EveryCarListed.com Dealership Chat Terms and Conditions
Rev. August / 2011

If you have ordered EveryCarListed.com Dealership Chat from Contact at Once ® (the "Service"), you agree to the Electronic Ads and Electronic Services Terms and Conditions and the following additional terms and conditions:

1. The Service is an add-on service that works with EveryCarListed.com Gold services. The Services allows users of EveryCarListed.com ("Shoppers") to communicate with you through instant messaging (IM) or other means of electronic communication using a browser-based user interface ("Chat Service") provided by a third party contracted by us ("Contact at Once"). You agree that we may share your information with Contact At Once and that Contact At Once is permitted to contact you directly. Before using the Chat Service, you agree to the terms of Contact at Once's Merchant Agreement. If you do not agree to those terms, you should not use the Chat Service.

2. Notwithstanding anything to the contrary contained in Section 4 of the Terms and Conditions included in the Advertising Agreement, at any time after the Chat Services have been provided for 90 days, you may cancel the Chat Services, to be effective as of the end of the then-current billing cycle, by calling 888-789-2509. In the event of cancellation, you will remain responsible for all charges incurred through the effective date of cancellation.

3. You understand that all information, data, text, files, and other materials that are generated by you and the Shopper with whom you are corresponding through the Chat Service (collectively, the "Conversation Content") are the sole responsibility of the person from which such Conversation Content originates. This means that you, not us or Contact at Once, are entirely responsible for all Conversation Content that you upload, post, or otherwise transmit via the Chat Service. We do not control the Conversation Content posted via the Chat Service and, as such, do not guarantee the accuracy, integrity or quality of the Conversation Content. You understand that by using the Chat Service, you may be exposed to Conversation Content that is offensive, indecent or objectionable. Under no circumstance are we liable in any way for any Conversation Content, including, but not limited to, for any errors or omissions in any Conversation Content, or for any loss or damage of any kind incurred as a result of the use of any Conversation Content posted or otherwise transmitted via the Chat Service.

4. You acknowledge that we or Contact at Once own the transcripts of your IM conversations, and that we may keep those transcripts and may share them with the Shopper with whom you had those IM conversations and with Contact at Once.

5. As a condition of your use of the Chat Service, you represent and warrant that you will not use the Chat Service for any purpose that is unlawful or prohibited by this Agreement. In doing so, you agree to be solely responsible and liable for your acts or omissions arising from or related to the Chat Service. By ways of example, and not as a limitation, you agree not to use the Chat Service to:
   a. Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights of others.
   b. Publish, distribute or disseminate any harmful, inappropriate, profane, indecent, unlawful, immoral or otherwise objectionable material, information, or communication.
   c. Transmit or upload any material to any of the pop-up screens or windows associated with the Chat Service that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
   d. Interfere with or disrupt the Chat Service.
   e. Interfere with another individual's or entity's use and enjoyment of the Chat Service.
   f. Interfere with or disrupt the Chat Service or servers or networks connected to the Chat Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Chat Service.
   g. Violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law.

6. You acknowledge that you may receive information that identifies a Shopper or can be used to identify or contact a Shopper (the "Shopper Personally Identifying Information") and you agree to indemnify us against all losses, costs and expenses (including reasonable attorneys' fees and court costs) and damages from, or account of or in connection with your receipt and/or use of any such Shopper Personally Identifying Information.

7. You acknowledge that Shoppers may request a copy of their IM conversations, and that such copies may be automatically be sent via email, and that such e-mail communication is unencrypted and you assume all responsibility for any damages you may suffer as the result of any unauthorized disclosure of those transcripts resulting from any such e-mail communication.

   You acknowledge that the Chat Service includes optional features that allow you to request automatic emails from the Chat Service (conveying IM conversations and/or form-based information provided by a Shopper) that

will be sent unencrypted and you assume all responsibility for any damages we or a Shopper may suffer as the result of any unauthorized disclosure of those transcripts resulting from any such e-mail communication.

8. You agree to defend, indemnify and, hold us and our affiliates harmless from any liabilities or costs, including attorneys' fees and expenses, resulting from (i) any Conversation Content you submit, post, transmit or make available through the Chat Service, (ii) your improper use of the Chat Service or (iii) your violation of this Agreement.
9. Notice; Changes to Terms. You agree to maintain a working email address and to notify us immediately of any changes to the email address, during the period covered by the Advertising Agreement. We reserve the right to change the terms on which we provide the Chat Service and may change these terms and conditions by providing you notice via e-mail or by posting such changes online on Everycarlisted.com. Your continued use of the Chat Service following such changes will constitute consent to such changes. In addition, we reserve the right to terminate the Chat Service at any time for any reason.
10. Disclaimers. We do not warrant that the Chat Service will be uninterrupted or error free, or warrant any connection or transmission over the Internet. We make no warranty and will have no liability related to services provided by third parties or the functionality or content of any application not owned by us.