

Freedom Truck Finance - Online Privacy Statement and Website Terms of Service

Last Updated and Effective: September 20, 2018

Introduction

This Privacy Statement ("Notice") and Website Terms of Service ("Terms of Service") apply to this website or mobile application and the websites or mobile applications of Freedom Truck Finance, and its subsidiaries and affiliates (collectively "we", "us" or "our") that display this Notice and Terms of Service (each a "Site" and collectively, the "Sites"). By visiting the Sites, you are accepting our rules to use the Site stated in the Terms of Service and consenting to our collection, use, disclosure, retention, and protection of information about you and devices you use as described in this Notice. If you do not agree with the terms contained in the Notice or Terms of Service, you must immediately exit the Site.

This Notice and Terms of Service only apply to the Sites and do not apply to information collected or received by other means. Our Sites are not directed to children under the age of 18. We do not knowingly collect personal information from children under age 18. This Notice does not apply to anonymized or aggregated data that does not allow us or third parties to identify or contact you.

Additional information about our privacy and security practices may be found on our Sites. Although the additional information is provided as a resource, the terms and conditions of this Notice and Terms of Service control, and by using the Site, you agree to the terms and conditions of this Notice and Terms of Service.

To finance a truck and/or trailer with your dealer through Freedom Truck Finance, you must purchase your truck and/or trailer from a select dealer in the Freedom Truck Finance Network. The dealer will be the original creditor and assign the financing to Freedom Truck Finance. All applications are subject to credit check and approval by Freedom Truck Finance. Additional terms and conditions apply, such as vehicle make, specifications, age and mileage.

Online Privacy Statement

Collecting and Using Information

Personal Information We Collect Online

Personal Information means personally identifiable information such as information you provide via forms, surveys, applications or other online fields including name, postal or email addresses, telephone, fax or mobile numbers, or account numbers.

We collect information that you voluntarily submit to Freedom Truck Finance using one or more devices to receive products and services or related information that you request from either us or companies with which we do business. The information you submit may include personally identifiable information such as name, address, e-mail address and telephone number. We refer to such personally

identifiable information that you voluntarily submit to us in response to requests therefore on the Freedom Truck Finance Network as your "Personal Information."

We do not consider your city, state or ZIP code to be your Personal Information. We also collect information about the devices you use to access the Freedom Truck Finance Network as soon as you as you visit the Freedom Truck Finance Network. We do not consider this information to be your Personal Information.

How We Use Personal Information

Your credit history and related score are used by lenders to evaluate your loan and credit requests. Lenders use this information to see if you have missed payments, carry high balances, or are in other ways over-extending yourself financially. For this reason, it's a good idea to check your credit report to make sure inaccuracies aren't impacting your credit. These are general guidelines only, and Freedom Truck Finance uses other factors including all of your other application information in evaluating your application.

We may use Personal Information:

- to respond to your inquiries and fulfill your requests;
- to inform you about important information regarding the Site, products or services for which you apply or may be interested in applying for, changes to terms, conditions, and policies and/or other administrative information;
- to deliver marketing communications that we believe may be of interest to you, including, ads or offers tailored to you;
- to evaluate your eligibility for products or services;
- to verify your identity and/or location (or the identity or location of your representative or agent) in order to allow access to your accounts, conduct online transactions and to maintain measures aimed at preventing fraud and protecting the security of account and Personal Information;
- to allow you to participate in surveys and other forms of market research, sweepstakes, contests and similar promotions and to administer these activities. Some of these activities have additional rules, which may contain additional information about how Personal Information is used and shared;
- collected through our social media pages and other online interactions with you to assist in verifying your identity and account status. We may combine this online information with information collected from offline sources or information we already have;
- for business purposes, including data analysis, audits, developing and improving products and services, enhancing the Site, identifying usage trends and determining the effectiveness of promotional campaigns;
- for risk control, for fraud detection and prevention, to comply with laws and regulations, and to comply with other legal process and law enforcement requirements;
- to allow you to utilize features within our Sites by granting us access to information from your device such as contact lists, or geo-location when you request certain services.

Other Information We Collect Online

Other Information is any information other than Personal Information that does not reveal your specific identity or does not directly relate to an individual, such as browser information, information collected through cookies, pixel tags and other technologies, demographic information, other information provided by you such as your date of birth or household income and aggregated and de-identified data.

