

Welcome to GADA.COM (the "Website"), a website accessible free of charge to the general public with Internet access. The Website and its contents and related services are owned and administered by the Georgia Automobile Dealers Association ("GADA").

By accessing and using the Website, or otherwise availing yourself of the services and information offered through the Website, you agree to be bound by these Terms of Use in effect at the time of each such access or other use of the Website.

You also acknowledge that GADA may, from time to time, in its sole discretion and without notification to you, modify these Terms of Use. It is your responsibility to apprise yourself of any such revision or modifications each time you visit or use the Website. If you do not so agree, you are not authorized to access or use the Website in any manner, and you must exit the Website immediately.

## I. TERMS AND CONDITIONS

### A. User to Provide Internet Access

In order to access the Website and/or use the Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

### B. Accessibility and Availability

GADA makes no guarantees regarding the availability of the Website. GADA reserves the right to discontinue the Website or Services and/or modify the contents of the Website or the terms of use as it sees fit, including but not limited to the product prices and other e-commerce related information and/or functionality. You agree that GADA will not be liable to you for any such discontinuance or modification of the Website.

### D. Authorized Use

GADA grants you a limited license to access and make personal use of the Website for purposes and uses that are legal and that are otherwise permitted by these Terms of Use. Other than page caching, you are not authorized to download or modify the Website or any portion of it, except with express written consent of GADA. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of any third-party; or any use of data mining and extraction tools. Furthermore, you may not post or transmit through the Website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which contains advertising or any solicitation with respect to products or services. You are also prohibited from using the Website in any way that restricts or inhibits any other Website user from using or enjoying the Website consistent with the letter and intent of these Terms of Use.

Any unauthorized use terminates the permission or license granted by the GADA in relation to the Website.

### E. Linking (To & From) The Website; Advertisers

#### 1. Linked-to Sites

GADA may, from time to time, provide via the Website, links to other World Wide Websites or resources and/or advertisements or other such promotional materials for third-parties. Because GADA has no control over the content of linked-to sites or the quality of the goods or services offered via these linked-to sites, you acknowledge and agree that GADA is not responsible for and in no way guarantees: (1) the availability of linked-to sites or resources; (2) the accuracy or completeness of any content available at or through the linked-to sites; (3) the goods or services offered via these third-party sites. Accordingly, you acknowledge and agree that GADA shall not be responsible or liable to you in any manner, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on the content of any linked-to Websites and/or the quality of any goods or services offered by or through any linked-to third-party site.

#### 2. Links To GADA.COM from Other Sites

Unless otherwise authorized in writing by GADA, neither you nor any other third-party is authorized to "deep link" to any web page contained in the Website (i.e., no links are permitted under any circumstances from third-party Websites to GADA.com web pages. Such links are expressly prohibited. GADA may grant link permission to any entity, whose Web content is not in violation of any local, state, or federal law, or any GADA rule, regulation, or policy, and may in its discretion reject a link request and/or request any entity linking to this site to remove its

link. This Website is not sponsored or associated with any particular linked entity unless stated so by that entity; and the existence of any particular link is simply intended to imply potential interest to the reader.

#### F. Privacy Policy

The Website Privacy Policy shall govern the maintenance and use by GADA.COM of all User-provided information and is hereby incorporated by reference as a part of these Terms of Use as if set forth herein in full. [Click here to access the Privacy Policy.](#)

#### G. Prohibition Against Harmful Transmissions

You agree that you will not upload, post, email, or otherwise transmit to the Website or to any other User any messages, programs, or other materials (including but not limited to Trojan Horses, viruses, worms, and the like) that contain software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or telecommunications equipment.

##### 1. Updating and Controlling Your Information

Members can update and control information as described in the Privacy Policy. Members can opt-out of GADA email communications by following the instructions included in each email communication or by contacting the Membership Department. You may request deletion of information by us, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete information, it will be deleted from the active database, but may remain in our archives and we may also retain non-personally identifiable information about your use of the Website.

We have security measures in place that are intended to prevent the loss, misuse, or alteration of information under our control. No data transmissions over the Internet are completely secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us or others over the Internet. You transmit such information at your own risk.

#### H. Standard Warranties And Limitations of Liability

##### 1. Warranties

NEITHER GADA NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSEES, EMPLOYEES, OFFICERS, DIRECTORS, ASSIGNEES, OR AGENTS WARRANT THAT THE SERVICES OR THE INFORMATION PROVIDED VIA THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS IS EXPRESSLY SET FORTH ELSEWHERE HEREIN, THE SERVICES ARE DISTRIBUTED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GADA NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSEES, EMPLOYEES, OFFICERS, DIRECTORS, ASSIGNEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICES OR ARISING IN ANY WAY FROM OR RELATING TO YOUR PURCHASE OF GADA PRODUCTS VIA THE WEBSITE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

