

Car Keys Express Affiliate Program

Terms & Conditions

Terms of Use

By entering into to this Agreement, you expressly acknowledge that you understand this Agreement and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN THE REFERRAL PROGRAM. THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL PRIOR VERSIONS OF THE REFERRAL PROGRAM AGREEMENT.

1. Overview of Program

- iKeyless LLC, operating under its assumed name Car Keys Express (“CKE”), provides the website and technology platform (“Car Keys Express Platform”). Through the Referral Rewards Program, CKE provides dealers with certain incentives for referring customers to the Car Keys Express Platform designed to promote Car Keys Express® mobile key replacement services. CKE has the right to determine entry to the Referral Rewards Program in its sole discretion and participation is not guaranteed. If you are approved by CKE to be a member of the Referral Rewards Program, to maintain your member status you must remain in good standing under this Agreement. Any and all benefits set forth herein apply only to approved members in good standing and no payments, rewards, incentives or other benefits are accrued or owing to non-members. The use of the terms “you,” “your,” and “yours” shall refer solely to member and shall not be interpreted as giving rise to any rights to any non-members. Employees and immediate family of iKeyless, LLC and/or Car Keys Express are not eligible to enroll or participate in the program. CKE reserves the right to modify, suspend or terminate the Referral Rewards Program or any portion thereof at any time in CKE’s sole discretion.
- Through the Affiliate Program, you can earn incentives to refer customers to the Car Keys Express Platform. One way to refer customers is through our specialized referral cards. You can also refer customers on www.carkeysexpress.com/dealerreferrals

2. Enrollment in the Affiliate Program

- To begin the enrollment process, you need to speak to your account manager or go online to www.carkeysexpress.com/dealerreferral
- By signing up for Referral Rewards, you represent and acknowledge that you have read the entirety of this Agreement and agree to be bound by the terms and conditions stated herein.
- Referrers are required to register with the Car Keys Express. Additional information may be required of the referrer to establish the Referrer’s identity. You agree that the provision of such information is a requirement of participation in the Referral Program and obtaining any Rewards available.
- We may reject your entry to the program for any reason, including, but not limited to our determination, in our sole discretion, that your Site is unsuitable for the Program. Unsuitable Sites include, but are not limited to, those that: (a) contain or link to nudity or pornography or promote sexually explicit materials; (b) promote violence; (c) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (d) promote illegal activities; (e) infringe our intellectual property rights or those of any third party or otherwise violate the rights of any third party; (f) contain, in our sole judgment, material that is defamatory, fraudulent, or harassing to us or any third party; (g)

promote the use of any Ponzi, pyramid or similar schemes; (h) contain software downloads that potentially enable diversions of commissions from other sites, (i) have a clear stated mission that is in part to support religious or politically active causes, as represented on the homepage or one of the key landing pages.

3. Modification to the Agreement

- In the event CKE modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. CKE reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued participation in the Referral Program after any such changes shall constitute your consent to such changes.

4. Payment and Qualification for Valid Referrals

- Earning Payment
 - i. Car Keys Express shall pay you a referral fee (the "Referral Reward(s)") for each valid referred user. You are responsible for regularly reviewing this Agreement and the then-current Referral Rewards for information on the current Referral Reward amount, the applicable Reward Criteria, and any additional terms. If you do not agree to any of the changes to the Referral Reward amount or terms your sole remedy is to cease providing Referrals or otherwise participating in the Affiliate Program. Car Keys Express will process all payments due to you through its third-party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law.
- Eligibility for Rewards
 - i. The Referrer ("Referee") shall receive a reward ("Reward") for each Referee to Car Keys Express who meets all the following conditions ("Valid Referral"):
 - ii. Referee account has been qualified by Account Manager
 - 1. Qualified referrals are categorized as:
 - a. Within our service area
 - b. Haven't been serviced by an AM within 1 year or referral date
 - c. Has not been in contact with our internal sales team within 6 weeks of referral date
 - iii. Referee has scheduled first service with Account Manager
 - iv. Referee has met minimum thresholds outlined below:
 - 1.
- Maximum Payment
 - i. Car Keys Express may set maximum Referral Reward amounts that you can earn through the Affiliate Program. These maximum limits may be set to apply over different time periods at Car Keys Express's choosing (for example, no more than \$2,000 in a week or \$5,000 in a month). These limitations may be changed at any time at Car Keys Express's discretion and will be communicated to you through the the Affiliate Portal, or the email or phone number associated with your Affiliate account. It is your responsibility to familiarize yourself with the current maximum payment limitations in effect if you choose to refer new Users to the Car Keys Express Platform.
- Payment Adjustment
 - i. Car Keys Express reserves the right to adjust, offset, withhold or deny Referral Rewards obtained if Car Keys Express determines or believes that the payment