How We Collect and Use Other Information

We and our third-party service providers may collect and use Other Information in a variety of ways, including:

- **Through your browser or device:** Certain information is collected by most browsers and/or through your device, such as your Media Access Control (MAC) address, device type, screen resolution, operating system version and internet browser type and version. We use this information to ensure Sites function properly, for fraud detection and prevention, and security purposes.
- **Using cookies:** Cookies are pieces of information stored directly on the device you are using. Cookies we use do not contain or capture unencrypted Personal Information. Cookies allow us to collect information such as browser type, time spent on the Site, pages visited, language preferences, and your relationship with us. We use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize/tailor your experience while engaging with us, and to recognize your device to allow your use of our online products and services. We collect statistical information about the usage of the Site in order to continually improve the design and functionality, to monitor responses to our advertisements and content, to understand how account holders and visitors use the Site and to assist us with resolving questions regarding the Site. We also utilize cookies for advertising purposes. Please see the **Advertising** section below for more information.
- You can refuse to accept these cookies and most devices and browsers offer their own privacy settings for cookies. You will need to manage your cookie settings for each device and browser you use. However, if you do not accept these cookies, you may experience some inconvenience in your use of the Site and some online products and services. For example, we will not be able to recognize your device and you will need to answer a challenge question each time you log on. You also may not receive tailored advertising or other offers from us that may be relevant to your interests and needs.
- **Other technologies including pixel tags, web beacons, and clear GIFs:** These may be used in connection with some Site pages, downloadable mobile applications and HTML-formatted email messages to measure the effectiveness of our communications, the success of our marketing campaigns, to compile statistics about usage and response rates, to personalize/tailor your experience while engaging with us online and offline, for fraud detection and prevention, for security purposes, for advertising, and to assist us in resolving account holders' questions regarding use of our Site.

Please see our **Advertising** section below for more information regarding our use of other technologies.

- **IP Address:** Your IP Address is a number that is automatically assigned to the device that you are using by your Internet Service Provider (ISP). An IP Address is identified and logged automatically in our server log files whenever a user visits the Site, along with the time of the visit and the page(s) that were visited. Collecting IP Addresses is standard practice on the internet and is done automatically by many web sites. We use IP Addresses for purposes such as calculating Site usage levels, helping diagnose server problems, to personalize/tailor your experience while engaging with us online and offline, for compliance and security purposes, for advertising, and administering the Site. Please see the **Advertising** section below for more information.
- **Aggregated and De-identified Data:** Aggregated and De-identified Data is data that we may create or compile from various sources, including but not limited to accounts and transactions. This information, which does not identify individual account holders, may be used for our business purposes, which may include offering products or services, research, marketing or analyzing market trends, and other purposes consistent with applicable laws.

Disclosure and Sharing of All Information (Personal and Other Information)

We disclose Personal and Other Information (collectively “Information”) to accomplish the uses, purposes, and sharing outlined in this Notice.

We disclose Information to our affiliated companies and third parties that perform services and functions on our behalf under confidentiality agreements. These entities include, but are not limited to, dealers; financial institutions; warranty providers; roadside assistant providers; auditors; background and credit check organizations; fraud prevention service providers; marketing service providers; database managers; customer service providers and representatives; debt collectors; and others who perform technical, logistical, financial, tax, legal, compliance, or administrative functions on our behalf. These companies may use the Information we share to perform functions including, but not limited to, providing products and services; analyzing data; supplying marketing assistance; providing search results and links; sending postal mail and email; providing background and credit checks; providing fraud checks; providing customer service; supplying marketing assistance; assisting in debt collections; and providing other financial, technical, logistical, tax, legal, compliance, or administrative functions.

In addition, we may disclose Personal Information where:

- Required by law, by court rules concerning the production of records, or by an order or requirement of a court, administrative agency, law enforcement authority, or other government entity;
- We have reasonable grounds to believe that use or disclosure is necessary to protect the rights, privacy, property, or safety of our users, employees, or others;

- We have reasonable grounds to believe that the information relates to the breach of an agreement or violation of the law that has been, is being, or is about to be committed;
- It is necessary for fraud protection, risk reduction, or the establishment or collection of funds owed to us;
- It is necessary to enforce or to apply our legal agreements, to pursue remedies, or to limit damages to us;
- The information is public;
- You have provided consent or with your direction; and
- Other reasons allow it or other laws require it.

Additional Information

Third party widgets - we may allow certain widgets (e.g., social share buttons) on our Sites that enable users to easily share information on another platform, such as a social media platform. The third parties that own these widgets may have access to information about your browsing on pages of our Sites where these widgets are placed. You may wish to review information at the third-party site, such as platforms where you have an account, to determine how these third parties collect and treat such information. Also, see **Linking to other sites** and **Social media sites** below.

