

Daimler Truck Financial

Terms to Use

DAIMLER TRUCK FINANCIAL SITE TERMS & CONDITIONS
PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

This agreement (the "Agreement") is entered into between Daimler Truck Financial, a business unit of Mercedes-Benz Financial Services Canada Corporation. "DTF", "we", "our", "us") and any you as a user of the DaimlerTruckFinancial.ca Website (this "Site"). This Site and any of our services available on this Site (which collectively with this Site are referred to as the "Services") are subject to the following terms and conditions.

BY ACCESSING AND USING THIS SITE, YOU AGREE THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, DO NOT USE THIS SITE AND DO NOT TAKE ADVANTAGE OF ANY OF THE SERVICES.

PART A: GENERAL

1. This Agreement must be read together with any other existing and future agreements that you have with DTF and any terms, conditions or disclaimers provided on this Site, including without limitation the DTF Privacy Policy. If there is a conflict between a provision in this Agreement and a provision in any other agreement between you and DTF or disclaimers on this Site, the provision of the other agreement or disclaimer will apply to the extent necessary to resolve the conflict.
2. DTF products and services are available in Canada only.
3. DTF may modify this Agreement at any time, without notice to you and in its sole discretion. Your continued use of this Site after any modification will constitute your acknowledgement and acceptance of this Agreement as modified. Please consult this Agreement regularly.
4. All financial services described on this Site are only available through authorized dealers of Daimler Truck Financial ("Dealers"). Dealers are under no obligation to sell any vehicle, product or service at the prices posted on this Site and DTF and its affiliates are not responsible for the prices set by Dealers.
5. The information contained on this Site is provided solely for general informational purposes and is not intended to be a solicitation or an offer to sell in connection with any product or service, nor is the information a complete description of all terms, conditions and exclusions applicable to the products and services described.

PART B: CERTAIN DEFINITIONS

6. In this Agreement:
 - a) "Account" means an account that you have with DTF.
 - b) "Contract Number" means the number that identifies an Account.
 - c) "Business" means a sole proprietorship, partnership, corporation or unincorporated association.
 - d) "Business User" means: an individual who has been authorized by the Business to use the Services on its behalf, and who has authority to sign alone on behalf of the Business.
 - e) "including" means including but not limited to.
 - f) "Instruction" means: (i) an instruction that is communicated to DTF through the Services after Username and Password authentication.

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- g) "Password" means the password that you use to sign on to or interact with the Services, and the answers to any online personal verification questions you have chosen that permit you to sign on to the Services if you forget your password.
- h) "Username" means the unique identification name selected by you and used to sign on to the Services.
- i) "you" and "your" means the user of this Site and may include a user of this Site with a Username used to access the Services, subject to the expanded definition of "you" and "your" that applies in the circumstances set out in Section 14.

PART C: USE OF THIS SITE

7. Subject to the terms and conditions set forth in this Agreement, DTF grants you a non-exclusive, royalty-free, revocable, non-transferable, limited right to access, use and display this Site and the Services. DTF has established this Site and the Services to provide information to you and other users regarding products offered by DTF and its affiliates. You agree that you will not use this Site or the Services to: (i) misappropriate the intellectual property rights of DTF or its affiliates; (ii) attempt to deface, modify or manipulate this Site or employ any tactic to defeat or evade any security feature employed on this Site; (iii) misappropriate the identity of, or obtain any personal information about any other user of this Site or Services, or any customer, vendor, dealer or employee of DTF; and (iv) modify, erase or damage any information contained on this Site or any computer hardware or information storage device owned or used by DTF. As an additional term and condition of use of this Site and Services, you agree not to use any process, research method or tactic to recreate or replicate the features, functions or design of this Site or Services through reverse engineering.

PART D: ELECTRONIC ACCESS

The Services is a protected environment that meets strict Internet security standards. While DTF takes strong measures to ensure the security of your activities while visiting this Site and using the Services and the confidentiality of your information, it is extremely important that you also take precautions to ensure that your information remains safe and secure.

