying Event**.

V. TERMS AND CONDITIONS

This **Membership** is subject to the following terms and conditions. **No alterations, changes or waivers of provisions may be made to this Membership**. The benefits available under this **Membership** are strictly provided to the **Purchaser** listed in the **Declarations Page**.

1. This **Membership** is between the **Member (You)** and the **Administrator** and applies only to the **Vehicle** identified in the **Declarations Page** under the **Vehicle Information** section of this **Membership**.
2. **Membership Period** - The **Membership Term** begins on the **Membership Effective Date** and expires on the passing of the number of months selected.
3. **Limit of Liability** - This **Membership** is for the sole benefit of **You** (the **Purchaser** named on the **Declarations Page**) and applies only to the **Vehicle** listed on the **Declarations Page**. In no event shall the **Administrator**, **Dealer**, or **Participating Dealer** be liable for any direct, indirect, vicarious liability, punitive, special, incidental, or consequential damages. The aggregate total of all benefits paid or payable under this

Membership shall not exceed \$10,000.

4. You must provide **Your Membership** number, indicated on the **Declarations Page**, when contacting the **Administrator**.
5. No third party may create any obligation or liability in connection with this **Membership** on behalf of the **Administrator, Dealer, or Participating Dealer**.
6. The **Seller** is not an agent of the **Administrator** of this **Membership**.
7. **Notice to Consumers:** The terms of this **Membership** control the agreement between **You** and **Us**. No change or modification to the written terms is valid. Misrepresentation will result in rejection or cancellation of this **Membership**. If a provision of this **Membership** is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this **Membership**.
8. You are covered during the **Membership Term**.

VI. EXCLUSIONS – WHAT THIS MEMBERSHIP DOES NOT COVER

1. **General Exclusions:** This **Membership** DOES NOT COVER OR PAY FOR: (1) consequential loss or damage whatsoever; (2) rental or leasing of Your Vehicle to someone else; (3) Vehicles used for Commercial Use; (4) Vehicle used for snow plowing, competition or speed events; or (5) fraudulent representations to obtain this **Membership** or when presenting a request for a **Qualifying Event** or **Additional Benefits** under this **Membership**; (6) a loss due to war, invasion, act of foreign enemy, hostilities, civil war, rebellion, global pandemic's, national, federal or state issued state of emergencies, natural disasters, Acts of God, civil commotion, riot, revolution or military or usurped power; or radioactive contamination from ionizing radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment; or directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from terrorism.
2. **International Employment Transfer Exclusions:** You do NOT qualify for Coverage under this **Qualifying Event** if, You are transferred and You are living in the United States under a temporary work visa.
3. **Involuntary Loss of Employment:** You do NOT qualify for Coverage under this **Qualifying Event** if:
 - a. You accept voluntary loss of employment;
 - b. Involuntary Loss of Employment is within ninety (90) days of the **Membership Effective Date** shown in the **Declarations Page**;
 - c. You are receiving termination or severance pay;
 - d. Your loss of employment arises due to resignation, retirement, family leave, death, strike, misconduct, dishonesty or fraud, criminal activity, dereliction of duty, unacceptable job performance or behavior, disability, illness, disease, accident, injury, or any termination for cause;
 - e. If You are self-employed or own more than 10% of the company You are employed by. Your work is: temporary (including agency work), seasonal, irregular, a period of training/apprenticeship or for a specific task. You are a contract worker or a part-time worker.
 - f. The Vehicle is used for commercial purposes, or financed or leased to a business, corporation or partnership.
 - g. If You lost Your employment for drug or alcohol abuse.
4. **Self-Employed Personal Bankruptcy Exclusions:** You do NOT qualify for Coverage under this **Qualifying Event** if Your bankruptcy filing:
 - a. is within ninety (90) days of the **Membership Effective Date**;
 - b. is dismissed within sixty (60) days of the date it was filed.
5. If Your State Issued Driver's License is suspended for any reason.
6. If Your State Issued Driver's License is revoked for any reason other than Medical Impairment as indicated in Loss of State Issued Driver's License provision.
7. If You lost Your State Issued Driver's License due to drug or alcohol abuse.

I. CANCELLATION AND TRANSFER OF THIS MEMBERSHIP AGREEMENT

Identity theft is only cancellable in the first 30/days. After 30/days this portion of the membership is Non-cancellable and Non-Transferable, it continues to stay with the original member until the term expires. You may request a cancellation of this **Membership** at any time by emailing cancellations@dealerloyaltyprotection.com or visiting www.dealerloyaltyprotection.com and selecting **REQUEST CANCELLATION** then completing the required fields. A full refund will be issued if within thirty (30) days from the effective date. After thirty (30) days, only a prorated amount will be issued less a \$50.00 cancellation processing fee to the **Administrator**. No refund will be due if **We** cancel this **Membership** for cause or have paid any **Membership** benefits. If **Your Membership** is cancelled for cause **We** will mail written notice to **You** at the address provided in the **Declaration Page** of this **Membership**. The notice will state the effective date of the cancellation and the reason for the cancellation. **We** may **ONLY** cancel this **Membership** under the following conditions: 1) If the premium for this **Membership** has not been remitted to **Us** within sixty (60) days of the effective date listed on the **Declaration Page** of this **Membership**; 2) A material misrepresentation by **You** to the **Seller** or **Administrator**; 3) Fraud by **You** to **Us** resulting in inaccurate information as to **Your** employment at the time **You** purchased this **Membership**. **Your** rights hereunder may not be transferred by **You** to any other party. The **Administrator** may transfer its obligations under this **Membership** to a successor entity.

IX. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Membership**), **You, We**, and the **Administrator** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Membership**, including but not limited to claims related to the underlying transaction giving rise to this **Membership**, or claims related to the sale, financing or fulfillment of this **Membership** (collectively,

"Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Membership** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Membership**.

The Parties agree and acknowledge that the transaction evidenced by this **Membership** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Membership** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Membership** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this **Membership** or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS MEMBERSHIP (THE DATE OF PURCHASE BEING INDICATED ON YOUR MEMBERSHIP). To opt out, **You** must send written notice to either: (1) PO BOX 457, Mahwah, NJ 07430 Attention: Legal or (2) legal@dealerloyaltyprotection.com, with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Membership**; and (c) the **Seller** Information. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.