

Terms of Service

Effective Date: May 8, 2026 · **Version:** 1.0 · **Contact:** legal@zipdeal.com

These Terms of Service ("Terms") govern your access to and use of the marketing website at <https://zipdeal.com> and the application services operated on subdomains of zipdeal.com (collectively, the "Sites" and "Services") provided by ZipDeal, LLC. ("ZipDeal," "we," "us," or "our"). By accessing or using the Sites or Services, you agree to be bound by these Terms. If you do not agree, do not access or use the Sites or Services.

If you access the Services on behalf of an organization (such as a dealership or dealer group), you represent that you have authority to bind that organization to these Terms, and "you" and "your" refer to both you individually and that organization.

1. The Services

ZipDeal provides a software-as-a-service platform for automotive dealerships and their staff to manage deals, customer interactions, vehicle inventory, and related workflows. ZipDeal is primarily a business-to-business service intended for use by authorized personnel of subscribing dealerships ("Customers") and their authorized end users ("Authorized Users").

These Terms apply to all use of the Sites and Services, including by visitors browsing the marketing site, prospects evaluating the Services, and Authorized Users of subscribing Customers. Use of the Services by a Customer is also subject to the master subscription, order form, or other written agreement between that Customer and ZipDeal (the "Customer Agreement"). In the event of a conflict between these Terms and a Customer Agreement, the Customer Agreement controls with respect to that Customer.

2. Eligibility and Accounts

2.1 Eligibility

The Services are intended for use by businesses and individuals at least 18 years of age. The Services are not directed to children, and you may not access or use the Services if you are under 13 (or under 16 in jurisdictions where that is the applicable threshold).

2.2 Account Registration

To access most features of the Services, you must register for an account or be invited by an authorized administrator at a subscribing Customer. You agree to provide accurate, current, and complete information and to keep that information up to date.

2.3 Account Security

You are responsible for safeguarding your credentials and for all activity that occurs under your account. You agree to use strong, unique passwords, to enable multi-factor authentication where available, and to notify ZipDeal promptly at security@zipdeal.com of any suspected unauthorized access. ZipDeal is not liable for any loss or damage arising from your failure to protect your credentials.

2.4 Authorized Users

A Customer may permit its employees and contractors to access the Services as Authorized Users, subject to the seat counts, roles, and permissions provided in the Customer Agreement and configured within the Services. The Customer is responsible for the acts and omissions of its Authorized Users and for ensuring that each Authorized User complies with these Terms.

3. Acceptable Use

You agree not to, and not to permit any Authorized User or third party to:

- access or use the Services in violation of any law, regulation, or third-party right;
- copy, modify, translate, or create derivative works of the Services, or reverse engineer, decompile, or disassemble any part of the Services, except to the extent applicable law expressly permits;
- rent, lease, sublicense, sell, or otherwise commercially exploit the Services, or make the Services available to anyone who is not an Authorized User;
- circumvent, disable, or interfere with security, authentication, rate-limiting, or access-control features of the Services;
- probe, scan, or test the vulnerability of the Services, or breach any security or authentication measures, except in accordance with a written authorization from ZipDeal (e.g., as part of a coordinated disclosure program);
- upload, store, or transmit any content or code that contains viruses, worms, or other malicious components, or that infringes, misappropriates, or violates the intellectual property, privacy, publicity, or other rights of any person;
- use the Services to send unsolicited communications, "spam," or any communication that violates the Telephone Consumer Protection Act, CAN-SPAM, or similar laws;

- use the Services to build a competing product, benchmark the Services for competitive purposes, or copy any feature, function, or graphic of the Services;
- impersonate another person or misrepresent your affiliation with any person or organization;
- use any robot, scraper, or other automated means to access the Services other than through interfaces and methods we expressly provide.

ZipDeal may suspend or terminate access to any user or Customer that we reasonably believe has violated this section, with notice where practicable.

4. Customer Data

4.1 Definition

"Customer Data" means information, content, and records that a Customer or its Authorized Users upload, enter, or generate within the Services, including data about deals, customers, vehicles, trade-ins, financing, and related workflows.

4.2 Ownership

As between the parties, the Customer retains all right, title, and interest in and to its Customer Data. ZipDeal claims no ownership of Customer Data.