8. Password: Your Username and Password are unique to you alone. Without them, no one can log into your Accounts. You must carefully select your Password so that it cannot be easily guessed by anyone else. Also, do not use all or any part of: a password or other code you use for any other service; your name, or a close relative's; your birth date, telephone number or address, or a close relative's; or any other word or number which can be easily obtained or guessed by someone else.

In order to keep all dealings confidential, you agree not to disclose your Username or Password to anyone else (except as set out in Section 16). You will memorize your Password and not record it anywhere.

You agree to keep your Password absolutely confidential, and ensure it is never disclosed, accidentally or otherwise, to anyone else. You may enter your Username and Password as part of the secure process available to sign on to the Services.

9. Password Becomes Known: If you suspect that someone else knows your Password, you must change it immediately and you must notify DTF by **telephone** as soon as possible and follow any instructions given to you.
10. Responsibility for Computer Security: When using this Site, it is your responsibility to take reasonable precautions to scan for computer viruses and other items of a destructive nature. You should ensure

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to have a complete and current backup of the information on your computer system prior to using this Site and the Services.

PART E: COMMUNICATION WITH DTF AND INSTRUCTIONS

11. E-mail: E-mail sent over the Internet is not secure and not confidential and may be intercepted or lost or possibly altered. Except where another agreement between you and DTF states otherwise, you agree that DTF is under no obligation to accept or act on any Instructions you provide to DTF by e-mail.

If you send DTF confidential information by e-mail, DTF will not be liable if it is lost or intercepted, altered or misused by someone else. If you send DTF e-mail, you agree that DTF may (at its sole discretion) respond to you by e-mail, and provide by e-mail any confidential information that you have requested; you also agree that DTF will not be liable if the information provided is lost or intercepted, altered or misused by a third party. Subject to our commitment to handle personal information pursuant to our [Privacy Policy](#), any communication or material you post or transmit to DTF over the Internet is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting any communication or material to this site, you agree that DTF or any of its affiliates may use your communication as material for any purpose, including reproduction, transmission, publication, broadcast and posting. Furthermore, do not post or transmit any unlawful, threatening, libellous, defamatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability or violate any law.

12. Instructions: You acknowledge that each Instruction that you provide to DTF is final. You agree that DTF may rely on your Instructions (including your electronic acceptance of this Agreement and other online agreements) as if you had provided DTF with a paper copy of them. You agree that you will be liable for the transactions that are conducted on your Instructions, and any damages, losses and expenses that may arise from these transactions. However, you will not be liable to DTF for unauthorized use of your Username and Password after you have contacted DTF as set out in Section 9 and followed the instructions given by DTF.
13. Record of Instructions: You agree that DTF may maintain a database of your Instructions, and, if you provide Instructions by telephone that DTF may record your voice or responses. DTF's records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that the records of DTF are wrong or incomplete.

PART F: BUSINESS ACCOUNT

14. Application of this Agreement: This Part F, consisting of Sections 14 to 19, will apply if the Services are used by or on behalf of an entity where there are more than one persons affiliated with an account. In such a case: "You" and "your" will mean both the Business and you as an individual Business User, wherever these terms are used throughout this Agreement; and Each provision of this Agreement will apply to both the Business and to you as an individual Business User, unless the language of the provision refers only to the Business.
15. Access to Business Accounts and Services: By designating a person as a Business User, the Business is authorizing that person to view information and carry out transactions on behalf of the Business through the Services. The Business accepts the responsibility for all losses, damages or expenses that may arise from a Business User misusing his or her authority in any way, either purportedly on the Business' behalf or for personal or other purposes.

