

TERMS & AGREEMENT FOR USE OF ONLINE PAYMENT SERVICE

1. Definitions

"Service" means the TAC ACCEPTANCE GROUP ("TAC") Customer Payment Portal service provided by Finance Express/DealerSocket ("Portal") and any other online product or service offered through TAC's website in which you have enrolled, which allows you to electronically access Account (as defined below) and transaction information and view statements or other disclosures on a personal computer or wireless device. The words "we", "us", and "our" refer to TAC and any agent, independent contractor, designee or assignee that TAC may, in its sole discretion, involve in the provision of the Service. The words "you" and "your" mean the individual(s) or entity(ies) using the Service. As used in this Agreement Regarding Online Services ("Agreement"), "Account" means the account(s) you have with TAC.

2. Applicability

This Agreement between you and TAC governs your use of the Service. By subscribing to the Service or using the Service, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement.

3. The Service

You may use an electronic device to access the Service, and can use the Service to make payments or direct us to make payments to your TAC Account(s). You may also access Account and transaction information on your eligible Account. Not all TAC accounts may be eligible for electronic payments using the Service. You may access the Service using the TAC Website. You agree that you will use the Service, and any products or services received as a result of your use of Service, in a manner consistent with this Agreement. We may also add, modify, or delete any feature of the Service in our sole discretion. We may, but are not required to, provide you with notice of any change or termination in the Service. We may, but are not required to, send you notice when new features are added to or changed on the Service.

You agree to indemnify and hold TAC and all third party content providers which provide content for the Service (either through links or otherwise), harmless from any loss, including reasonable attorney's fees, related to any claim made by any third party relating to content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, and any harm you cause another user of the Service.

4. Software and Hardware Requirements

You may access the Service using the TAC Website.

For your security, you should run up-to-date virus and spyware protection software on your personal computer. You should also have a personal firewall installed and up-to-date. Finally, you should keep your operating system patched and up-to-date as well.

Equipment Requirements

Compatible Browsers

- Mozilla
- Firefox

Compatible Operating Systems

- Windows 10
- Windows 8

- Google
- Chrome
- Opera
- Safari
- Internet Explorer
- Windows 7
- Windows Vista
- Windows XP
- Max OS
- Android
- iOS

Device

You may use any internet capable device or personal computer to access the website

Document Viewing

Documents available for viewing may require software such as Adobe PDF Viewer or similar products.

5. Security

User ID and Password

You will be asked to provide a valid email address as your personal User ID, and a Password consisting of alpha-numeric characters, which you will use to obtain access to your Account(s) at TAC. If you have multiple accounts, you will use one User ID and password to access all accounts. You authorize us to follow any instructions entered through the Service using your User ID and Password. Because your User ID and Password can be used to access money in your Account(s) and to access information about these Account(s), you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM Security code and other sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons.

Additional Security Measures

In addition to your User ID and Password, we may ask you to create and provide responses to additional authentication questions that only you and TAC will know in order to verify your identity. You will be asked to create these questions and responses one time and will be presented with a question and prompted for a response at random when you access the Service. These questions and your correct responses help us to provide stronger protection of your account information. We reserve the right to prevent access to the Service for security reasons or if we suspect fraud. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization. TAC does not and will not assume any liability for unauthorized or fraudulent use of the Service.

You agree not to give or make available your User ID, Password, or Account number(s) to any person who is not authorized to access your Account(s). If someone to whom you have granted authority to use your User ID and Password exceeds such authority, you are fully liable for all transfers and payments made by such person until you have notified us that you have terminated the authority granted to such person and have given us a reasonable period of time to act upon such notice. We may require that you put such notice in writing. Upon receipt of such notice, we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded such authority.

We reserve the right to refuse to allow you to use the Service. Any user of this Service shall comply with all applicable laws and regulations, including the laws and regulations administered by the U.S. Treasury Office of Foreign Assets Control (OFAC).

6. Balance Inquiries

You may use the Service to check the balance of your Account(s). The balances shown may differ from your records because they may not include recent payments or charges. No fee is charged by TAC for access to the Service.

7. Payments

You may make payments through the Service to your TAC Account(s). If available, you can set up automatic payment of your Account(s) from a checking account via ACH or via credit card. You may schedule payments to be processed on the day that you schedule a payment, on a future date, or on the same date each month, subject to the restrictions in this Agreement.

