

## **General Motors Collision Repair Network Terms and Conditions**

VeriFacts Automotive, LLC. (“**VeriFacts**”) is the administrator for the General Motors (“**GM**”) Collision Repair Network. These Terms and Conditions govern your participation in the GM Collision Repair Network. By signing below, you acknowledge reading, understanding, and agreeing to these Terms and Conditions and agree to pay the associated fees.

### **1. Application to and Enrollment in the GM Collision Repair Network**

You must submit the on-line application, agree to adhere to the program standards, including but not limited to, adhering to the CORE Requirements, overall Terms and Conditions and pay the associated fees, to apply to participate in the GM Collision Repair Network.

You agree to allow VeriFacts and/or General Motors, or their representatives, to conduct an initial on-site or virtual inspection of your repair facility and, thereafter, bi-annual and as-needed on-site inspections of your repair facility.

You agree to provide VeriFacts and/or General Motors, or their representatives, any additional information requested in connection with your application to and continued participation in the GM Collision Repair Network.

VeriFacts and/or General Motors, in their sole discretion, may accept or reject your application to participate in the GM Collision Repair Network.

VeriFacts and/or General Motors, in their sole discretion, may revise or establish new requirements to participate in the GM Collision Repair Network and you agree that you must satisfy any such revised or new requirements to continue your participation in the GM Collision Repair Network.

VeriFacts and/or General Motors, in its sole discretion, may change the application and enrollment fees at any time, effective upon your annual re-enrollment in the GM Collision Repair Network.

### **2. Fees**

You agree to pay the associated fees set forth for the program; which may be modified from time to time as listed on the enrollment.

The Enrollment Fee is the total fee that includes the virtual or in-person inspection, access to “my GM Partner Perks”, GM Marketing Materials and Guidelines, GM Collision Repair Network signage which are requirements and benefits for you to participate in the General Motors Collision Repair Network.

The Enrollment Fee is non-refundable upon payment.

### **3. Term of Enrollment and Termination**

Your enrollment in the GM Collision Repair Network is based on your selections during the enrollment process (one (1) or two (2) year options are available). Thereafter, your enrollment will automatically renew for subsequent like term unless you provide notice of your desire to end participation, or VeriFacts and/or GM inform you that your enrollment has been terminated.

You may terminate your enrollment in the GM Collision Repair Network at any time by providing written notice of your termination to VeriFacts.

VeriFacts and/or GM may terminate your enrollment in the GM Collision Repair Network if you do not satisfy the General Motors Collision Repair Network requirements within 60 days of VeriFacts providing you written notice that one or more requirements is not satisfied.

Upon termination, you must immediately stop publicizing in any way that you are a participant in the GM Collision Repair Network.

#### **4. Obligations**

You agree to notify VeriFacts of any changes to your repair facility profile information (as submitted during the application process) during the term of your enrollment in the GM Collision Repair Network.

You agree to maintain the tools, facilities, equipment, training and all other requirements as identified in the General Motors Collision Repair Network Core Requirements document located at [www.gmgenuineparts.com](http://www.gmgenuineparts.com).

You agree that you are solely responsible for all decisions relating to the repair of all vehicles.

You agree that you are solely responsible for the quality of the repair of all vehicles.

#### **5. Data Collection**

The information you provide to VeriFacts and/or General Motors, or their representatives, in connection with your application to, enrollment and performance in the GM Collision Repair Network will be used by VeriFacts and General Motors, and their representatives, to consider your application, enrollment and performance in the GM Collision Repair Network, and may be used to compile aggregated statistical information that can be used by VeriFacts and GM for any purpose. The Shop authorizes its CSI, data management, and other vendors (including without limitation data supply vendors such as Tech (and its affiliates), AutoHouse, ect.) to provide the Shop's data to VeriFacts and/or General Motors and its business partners for the aforementioned purposes and to establish the shop's certification status.

By enrolling in the GM Collision Repair Network, you consent that GM can contact you with GM offers and information related to the GM Collision Repair Network. For information on the GM privacy notice, please visit GM's website at [www.gm.com/privacy](http://www.gm.com/privacy) or call 1-866-MYPRIVACY (1-866-697-7482). For information on the VeriFacts privacy notice, please visit the VeriFacts website at <https://www.verifactsauto.com/privacy-policy/>

#### **6. Disclaimers**

NEITHER VERIFACTS NOR GENERAL MOTORS MAKES ANY REPRESENTATIONS OR GUARANTEES REGARDING THE QUANTITY OR NATURE OF THE VEHICLE REPAIRS THAT YOU WILL RECEIVE AS A RESULT OF YOUR PARTICIPATION IN THE GM COLLISION REPAIR NETWORK, AND YOUR PARTICIPATION IN THE GM COLLISION REPAIR NETWORK DOES NOT GUARANTEE THAT YOU WILL BE SELECTED TO REPAIR ANY GENERAL MOTORS VEHICLES.

