



TERMS OF USE

We have established a portal and certain applications for our clients, dealers, partners, technicians and other authorized users (collectively “User”) to permit access and data exchange for one or more Programs in which one or more of the Nobilis Group of Companies is involved. The “Portal” is owned and operated by the Nobilis Group of companies (collectively “Nobilis,” “Our,” “Us” or “We”) and may be accessed through Our website or one of Our proprietary applications by authorized Users. We also host certain web applications that run on the Nobilis platform and that may be provided by Us or by third parties (“Applications”).

When Applications are provided by Us, these Terms of Use apply. When applications are provided by third parties, the terms of use and privacy policy of the third party applies. Our websites, portals, and Applications may contain links to other websites, applications and services maintained by Us or third parties. The information practices of such other services, or of social media networks that host our branded social media pages, are governed by third parties’ terms of use and privacy policies, which you should review to better understand those third parties’ privacy practices.

OVERVIEW

Please take a few minutes to carefully review the following terms of use. By using this Portal or an Application, each User agrees to be bound by the terms of use, as they may be modified and placed on this Portal, in the Application, or on our website, at any time by Nobilis. If any User does not agree with any of these terms and conditions, do not use the Portal. Nobilis reserves the right to seek all remedies available by law and equity in the event of a violation of the terms of use.

FUNCTIONALITY AND TERMS OF USE MAY CHANGE

Nobilis may, at its sole discretion, update, modify, change, add or remove the terms of use (or any part thereof) at any time and with or without notice. Nobilis may also change, terminate, suspend or discontinue any aspect of the Portal, any Application, or any part of its website(s), including the availability of any features or functions, with or without notice. Please check periodically for changes. User’s continued use of the Portal, website and/or Applications following the posting of such changes constitutes User’s agreement to be bound by the changes. User agrees that Nobilis shall not be liable to User or to any third party for any modification, suspension or discontinuation of the Portal, website, Applications, or any feature or function thereof, or the terms of use.

CONTENT

All data, content, information and materials that may be found at and which comprise the Portal, Our website or any Application, including, but not limited to, customer information, account information, user information, claim information, staffing, pricing, margins, costs, and financial information, logins and passwords, images, illustrations, graphics, photographs, audio clips, video clips, text, artwork, software or HTML code (collectively “Content”) are protected by privacy, confidentiality, trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by Nobilis, its affiliates or third parties who have licensed such materials and content to Nobilis.

All trademarks, service marks, names, trade names, trade dress, logos and images are registered and/or common law trademarks and service marks of Nobilis and/or its affiliates. Use of the Portal, any Application or our website in no way grants User any rights or licenses to use such marks, logos, names or trade dress.

As used herein, “Nobilis” shall mean and refer to any one or more of the following: Nobilis Administrative Services, Inc., Nobilis Administrators, Inc., NG Administrative Services, Inc., Nobilis Operational Services, Inc., Nobilis Entertainment, Inc., AutoLinx, Inc., AutoBodyGuard, Inc., NanoCure Protective Coatings, Inc., Dent Zone, Inc., PDRLinx, Inc., and Dent Zone Claims, Inc. The protections, disclaimers and limitations



contained herein shall apply to each entity listed herein as a Nobilis company, and each of their officers, directors and subsidiary companies.

USE OF PORTAL and APPLICATIONS

a. License. Subject to the terms and conditions of this Agreement, Nobilis agrees to provide User access to Program features, including the ability to upload and edit customer information and data, where applicable, through the Portal, its website and Applications. Nobilis hereby grants to User a limited, nontransferable, nonexclusive license for the term of this Agreement to access and use the Portal, the Applications and the software used by Nobilis at the Portal and in the Applications solely to access and upload customer data and information as authorized by the applicable Program. User may display and print for its own use information and data received via the Portal or Applications that pertains to User and its business with Nobilis. In the event User ceases to be a client, dealer, technician or partner of Nobilis, User shall immediately cease using the Portal and all Applications, and the license shall immediately terminate.

b. Restrictions on Use. User shall not, directly or indirectly, (i) license, sell, lease, assign or otherwise transfer Content on the Portal, any Application or Portal/Application software, (ii) alter or permit a third party to alter any part of the Content, Portal, any Application or Portal/Application software; (iii) access or use any Content, information or materials of any third party available at the Portal or through any Application; (iv) use or permit the use of the Portal, Application, Content or Portal/Application software except for the User's access to its own customer information; (v) distribute copies of information, materials or Content found on the Portal or any Application in any form (including by e-mail or other electronic means), without prior written permission of Nobilis, or (vi) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets from the Portal and/or Application software.

c. Claims, Consumer and User Data. User agrees that it is solely responsible for the accuracy of any and all information input by User or provided to Nobilis for use in conjunction with any Program for use through the Portal or other Application (the "Data"). Data shall not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, violates the privacy rights of any third party, or contains anything that is obscene, defamatory, harassing, offensive or malicious. By uploading or providing Data, User represents and warrants: (a) that User has the requisite authority and authorization to upload or provide such Data; (b) that all Data is accurate, genuine and not in fraud or violation of the rights of any consumer or third party; (c) that transmission of the Data does not violate or infringe any intellectual property right or privacy right of any third party, and (d) does not contain malicious software, spyware, adware or malware of any kind.