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16. Use of Username: If DTF permits a Business to share its Username among individual Business Users, the Business may do so. The Business will ensure that its Username will be used only by a person who has been authorized by the Business and who has authority to sign alone on behalf of the Business. A Business User may then provide the Username and Password to one or more other persons who have also been authorized by the Business and who have authority to sign alone on behalf of the Business, notwithstanding Sections 8 and 9. In these circumstances, the Business User need not change the Password or notify DTF merely because the other authorized persons are using the Username or the Password. The Business will ensure that these Business Users do not share the Username with unauthorized or inappropriate persons.
17. Authorized Use/Entry Errors: The Business accepts the responsibility for all losses, damages or expenses that result if: a Business User uses a Username or Password, whether with or without the Business' specific authorization in any particular instance; a Business User authorizes anyone else to use a Username or Password; or a Business User makes entry errors.
18. Indemnity by Business: The Business agrees to indemnify and save DTF harmless from and against all losses, damages or expenses that may be incurred by DTF (other than due to the gross negligence or misconduct of DTF), including without limitation legal fees and disbursements reasonably incurred by DTF, arising from a breach by the Business or a Business User of any part of this Agreement, or from DTF acting or declining to act upon any Instruction or information given to DTF in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss that the Business may provide to DTF, and will survive any termination of this Agreement.
19. Termination by Business: In addition to DTF's termination rights in Section 28, the Business may terminate this Agreement (and cease accessing the Services) at any time upon written notice to DTF, effective a reasonable time after the notice is received by DTF.

PART G: COPYRIGHTS, TRADEMARKS AND LINKS

20. Copyright: The text, images, graphics, sound files, animation files, video files, button icons, digital downloads, data compilations and their arrangement on DTF Websites are all owned by DTF, or its licensors, and are subject to Canadian and international copyright laws and other intellectual property protection, and are the property of DTF or its licensors. You are prohibited from copying, reproducing, modifying, distributing, displaying, performing, storing in any retrieval system or transmitting any of the contents of this Site for any purpose. Nothing stated or implied on this Site confers on you any license or right under any copyright of DTF or any of its licensors.
21. Trademark: Unless otherwise indicated, all marks displayed on Mercedes-Benz Financial Services Canada Corporation Websites are subject to the trademark rights of Mercedes-Benz Financial Services Canada Corporation., Daimler Financial Services Americas LLC, Mercedes-Benz Financial Services USA LLC, Daimler AG and their affiliates, including each of Daimler's primary brands (Freightliner, Thomas Built, SelecTruck), its model nameplates and its corporate logos and emblems.
22. Links to DaimlerTruckFinancial.ca: All links to this Site must be approved in writing by DTF, except that DTF consents to links in which: (i) the link is a text-only link containing only the name "DTF"; (ii) the link "points" only to www.DaimlerTruckFinancial.ca and not to deeper pages; (iii) the link, when activated by a user, displays that page full-screen in a fully operable and navigable browser window and not within a "frame" on the linked Website; and (iv) the appearance, position and other aspects of the link may neither create the false appearance that an entity or its activities or products are associated with or sponsored by DTF or its affiliates nor be such as to damage or dilute the goodwill

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associated with the trade names, brand identities and trademarks of DTF, its affiliates or its licensors. DTF reserves the right to revoke this consent to link at any time in its sole discretion.

