

MINI Digital Regional and New Specials Autopush Program

Terms & Conditions

1. Agreement to Terms and Conditions: By registering and opting into the MINI Digital Regional and New Specials Autopush_program (the "Program"), the MINI Dealer (the "Dealer") hereby agrees to be bound by all of these Terms and Conditions.
2. Rights Granted to Shift Digital: As part of the Program, the Dealer hereby authorizes and grants Sanctus LLC d/b/a Shift Digital ("Shift Digital"), in connection with its services to MINI USA ("MINI"), access to the Dealer's website (the "Website") so that Shift Digital may update and remove items on the Website in accordance with MINI's standards. This includes, but is not limited to, adding and removing offers or banners with the latest available from MINI. Shift Digital will not make any changes to pricing on the Website but will only push and remove relevant creatives, incentives and specials with the goal of keeping them fresh, accurate and up to date without requiring manual updates by Dealer.
3. No Legal Advice. The Dealer understands and agrees that Shift Digital is not providing any legal advice whatsoever to the Dealer, and Shift Digital is not responsible for any intellectual property clearance obligations, including but not limited to, trademark and copyright clearance. Participation in the Program in no way ensures that the Website or content pushed to the website is legally compliant. The Dealer is encouraged to retain its own legal counsel to ensure that its Website complies with all applicable laws, rules and regulations.
4. Disclaimer of Warranties. Dealer expressly understand and agree that its participation in the Program is at its sole and absolute risk. The Program is provided on an as-is-and-as-available basis. Shift Digital and MINI expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Shift Digital and MINI make no warranty that the Program will be uninterrupted, timely, secure, or virus free. Participation in the Program will be at the Dealer's own discretion and risk and the Dealer will be solely responsible for any damage to Website. No advice or information, whether written or oral, obtained by the Dealer from Shift Digital and MINI, its employees or representatives shall create any warranty not expressly stated in these Terms and Conditions.
5. Limitation of Liability. To the maximum extent permitted by applicable law, in no event shall Shift Digital or MINI be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by the Dealer's participation in the Program, even if Shift Digital or MINI have been advised of the possibility of such damage. In no event shall Shift Digital or MINI entire liability to the Dealer in respect of the Program, whether direct or indirect, exceed one hundred dollars (\$100).
6. Representations & Warranties: Dealer represents and warrants that it the right and authority to enter into this Program, including but not limited to granting Shift Digital the rights set forth in Section 2 of these Terms and Conditions, and that Dealer will not breach any obligation to any third party by entering into the Program.
7. Indemnification: Dealer shall defend, indemnify and hold Shift Digital and MINI harmless, and their directors, officers, shareholders, employees, affiliates and agents, from and against any

and all suits, actions, legal or administrative proceedings, claims, demands, actual damage, fines, punitive damages, losses, costs, liabilities, interest, settlements, judgments and attorneys' fees, directly or indirectly arising out of or resulting from its participation in the Program.

8. Termination. Shift Digital or MINI may terminate this Program or elect to terminate any Dealer's participation in the Program at any time in their sole and absolute discretion.

10. Entire Agreement/Amendment: This Agreement constitutes the entire agreement between the parties with respect to this Program only. No amendment or modification hereof shall be valid unless in writing and signed by the duly authorized representative(s) of the parties. This Agreement supersedes any prior agreements between the parties as to the Program only.

11. Force Majeure: The parties shall not be considered in default of this Agreement or liable for fees, costs and/or damages, for any failure to perform occasioned by an act of God, force of nature, physical casualty, accident, war or war-like activity, civil commotion, labor dispute, transportation delays, government action or other cause beyond the reasonable control of the parties

12. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles, and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties agree that any litigation concerning this Agreement shall be exclusively brought in the state courts located in Oakland County Michigan or federal courts for the Eastern District of Michigan.

13. Waiver of Jury Trial & Waiver of Class Action. The Dealer hereby waives any right to a jury trial in any action, proceeding, or counterclaim arising out of or relating to this Agreement or the transactions contemplated hereby. This waiver is knowingly, voluntarily, and intentionally made by the Dealer, and the Dealer acknowledges that neither Shift Digital nor MINI has made any representations or inducements to the Dealer to waive such right. The Dealer hereby waives any right to participate in a class action, collective action, or other representative proceeding against Shift Digital or MINI arising out of or relating to this Agreement or the transactions contemplated hereby. This waiver is knowingly, voluntarily, and intentionally made by the Dealer, and the Dealer acknowledges that neither Shift Digital nor MINI has made any representations or inducements to the Dealer to waive such right

14. Severability: If any term or condition of the Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall in no way affect the validity or enforceability of any other term or condition of the Agreement, unless enforcing the balance of the Agreement would deprive either party of a fundamental benefit of its bargain.

15. Relationship of the Parties: Nothing contained herein shall place the parties in the relationship of partners, joint venturers, principal-agent, or employer-employee and neither party shall have any right to obligate or bind the other in any manner whatsoever.