4.3 License to ZipDeal

The Customer grants ZipDeal a limited, non-exclusive, worldwide license to host, copy, transmit, display, and process Customer Data solely as necessary to provide and support the Services, to prevent or address service or technical problems, to enforce these Terms, and to comply with law.

4.4 Customer Responsibility

The Customer is solely responsible for the accuracy, quality, integrity, legality, and appropriateness of Customer Data, for obtaining all necessary rights and consents to upload Customer Data to the Services, and for ensuring that its use of the Services complies with applicable law (including consumer-protection, automotive-finance, and privacy laws).

4.5 Privacy

ZipDeal's processing of personal information in connection with the Services is described in the **ZipDeal Privacy Policy** and the **ZipDeal Cookie Policy**, each of which is incorporated into these Terms by reference. With respect to personal information that Customers upload about their end customers, ZipDeal acts as a processor (or "service provider" under U.S. state privacy laws) on behalf of the Customer.

4.6 Aggregated and De-Identified Data

ZipDeal may generate aggregated or de-identified data from Customer Data and use it for purposes such as operating, securing, and improving the Services and producing benchmarks or analytics, provided that such data does not identify the Customer or any individual.

5. Fees and Payment

5.1 Fees

Customers pay the fees set forth in their Customer Agreement or applicable order form. Unless otherwise stated, fees are quoted and payable in U.S. dollars and are exclusive of applicable taxes, duties, and similar charges, which the Customer is responsible for paying.

5.2 Invoicing and Payment Terms

Unless otherwise stated in the applicable order form, fees are invoiced in advance and are due net 15 days from the invoice date. Late amounts may bear interest at the lesser of 1.5% per month or the maximum rate permitted by law, and the Customer is responsible for collection costs (including reasonable attorneys' fees).

5.3 Suspension for Non-Payment

If a Customer's account is more than 15 days past due, ZipDeal may, with prior notice, suspend the Services until the account is current, in addition to its other rights and remedies.

5.4 No Refunds

Except as expressly stated in a Customer Agreement or required by law, all fees are non-refundable, and amounts paid are non-cancellable.

6. Term and Termination

6.1 Term

These Terms apply for as long as you access or use the Services. The term and renewal of paid subscriptions are governed by the applicable Customer Agreement.

6.2 Termination by You

You may stop using the Services at any time. Termination of a paid subscription is governed by the Customer Agreement.

6.3 Termination by ZipDeal

ZipDeal may suspend or terminate your access to the Services, with or without notice, if (a) you materially breach these Terms or any Customer Agreement; (b) your use poses a security, legal, or operational risk to ZipDeal, other customers, or third parties; (c) required by law; or (d) the Customer Agreement under which you access the Services expires or is terminated.

6.4 Effect of Termination

On termination, your right to access and use the Services ends. The Customer's right to retrieve Customer Data following termination is governed by the Customer Agreement and the ZipDeal Privacy Policy. Sections that by their nature should survive (including Sections 4.4, 7, 8, 9, 10, 11, 12, and 13) will survive termination.

7. Intellectual Property

7.1 ZipDeal Property

The Services, the Sites, and all software, technology, designs, text, graphics, logos, and other content provided by ZipDeal (other than Customer Data) are owned by ZipDeal or its licensors and are protected by intellectual-property laws. ZipDeal grants Customers and Authorized Users a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the subscription term solely for their internal business purposes and in accordance with these Terms and any Customer Agreement.

7.2 Trademarks

"ZipDeal" and the ZipDeal logo are trademarks of ZipDeal, LLC. You may not use these marks without our prior written consent.

7.3 Feedback

If you provide ZipDeal with suggestions, ideas, enhancement requests, or other feedback regarding the Services ("Feedback"), you grant ZipDeal a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate the Feedback into the Services and our other products and services, without obligation to you.

7.4 Reservation

All rights not expressly granted to you in these Terms are reserved by ZipDeal and its licensors.

8. Confidentiality

Each party may have access to non-public, confidential, or proprietary information of the other party ("Confidential Information"). The receiving party will use the disclosing party's Confidential Information only as necessary to exercise its rights and perform its obligations under these Terms, will protect it using at least the same care it uses for its own confidential information of like importance (and no less than reasonable care), and will not disclose it to any third party except to its employees, contractors, and advisors with a need to know who are bound by confidentiality obligations no less protective than this section. Confidential Information does not include information that is or becomes publicly available without breach, was rightfully known prior to disclosure, is rightfully obtained from a third party without restriction, or is independently developed without use of the disclosing party's Confidential Information.

