

OWNER CONNECT TERMS OF SERVICE

Effective Date: May 5, 2016

1. Introduction and Eligibility

Please read these Terms of Service (“**Terms**”) carefully before using “the Site.” “**The Site**” means The Owner Connect site (<http://moparownerconnect.com/>) and related microsites, applications and certain co-branded sites accessible from the Site.

These Terms include FCA US LLC’s [Privacy Statement](#), which is incorporated by reference into these Terms. When you access the Site through software or mobile applications, these Terms also incorporate the End User License Agreement (EULA) provided with such software or application. Any applicable EULA will supersede these Terms. We have included several annotations in boxes to help explain or identify key sections. These annotations are for convenience only and have no legal or contractual effect.

This agreement is a legally binding contract. It may change as our business changes, and you agree you will review it and any updates regularly. Your continued use of the Site means you accept any changes.

Binding Agreement. These Terms constitute a binding agreement between you and FCA US LLC and its affiliates, subsidiaries, and vendors and suppliers acting on our behalf (“**FCA US LLC**,” “**we**,” “**us**”) and govern your use of the Site. “**You**” and “**users**” shall mean all visitors to the Site. You represent and agree that you are at least 16 years of age and otherwise able to enter into a valid, binding agreement. You accept these Terms each time you access the Site. If you do not accept these Terms, you must not use the Site.

Revisions to Terms. We may revise these Terms at any time by posting an updated version to this web page. You should visit this page periodically to review the most current Terms, because you are bound by them. No modifications to these Terms shall apply to any dispute between you and FCA US LLC that arose prior to the date of such modification. Your continued use of the Site after a change to these Terms constitutes your binding acceptance of these Terms. If you are dissatisfied with the Site, its content, the Terms or the Privacy Statement, then you agree that your sole and exclusive remedy is to discontinue your use.

The terms “**post**” or “**posting**” as used in these Terms shall mean the act of submitting, uploading, publishing, displaying, or similar action on the Site.

2. Eligibility to Use the Site

United States' Residents. The Site is offered for United States' residents only. If you are not a United States' resident, you should not use the Site.

Children. No part of the Site is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SITE.

Agent of a Company, Entity, or Organization. If you are using the Site on behalf of a company, entity, or organization (collectively "**Organization**"), then you represent and warrant that you:

1. are an authorized representative of that Organization;
2. have the authority to bind that Organization to these Terms;
3. agree to be bound by these Terms on behalf of that Organization; and you acknowledge and agree that your account may connect a limited number of vehicles.

3. The Site

The Site provides a platform where you can learn about the features, attributes, and benefits of your vehicle, obtain information about the care and maintenance of your vehicle, and shop for products and services relating to your vehicle.

We do not charge you to use the Site, but may charge for aspects or features of the Site that you may access.

Fees. We currently do not charge you to use the Site. Different features and functionality of the Site may have separate fees or charges which may change from time to time.

You may only connect vehicles you own, lease, or otherwise have legal authorization to connect to your account.

Connecting Your Vehicle to Your Account. You may be able to connect your vehicles to your Site account. To do so, you must provide us information about your vehicle. You may connect to your account only vehicles you own, lease, or otherwise have legal authorization to connect.

Images of Your Vehicle. The images we display on the Site may not necessarily represent the configurable options selected or available on your vehicle.

Please do not use the Site to send spam.

Share FCA US LLC Content. You may be able to use the Site to send email with the “FCA US LLC Content” (as defined in Section 9 below) you access on the Site. You acknowledge and agree that you will send email only to individuals who have given you their express permission to be contacted. You agree that you will not send unsolicited marketing messages or broadcasts (i.e., spam) using the Site. If you believe spam originated from the Site, please email us at dprivacy@FCAgroup.com.

The Site may provide access to dealer coupons and allow you to schedule appointments with dealers. These activities are between you and the dealer, and we are not responsible for them.

Coupons. The Site may provide access to coupons for products and services available at dealer locations. The dealers post the coupons to the Site, and the Site only provides a platform so you can view and print them. The dealer, not FCA US LLC, is responsible for the terms and validity of the coupons.

Schedule Maintenance Appointments. The Site may allow you to schedule maintenance appointments with dealers. The Site provides a platform for your interaction with the dealer, and all agreements and disputes related to the appointments are between you and the dealer. We are not responsible for the results of your attempts to schedule an appointment through the Site. If you have problems with your SiriusXM satellite radio, please contact SiriusXM.

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SiriusXM Satellite Radio. SiriusXM satellite radio is owned by Sirius XM Satellite Radio, Inc. Your vehicle's electrical system, receiver, antenna, and other technology must operate properly for the system to function. SiriusXM, and not us, is responsible for the availability and content of broadcasts from SiriusXM satellite radio. You may need to pay an activation fee, other fees, and taxes to use SiriusXM satellite radio, and other terms and conditions may apply.

