Dealr End User Terms

Effective October 15, 2026 · v1.1.0

What these terms cover. You're signing in to the services of Dealr, Inc. "The services" means the products, applications (including mobile apps and API access), and related features Dealr makes available under Customer's account, including dealr.cloud, dealr.tax, and Dealer Title Solutions offerings. Your dealership or employer ("**Customer**") has an agreement with Dealr, Inc. that governs this account (the "**Customer Agreement**"). These End User Terms apply to you as an individual user.

Not professional advice. Information in the services and their outputs, in documentation and help content, and in answers from Dealr staff is informational only. It is not legal, tax, accounting, or other professional advice. Customer is responsible for consulting its own professional advisors.

Your confirmation. By accepting, you confirm you are at least 18 years old and authorized by Customer to use this account.

When you'll see these terms. These terms are presented for your acceptance at your first login. They may be presented again at any later time the services require acceptance, including when Dealr updates the terms and when a feature has additional terms of its own (see ¶9). The version you most recently accepted, together with any feature terms you have accepted, governs your use.

By accepting these terms (for example, by clicking "I agree" at sign-in), you agree that:

1. **Authorized use only.**
   - (a) **Customer's business only.** You'll use the services only for Customer's business purposes, as authorized by Customer.
   - (b) **Policy and law.** You'll use the services only in compliance with Dealr's Acceptable Use & Communications Policy, which applies to you directly, and with applicable law. Applicable law includes laws on consumer communications, recording, and handling of consumer personal and financial information.
   - (c) **Acting for Customer.** If Customer has designated you an **Authorized Contact** for its account, actions you take in that capacity are taken for Customer and bind Customer under the Customer Agreement. Those actions include accepting agreements or consents presented in the services, managing users, or changing billing or payment settings.
   - (d) **Your requests are Customer's instructions.** Requests and configurations you make through the account are made for Customer and are Customer's instructions to Dealr. That includes data exports, data feeds, and lead- or transmission-destination settings.
2. **Your credentials are yours.** You'll keep your login confidential, won't share accounts, and will tell Customer and Dealr promptly if you suspect unauthorized access.

   Connected AI apps. If Customer allows you to connect an AI app (such as an AI assistant) to the services, connect only an app and account Customer has approved. The app can see, and may be able to change, whatever your permissions allow. It handles that information under its own terms, not Dealr's, and Customer is responsible for the changes it makes. Treat the connection like your password: don't share it, and disconnect it when you no longer need it or when you leave Customer.
3. **Respect the platform; keep Dealr's non-public information confidential.**
   - (a) **No tampering or unauthorized access.** You won't reverse engineer, scrape, or probe the services, copy any part of them except as needed for Customer's ordinary

business use, interfere with their operation, or access data you're not authorized to see (including other Customers' data).

(b) **Keep Dealr's non-public information confidential.** You'll keep non-public information about the services and Dealr's business that you receive through this account — including pricing, security reports and documentation, and non-public features and materials — confidential: you won't disclose it outside Customer's organization (other than to Customer's professional advisors who are bound to confidentiality) or use it for any purpose other than Customer's use of the services.

(c) **No competing products or benchmarks.** You also won't use the services, or non-public information about them, to build, train, or benchmark a product, service, or AI model that competes with them, or publish performance benchmarks without Dealr's consent.

(d) **How long these commitments last.** These confidentiality commitments are made in consideration of your access to the services and to Dealr's non-public information. They apply while you have access to the services and for two (2) years after your access ends. The two-year limit does not apply in two cases. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Information you were never authorized to access, including other Customers' data and consumer personal information, remains off-limits without time limit.

(e) **These limits cover all of paragraph 3.** The time limits in paragraph 3(d), including the two-year limit and its two exceptions, apply to all of the paragraph 3 commitments, including paragraph 3(c).

(f) **Whistleblower and legally required disclosures.** Nothing in these terms limits your immunity under the Defend Trade Secrets Act, 18 U.S.C. §1833(b), for a confidential disclosure of a trade secret made to a government official or an attorney solely to report or investigate a suspected violation of law, or made in a sealed court filing. Nothing prevents a disclosure required by law.

4. **Data belongs to others.**

(a) **No personal rights in the account or its data.** Business data in this account belongs to Customer, and consumer data is regulated. Your access ends when Customer or Dealr ends it. You have no personal rights in the account or its data.

(b) **Dealr may end your access.** Dealr may suspend, limit, or end your individual access at any time, with or without notice, without liability to you.

5. **Activity is logged; some interactions are recorded, and you consent.**

(a) **Logging and recording.** The services log user activity for security, support, auditing, and compliance. Calls, meetings, screen sessions, and other interactions made through the services may be recorded, monitored, and analyzed by Dealr and Customer.

(b) **Your consent.** To the maximum extent permitted by law, you consent to that logging, recording, monitoring, and analysis, including of communications in which you participate.