Advertising

Freedom Truck Finance advertises online (e.g., pages within our Sites and mobile apps through Freedom Truck Finance managed social media presences, and on other sites and mobile apps not affiliated with Freedom Truck Finance). In order to understand how advertising performs, we may collect certain information on our Sites and other sites and mobile apps through our advertising service providers using cookies, IP addresses, and other technologies. The collected information may include the number of page visits, pages viewed on our Sites, search engine referrals, browsing activities over time and across other sites following your visit to one of our Sites or apps, and responses to advertisements and promotions on the Sites and on sites and apps where we advertise.

Freedom Truck Finance uses information described in this Notice to help advertise our products and services, including prescreened offers of credit, in a variety of ways. We use such information to:

- Present tailored ads, to you including:
 - Banner ads and splash ads that appear as you sign on or off of your online accounts on our Sites, within mobile applications
 - E-mail, postal mail, and telemarketing, and,
 - On other sites and mobile apps not affiliated with Freedom Truck Finance
 - Analyze the effectiveness of our ads
 - Determine whether you might be interested in new products or services

Advertising Choices

You may set your choices for advertising in the following ways:

Online Behavioral Advertising:

If you prefer we not use information based on online Site behavior to provide online and offline tailored content and advertising, you may opt out of online behavioral advertising.

Opting out also means that the online content and advertising you receive on our non-servicing sites (i.e. before sign-in) will be untailored and will not be based on your online behavior or your relationship.

Please note that if you opt out of this advertising, you may still receive untailored advertising from Freedom Truck Finance. When accessing online account servicing areas (i.e. after sign-in), you may receive tailored content and advertising based on your account relationship. See **Important Reminder** section below.

Important Reminder

In order for online behavioral advertising opt outs from our Sites and on other sites to work on your device, your browser must be set to accept cookies. If you delete cookies, buy a new device, access our Site or other sites from a different device, login under a different screen name, or change web browsers, you will need to opt-out again. If your browser has scripting disabled, you do not need to opt out, as online behavioral advertising technology does not work when scripting is disabled. Please check your browser's security settings to validate whether scripting is active or disabled.

Mobile Applications

Freedom Finance's Mobile Applications for U.S. accounts ("Applications") allows you to access your account balances and pay bills on your mobile device. This Notice applies to any Personal Information or Other Information that we may collect through the Applications.

Linking to other sites

We may provide links to third party sites, such as credit bureaus, service providers or merchants. If you follow links to sites not affiliated or controlled by Freedom Truck Finance, you should review their privacy and security policies and other terms and conditions, as they may be different from those of our Sites. Freedom Truck Finance does not guarantee and is not responsible for the privacy or security of these sites, including the accuracy, completeness, or reliability of their information.

Social media sites

Freedom Truck Finance provides experiences on social media platforms including, but not limited to, Facebook®, Twitter®, YouTube® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. Any content you post on official Freedom Truck Finance managed social media pages, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those respective platforms. Please refer to them to better understand your rights and obligations with regard to such content. In addition, please note that when visiting any official Freedom Truck Finance social

media pages, you are also subject to Freedom Truck Finance's [Privacy Statement and Social Media User Terms](#).

Security

The security of your Personal Information is important to us. We take technical and organizational measures to protect your information against loss, destruction, unauthorized disclosure or access, both during transmission to us and once we receive it. The measures we take vary depending on the sensitivity of the information. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure.

Information that we collect about you through our website may be stored and processed in the United States or any other country in which we or our subsidiaries, affiliates or service providers maintain facilities and it may be transferred from the United States to other countries or jurisdictions around the world.

Using other aggregation websites

Other companies offer aggregation websites and services that allow you to consolidate your financial account information from different sources (such as your accounts with us or with other financial institutions) so that you can view all your account information at one online location. To do this, an aggregation provider may request access to Personal Information, such as financial information, usernames and passwords. You should use caution and ensure that the aggregator company has appropriate policies and practices to protect the privacy and security of any information you provide or to which they are gaining access. We are not responsible for the use or disclosure of any Personal Information accessed by any company or person to whom you provide your Site username and password.

If you provide your Site username, password or other information about your accounts with us to an aggregation website, we will consider that you have authorized all transactions or actions initiated by an aggregation website using access information you provide, whether you were aware of a specific transaction or action. If you decide to revoke the authority you have given to an aggregation website, we strongly recommend that you change your password for the Site to ensure that the aggregation website cannot continue to access your account.