Only use the emergency roadside assistance for emergencies.

You will be responsible for any charges by those who provide assistance.

Emergency Roadside Assistance. You agree to use emergency roadside assistance only for actual emergencies and roadside assistance needs. You are responsible for paying directly to emergency roadside assistance providers (such as towing services or emergency responders) all charges for their services.

4. Purchasing Products and Services on the Site

We may allow you to purchase products and services using the Site. We may change the product and service specifications, availability, or prices at any time. You are obligated to pay your own sales tax and service charges, and you must pay your own payment processing fees.

Products' and Services' Descriptions and Specifications. FCA US LLC attempts to be as accurate as possible when describing its products and services. However, FCA US LLC does not warrant that product or service descriptions or specifications are accurate, complete, reliable, current, or error-free. If a product or service we offer through the Site does not match its description, your sole remedies are to stop using the Site and to return the product in unused condition. All descriptions and specifications are subject to change at any time without notice.

Availability. Availability of a product or service may change without notice.

Pricing. The list prices displayed for products and services on the Site represent the full retail prices and are subject to change at any time without notice. Despite our best efforts, list prices may be incorrect. If a product or service's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Payment for Subscriptions and Services. You may be able to subscribe to services on the Site. Additional terms and conditions may apply and subscription fees may be due in advance and change at any time. If you set up an auto-payment account with us for your subscription, we will automatically charge it to pay for your subscription. We will continue to charge the payment account you provided (or you must continue to make manual payments) to pay for the subscription until your service ends or you choose a different payment account. Once you place your payment account on file with us, we may receive automatic updates of that account information from the financial institution to keep our information current. If you do not create an auto-payment account, you must provide us with payment manually in advance for your subscriptions. If you fail to pay in advance, we may terminate or suspend your subscription services.

Taxes and Fees. You are responsible for determining and paying the appropriate government taxes, fees, and service charges resulting from a transaction occurring through the Site. FCA US LLC is not responsible for collecting, reporting, paying, or remitting to you any such taxes, fees, or service charges.

Shipping. When you place an order through the Site, the products will be shipped to the address you designated. Risk of loss and title for products purchased from the Site pass to you upon delivery of the products to the carrier. You are responsible for filing any claims with carriers for damaged or lost shipments.

Accepting an Order. While we try to confirm orders by email, your receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. The shipment of the products shall be the sole evidence of our acceptance of your order. We reserve the right, without prior notice, to limit the order quantity of any product or service and to refuse service to you. We also may verify information before we accept or ship any order.

United States Dollars. All monetary transactions on the Site take place in U.S. dollars.

Fees Charged by Third-Party Payment Processors. The Site uses third parties to process payments. Use of such third-party payment services is subject to their terms and conditions of use. Those third parties may charge fees to process payments, and FCA US LLC is not responsible for any fees charged by them. FCA US LLC disclaims all liability with regards to any fees or problems you have with third-party payment processors.

5. Other Services Available From the Site

The Site may provide access to co-branded, third-party websites and services and other websites or services that have additional legal terms and conditions (“Other Services”).

The Site may enable access to Other Services. Use of the Other Services may require that you accept additional or different terms of service. Where these Terms conflict with those terms of service, those terms of service control. You agree to use the Other Services subject to any additional terms and conditions.

Third-Party Functionality. The Site may allow you to use third-party content and functionality, such as the Facebook “like” or Twitter’s “tweet” functions. You use such content or functionality subject to such third parties’ terms and conditions.

6. Privacy and Data Use

Read our Privacy Statement to learn about our data practices.

By subscribing to some of the services accessible from the Site, you consent to our collection of information from your vehicle, including its location.

Privacy. Use of the Site is governed by our Privacy Statement, which can be found here: Privacy Statement. Please read the [Privacy Statement](#) carefully to learn about how we collect, use, and disclose information about you, including information about your location that can be used or accessed by third parties.

Consent to Use of Data. You agree that FCA US LLC may collect and use technical data and related information, including, but not limited to, information about your mobile device that is gathered

periodically to facilitate the provision of the services, software updates, and product support and development. We may also collect vehicle data when you subscribe to certain services.

Location Information. You acknowledge and agree that the Site may display location related information collected from your mobile device when you use the Site and your vehicle when you subscribe to Other Services. You also acknowledge and agree that the Site may link such location-related information to other information that you provide to the Site, or that may be collected through your use of the Site or Other Services. Neither FCA US LLC, nor any of our content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data we collect or display. FCA US LLC may use and disclose this and other information you provide for a variety of purposes as set forth in our [Privacy Statement](#).

7. Communications

FCA US LLC may communicate with you for customer-service, informational, and marketing purposes. You may opt out of receiving some communications.

