

## **Kelley Blue Book Blue Ribbon Panel**

### **Terms and Conditions**

The Kelley Blue Book Blue Ribbon Panel (the "Panel") and thekbbblueribbonpanel.com website (the "Website") are owned and operated by Kelley Blue Book Co., Inc. ("KBB", "we", "our" or "us") and administered by Vision Critical Communications Inc. ("Service Provider"). By selecting the "I ACCEPT" button during the process of registering to be a member (a "Member") of the Panel or by using the Website, you agree to be bound by the following terms & conditions (the "Terms"):

#### **Registration Requirements**

In order to receive invitations to participate in Panel surveys you must first register as a Member of the Panel by providing us with accurate, complete and updated registration information as required by the profiling survey.

To ensure the integrity of the Panel, you may not (i) activate or use more than one Member profile account; (ii) use a name subject to rights of another person without authorization from that person; (iii) use a false or misleading name, address, or email address to activate or use an account; or (iv) provide any false or misleading information. If we have reason to believe that you have violated any of these provisions, we reserve the right to suspend or terminate your access to use of the Website and/or participation in the Panel.

You are responsible for all usage or activity on your account, including use of the account by any third party (which is prohibited), whether or not such use is authorized by you or is the result of you authorizing a third party to use your username and password.

Membership in the Panel is open only to persons residing in the 50 states of the United States or the District of Columbia and who are 18 years of age or older. Employees of Kelley Blue Book Co., Inc. and Vision Critical Communications Inc., their parents, subsidiaries and affiliates, and members of their immediate family are not eligible to participate.

At any time, you may update your email address and/or other registration information by visiting the Update Profile section of the Website and entering the information requested. You may also terminate your participation at any time by unsubscribing, either via email or in your profile.

#### **Panel Participation**

As a Member, you must be willing to participate in at least one survey per 6 month period. Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we reserve the right to terminate your account if you do not complete a survey for more than 6 consecutive months.

Members are typically invited to participate in anywhere from 1 to 5 surveys per month, although we do not guarantee any minimum number of surveys and you acknowledge and agree that we are under no obligation to provide you with a particular number of opportunities to participate in surveys.

**AS A MEMBER, YOU AGREE THAT YOU WILL NOT POST OR TRANSMIT:**

1. any copyrighted material unless you own or control the copyright in and to such material;
2. material that is: knowingly false and/or defamatory, inaccurate, libelous, tortuous, abusive, vulgar, hateful, racist, bigoted, sexist, harassing, threatening, inflammatory, obscene, profane, sexually oriented, invasive of a person's privacy, otherwise objectionable content, or is otherwise in violation of any applicable law, rule or regulation;
3. material that violates or infringes the rights of any other party, including, without limitation, rights of privacy, rights of publicity, copyright, trademark, or other intellectual property rights;

4. profanity in subject lines, messages or signatures;
5. any material containing viruses, trojan horses, worms, or any other disruptive or harmful component;
6. personal e-mail or chat dialogues;
7. material that breaches another's privacy, i.e. containing phone numbers, addresses or other personal information;
8. Spam, including but not limited to, junk mail, chain letters, unsolicited bulk e-mail or duplicative messages, excessive cross-postings, material that is unrelated to the forum in which it is posted;
9. materials that contain advertisements or commercial solicitations; sell access to or use of any services available on the Website;
10. materials that discuss illegal activities or links to websites that deal with such activities.

YOU FURTHER AGREE THAT YOU WILL NOT ATTEMPT OR DO ANY OF THE FOLLOWING:

1. interfere with or disrupt the Website or the Website computer systems, servers or networks;
2. attempt to gain unauthorized access to the Website, other user accounts, or computer systems or networks connected to the Website, through password mining or otherwise;
3. copy, change, upload, transmit, sell, publish, commercially exploit, modify, create derivative works or distribute any content available through the Website, including without limitation code and software;
4. engage in any systematic extraction of data or data fields, including without limitation e-mail addresses;
5. collect information about others without their consent;
6. interfere with the use of the Website by any other individual or party;
7. impersonate any person, or otherwise attempt to mislead others about your identity; or post material under secondary usernames or other aliases; or
8. share your user account name and/or password with any other person.