## 7. Limitation of Liability

IN NO EVENT WILL VERIFACTS, GENERAL MOTORS, THEIR REPRESENTATIVES, AFFILIATES, AGENTS, OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF PROFITS OR REVENUE, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, INJURY OR DEATH OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, CONTINGENT, SECONDARY, OR SPECIAL DAMAGES OR EXPENSES OF ANY NATURE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. YOU AGREE THAT THE TOTAL AGGREGATE LIABILITY OF VERIFACTS, GENERAL MOTORS, THEIR REPRESENTATIVES, AFFILIATES, AGENTS, OR EMPLOYEES IN CONNECTION WITH THESE TERMS AND CONDITIONS AND YOUR PARTICIPATION IN THE GM COLLISION REPAIR NETWORK, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR WARRANTY OR OTHERWISE, WILL NOT EXCEED YOUR ENROLLMENT FEE PAID IN TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS SECTION ARE AGGREGATED TO CALCULATE SATISFACTION OF THIS LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THIS LIMIT.

## 8. Indemnity

You agree to indemnify, defend, and hold VeriFacts and General Motors (including their affiliates, officers, directors, agents, and employees) (collectively "Indemnified Parties") harmless from and against any and all liabilities, damages, losses, expenses, fines, penalties, and/or judgments, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the Indemnified Parties by reason of any third party demand, allegation, proceeding (including proceedings under the U.S. Bankruptcy Code), action, regulatory action, lawsuit, and/or claim arising out of or relating to (1) your repair of a vehicle, (2) personal injury, death, bodily injury, or property damage allegedly caused by your repair to a vehicle, (3) any breach of these Terms and Conditions, and (4) your alleged violation of any law or regulation.

## 9. Miscellaneous

**Notices.** Any notices provided pursuant to these Terms and Conditions must be in writing and must be delivered by hand or sent by courier service, express or overnight mail, or by registered or certified mail, postage prepaid and return receipt requested or, if to you, by electronic mail, addressed to the party to be notified as follows: If to VeriFacts: VeriFacts Automotive, LLC, 220 Newport Center Drive Suite #11-281, Newport Beach, CA 92660, Attn: Customer Service, with a copy to the Legal Department at the same address; If to you: to the contact name and address or email address provided when you submitted your application to enroll in the GM Collision Repair Network. All notices will be deemed given when delivered to the address indicated. Each party may change its address specified in this section by providing written notice to the other party in accordance with this section.

**Entire Agreement and Amendments or Modifications.** These Terms and Conditions constitute the entire agreement between you and VeriFacts regarding your application to and enrollment in the GM Collision Repair Network, and supersede all other agreements and understandings, both written and oral, concerning your application to and enrollment in the GM Collision Repair Network. Except as modified by Company through Updates as described above, no modification or amendment to

these Terms and Conditions will be effective unless it is agreed to in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

**Assignment.** You may not assign or transfer your rights or delegate your obligations under these Terms and Conditions, whether by merger, sale of assets or voting stock, or by operation of law or otherwise, without the prior written consent of VeriFacts, which may be withheld in VeriFacts's sole discretion. Any attempted assignment, transfer or delegation by you without VeriFacts's written consent will be deemed void.

**Severability.** If any one or more of the provisions of these Terms and Conditions are found to be unenforceable by a court of law for any reason, such provision will be deemed modified in such a way so as to retain the intent of the provision but be enforceable under applicable law. The remaining provisions of these Terms and Conditions remain in full force and in effect.

**Waiver.** The Failure of either party to enforce any provision of these Terms and Conditions will not be a waiver of that party's right thereafter to enforce each provision of this these Terms and Conditions.

**Jurisdiction, Venue and Applicable Law.** These terms and conditions are deemed to have been made, executed, and delivered in the state of California and will be governed and construed for all purposes in accordance with the internal laws of the state of California without giving effect to conflict of law provisions. You and VeriFacts agree that the state and federal courts in Orange County, California will have the exclusive jurisdiction to hear and resolve all disputes arising hereunder.

**Counterparts; Electronic Signature.** These Terms and Conditions and any associated form may be signed in two (2) or more counterparts, and may be signed using an electronic signature service, which you agree will have the same force and effect as a physical signature.

**The person executing this Agreement on behalf of the repair facility identified below represents and warrants that he/she is duly authorized by the repair facility to enter into this agreement and agree to be bound by these Terms and Conditions.**

#### REPAIR FACILITY

\_\_\_\_\_  
**Signature of Owner or Authorized Employee**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Full Legal Name of Repair Facility**