You consent to us sending you a text message, if you request one and submit your telephone number to us.

Customer-Service, Informational, and Marketing Communications. You agree to receive email from us at the email address you provided to us for customer service related to the Site. We may send you email communications when you have opted to receive them, such as emails about vehicle service, safety and recalls, company news, and participation in survey research. We may also send you special offers based on your selected interests. You may opt not to receive such promotional emails from us at any time by clicking on the unsubscribe link in each email or by changing your user preferences.

Text Messages from the Site. By providing FCA US LLC your mobile telephone number and requesting that we communicate information to you by text message, you consent to receive commercial text messages at that number as requested. We do not charge a fee for text messages, however, standard messaging, data, and other fees may be charged by your wireless service carrier. You are responsible for these charges. You may turn off or unsubscribe from these messages by texting STOP in reply to text messages from the Site. You may also be able to change your text message preferences using the Site.

We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. FCA US LLC is not responsible for the timeliness or final delivery of the message, as this is out of our control and is the responsibility of the cellular telephone operator or other networks.

Notices. FCA US LLC may provide you with notices by electronic mail, regular mail, or postings through the Site. You are obligated to provide FCA US LLC with a valid e-mail address for so long as you

continue to use the FCA US LLC Service and for twelve months after your termination of use of the FCA US LLC Service.

8. Your Account

You are responsible for your log-in credentials and for keeping your information accurate. You are responsible for any activity resulting from the use of your log-in credentials on the Site.

You represent and warrant that the information you provide to FCA US LLC upon registration and at all other times will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times.

Your Log-In Credentials. As a registered user, you will have log-in information, including a username and password. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you should take care to preserve the confidentiality of your username and password, and any device that you use to access the Site.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify FCA US LLC by email to dprivacy@fcagroup.com. You will be solely responsible for the losses incurred by FCA US LLC and others due to any unauthorized use of your account.

9. FCA US LLC's Content Ownership and Use

FCA US LLC and our licensors own all of the content on the Site, but you may use it while you use the Site. You cannot use our logo without our written permission.

The contents of the Site include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, components licensed to by third parties, and other FCA US LLC content (collectively, "**FCA US LLC Content**"). All FCA US LLC Content and the compilation (meaning the collection, arrangement, and assembly) of all FCA US LLC Content are the property of FCA US LLC or its licensors and are protected under copyright, trademark, and other laws in the United States and other countries.

License to You. We authorize you, subject to these Terms, to access and use the Site and the FCA US LLC Content solely for the personal, non-commercial use of FCA US LLC's services, at our discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and

with or without cause. Unauthorized use of the FCA US LLC Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original FCA US LLC Content on any copy you make of the FCA US LLC Content.

FCA US LLC Marks. FCA US LLC, the FCA US LLC logo, and other FCA US LLC logos and product and service names are or may be trademarks of FCA US LLC (the “FCA US LLC Marks”). You are not granted a license with respect to any FCA US LLC Marks. Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the FCA US LLC Marks.

Your rights under this license will terminate automatically without notice from FCA US LLC if you fail to comply with these Terms. Upon termination of the license, you shall cease all use of the Site and immediately destroy any downloaded or printed materials.

10. User Content and Intellectual Property Rights

You, or the people who allow you to use their content, own all of the content you post using the Site. However, we may use it for any purpose, including in our marketing materials. We may also modify your content to make it work better. It is very important that you have permission to use other people’s content or they may be able to sue you for violating their legal rights.

FCA US LLC Claims No Ownership. The Site may provide you with the ability to create, post, or share content (“**Your User Content**”). You or a third-party licensor, as appropriate, retain all intellectual property rights to Your User Content. You are responsible for protecting those rights.

FCA US LLC’s Use of Your User Content. By posting Your User Content on or through the Site, you grant FCA US LLC a world-wide, non-exclusive, royalty-free license to use or alter Your User Content for any purpose, including for the purpose of promoting FCA US LLC and our services. FCA US LLC will discontinue this licensed use within a commercially reasonable period after Your User Content is removed from the Site.

You Acquire No Ownership of Others’ Content. You understand and agree that you will not obtain, through use of the Site, any right, title, or interest (including intellectual property rights) in content delivered via the Site.

You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own, or have the right to grant the license set forth in these Terms, the content you post on or through the Site, (ii) the posting of Your User Content on or through the Site does not violate any rights, including intellectual property or contractual rights, of any person or entity. You agree to pay all monies owing to any person as a result of posting Your User Content on the Site.

11. Copyright Policy

Please review our [Digital Millennium Copyright Act \(“DMCA”\) Policy](#) if you believe your copyright is being infringed.