Without limiting any of KBB's or Service Provider's other rights or remedies, a violation of any of the above may result in removal of you from the Panel which would prohibit you from having any access to the Website.

### **License for Use by KBB**

You acknowledge that by participating in the Panel, you are granting KBB the unrestricted, non-exclusive, worldwide, royalty free, perpetual, non-revocable license to display, broadcast, reproduce, create derivative works, sell, or otherwise use or distribute, at no cost whatsoever to KBB any and all material you post to any pages on the Website, including, without limitation, all intellectual property rights embodied therein.

### **General**

You agree not to abuse the Panel by conduct which is detrimental to our interests, including without limitation attempting to act in a manner that is in breach of or inconsistent with these Terms. Any Member suspected of engaging in any fraudulent, abusive, manipulative or illegal activity may have their account terminated in our sole discretion, and the Member may be referred to appropriate law enforcement agencies if such action is deemed warranted.

You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

Any responses or material you provide on the Website becomes our property and we are free to use such information, including ideas, photographs, text and video, in any way we see fit, including for commercial purposes without any further consent from you and you agree to cooperate with us, including signing any supporting documentation we reasonably require, confirming our unqualified ownership therein, including copyright ownership and your waiver of any applicable moral rights.

From time to time, on our Website or in Panels, we may provide you with information that is not known to the general public. Such information will be considered confidential and you will be asked not to share or use the information in any way other than as set out for Panel purposes.

We do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of KBB or Service Provider and you agree that neither us nor Service Provider are responsible, and shall have no liability to you, with respect to any information or materials posted by others.

You acknowledge and agree that neither we nor Service Provider are responsible or liable for any agreements between you and any of our affiliated companies or third party service providers with regard to your participation in third-party promotions and/or other activities.

These Terms and the relationship between you and KBB shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and KBB agree to submit to the personal and exclusive jurisdiction of the courts located within Orange County, California. The failure of KBB 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 Privacy Policy constitute the entire agreement between you and KBB and govern your participation in the Panel, superseding any prior Terms with respect to the Panel. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other KBB services, affiliate or third-party services. The section titles in these Terms are for convenience only and have no legal or contractual effect.

You agree that regardless of any statute or law to the contrary, any claim relating to the Panel, the Website, a Survey, and/or these Terms, must be commenced within one year after such claim arose or it is forever barred.

A waiver by us of any breach by you of any of the provisions of these Terms or our acquiescence to any act (whether by commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver such provision or of any subsequent act contrary thereto.

## **Privacy**

Personally identifiable information that we gather from you in connection with the Panel and/or the Website is governed by our [Privacy Policy](#). KBB reserves the right to reveal your identity or user account information in the event of a claim, investigation, complaint or legal action arising from your participation in the Panel and any material posted by you, including, without limitation, furnishing such material and information regarding your identity and any other information we may have about you.

## **Third-Party Information**

The Surveys and/or the Website may contain links to, or information about, other websites, products or services who may collect personal information from you in order to provide you with information or services. KBB has no control over the privacy policy of any third party company, so please examine their privacy policy prior to submitting any personal information. We do not make any representation or warranty about any such third-party information and nothing on the Website should be construed as an endorsement of such third-party information unless otherwise explicitly stated.

## **Disclaimer**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A. YOUR USE OF THE WEBSITE AND PARTICIPATION ON THE PANEL IS AT YOUR SOLE RISK. KBB AND SERVICE PROVIDER PROVIDE THESE SERVICES TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. KBB AND SERVICE PROVIDER AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B. KBB AND SERVICE PROVIDER AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) PARTICIPATION IN THE PANEL, THE WEBSITE AND/OR SURVEYS, WILL MEET YOUR REQUIREMENTS; (ii) THE WEBSITE AND/OR SURVEYS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE CONTENT THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND/OR SURVEYS WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED, PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE AND/OR SURVEYS WILL MEET YOUR EXPECTATIONS; (v) SERVERS THAT MAKE SUCH MATERIALS AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND (vi) ANY ERRORS WILL BE CORRECTED.