Making sure information is accurate

Keeping your account information accurate and up to date is very important. If your account information is incomplete, inaccurate or not current, please use the Contact Us option on our Site, or call or write to us at the telephone numbers or appropriate address for changes listed, online.

Updates to this Privacy Statement

This U.S. Online Privacy Statement is subject to change. Please review it periodically. If we make changes to the Privacy Statement, we will revise the "Last Updated and Effective" date at the top of this Notice. Any changes to this Notice will become effective when we post the revised Notice on the Site. Your use of the Site following these changes means that you accept the revised Notice.

Privacy

Freedom Truck Finance is committed to respecting your privacy and protecting your personally identifiable information. Upon your request, Freedom Truck Finance shares the information you enter on this website with participating dealers in order to provide you with the information you requested, and with other service providers associated with the Services. Freedom Truck Finance account data and certain other information about you and that you enter, and/or we collect through your use of this website are subject to this Notice. You understand that through your use of the Services, including this website, you consent to the collection and use of this information.

Operate and Support our Sites and Services.

We use the information that we gather in order to operate our Sites and our services. For example, we may use the information that we collect or receive to provide support and assistance that you request or to diagnose or address technical problems in the operation of our Sites or any of our services. If you establish an account with us, we may use information about you to manage or support your account. We may identify your use of our Sites across devices, and we may use information we collect from you and receive from others to optimize your use of the Sites and our services as you use different devices.

Improving and Evolving our Services.

We constantly evaluate and improve our Sites and services, including developing new products or services and use the information we gather to do so.

To Allow You to Connect with Dealers.

When you use our service, and after you provide your contact information in order to request offers or information, we may use the information you provide us to allow you to connect with a limited number of dealers. These dealers may provide you with a savings certificate and/or offers for new or used vehicles or other products or services. We may also notify a dealer when you are at the dealer's location via geolocation information that we collect. When you choose to share your contact information with dealers, your direct interactions with those dealers will not be controlled by this Notice. You should review the applicable notices of those dealers to understand how they may use your information.

Other Contacts

We may contact you through telephone, text, or chat for other purposes, as permitted by law. This Notice only addresses our own information practices. This Notice does not apply to information you share with third parties, including but not limited to dealers, even if we link to those third parties from a Site. These third parties may have their own privacy policies governing their use of information that you can access from their websites. Our services may be offered through third party websites or mobile applications ("Partner Sites"). This Notice does not apply to Partner Sites, unless otherwise indicated on the Partner Site.

Please note that other parties may collect personally identifiable information about your online activities over time and across different websites when you use our Sites.

How Does Freedom Truck Finance Address California Privacy Rights?

California Civil Code Section 1798.83 entitles California users to request information concerning the disclosure of certain personal information to third parties for the third parties' direct marketing purposes. California users who wish to request further information in compliance with this law may contact us at 12221 Merit Drive, Dallas TX 75251 section below.

As of the Last Updated and Effective Date listed above, there is no commonly accepted response for Do Not Track signals initiated by browsers. Therefore, we do not respond to such signals or to other mechanisms that provide the ability to exercise choice regarding the collection of personally identifiable information regarding your online activities over time and across third party websites or online services.

How Does Freedom Truck Finance Handle Privacy Disputes?

By using this Site, you agree that any dispute arising out of or relating to the Sites, the Sites' content or the services or materials made available on the Sites, or regarding information collected or shared about you, is subject to the Choice of Law, Venue, and Class Action Waiver provisions in our Terms of Service.

Our Privacy Coordinator and How Can Freedom Truck Finance be Contacted Regarding Privacy Issues?

If you have any questions about this Notice, please contact our Privacy Coordinator by referring to the Contact Us section of the FreedomTruckFinance.com web page.

Website Terms of Service

Online Services

Services We Provide. You may use the Site to learn about product and service offers that we may make available on the Site and to link to our Online Payment Processing Service where you can make a payment online. By offering information, products or services through the Site, no solicitation is made by us to any person to use such information, products or services in jurisdictions where providing such information, products or services is prohibited by applicable law.

Links to Third-Party Websites. This Site links to a third-party Internet Websites that are integrated with or presented on this Site in order to provide you information or support online payments. Please be advised that any third-party site is independent of this Site, and that we exercise no control over the content or services of third-party sites.