(c) **Workplace-monitoring notices come from Customer.** Customer, as your employer or principal, is responsible for providing you any workplace electronic-monitoring notice, and obtaining any acknowledgment, required by applicable employment law. Dealr is not responsible for that notice or acknowledgment.

(d) **Your information as a user.** Dealr's Privacy Policy explains how Dealr handles information about you as a user.

(e) **Biometric processing.** The services do not currently create, derive, or retain voiceprints, speaker-recognition templates, or other biometric identifiers from recordings. Speaker labels in transcripts are per-recording segmentation only and are not used to identify you across recordings. If Dealr introduces a feature that would create, collect, or use a biometric identifier or biometric information (as defined by applicable law, including without limitation 740 ILCS 14, Tex. Bus. & Com. Code §503.001, RCW 19.375, and C.R.S. §6-1-1303(2.4), each as amended, and any similar law adopted later), then before your data is processed by that feature Dealr will:

(i) provide you written notice identifying the specific identifier collected, the purpose, and the retention period;

(ii) obtain your written consent or release to the extent applicable law requires; and

(iii) maintain a written retention-and-destruction policy providing destruction when the purpose is satisfied and no later than applicable law requires.

Your acceptance of these terms acknowledges this framework. It does not itself constitute consent to any biometric processing. That consent will be sought separately if and when such a feature is offered.

Dealr offers one such feature: a face check to verify your identity for your account, for example before you reset or regain access to it, described in Dealr's Biometric Data Policy (the notice and retention-and-destruction policy under (i) and (iii)). It runs only after you agree on a separate screen, and you can instead have another administrator of Customer's account confirm your identity. Customer does not receive your face images, face measurements, or face-check scores. Signing in with a passkey that uses your device's face or fingerprint unlock is not biometric processing by Dealr: the match happens on your device, and Dealr receives only a confirmation.

6. **Training and program rules.**

(a) **Training and program rules.** For title/registration features, you'll complete required training and follow program rules (including background-check requirements) before and while using them.

(b) **Background-check paperwork is separate.** Any background-check disclosure or authorization required by the Fair Credit Reporting Act or similar law will be provided to you in a separate, standalone document. These terms are not that disclosure or authorization.

7. **No warranties to you.**

(a) **No warranties or liability to you individually.** The services are provided to Customer under the Customer Agreement. Dealr makes no warranties, and accepts no liability, to you individually to the maximum extent the law allows.

(b) **You are not a party to the Customer Agreement.** These terms don't make you a party to the Customer Agreement or give you rights under it.

(c) **Rights you cannot waive.** Nothing in these terms limits or waives rights you have under applicable privacy, employment, or consumer-protection law that cannot be limited or waived by contract.

8. **Disputes.**

(a) **Governing law.** These terms are governed by Colorado law; paragraph 8(b) is governed by the Federal Arbitration Act.

(b) **Individual arbitration; jury and class waiver.** Any dispute between you and Dealr arising out of or relating to these terms or your use of the services will be resolved

by binding individual arbitration under the AAA rules applicable to the dispute (for claims by individuals, the AAA Consumer Arbitration Rules), seated in Larimer County, Colorado, with hearings by videoconference or in the county where you live, at your request. For claims you bring as an individual, Dealr will pay the arbitration fees and costs that exceed the equivalent court filing fee. You and Dealr each waive any right to a jury trial and to participate in a class, collective, or representative action.

(c) **Small claims and injunctive relief.** Either party may instead bring a qualifying claim in small-claims court. Nothing prevents Dealr from seeking injunctive relief for misuse of the services.

(d) **Sexual-assault and sexual-harassment disputes.** Nothing in this paragraph requires arbitration of a sexual-assault or sexual-harassment dispute where federal law gives you the right to bring that claim in court (9 U.S.C. §§401–402).

(e) **Severability.** If any part of this paragraph is unenforceable, the remainder still applies.

9. **Changes; additional feature terms.**

(a) **Updates to these terms.** Dealr may update these terms. You'll be asked to accept material updates when you sign in or when the services otherwise require acceptance. Dealr may require your acceptance before you can continue using the services.

(b) **Feature-specific terms.** Some features have additional terms, notices, or consents that the services present to you before or during your use of the feature. Dealr may require your acceptance to use (or keep using) that feature. Any additional terms you accept apply to your use of that feature together with these terms, and they control over these terms for that feature.

(c) **Acceptance records.** Dealr keeps a record of each acceptance, including who accepted, when, and which version.

(d) **If you decline.** Declining an update or additional feature terms may mean you cannot use the services or the affected feature. It does not change the Customer Agreement between Dealr and Customer.

(e) **Continued use.** If you continue using the services after an updated version has been presented to you, the updated version applies.

Paragraphs 2, 3, 4, 7, and 8 survive the end of your access.