was made in error or earned in violation of this Agreement. Car Keys Express's decision to adjust or withhold the Referral Rewards in any way shall be exercised in a reasonable manner

- Terms
 - i. Payment of affiliate commissions will be made on a quarterly basis. Payments will be dispersed at the end of the subsequent month. Your payment will be dispersed according to the payment method you selected in your affiliate account. If your account is terminated due to the violation of these Affiliate Terms, we reserve the right to withhold all future payments owed to You.

5. Representations and Warranties and Disclaimer

- You hereby represent and warrant that you will comply with all applicable laws and regulations (including copyright and trademark laws and anti-spam laws) in connection with your participation in the Referral Rewards Program and you will not use the Car Keys Express Platform or anything in connection with this Referral Rewards Program for any illegal or unauthorized purpose. You warrant that your participation in the Referral Rewards Program does not and will not violate any agreement between you and any third party. Except for the foregoing, neither party makes any warranties, express or implied, with respect to the Referral Rewards Program or any products or services, including without limitation implied warranties of fitness, merchantability or non-infringement of the Car Keys Express Code, the Car Keys Express Platform, or any Car Keys Express services.

6. Intellectual Property – Authorized Uses - Restrictions

- Car Keys shall own all intellectual property and other proprietary rights in the Car Keys Express Platform absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names outlined in the Car Keys Express Platform and brand guidelines are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of Car Keys Express. Car Keys Express shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
- Car Keys Express® and other Car Keys Express® logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Car Keys Express in the United States and/or other countries (collectively, the “Car Keys Express Marks”). Car Keys Express grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement and status as a member in good standing, a limited, revocable, non-exclusive license to display and use the Car Keys Express Marks and related links and materials solely in connection with generating referrals through the Referral Reward Program (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Car Keys Express's prior written permission, which it may withhold in its sole discretion. The Car Keys Express Marks may not be used in any manner that is likely to cause confusion or in any manner that is disparaging, misleading, harassing, or would

bring CKE in a negative light. This license shall immediately and axiomatically terminate upon termination of this Agreement and/or upon you losing status as a member in good standing.

- You shall not use the Car Keys Express Marks or name or otherwise advertise or promote services under the Referral Rewards Program in connection with “spamming,” unsolicited commercial email or other generally unacceptable forms of advertising that may bring discredit to or damage the Car Keys Express name or Car Keys Express Marks. Members shall discontinue any use of the Car Keys Express Marks or name upon notice by CKE of unacceptable use in connection with URL/website linking, re-directing, embedding, or other similar techniques.
- You acknowledge that Car Keys Express is the owner and licensor of the Car Keys Express Marks, including all goodwill associated therewith, and that your use of the Car Keys Express Marks will confer no additional interest in or ownership of the Car Keys Express Marks in you but rather inures to the benefit of Car Keys Express. You shall use the Car Keys Express Marks strictly in accordance with Car Keys Express's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and, upon notice, shall immediately cease any use of the Car Keys Express Marks that Car Keys Express determines to be nonconforming or otherwise unacceptable or for any reason whatever.
- You agree that you will not: (1) create any materials that incorporate the Car Keys Express Marks or any derivatives of the Car Keys Express Marks other than as expressly approved by Car Keys Express in writing; (2) use the Car Keys Express Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Car Keys Express Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Car Keys Express's rights as owner of the Car Keys Express Marks or the legality and/or enforceability of the Car Keys Express Marks, including, without limitation, challenging or opposing Car Keys Express's ownership in the Car Keys Express Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Car Keys Express Marks, any derivative of the Car Keys Express Marks, any combination of the Car Keys Express Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Car Keys Express Marks; (5) use the Car Keys Express Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard or that promotes or suggests violence, discrimination of protected classes, obscene or sexually explicit material, illegal conduct, or is otherwise determined by CKE to be objectionable.
- Violation of any provision of this License may result in immediate termination of the License, in Car Keys Express's sole discretion. If you create any materials bearing the Car Keys Express Marks (in violation of this Agreement or otherwise), you agree that upon their creation Car Keys Express exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the Car Keys Express Marks or derivative works based on the Car Keys Express Marks. You further agree to assign any interest or right you may have in such materials to Car Keys Express, and to provide information and execute any documents as reasonably requested by Car Keys Express to enable Car Keys Express to formalize such assignment.

