

## **Lead Management Program Dealer Participation Agreement – Supplemental Terms & Conditions for Signature Interactive, Maturity Optimizer (MOR), and Lease Customer Network (LCN) Leads**

The following will be applicable where Signature Interactive (Credit Interest/Request/Pre-Approval), Maturity Optimizer (MOR / Maturing Owner), and Lease Customer Network (LCN / Returning Lease) Leads are sent to Certified Tools.

By viewing these customer records you agree to be bound by the terms and conditions for use of this information, as outlined below. NNA reserves the right to terminate Dealer's access to NNA-generated reports of potential customers (the "Prospect Report") at any time and without notice. NNA may amend this Agreement at any time by posting the amended terms on this website. This Agreement may not be otherwise amended except in writing signed by you and NNA. Additionally, it is the responsibility of the Dealership to notify Nissan Motor Acceptance Corporation (NMAC/IFS) of any user changes. This includes terminating an individual's account in the event that a user is no longer a Dealership employee and/or requires access to this system.

Furthermore, your "Right to Access" this information is based on your existing employment with the appropriate dealership for which you have been granted access.

**Indemnity:** Dealer will indemnify, defend and hold NNA and our affiliates, officers, directors, agents, and employees, harmless from and against any and all losses resulting from or arising out of any action brought by or against NNA alleging: (a) with respect to the Dealer's business, infringement or misappropriation of any intellectual property rights; defamation, libel, slander, obscenity or violation of the rights of privacy or publicity; or any other offensive, harassing or illegal conduct or violation of this Agreement; (b) any other damage arising from the Dealer's business, including, without limitation, to any of Dealer's customers.

**IMPORTANT NOTE:** We are able to share customer information with you for the specific purposes of joint-marketing between NMAC/IFS and its NNA Dealers and for administration and enforcement of NMAC accounts or as requested by the consumer. Third party access to this information is restricted under privacy regulations implementing the Gramm-Leach-Bliley Act. Please refer to Bulletin # 7-1-2000 (NMAC) or Bulletin # 7-8-2000 (IFS) describing our privacy policies and practices in more detail. Your customer contacts resulting from this report must identify opportunities with "NMAC" or "IFS".

For California dealers or for contacts to California-resident customers, the joint marketing exemption does not apply, and dealers may not generally use the report for joint marketing. For California dealers and California-resident customers, this report is issued for the communication to eligible customers of the availability of incentives, bonuses and/or discounts and in order to facilitate the administration, accrual and recognition of such incentives, bonuses and/or discounts. This report also serves other administrative purposes, such as handling inspections, groundings, trade-ins, payoffs, etc. In California, this report may only be used for these purposes.

Users will abide with the Federal and State Do Not Call (DNC) regulations and will always check customer's DNC status on the Prospect Report prior to making a call.

If your State has State-specific DNC laws, check your customer's status on the State list and confirm that you are complying with State laws prior to making the call. In accordance with the Federal DNC regulations, please read and agree to the following statement in order to proceed.

The following is an outline of procedures for Dealer and salesperson phone calls to customers appearing on the Prospect Report:

- Always check your customer's DNC status on the Prospect Report prior to making a call.
- Phone calls should only be conducted between the hours of 8:00 a.m. and 8:00 p.m.
- The caller should request to speak with the specific person named on the Prospect Report.
- Callers should always identify themselves using their first and last name, dealership name and the purpose of their call.

- Callers leaving messages may only leave their name, dealership name and return phone number. Callers may not state the purpose of their call in the message.
- Callers should only allow 10 unanswered rings before terminating the call.
- Call-backs should be spaced at least one hour apart.
- Upon customer contact, it is unacceptable to: use abusive tactics, harassment, foul language, shouting or raised voice and/or hanging up when customers request to be placed on the DNC list.

**Note: Use of Pre-approval Offers:** NMAC/IFS Pre-approval Offers are valid on New vehicles only. Pre-owned and Certified Pre-owned vehicles are **not** eligible. Please submit a credit application if the customer's next vehicle is either a Pre-owned or Certified Pre-owned. EXCEPTION: Pre-approval offer is valid for customers purchasing their off-lease vehicle.

Check 'I Agree' to agree to these terms in order to proceed. If you do not agree, you cannot proceed. If you have any questions, please contact your FSM or send an e-mail to MOR@nmac.com.

By clicking on the "I ACCEPT" box, Dealer acknowledges that it agrees to all of the terms of the "Lead Management Program – Signature Interactive, Maturity Optimizer (MOR), Lease Customer Network (LCN) Lead Agreement" above.

**In order to enable the checkbox, please scroll to the end of the agreement.**

I Accept  I Decline