12. User Content Disclaimers, Limitations, and Prohibitions

We do not endorse, represent, or guarantee the truthfulness, accuracy, or reliability of content, posted by users (“**User Content**”) or third parties. You accept that any reliance on material posted by third parties or third-party service providers will be at your own risk.

A. Prohibited Site Uses

Do not do bad things with the Site, try to break it, or take our work.

You agree to use the Site only for its intended purpose. You must use the Site in compliance with all privacy, data protection, intellectual property, and other applicable laws.

You are solely responsible for Your User Content on the Site. You may expose yourself to liability if, for example, Your User Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

You may not:

1. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Site, user accounts, or the technology and equipment supporting the Site including scraping or any other automated means;
2. frame or link to the Site without permission;
3. use data mining, robots, or other data gathering devices on or through the Site;
4. use the Site in any manner that would otherwise inhibit or impair your ability to operate a motor vehicle;
5. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
6. disclose personal information about another person, harass or abuse another person, or post objectionable material, at our discretion;
7. post links, advertisements, or other content from competitors’ websites;
8. use the Site in an illegal way or to commit an illegal act in relation to the Site or in a way that otherwise results in fines, penalties, and other liability to FCA US LLC or others; or

9. access the Site from a jurisdiction where it is illegal, unauthorized, or penalized.

B. U.S. Export Controls

Do not use or export any software to locations where you are not allowed by U.S. law.

To the extent the Site contains software, you may not use or otherwise export or re-export software from the Site except as authorized by United States law and the laws of the jurisdiction in which the software was obtained. In particular, but without limitation, the software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Site, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Site for any purposes prohibited by United States law.

13. Consequences of Violating These Terms

If you do not act acceptably, we may refuse to provide the Site to you.

We reserve the right to suspend or terminate your account, refuse or remove Your User Content from the Site, and prevent access to the Site for any reason, at our discretion. We reserve the right to refuse to provide the Site to you in the future. You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Site.

14. FCA US LLC's Liability

We are not liable for anything our users do when using the Site. We may also change the Site at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Site or other websites.

Changes to the Site. We may change, suspend, or discontinue any aspect of the Site at any time, including hours of operation or availability of the Site or any feature, without notice or liability.

Disputes with Third Parties. We are not responsible for any disputes or disagreements between you and any third party with which you interact using the Site, such as dealers. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release

FCA US LLC of all claims, demands, and damages in disputes among users of the Site. You also agree not to involve us in such disputes. Use caution and common sense when using the Site.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Site. Similarly, we make no representations about the accuracy, reliability, completeness, or timeliness of any data from third-party service providers or the quality or nature of third-party products or services obtained through the Site. Use the Site at your own risk.

Released Parties Defined. "Released Parties" include FCA US LLC and its affiliates, officers, employees, agents, partners, and licensors.

A. DISCLAIMER OF WARRANTIES

You use the Site at your own risk.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SITE WILL MEET YOUR EXPECTATIONS, (iv) THE SITE DOES NOT INFRINGE ON THIRD PARTY RIGHTS, AND (v) ANY ERRORS IN THE SITE WILL BE CORRECTED; (C) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FCA US LLC OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY; AND (D) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL PRODUCTS AND SERVICES PURCHASED OR OBTAINED ON OR THROUGH THE SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS

THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NONCOMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

We are not liable for anything that happens to you that somehow may be connected to your use of the Site. If you use the Site in a way that causes us to be included in litigation, you agree to pay all of our legal fees and costs.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU UNDERSTAND AND AGREE THAT THE RELEASED PARTIES 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 FCA US LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SITE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; (vi) THE FAILURE OF WIRELESS SERVICE PROVIDERS IN PERFORMING SERVICES FOR FCA US LLC, OR (vii) ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR PERSONAL INJURY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF FCA US LLC CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$50. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or

resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any FCA US LLC Content, or (iii) your breach of these Terms. We shall provide notice to you promptly of any such claim, suit, or proceeding. FCA US LLC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent from FCA US LLC. FCA US LLC will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

15. General Terms

These Terms constitute the entire agreement between you and FCA US LLC concerning your use of the Site. Our failure 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 any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by FCA US LLC without restriction. Any assignment attempted to be made by you in violation of these Terms shall be void. You agree that no joint venture, partnership, employment or agency relationship exists between you and FCA US LLC as a result of these Terms or use of the FCA US LLC Service. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

16. **Arbitration, Class Waiver, and Waiver of Jury Trial**

We are located in Michigan, so all disputes must be resolved there. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Site.

These Terms and the relationship between you and FCA US LLC shall be governed by the laws of the state of Michigan without regard to its conflict of law provisions. Your use of the Site may also be subject to other local, state, national, or international laws. You and FCA US LLC agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Site under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Detroit, Michigan. You covenant not to sue FCA US LLC in any other forum.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Site or this Agreement:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;

- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

Contact Information

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