##### 2. Limitation Of Liability

GADA SHALL HAVE NO LIABILITY FOR UNAUTHORIZED THIRD-PARTY ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, ANY INFORMATION CONTAINED AT THE WEBSITE THROUGH ACCIDENT OR THROUGH FRAUDULENT OR WRONGFUL MEANS OR DEVICES. GADA SHALL HAVE NO LIABILITY WITH RESPECT TO THE GADA'S OBLIGATIONS UNDER THIS AGREEMENT OR IN RELATION IN ANY WAY TO THE WEBSITE OR ANY WEBSITE PURCHASE MADE BY OR FOR YOU FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF GADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF GADA TO YOU OR ANY OTHER USER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO AND SHALL IN NO EVENT EXCEED THE SUM OF THE GREATER OF ONE-HUNDRED DOLLARS (\$100.00) OR, IN THE EVENT THAT YOUR DISPUTE OR CLAIM ARISES FROM YOUR PURCHASE OF PRODUCTS VIA THE INTERNET, THE COST OF SUCH DISPUTED PRODUCTS (i.e., THE AMOUNT YOU PAID TO GADA FOR SUCH PRODUCTS). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

NOTE THAT SOME JURISDICTIONS EITHER DO NOT ALLOW OR OTHERWISE LIMIT THE PERMISSIBLE SCOPE OF DISCLAIMERS AND LIMITATIONS SUCH AS THOSE APPEARING IN THE TWO PRECEDING PARAGRAPHS. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS APPEARING THEREIN MAY NOT APPLY TO YOU.

### 3. Contents Not Legal Advice

GADA presents the information on the Website as a service to its members and other Internet users. While the information on the Website may concern legal issues, it is not legal advice. Moreover, due to the rapidly changing nature of the law and reliance on information provided by outside sources, GADA makes no warranty or guarantee concerning the accuracy or reliability of the content on the Website or any other sites linked to from the Website. If you have specific questions related to information available on the Website, you are encouraged to consult an attorney who can investigate the particular circumstances of your situation.

#### J. Indemnification

You agree to indemnify, defend, and hold harmless GADA, its directors, officers, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of your representations, warranties, or agreements hereunder; and/or (ii) arises out of your negligence, willful misconduct, or other breach of this Agreement.

#### K. Severability

In the event that one or more of the words, phrases, sentences, clauses, sections, subdivisions, or subparagraphs contained herein shall be held invalid, this Agreement shall be construed as if such invalid portion had not been inserted. In the event that any invalid language is severed under this paragraph, the severed language shall be comprised of the smallest unit possible such that the severance of the unit results in a valid provision (i.e., a single item in a list will be severed rather than the entire list, a clause will be severed rather than the entire sentence, etc.).

#### L. Entire Agreement

This Agreement sets forth and contains the entire agreement with regard to the matters set forth herein between you and the GADA. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between and among the parties.

#### M. Choice of Law

This Agreement, and any disputes arising from, relating to or touching upon the Agreement and/or the subject-matter hereof, shall be construed under and governed by the law of the state of Georgia.

#### N. Choice of Venue and Acknowledgement of Personal Jurisdiction

Any action at law, suit in equity, or other judicial proceeding concerning, relating to, or touching upon in any way this Agreement or the subject-matter hereof, shall be brought or commenced, if at all, only in the United States District Court for the Northern District of Georgia or, if that court lacks subject matter jurisdiction, the Superior Court of Cobb County. By accessing and using the Website, you submit to personal jurisdiction in Georgia in any action by the GADA against you and waive and release now and forever any defense to that assertion of jurisdiction that might otherwise exist.

#### O. Headings for Convenience Only

The headings used herein are for convenience only. The headings do not purport to define, limit, or extend the scope or intent of the language of the sections and the paragraphs to which they pertain.

#### P. Waiver

The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party. The failure of a party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same.

#### Q. GADA Marks and Logos

The Website contains copyrighted material, trademarks and other proprietary information which may include text, software, photos, video, graphics, music, and sound. The entire contents of the Website are copyrighted as a collective work under the United States copyright laws. Without the owner's prior written permission, you agree not to display or use GADA or any GADA related entities marks or logos in any manner not permitted by the applicable state and U.S. laws or as otherwise expressly allowed by these Terms of Use.

#### R. Copyright Complaints

If you believe that your work has been copied in a way that constitutes copyright infringement, please notify us immediately in writing (via certified mail, return receipt requested, or via overnight delivery service) at the contact address set forth below.

#### S. Contact

Please direct all inquiries and other communications relating to the Website and Terms of Use to:  
Vice President  
Georgia Automobile Dealers Association  
2060 Powers Ferry Rd.  
Atlanta, GA 30339  
legal@gada.com

#### T. Local Law

You warrant and agree that your access to and use of the Website is in compliance with the laws governing such access, use, and related conduct in your geographic region.

#### U. Prohibited Conduct

Use of this Website or the corresponding Services for any use or reason other than the intended and permissible uses described or implied herein is expressly prohibited. Any such misuse may constitute violation of state and federal civil and criminal laws and may result in civil and/or criminal prosecution. Furthermore, without limiting other remedies, GADA may immediately issue a warning and/or temporarily or indefinitely suspend or terminate your privilege to use and access the Website if you: (1) breach this Agreement; and/or (2) take actions that the GADA believes may result in legal liability for you, for GADA, or for other Website users.

**IF YOU DO NOT AGREE TO THE TERMS SET FORTH ABOVE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WEBSITE IN ANY WAY. YOU MUST EXIT THE WEBSITE IMMEDIATELY.**