



## ADDENDUM TO DEALER AGREEMENT

This Amendment effective as of the last date written below is attached to and made a part of the agreement by and between Wolters Kluwer Financial Services, Inc. and ["Dealer"] dated ("Dealer Agreement").

The following terms apply with regard to any dealings between Dealer and Automotive Credit Corporation conducted through the AppOne System.

The parties hereby agree as follows:

- 1. ACC Dealer Direct.** ACC owns and operates the website located at [www.ACCDealerDirect.com](http://www.ACCDealerDirect.com) which assists Dealers and ACC in the application of credit and Installment Contract process as well as other matters relating to this Agreement, using such features and operations as ACC may provide at the website. Dealer agrees that any use of the website by Dealer shall be governed by this Agreement and the terms and conditions of the website (*i.e.*, Terms of Use) which are hereby incorporated into this Agreement and made a part hereof. Dealer acknowledges and understands that the terms and conditions of the website (*i.e.*, Terms of Use), and any information, materials, features and operations contained in the website, are subject to change by ACC at any time and without notice. Any use of the website after posting of any revisions shall constitute acceptance of the revised terms and conditions (*i.e.*, Terms of Use). Dealer is responsible for periodically reviewing the website for revisions. In the event of a conflict between the terms and conditions of the website (*i.e.*, Terms of Use) and this Agreement, the terms of this Agreement shall prevail.
- 2. GPS and Starter Interrupt Devices.** In the event that ACC conditions the purchase of a Contract on the installation and use of a starter interrupt and/or GPS tracking device (the "Device"), Dealer represents and warrants that: (a) it shall install the Device as directed by ACC and as set forth in the applicable Purchase Program; (b) the amounts charged for the Vehicle and for all related goods and services were not increased to cover the cost of the Device; (c) Dealer paid for the Device and the Consumer has not paid for or otherwise been asked to cover the cost of the Device; (d) Dealer made all disclosures to the Consumer that ACC has requested in connection with the installation and use of the Device, and the conditioning of the purchase of the Installment Contract on said installation and use of the Device; (e) Dealer accurately described the requirement for the Device and all aspects relating to the Device, including, but not limited to, not misrepresenting to the Consumer what the Device is and why it has been installed on the

Vehicle; and (f) Dealer complied with all requirements related to the Device as set forth in the Purchase Program and any program sheets, notices or other communications, including but not limited to, notifying the Consumer that s/he is free to obtain a vehicle or vehicle financing from another source that does not require installation of the Device.

3. **Other Provisions.** Except as expressly modified by this Addendum, all provisions of the Agreement shall remain operative.

The undersigned hereby warrant and represent that they have the authority to enter into this Amendment to Dealer Agreement and have agreed to the terms and conditions set forth herein. In all other respects, the Dealer Agreement is affirmed and approved.

Wolters Kluwer Financial Services, Inc.

By: \_\_\_\_\_  
Authorized Representative Signature

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

Dealership: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative Signature (Must be Dealer Principal or Owner)

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

Automotive Credit Corporation

By: \_\_\_\_\_  
Authorized Representative Signature

John P. Cavanaugh, Chief Financial Officer

Date: \_\_\_\_\_