8. Stopping or Modifying Payments

You cannot use the Service in order to change a scheduled recurring payment. You can only change a recurring payment by calling TAC's Customer Support Department at (512) 687-9950. If you call us, we may also require you to put your request in writing and send it to us within fourteen (14) days after you call us.

9. Cut-off Time for Payments Made by Bank Account or Credit / Debit Card

Generally, credit card, debit card and one-time bank account payments made before 11:00 P.M. Eastern Time, USA, on a day that is not the last day of the month will post to the Account on the same day. Generally, payments made after 11:00 P.M. Eastern Time, USA, on a day that is not the last day of the month will post to the Account on the next day. However, there are many circumstances beyond the control of TAC and its service provider that may interfere with the timely posting of accounts; therefore, it is strongly recommended that you not wait until the payment due date to make a payment.

10. Communications Consent

You agree that TAC and any of its affiliates, agents or service providers may call you, leave you a voice prerecorded, or artificial voice message, or send you an e-mail, or other electronic message for any purpose related to the servicing and collection of your Account(s) with TAC, for surveys or research or for any other informational purpose related to your Accounts(s) with TAC (each a "Communication"). You agree that TAC and any of its affiliates, agents or service providers may call you at any telephone number associated with your Account(s), including cellular telephone numbers, and may send an e-mail to any email address associated with your Account(s), including any phone numbers, e-mail addresses or any other contact information provided by you regarding your use of the Service. You also agree that TAC and any of its affiliates, agents or service providers may include your personal information in a Communication and may conduct a Communication using an automatic telephone dialing system. TAC will not charge you for a Communication, but your service provider may. In addition, you understand and agree that TAC and any of its affiliates, agents or service providers may always communicate with you in any manner permissible by law that does not require your prior consent.

11. Change in E-Mail Address

If the e-mail address you provide to TAC regarding the Service should change, you must contact TAC immediately at the then current address/phone number on its website or through the

Service. TAC is not responsible for communications or other information that is not received by you due to you not having an updated email address on file. TAC is not responsible for any fees or delinquency status that you may incur because your communication is not received. You are still responsible for making your monthly payments due to TAC on or by the contractual due date.

12. How to Withdraw Consent / Termination

You may terminate your use of the Service by providing notice at least ten (10) days prior to the date on which you wish to have your Service terminated. You may terminate it by contacting us at our then current phone and address or by using the Service. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a request to terminate your use of the Service. We may require that you put your request in writing. If there is more than one Account owner or if more than one person is authorized to access the Account via the Service, we may terminate the Service upon the request of any Account owner or person authorized to access the Account. Subject to applicable law, we may terminate your use of the Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments and other transactions in process, and all accrued fees and charges.

13. Joint / Multiple Owner Accounts

For joint Accounts, either or both Account holder may enroll for the Service. The email address you provide at time of enrollment will receive any applicable Communications, subject to any changes you make to such email address through the Service or by contacting us. It is your responsibility to notify us if your contact information changes. You can update your contact information via the Service or by contacting us at our then current phone number or address on our Web Site.

14. Errors with Transactions Regarding Your Account

Errors may occur regarding your Account due to circumstances beyond our control that prevent the proper completion of a transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. Mail, interruption in your electrical power or telephone, the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your electronic device or related software, hardware of telephone line. Furthermore, errors may occur if you have not properly followed the instructions for using the Service.

15. Error Resolution Notice

In case of errors, unauthorized access, or questions about the Service or your Electronic Payments, telephone us at:

512-687-9950

Or write:

**TAC Acceptance Group: Customer Support
P.O. Box 153156
Austin, TX 78715**

Contact TAC as soon as you can if you think your statement or information regarding a transaction is wrong or you need more information about a transaction, or if you believe your user ID and /or password have been forgotten or stolen.

When contacting TAC regarding an error resolution, please be prepared to communicate the following information:

- a. Your name and social security number.
- b. The error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. The dollar amount of the suspected error.

If you tell us orally, we may require you to send us the information or question in writing.

16. Electronic Messaging

This Service provides you with the ability to send and receive electronic messages to and from us. Please remember that we will not immediately receive an electronic message sent by you. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. If you need to contact us immediately, please call us.

Electronic messaging CANNOT be used to notify us of lost or stolen User IDs or Passwords or unauthorized transactions. Notice of these occurrences must be done as specified in the Section titled Error Resolution Notice. From time to time, we may send important notices to you concerning your use of the Service by electronic messaging. From time to time, we may send important notices to you concerning your use of the Service by electronic messaging. The electronic messaging service may not be used to send or receive email messages to or from the general public.