PART H: DISCLAIMERS, LIABILITY, WITHDRAWAL OF ACCESS AND INDEMNITIES

23. Account Data Display Disclaimer: Information displayed to you in Account Home, Contract Status, Payoff Quote, View Bill (collectively, the "Account Data"), is estimated based on information available at the close of business for the previous business day. Such Account Data is provided for your convenience and as reference points only, and must not be relied on in any manner or for any purpose whatsoever, including tax or performance measurement purposes. Neither DTF nor its affiliates makes or is liable to you or any third party for any representation, warranty or guarantee of any kind whatsoever, whether express or implied, concerning the Account Data or the use thereof, including without limitation, as to whether the information is accurate, adequate, complete, reliable, up-to-date, error-free, omission-free, is suitable for any purpose or will meet your needs. Any use of the Account Data is at your sole risk. You should in all cases independently verify the Account Data against your own records and you are solely responsible therefore.
24. Third Party Website Disclaimer: Please note that certain links on this Site may take you to other websites. Links to other websites or other resources which are not created or controlled by DTF ("Linked Sites") are intended for convenience only. Linked Sites are wholly independent from DTF, therefore DTF has no control over any products, services, materials, or other information contained in or available through these third-party websites. The quality and dependability of Linked Sites may vary as they are updated or altered. Therefore, access to any third-party websites through this Site, regardless of whether the third-party site is a Linked Site or not, is entirely at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive devices, programs. DTF makes no representation or warranty regarding, nor endorses, any Linked Sites or the information appearing thereon or any of the products or services described thereon.
25. Site Information Disclaimer: All information contained in this Site and the Services is intended for the Canadian market only. The accuracy of this information cannot be guaranteed, particularly since this information is subject to change. All product illustrations and specifications are based upon current information at the time of programming. Although descriptions are believed correct, complete accuracy cannot be guaranteed. DTF and its affiliates reserve the right to make changes at any time, without notice or obligation, in the information contained on this Site and the Services, including and without limitation to prices, financing terms, incentive programs, specifications, equipment, colours, materials and to change or discontinue models or financing programs. All prices are based upon Manufacturer's Suggested Retail Prices (MSRP) in Canadian dollars (unless otherwise indicated) and exclude taxes, registration fees, fees for the registration of personal property security rights, licensing and insurance costs, options and destination charges, unless specifically included. Unless otherwise noted, all financing terms are in Canadian dollars and may exclude dealer charges and other fees. Dealers are independent and are free to set their own prices and financing terms; not all Dealers participate in stated financing terms. Please see your Dealer for the latest information on ordering vehicles and financing. You should not rely on or use any of the information in this Site, including such items as prices, taxes and finance rates, as a substitute for the information that is available to you from a Dealer.
26. Disclaimer of Warranties: THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DTF AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THIS SITE OR SERVICES,

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27. **Limitation of Liability:** SUBJECT TO THE GOVERNING LAW OF YOUR JURISDICTION, IN NO EVENT WILL DTF OR ITS AFFILIATES BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION) INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN AN ANY WAY RELATED TO: (I) THIS SITE OR ANY WEBSITE LINKED TO THIS SITE; (II) THE ACCURACY OF ACCOUNT DATA; (III) YOUR ACCESS, USE OR INABILITY TO USE THIS SITE OR ANY SITE LINKED TO THIS SITE; OR (IV) IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF DTF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. DTF DOES NOT ASSUME RESPONSIBILITY FOR MALFUNCTIONS IN COMMUNICATIONS FACILITIES NOT UNDER ITS CONTROL THAT MAY AFFECT THE ACCURACY OR TIMELINESS OF MESSAGES YOU SEND. DTF IS NOT RESPONSIBLE FOR ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY ACCESS SERVICE PROVIDER OR CAUSED BY ANY BROWSER SOFTWARE. DTF IS NOT RESPONSIBLE SHOULD YOU GIVE INCORRECT INSTRUCTIONS. DTF IS NOT RESPONSIBLE FOR SYSTEM DISRUPTIONS INCLUDING DISRUPTIONS CAUSED BY ANY COMPUTER VIRUS OR RELATED PROBLEMS.
28. **Withdrawal of Access:** DTF reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Services or this Site at any time, for any reason and without notice to you, in which case this Agreement will continue to apply in respect of your past access. DTF will not be liable for any losses, damages, expenses or inconvenience that results from DTF's withdrawal of your access (whether with or without prior notice to you) and without any liability to you for doing so. Upon completion of your financial obligations to DTF with respect to an Account, the corresponding Contract Number will become inactive. When an Contract Number becomes inactive, DTF will terminate access to the Services for such Contract Number and the Account to which it relates. Where you have one or more active Contract Numbers, you will still be able to access the Services for your remaining active Accounts using your Username.
29. **Indemnity:** You agree to indemnify and hold DTF and its associates, subsidiaries and affiliates and their officers, directors, employees and agents, all third party suppliers and their respective officers, directors, employees and agents (the "DTF Indemnities") harmless, and, at DTF's request, to defend the DTF Indemnities from and against any claim, demand, cause of action, debt, loss or liability, including reasonable legal fees, to the extent that such action is based upon, arises out of, or relates

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to: (i) your use of (or inability to use) this Site or Services; (ii) your violation of the terms and conditions of this Agreement; (iii) the infringement by you, or any other person using your password and account, of any right of any person or entity; or (iv) any other activities of yours accomplished using this Site or Services. This indemnity shall be in addition to and not limited by any other indemnity.

