# **Privacy Policy and Terms of Use**

## Please Carefully Read the Following Privacy Policy in Regards to This Website.

The purpose of this privacy statement is to show our strong commitment in ensuring user privacy. We understand that often users are concerned about the use and storage of personal information, and the security we offer in regards to such information. The following policy discloses the information gathering and dissemination practices of associated with this credit application and Bakers Auto Sales. By using this credit application, you are accepting the practices described in this Privacy Policy.

By hitting the 'Next' or the 'Finish' button, a user is authorizing us and our affiliates and/or partners to contact users through their given phone number(s) or email address, regardless of its status.

## (1) Collection and Release of Information

Bakers Auto Sales uses information gathered about users only for limited purposes permitted by law. In registering and/or submitting your personal information through this credit application, users allow us and our affiliates to make personally identifiable information available to third parties in accordance with the terms of this privacy policy. While on this site we may collect "Personal Information" from you. In regards to this policy this shall include, though not exclusively, individually identifiable information from, or about an individual form, information the user submits on loan applications; information about user transactions with us or others; and information received from any affiliated loan guarantee agency.

Information collected is needed for and directly corresponds to processing loan applications, administering loan accounts, providing services to customers, providing customers and website visitors with information about site services, and to fulfill any legal and regulatory requirements. Information is retained by Bakers Auto Sales and is not otherwise transferred outside the confines of Bakers Auto Sales and its users, unless permission to do so has been requested or as permitted by law.

We may collect or expand to collect, the internet service providers of visitors. This information is used to improve the performance of the site and the credit application, enhance the user experience and ensure the satisfaction of site visitors, as well as to assist with systems administration, and to resolve problems.

The information tracked may or may expand to include, but is not exclusive to, the type of operating system in use, the type of browser used by the visitor, the pages visited and data requested. We use this information internally to analyze site traffic. From time to time we may create or conduct analyses and summary reports about the operation of the website.

### (2) IP Addresses

An IP address is a number automatically assigned to your computer whenever you access the Internet. All computer identification on the Internet is conducted with IP addresses, which allow computers and servers to recognize and communicate with each other. Your IP address may be used to help identify you and to gather broad demographic information about you, to conduct site analysis. Bakers Auto Sales may collect or expand to collect IP addresses in order to

conduct system administration, diagnose problems and to better serve you in using the services and features within the site, namely the credit application.

#### (3) Security

Bakers Auto Sales has security measures in place to protect the loss, misuse and alteration of the information under site control. Any employee or contractor requiring access to user information must be approved and must use information of the uses outlined in the above document. Access is reviewed on a regular basis.

Bakers Auto Sales also uses extensive and sophisticated secure technology to protect your data and transmissions between you and banks, lenders and loan brokers participating in Bakers Auto Sales products and services. Transmission between browsers and our web server, as well as participating lenders is implemented using Secure Sockets Layer (SSL) technology. This technology requires an SSL-capable browser such as MS Internet Explorer 3.0 (or later) or Netscape Navigator 2.0 (or later).

Given that no technology is foolproof, we must also advise users that there will always remain a certain amount of risk and that your personal information may be disclosed, without your consent, unintentionally, and without fault on the part of Bakers Auto Sales. We decline any responsibility in the event that such confidential information is disclosed.

#### (4) User Information for Those Under 18

You must be at least 18 years old to have our permission to use our credit application. To protect the interests of children, it is the policy of is that no information should be submitted to our web sites by children 18 years of age or under, without the consent of a parent or guardian. Bakers Auto Sales cannot be held liable for information unknowingly given to us by underage user, but does not actively seek any demographic or preference information from children, nor will it ever knowingly disclose any personally identifying information regarding children to third parties.

#### (5) Liability

THIS WEB SITE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." BAKERS AUTO SALES, AND/OR PARTICIPATING LENDERS, TO THE FULLEST EXTENT ON THE LAW, DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THIS WEB SITE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. USE OF THIS WEB SITE AND/OR BAKERS AUTO SALES SERVICES IS AT YOUR OWN RISK. BAKERS AUTO SALES AND/OR PARTICIPATING LENDERS ARE NOT LIABLE FOR ANY DIRECT. INDIRECT. PUNITIVE. INCIDENTAL. SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEB SITE AND/OR BAKERS AUTO SALES 'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BAKERS AUTO SALES AND/OR ITS SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BAKERS AUTO SALES ARE ALSO TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF A SITE OR FOR THE UNAUTHORIZED MODIFICATION OF TEXT OR ADVERTISEMENTS PROVIDED BY US TO OUR MARKETING PARTNERS OR THIRD PARTIES.

This Web site may contain links to web sites maintained by third parties, or advertising for a third party. Such links or advertising are provided and/or created by the owners of the website and Bakers Auto Sales does not operate or control in any respect any information, software,

products or services available on such Web sites. The inclusion of a link to a web site, apart from that of Bakers Auto Sales, is done so at the discretion of the owner and does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

Bakers Auto Sales is not responsible for any errors or delays in responding to a qualification form or referral form caused by an incorrect e-mail address or other such personal information required provided by you or other technical problems beyond our reasonable control.

#### (6) Indemnity

As a condition of use of this web site, credit application and/or Bakers Auto Sales 's services, you agree to indemnify Bakers Auto Sales and its suppliers, participating Lenders, or real estate professionals from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of this web site and credit application, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

## (7) Privacy Policy and Terms of Use Changes

We hope that this information has provided you with a better understanding of our strict privacy protection policies. Bakers Auto Sales reserves the right to change this policy at any time, and will immediately post a revised and updated policy on all sites affected. Continued use of this site, once amendments are changed will represent acceptance of changes and it is the user's responsibility to check for updates on an ongoing basis.