9. Warranties and Disclaimers

9.1 Mutual Warranties

Each party represents that it has the legal power and authority to enter into and perform these Terms.

9.2 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN A CUSTOMER AGREEMENT, THE SITES AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ZIPDEAL DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ZIPDEAL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED.

9.3 No Professional Advice

The Services are tools to help dealerships manage deals and workflows. They do not provide legal, regulatory, tax, accounting, financial, or compliance advice. The Customer is responsible for ensuring that its use of the Services and the resulting documents, deals, and disclosures comply with applicable law.

10. Indemnification

The Customer will defend, indemnify, and hold harmless ZipDeal, its affiliates, and their respective officers, directors, employees, and agents from and against any third-party claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Customer Data; (b) the Customer's or any Authorized User's use of the Services in violation of these Terms

or applicable law; (c) any breach of Section 3 (Acceptable Use); or (d) any dispute between the Customer and any of its end customers, employees, or third parties.

11. Limitation of Liability

EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY, OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL-PROPERTY RIGHTS:

- IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.
- EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE GREATER OF (i) THE FEES PAID OR PAYABLE BY THE CUSTOMER TO ZIPDEAL FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100).

THESE LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND ARE A FUNDAMENTAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN OF THESE LIMITATIONS, AND THEY APPLY ONLY TO THE EXTENT PERMITTED BY LAW.

12. Governing Law and Disputes

These Terms are governed by the laws of the State of Texas, excluding its conflict-of-laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas for any dispute arising out of or relating to these Terms or the Services, except that either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual-property rights or Confidential Information.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

13. Modifications to the Terms or Services

ZipDeal may modify these Terms from time to time. The "Effective Date" at the top reflects the most recent version. Material changes will be communicated through the Services or by other reasonable means.

Continued use of the Services after the effective date of an updated version constitutes acceptance of the changes. If you do not agree with the changes, you must stop using the Services.

ZipDeal may also update, change, or discontinue features of the Services at any time. We will use commercially reasonable efforts to avoid materially diminishing the core functionality of the Services during a paid subscription term.

14. Beta and Pre-Release Features

From time to time, ZipDeal may make beta, preview, or other pre-release features available ("Beta Features"). Beta Features are provided "AS IS," may be changed or discontinued at any time, and are excluded from any service-level commitments. Use of Beta Features is at your own risk.

15. Third-Party Services

The Services may interoperate with third-party services (such as DMS, CRM, identity providers, and communications providers) that the Customer chooses to use. ZipDeal is not responsible for any third-party service, and your use of any third-party service is governed by your agreement with that third party.

16. Government Use

The Services are "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction, release, performance, display, or disclosure by the U.S. government is governed solely by these Terms.

17. Export and Sanctions Compliance

You may not access or use the Services in violation of U.S. export controls or economic sanctions, and you represent that you are not located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive U.S. sanctions, and that you are not on any U.S. government list of restricted parties.

18. Force Majeure

Neither party will be liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental action, internet or telecommunications failures, or epidemics.

19. Assignment

You may not assign or transfer these Terms or any rights or obligations under them without ZipDeal's prior written consent, and any attempted assignment in violation of this section is void. ZipDeal may assign these Terms in connection with a merger, acquisition, financing, reorganization, or sale of all or substantially all of its assets. These Terms will bind and benefit the parties and their permitted successors and assigns.

20. Notices

Notices to ZipDeal must be sent to legal@zipdeal.com. Notices to you may be sent to the email address associated with your account or posted within the Services and are deemed given when sent or posted.

21. Entire Agreement; Miscellaneous

These Terms, together with the Privacy Policy, the Cookie Policy, and any applicable Customer Agreement and order form, constitute the entire agreement between you and ZipDeal regarding the Sites and Services and supersede all prior or contemporaneous agreements, communications, and proposals. If any provision of these Terms is held to be unenforceable, the remaining provisions will remain in full force and effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. No waiver of any provision of these Terms is effective unless in writing and signed by the waiving party. The parties are independent contractors; nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

22. Contact

Questions about these Terms should be directed to:

ZipDeal, LLC.

Legal Contact: Brandon Lorenz

Email: legal@zipdeal.com

Website: <https://zipdeal.com>