Marketing Preferences. We may ask you to indicate your preferences for how we can market to you. Once you have indicated your preferences, we will endeavor to honor your request. All marketing will be done in accordance with applicable state and federal laws.

Online Payments. Online payment processing ("Online Payments") is a service we make available to our customers through a third-party payment processor that we have selected to support this feature. You may use Online Payment to authorize payments on your account. You also acknowledge and agree that the Online Payment feature is subject to the terms and conditions that govern the third-party payment processor's website as well as by these Terms of Service.

Credit Inquiries and Prequalification Requests. We may allow you to submit personal, company and financial information to us to make an initial determination of whether you may qualify for financing through Freedom Truck Finance. You understand that any prequalification communication we make to you is not a guarantee for an extension of credit.

Registration and Account/Profile Creation

Account Creation. We may require that you register and/or set up an account/profile to access, visit and/or use certain portions of the Site, in which case you may be provided, or required to choose, a password and/or User ID, and you may provide your name, company name, residential and company telephone number(s), personal and company email address, residential or company street address, and other personally identifiable information ("Registration Information"). Other information such as your age, gender, and the number for your mobile device or other similar device may also be requested. In addition, you may be asked to send us similar information via messaging (e.g., email, SMS, MMS, or other technologies). We may use and share your Registration Information as described in our Online Privacy Statement.

We reserve the right at any time, with or without notice, to remove or require a change to or repossess any password and/or User ID that has been provided to you, any avatar you may be using or other Registration Information, or otherwise change the access means or methods for the Site.

Accurate and Complete Registration Information. You agree, represent, warrant, and guarantee that all Registration Information provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate or pretend to be somebody else when registering and/or setting up an account/profile on the Site. If any of your Registration Information changes, you must update it promptly by using the mechanism or contact information on the Site that allows you to change or update your Registration Information, if available. If no such mechanism or contact information is available on the Service, please notify us as described in our Online Privacy Statement.

WE AND OUR INDEMNITEES (AS DEFINED BELOW), SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION. NEITHER WE NOR OUR INDEMNITEES SHALL BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.

Confidentiality of and Access to Registration Information. You will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use the Site by use of your account/profile and/or Registration Information. You may not access and/or use anyone else's Registration Information, or access, visit and/or use the Site by use of anyone else's account/profile and/or Registration Information. You may not sub-license, transfer, sell, rent or assign your Registration Information to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of these Terms of Service.

You are solely responsible for all access or visitation to, usage of, or activity on, your account/profile including, but not limited to, use of the account/profile by any person who uses your Registration Information, with or without authorization, or who has access to any computer, mobile or other device on which your account/profile resides or is accessible. You acknowledge and agree that we may, and you specifically authorize us to, process all transactions that are initiated by use of your Registration Information.

If you have reason to believe that your account/profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must immediately change the affected Registration Information by using the mechanism or contact information on the Site, if available, and/or close the account/profile. If no such mechanism or contact information is available on the Service, please immediately notify us as described in our Online Privacy Statement.

Communications to You

The communications between you and us usually use electronic means, whether you access, visit or use the Site, send us messages, or whether we post notices on the Site or communicate with you via messaging. For contractual purposes, you (a) consent to receive communications from us in electronic form; and (b) agree that all notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were

in writing. Your consent to receive communications and do business electronically, and your agreement to do so applies to all of your interactions and transactions with us.

Monitoring the Site

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Site to foster compliance with these Terms of Service. You hereby specifically agree to such monitoring. Nevertheless, we do not make any representations, warranties or guarantees that: (1) the Site, or any portion thereof, will be monitored for accuracy or unacceptable use, or (2) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with these Terms of Service.

Site Use Rules

You shall ensure that all equipment, hardware, software, products and/or services you use to access, visit, or use the Site do not disturb or interfere with our operation of the Site, or impede or interfere with others' access, visitation and/or use of the Site. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from the Site any equipment, hardware, software, product and/or services causing interference with us, our licensors, vendors, service providers, the Site or Site content.