C. ALL MATERIAL AND INFORMATION OBTAINED THROUGH THE USE OF THE WEBSITE AND/OR SURVEYS IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE ACCESSING OF ANY SUCH MATERIAL.

D. KBB OR SERVICE PROVIDER NEITHER ENDORSE NOR ARE RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY CONTENT MADE AVAILABLE ON OR THROUGH THE WEBSITE AND/OR SURVEYS. UNDER NO CIRCUMSTANCES WILL KBB OR SERVICE PROVIDER BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY CONTENT AVAILABLE ON OR THROUGH THE WEBSITE AND/OR SURVEYS. ANY OPINIONS, STATEMENTS OR OTHER INFORMATION IN CONTENT AVAILABLE ON OR THROUGH THE WEBSITE AND/OR SURVEYS ARE THOSE OF THE RESPECTIVE AUTHOR OR DISTRIBUTOR, WHETHER IDENTIFIED BY NAME OR NOT AND NOT OF KBB OR SERVICE PROVIDER. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONTENT AVAILABLE ON OR THROUGH THE WEBSITE AND/OR SURVEYS. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM KBB OR SERVICE PROVIDER OR THROUGH OR FROM THE WEBSITE AND/OR SURVEYS SHALL CREATE ANY WARRANTY WHATSOEVER. NEITHER KBB NOR SERVICE PROVIDER SHALL IN ANY WAY BE RESPONSIBLE FOR DECISIONS THAT YOU MAY MAKE RELATED TO INFORMATION PROVIDED BY KBB OR SERVICE PROVIDER OR OTHERS ON THE WEBSITE AND/OR SURVEYS.

#### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT KBB, SERVICE PROVIDER, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS 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 KBB OR SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE AND/OR SURVEYS; (ii) USE OF ANY MATERIALS POSTED ON OR MADE AVAILABLE IN THE WEBSITE, A SURVEY, OR ANY OTHER WEB SITE TO WHICH A LINK IS PROVIDED OR ON WHICH A LINK IS PROVIDED TO THE WEBSITE AND/OR SURVEYS, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA,

INFORMATION OR SERVICES OBTAINED OR RECEIVED OR TRANSACTIONS ENTERED INTO AS A RESULT OF YOUR USE OF THE WEBSITE AND/OR SURVEYS; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY RELATED TO THE WEBSITE AND/OR SURVEYS; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITE AND/OR SURVEYS. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, YOU AGREE THAT KBB OR SERVICE PROVIDER ARE NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, TORTIOUS, OR ILLEGAL CONDUCT OF YOU OR ANY OTHER PARTY OR ANY INFRINGEMENT OF YOUR OR ANOTHER'S RIGHTS ARISING ON, FROM, OR IN CONNECTION WITH THE WEBSITE AND/OR SURVEYS OR ANY CONTENT AVAILABLE ON OR THROUGH THE WEBSITE AND/OR SURVEYS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 10 AND 11 MAY NOT APPLY.

If you are dissatisfied with the Panel, the content available on or through the Website and/or Surveys, or with any of these Terms, your only remedy is to discontinue membership on the Panel.

Some jurisdictions do not allow the exclusion of implied warranties so the above limitations may not apply to you. If so, any implied warranties are limited to ninety (90) days.

### **Indemnification and Release**

By participating in the Panel, you agree to indemnify, defend and hold harmless KBB, Service Provider, and their respective owners, shareholders, subsidiaries, affiliates, partners, licensors, employees, directors, officers, agents and representatives from and against any and all third party claims, demands, liabilities, costs or expenses whatsoever, including attorney's fees, arising from or related to: your participation in the Panel, your use of the Website; any breach by you of any of the Terms or applicable laws; or in any other way arising out of your use of the Website and/or Surveys; or any content you provide on the Website and/or Surveys. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

### **Changes**

All information posted on the Website, including these Terms and the Privacy Policy, is subject to change and we will let you know about them by revising the "last updated" date at the top of the Terms and/or Privacy Policy without notice. Your continued participation in the Panel after such changes is deemed to be your acceptance of such changes so please check the Terms and Privacy Policy regularly.