17. Disclaimer of Warranty and Limitation of Liability

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO YOU OR TO ANY OTHER PERSON IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, THE SERVICE OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT ERROR, OR THAT THE SERVICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED PURSUANT TO THIS AGREEMENT OR BY REASON OF YOUR USE OF THE SERVICE, INCLUDING LOST DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM AN INTERRUPTION IN THE AVAILABILITY OF THE SERVICE, OR ANY COMPUTER VIRUS THAT YOU MAY ENCOUNTER USING THE SERVICE. WE ENCOURAGE YOU TO ROUTINELY SCAN YOUR ELECTRONIC DEVICE USING A RELIABLE VIRUS PROTECTION PRODUCT TO DETECT AND REMOVE VIRUSES FROM YOUR ELECTRONIC DEVICE.

BY ACCESSING THE SERVICE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST TAC AND ANY THIRD PARTY CONTENT PROVIDERS REGARDING THE INFORMATION PROVIDED AS PART OF THE SERVICE AND ANY INFORMATION RECEIVED BY YOU AS A RESULT OF USING THE SERVICE, AND ANY USE BY YOU OF SUCH INFORMATION. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL TAC OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR ITS CONTENTS OR SERVICES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE, DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES (EVEN IF TAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM: (1) THE USE OF OR INABILITY TO USE THE SERVICE, (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE SUCH INFORMATION, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION, (3) THE COST OF SUBSTITUTE GOODS OR SERVICES, OR (4) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THE SERVICE. TAC SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, PROCEDURE, OR SERVICE OBTAINED THROUGH THE SERVICE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TAC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE OR CLAIM RELATED TO THIS AGREEMENT, THE SERVICE, ANY PRODUCTS OR SERVICES OBTAINED THROUGH USE OF THE SERVICE, OR PRIVACY POLICY RELATED TO THE SERVICE, IS YOUR CESSATION OF THE USE OF THE SERVICE.

18. General

a. Entire Agreement

Except as provided in this Section 18(a) below, this Agreement constitutes the complete and exclusive agreement related to the Service, and supplements any other agreement or disclosure related to your Account(s). In the event of a conflict between this Agreement and any other agreement or disclosure related to your Account(s) or any statement by our employees or agents, this Agreement shall control as to the subject matter addressed herein.

If you also consent to the terms of the Agreement to Receive Electronic Communications (the "Electronic Communications Agreement"), then this Agreement and the Electronic Communications Agreement both govern your use of the Service. In the event of a conflict between this Agreement and the Electronic Communications Agreement, this Agreement shall control as to the subject matter addressed herein.

b. Waivers

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

c. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any agents, representatives, affiliates and / or third parties.

d. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Texas without regard to that state's conflict of law provisions.

e. Compliance with Applicable Laws

Any user of this Service shall comply with all applicable laws. We reserve the right to refuse to process any transaction we reasonably believe violates applicable law or we believe is made in connection with any unlawful transaction or activity. We will notify you if we do not process a transaction.

f. Amendments

We may amend this Agreement from time to time by posting the amended Agreement on our website along with a notice that this Agreement has been amended, or by any other reasonable notification method. You may obtain the most recent version of this Agreement by calling us to request a copy. Continued use of the Service following notice of amendment of the Agreement by TAC constitutes your acceptance of any amendments to this Agreement and your agreement to comply with any changes.

g. Severability

If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

h. Service Hours

The Service is available 24-hours a day, seven days a week, except during maintenance periods.

i. Service Notifications

We may add, modify or discontinue the Service at any time, including changing the terms and conditions governing the Service or changing our Service Provider. You agree that we may send you electronic notifications concerning the Service, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our sole discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

j. Confidentiality

Subject to applicable law, we will disclose information to third parties about you and your Account(s): (i) where it is necessary for completing payment transactions; (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in our Consumer Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

k. Access to other Products and Services

We may provide you access to other financial products and / or services offered by TAC, its affiliates, or third parties with whom we have contracted. Access to these products or services may be provided through the use of hyperlinks within the Service. You agree that when you use these other services, you will be subject to any terms and conditions applicable to the particular product or service. In the event of a conflict between this Agreement and any terms and conditions applicable to other services, this Agreement shall control as to the subject matter addressed herein.