Absent our explicit prior written consent, you may not, nor may you allow, enable, authorize, instruct, encourage, assist, suggest, inform, or promote that others, directly or indirectly, do any of the following for any reason:

- use any bots, cheats, macros, scripts, or run Maillist, Listserv or any form of auto-responder, or use any other automated process, or engage in meta-searching or periodic caching of information, to access, visit and/or use the Site;
- copy, reproduce, modify, change, edit, crop, revise, adapt, translate, enhance, reformat, remix, rearrange, resize, create derivative works of, move, remove, delete, erase, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, post, display, distribute, broadcast, perform, transmit, rent, sell, share, sublicense, syndicate, or otherwise provide to others: (i) any copyright, trademark, or other proprietary legends, symbols, marks, or notices on the Site; or (ii) any information obtained on or through the Site, except as permitted by the Copyright Act or other law or as expressly permitted in writing by us.
- copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Site content and other information available on or through the Site, including by an automated or manual process or otherwise;
- except for connecting to our servers by http requests using a browser, access or disrupt, overwhelm, attack, hack, destroy, damage, disable, impair, alter, monitor, tamper or interfere with, the Site, our networks, servers or databases;
- post, upload, transmit, send or otherwise make available on or through the Site any software disabling devices, time bombs, Trojan horses, cancelbots, viruses, worms, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature.

ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SITE, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN

ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Indemnification

You will indemnify, defend and hold harmless Freedom Truck Finance and its affiliates, partners, officers, directors, employees, and agents (collectively, "Freedom Truck Finance Entities") from all claims, whether actual or alleged (collectively, "Claims"), that arise out of or in connection with a breach of these Terms of Service, use of the Site, including any content you submit, post, transmit, modify or otherwise make available through the Site, and/or any violation of law and/or the rights of any third party.

You are solely responsible for defending any Claim against a Freedom Truck Finance Entity, subject to such Freedom Truck Finance Entity's right to participate with counsel of its own choosing, at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all Claims against a Freedom Truck Finance Entity, provided that you will not agree to any settlement that imposes any obligation or liability on a Freedom Truck Finance Entity without its prior express written consent.

Disclaimer of Warranties

THE SITE AND SERVICES OFFERED ON THE SITE, INCLUDING ALL INFORMATION AND CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO THE SERVICES OFFERED, OR ANY THIRD-PARTY WEBSITE, PRODUCT, OR SERVICE LINKED TO OR FROM THIS SITE, ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE BASIS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, AND NON-INFRINGEMENT. FREEDOM TRUCK FINANCE ENTITIES DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT ACCESS TO THE SITE AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU WILL BE UNINTERRUPTED, TIMELY OR FREE FROM ERROR OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE.

In addition, Freedom Truck Finance does not warrant against defect in any truck or other piece of equipment, and does not make any warranty of any kind, either express or implied, including representations, promises, or statements as to the condition, fitness, or merchantability of any truck or piece of equipment or services provided in connection with any truck or equipment. No advice or information, whether oral or written, obtained from Freedom Truck Finance or through or linked from this Site shall create any warranty express or implied. Freedom Truck Finance is not responsible for making repairs to any truck or piece of equipment. If you have

complaints about defects or repairs, please contact the dealer, seller, warranty company, or manufacturer directly.

Limitation of Liability; Waiver

IN NO EVENT SHALL THE FREEDOM TRUCK FINANCE ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OF DATA, INFORMATION, AND/OR CONTENT, OR OTHER INTANGIBLE LOSSES ALLEGEDLY SUSTAINED ARISING OUT OF, OR IN CONNECTION WITH THE SITE, INCLUDING ALL INFORMATION AND CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO THIS SITE OR ANY THIRD-PARTY WEBSITE, PRODUCT, OR SERVICE LINKED TO OR FROM THIS SITE OR ANY THIRD-PARTY WEBSITE, PRODUCT, OR SERVICE LINKED TO OR FROM THIS WEBSITE, OR ANY PIECE OF EQUIPMENT REFERENCED THEREIN. IN THE EVENT FREEDOM TRUCK FINANCE ENTITIES MAY HAVE LIABILITY FOR ANY CLAIM RELATED TO THE SITE, IN NO EVEN SHOULD THE LIABILITY EXCEED OF ANY FREEDOM TRUCK FINANCE ENTITIES, COLLECTIVELY, EXCEED \$10,000.

Without limiting the foregoing, any information and content 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 and hereby waive any and all claims and causes of action with respect to any damage to your computer system, internet, access, download or display device, or loss of data that results from the download of any such information and content. Your sole and exclusive remedy for dissatisfaction with any service and/or this Site is to stop using the service and/or Site. You are hereby irrevocably waive any claim (whether for injury, illness, damage, liability and/or cost) against the Freedom Truck Finance Entities arising out of your use of or inability to use, or in connection with, the Site, including any information and content on this website or any third-party website, product, or service linked to or from this Site, including any content you provide to third parties (including personally identifiable information).

Exclusions and Limitations

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