d. Passwords. User is solely responsible for all use of its account, Portal and Application, and for maintaining the confidentiality of all passwords, Data and information. Sharing of passwords and account numbers and information is at User's own risk. User is responsible for the security of all Data saved to, or downloaded from, the Portal or through any Application.

e. Device and usage data. As is true of most websites, we gather certain information automatically on connection with the use of the website, the Portal and Applications by individual users. This information may include IP address (or proxy server), device and application identification numbers, location, browser type, Internet service provider and/or mobile carrier, the pages and files viewed, searches, operating system and system configuration information and date/time stamps associated with your usage. This information is used to analyze overall trends, to help us provide and improve our websites, Portal and Applications and to guarantee their security and continued proper functioning. In addition, we gather certain information automatically as part of your use of the cloud products and services that access or use our website, Portal and Applications. This information is used to maintain the security of the services, to provide necessary functionality, as well as to improve performance of the services, to assess and improve customer and user experience of the services, to review compliance with applicable usage terms, to identify future opportunities for development of the services, to assess capacity requirements, to identify customer opportunities and for the security.



PRIVACY POLICY

Use of the Portal, our Website, and each Application is also governed by the Nobilis Privacy Policy at www.nobilis.co which is incorporated into these terms and conditions of use by reference as if fully set forth herein. The additional provisions contained in these terms of use are in addition to the terms of the Privacy Policy at our website.

DISCLAIMERS

Nobilis has taken reasonable efforts to ensure that the Content contained on the Portal and accessible through our Applications is accurate. However, all Content is provided "AS IS," and Nobilis does not warrant and makes no representation that Content provided on the Portal or accessible through our Applications is accurate, appropriate or applicable for use in locations within or outside of the United States.

Without limiting the foregoing, Nobilis further disclaims and does not represent or warrant the following:

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- Liability or responsibility or damage as to the correctness, completeness, reliability or accuracy in the representation of each and every aspect of each Program and/or the services provided thereby.
- Liability or responsibility for damage, theft, loss, injury or claim of liability of any kind based on or resulting from any Content contained on the Portal or accessible through any Application, or as a result of unauthorized access to, damage to or interception of any data or communications sent to or from, scraped from or stored on the Portal or any Application.
- Liability or responsibility to any person, firm or corporation for any loss, damage, injury, claim or liability of any kind or character based on or resulting from any Data or Content contained on the Portal or through any Application, or the accidental release of such Data or Content.

DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY

a. NOBILIS AND ITS AFFILIATES DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. NOBILIS DOES NOT WARRANT THAT THE PORTAL OR APPLICATION IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR WILL NOT CAUSE LOSS OF OR DAMAGE TO DATA STORED ON COMPUTING DEVICES ON WHICH IT IS INSTALLED. THE PORTAL AND ANY APPLICATION MAY CONTAIN BUGS, ERRORS AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS FROM A COMPUTER WITH WHICH THE PORTAL OR APPLICATION IS USED OR ACCESSED. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

b. UNDER NO CIRCUMSTANCES SHALL NOBILIS OR ITS AFFILIATES BE LIABLE FOR ANY TYPE OF DAMAGES OR CLAIMS RELATED TO THE PORTAL, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF NOBILIS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

TERM

The license to access and use the Portal and our Applications granted herein will commence upon first use by User, and will terminate automatically if User ceases to be a client, dealer, technician or partner of Nobilis.



as determined by Nobilis. In addition, the license to access and use the Portal and any Application granted herein may be terminated at any time by Nobilis, without notice to User, in the event of a breach of the terms of use by User, or the breach or failure to comply with any other agreement or contract between Nobilis and User.

APPLICABLE LAW

By accessing the Portal or using and Application, you agree that these terms and conditions and your use and access of the Portal and each Application is governed and interpreted solely pursuant to the laws of the State of Texas, U.S.A., without respect to conflict of law principles. You agree that the Portal and each Application shall be deemed solely based in Texas. You agree that the exclusive jurisdiction for any claim or action arising out of or relating to these terms and conditions, the Privacy Policy and/or your use of the Portal and each Application shall be in state or federal court located in Dallas County, Texas and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. IN ANY LAWSUIT INVOLVING NOBILIS AND ANY USER, ALL PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL.

These Terms and Conditions, and any other legal notices published by Nobilis on the Portal, or in any Application or on its website shall constitute the entire agreement between you and Nobilis concerning use of the Portal and any Application. Nothing herein shall alter or amend any other contract or agreement that User has with Nobilis, but shall be read as complimentary.

If a court of competent jurisdiction deems any provision of the terms and conditions invalid, the invalidity of such provision shall not affect the validity of the remaining provisions which shall remain in full force and effect. No waiver of any term of this these terms and conditions shall be deemed a further or continuing waiver of such term or any other term, and Nobilis' failure to assert any right or provision under these terms and conditions of use shall not constitute a waiver of such right or provision.