



If you do not wish to be bound by the Agreement, you should not access, subscribe to, or otherwise use a Mechanical Breakdown Protection, Inc. ("MBPI") Website. MBPI may modify this Agreement at any time upon posting of the modified terms at [Data Sharing Agreement](#). The following terms and conditions apply to your use and access to any website owned and operated by MBPI or its subsidiaries, or affiliates. The terms "You" or "Your" refer to you, the person using or accessing the MBPI Website.

You should carefully read this Agreement. By using or accessing a MBPI Website, You agree to these terms and conditions. To use a MBPI Website, You represent that You are at least 13 years old (with legal parental or guardian consent) or an adult at least 18 years of age and fully competent to enter into this Agreement.

1. **Customer Information.** As the term is defined in the GLBA Safeguards Rule (16 C.F.R. § 314.2), "Customer Information" means any nonpublic personal financial information collected by MBPI, or a customer of MBPI, about MBPI's customers, including:
 - a. Information a consumer provides in order to obtain a financial product or service;
 - b. Information about a consumer resulting from any transaction involving a financial product or service;
 - c. Any information otherwise obtained about a consumer in connection with providing a financial product or service;
 - d. Any list, description, or other grouping of consumers that is derived using the information described in items 1(a) through 1(c) above.
2. **Your Representations & Warranties.** With the mutual goal of maintaining proper protocols to protect Customer Information, You represent and warrants that:
 - a. You will not disclose or use Customer Information other than to carry out the purposes for which MBPI disclosed the information pursuant to its contractual agreement with You ("Services");
 - b. You will maintain Customer Information only for as long as necessary to provide the Services;
 - c. You will return or securely destroy all Customer Information received from MBPI upon either completion or termination of the Services;
 - d. You are capable of implementing and maintaining, and shall implement and maintain compliance with, all local, state, and federal legal requirements regarding the required administrative technical, and physical safeguards under those laws, and all applicable and appropriate industry standards with respect to the privacy and security of the Customer Information that You maintain, processes, obtains, or otherwise has access to;
 - e. You will employ policies and procedures for safeguarding Customer Information at least as secure as MBPI or MBPI's automotive dealership customers are required to employ under applicable state and federal laws, which includes at a minimum: (a) implementation of a written information security program, (b) encryption of Customer Information at rest and in transit, and (c) use of multi-factor authentication for accounts accessing Customer Information.
 - f. You will protect and secure any Customer Information that You maintain, process, or obtain, or otherwise have access to as required under all applicable local, state, and federal privacy data and security laws and regulations.
3. **Risk Assessments.** You will, upon MBPI's request, but no more than once per year, satisfactorily complete a questionnaire that demonstrates Your ability to comply with Section 2.
4. **Breach and Termination.** Notwithstanding anything to the contrary in any other agreement, Your violation of any terms of this Addendum shall be deemed a material breach and MBPI may immediately terminate its relationship with You without penalty. MBPI may seek injunctive relief, in addition to a claim for damages, in order to prevent or remedy any breach of the obligations of this Addendum relating to Your misuse of Customer Information.
5. **Indemnification.** You agree to defend and indemnify MBPI, its employees, agents, officers, directors, and their respective successors harmless against any and all claims, costs, suits, damages, deficiency, loss, and expense or obligation of any kind or nature including attorney's fees arising out of the usage of software or applications provided to You by MBPI and shall be held harmless from all liabilities and claims for damages and/or suits resulting from usage of any software or applications provided to You by MBPI or in connection with Your handling of Customer Information, including claims, damages, and liabilities arising out of Your failure to safeguard Customer Information as required under Section 2.
6. **Other.** If any provision of this Addendum is found invalid or unenforceable, all remaining provisions of this Agreement will remain in full force and effect. It shall remain in effect until either revoked in writing or automatically if the business relationship between MBPI and You comes to an end, except that representation and warranties listed in Section 2 of this Agreement shall survive any termination. If either You or MBPI fails to enforce or waives any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future.