PART I: ADDITIONAL TERMS AND CONDITIONS

30. No Assignment: You agree that you may not assign the rights and obligations hereunder without the prior written consent of DTF.
31. Other Agreements: You acknowledge that you are also subject to all other agreements entered into with DTF and its affiliates.
32. Forward Looking Statements: This Site may contain forward looking statements about the Services, business or operations of DTF. These statements are subject to risk and uncertainties and actual results, Services, prices or operations may differ. You should not place undue reliance on forward looking statements.
33. Waiver: Any failure by DTF to act in response to a breach by you or any other party of these terms shall not be deemed a waiver of DTF's right to act with respect to subsequent or similar breaches.
34. Severability: If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision. The validity of the remainder of the Agreement shall not be affected.
35. Language: This Agreement has been drafted in the English language at the express request of the parties. Les parties ont exigé que le présent contrat soit rédigé en anglais. You confirm that you prefer this Agreement and any related documents be in English. Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.
36. Governing Law: Except for residents of Quebec, this Agreement will be governed by the laws of Ontario and the laws of Canada applicable in Ontario. For residents of Quebec, this Agreement will be governed by the laws of Quebec and the laws of Canada applicable in Quebec. The United Convention on Contracts for the International Sale of Goods does not apply to this Agreement or any communication with or transaction through this Site.
37. Cookies: Cookies are used to track how our visitors use this site, to determine sites previously visited or to facilitate the use of secure portions of this site. A cookie is a file that may be placed on your hard drive without your knowledge by a Web site to monitor your use of the site. The cookies we use do not allow us to identify individuals. They are compiled into statistical information on traffic patterns and are used to assess and improve the efficiency of the site. We use two types of cookies:
Session cookies - These are used as an integral part of the identification process for some of our online applications. This is for security purposes to determine that you are who you say you are and to provide you with your confidential account information during an online session. No personal information is kept in session cookies and they are stored only in your browser's temporary (cache) memory. When you log out of your session, the cookie is no longer valid and is discarded when you close your browser.
Persistent cookies - These are more permanent and can be re-read when you return to the site that placed them on your computer. The information in them is written onto your hard drive and remains

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there until the expiry date of the cookie. They are used to identify and provide personalized features (for example, to help us remember which official language you prefer) and for tracking traffic patterns to and from our site. For more information on the tracking we use, refer to the Google Analytics section below.

38. Google Analytics, a Web analytics service provided by Google Inc., helps to measure traffic patterns to, from, and within our public Web sites. This analytics measurement tool uses "session" and "persistent" cookies to collect standard Internet log information and to track visitor behaviour information in an anonymous form. Persistent cookies are stored on your computer and expire two years after your last visit to our Web sites. The information generated by the cookies about your use of the Web site (including your IP address, truncated to ensure your anonymity) is transmitted to Google. No personal, identifying information is recorded or provided to Google. This anonymous information is then used to evaluate visitors' use of the Web site and to compile statistical reports on Canada Site activity. The aggregate data and statistical reports are used only to help us make our site more useful to visitors and are made available only to Web managers and other designated staff who require this information to perform their duties.

For further information about Google Analytics, please refer to Google Analytics Privacy Policy.

If you wish, you may opt out of being tracked by Google Analytics by disabling or refusing the cookies; by disabling JavaScript within your browser; or by using the Google Analytics Opt-Out Browser Add-On. Disabling Google Analytics or JavaScript will still permit you to access comparable information or services from our Web sites. However, if you disable your session cookie option, you will still be able to access our public Web site, but you might have difficulties accessing any secure services.