7. Term and Termination

- This Agreement is effective upon your creation of a member account. You may cease providing Referrals at any time, for any or no reason. Either party may terminate this

Agreement at any time for any or no reason, without explanation, effective upon sending written or email notice to the other party. Car Keys Express may also suspend your participation in the Referral Rewards Program at any time, with or without notice if Car Keys Express reasonably suspects you have breached this Agreement in any way, or for dishonesty, fraud, embezzlement, gross negligence, inappropriate, offensive or unlawful behavior towards Car Keys Express employees, other Car Keys Express Users or contractors, or the public, or for other similar conduct on the part of you. Car Keys Express may terminate the Affiliate Program in part or entirely as posted on this site. Car Keys Express maintains sole discretion to prohibit your participation in the Referral Rewards Program in the future, for any or no reason. Sections 2, 6, 7 (with respect to the license and immediate revocation upon termination), and 10-18 shall survive any termination or expiration of this Agreement.

8. Confidentiality

- You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Car Keys Express's business, operations and properties ("Confidential Information") disclosed to you by Car Keys Express for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Car Keys Express in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Car Keys Express with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Car Keys Express or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Car Keys Express; becomes known to you, without restriction, from a source other than Car Keys Express without breach of this Agreement by you and otherwise not in violation of Car Keys Express's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Car Keys Express to enable Car Keys Express to seek a protective order or otherwise prevent or restrict such disclosure.

9. Relationship with Car Keys Express

- Affiliate hereby acknowledges and agrees that Affiliate and Car Keys Express are independent contractors, and nothing in the Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Neither party will have any authority to bind the other party to any contract or any performance of obligations. Affiliate as used herein is used in the limited sense of indicating affiliation with the Affiliate Program and not as an affiliated business of CKE.

10. Insurance

- Each party agrees to secure and maintain in full force and effect insurance sufficient to cover any liabilities that could reasonably be expected to arise under the Agreement. If the amount paid or payable under the Agreement exceeds \$100,000 during any 12-month period, then either party shall have the right, upon written notice to the other party, to require the other party to secure and maintain the following insurance in full force and effect throughout the remainder of the Term: (a) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) technology errors and omissions

insurance, technology professional liability insurance or similar coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and general aggregate; and (c) umbrella insurance in excess of liability in an amount not less than five million dollars (\$5,000,000) per occurrence and general aggregate. Neither party shall waive any right of subrogation under any such insurance. Each party shall furnish proof of such insurance to the other party upon reasonable request. The insurance required hereunder in no manner relieves or releases either party, its agents, subcontractors or invitees from, or limits their respective liability as to, any and all obligations assumed or risks indemnified against in the Agreement.

11. Limitations of Liability

- CKE shall not be liable to you or to any of your affiliates under the Tiered Affiliate Program or to any of your customers with respect to any claim or dispute arising under this Agreement under any theory in law or equity, including contract, negligence, tort, and strict liability, for any damages whatsoever, including direct or indirect losses or damages, or any special or exemplary damages. In no event shall CKE's liability to you or to your affiliates under the Tiered Affiliate Program exceed the total of Referral Rewards paid in accordance with the Affiliate Program. This agreement shall be governed by and in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict of laws provisions. The Parties agree jurisdiction and venue lie with Kentucky state and federal courts and to waive any challenge based on lack of jurisdiction or venue.