

Vehicle Service Group — Terms of Service

Forward Looking Statements

This site contains “forward-looking” statements within the meaning of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. Such statements relate to, among other things, income, earnings, cash flows, changes in operations, operating improvements, industries in which VSG companies operate and the U.S. and global economies. Statements in this press release that are not historical may be indicated by words or phrases such as “anticipates,” “expects,” “believes,” “indicates,” “suggests,” “will,” “plans,” “supports,” “projects,” “should,” “would,” “could,” “hope,” “forecast” and “management is of the opinion,” use of future tense and similar words or phrases. Forward-looking statements are subject to inherent risks and uncertainties that could cause actual results to differ materially from current expectations, including, but not limited to, the state of the worldwide economy and sovereign credit, especially in Europe; political events that could impact the worldwide economy; the impact of natural disasters and their effect on global supply chains and energy markets; increases in the cost of raw materials; current economic conditions and uncertainties in the credit and capital markets; VSG’s ability to achieve expected savings from integration, synergy and other cost-control initiatives; the ability to identify and successfully consummate value-adding acquisition opportunities; increased competition and pricing pressures in the markets served by VSG’s operating companies; the ability of VSG’s companies to expand into new geographic markets and to anticipate and meet customer demands for new products and product enhancements; changes in customer demand; the impact of loss of a single-source manufacturing facility; a downgrade in VSG’s credit ratings; international economic conditions including interest rate and currency exchange rate fluctuations; the relative mix of products and services which impacts margins and operating efficiencies; short-term capacity constraints; domestic and foreign governmental and public policy changes including environmental regulations and tax policies (including domestic and international export subsidy programs, R&E credits and other similar programs); unforeseen developments in contingencies such as litigation; protection and validity of patent and other intellectual property rights; the cyclical nature of some of VSG’s companies; domestic housing industry weakness; instability in countries where VSG conducts business; and possible future terrorist threats and their effect on the worldwide economy. Vehicle Service Group, LLC refers you to the documents that it files from time to time, if any, with the Securities and Exchange Commission, such as its reports on Form 10-K, Form 10-Q and Form 8-K, for a discussion of these and other risks and uncertainties that could cause its actual results to differ materially from its current expectations and from the forward-looking statements contained in this press release. Vehicle Service Group, LLC undertakes no obligation to update any forward-looking statement.

Terms of Use

These are the Terms of Use of Vehicle Service Group, LLC (“we”, “our”, “us”, or “VSG”) applicable to www.vsgdover.com (“Site”) and any of our affiliates that expressly incorporate these Terms of Use. These Terms of Use cover your rights to use the VSG website/software/services, restrictions on that use and your agreement to arbitrate any dispute that may arise between us. These Terms of Use contain a mandatory, binding arbitration clause and a waiver of class-action remedies in Exhibit A below. The terms “you” and “your” herein refer to the user or viewer of the Site. By using the Site, or otherwise signaling your acceptance of these Terms of Use, you accept these Terms of Use and agree that you are legally bound by its terms, including the mandatory, binding arbitration clause and class action waiver in Exhibit A.

You have a right to opt out of the agreement to arbitrate in these Terms of Use by unambiguously notifying Company in writing at info@vsgdover.com, Attn: Arbitration Opt-Out, within 60 days of the date you first accepted these Terms of Use that you opt out of mandatory arbitration under these Terms of Use. Unless you validly opt out as provided in this Section, the arbitration requirements in these Terms of Use will remain effective, even if this Agreement is terminated.

Use of the Site is subject to these Terms of Use as they may be modified from time to time at our sole discretion without prior notice. You are only authorized to access the Site if you agree to abide by all applicable laws, and to these Terms of Use which constitute an agreement between you and us. If you find these terms to be unacceptable, please do not use this Site.

The Terms of Use is complemented by our Privacy Policy available at <https://vsgdover.com/privacy-policy/>

Access and Use of Site.

This Site is intended for persons who are 18 or older and is for general information purposes only. If you are under 18, please do not use the Site. The Site and the articles, reviews, comments, images, sounds, and other materials on the Site (including, but not limited to, the design, layout, look, appearance and graphics) (collectively, "Site Content") are protected by copyright and other intellectual property laws. You may not reproduce, republish, distribute, sell, store on any other web site or other form of electronic retrieval system, or otherwise use any Site Content without our express permission. If you would like permission to use Site Content, please email us at info@vsgdover.com.

User Provided Content.

We may post reviews, comments, and other materials from users on the Site ("User Content"). We are not the publisher or author of User Content and we may not screen User Content before it is posted. However, we reserve the right to edit, redact or delete User Content. You agree that any User Content you submit will not be unlawful or infringe on the rights of others. You also agree to be solely responsible for any damages resulting from any User Content you submit. All User Content submitted to us will be treated as non-proprietary and non-confidential. We may reproduce, republish, distribute, or otherwise use User Provided Content for any purpose whatsoever.

Copyright Infringement Claims.

If you believe that any Site Content infringes upon your copyright, please notify us by email at info@vsgdover.com. Your notice should include (a) a description of the copyrighted work that you claim has been infringed; (b) the URL where the allegedly infringing Site Content is located; (c) your full name, postal address, telephone number, and email address; (d) a statement that you have a good faith belief that the use of the allegedly infringing material on our Site is not authorized; and (e) a statement that you are the copyright owner or an authorized agent of the copyright owner.

Disclaimer of Warranties and Liability.

This Site and all Site Content are provided "AS IS" to the full extent permitted by law. This means that we do not warrant that the Site or Site Content will be (a) fit for any particular purpose; (b) uninterrupted or error-free; or (c) free of defamatory, offensive, or illegal material or defects such as viruses, malfunctions, or harmful components that could damage or allow unauthorized access to

your computer or computer network. You acknowledge that the Site and Site Content may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Neither we, nor our officers, directors, members, employees, agents, or representatives are liable for any damages resulting from use of this Site or Site Content including, but not limited to, damages caused by defamatory, offensive, or illegal material or damages caused by viruses, malfunctions, or other harmful components accessed through the Site. In no event shall we, and our affiliated entities, together with our/their respective employees, agents, directors, officers, and shareholders, be responsible or liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by you or any third party, whether in an action in contract or tort, arising from or related to content located on (or accessible via) the Site, or related to your access to, or use of, or inability to use the Site, even if we have been advised of the possibility of such damages or losses.

It is strictly forbidden for you to create or introduce, or advise others to create or introduce, any type of virus or malware to the Site, which could (or will) cause damage or other harmful effects.

The content of the Site is only meant for informative purposes. Therefore, no information, materials or content contained in the Site shall constitute advice, or substitute for professional advice.

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the disclaimer or exclusion of certain liabilities. To the extent that they are held to be legally invalid, disclaimers, exclusions, and limitations set forth in these Terms of Use do not apply; however, all other terms and conditions shall apply and remain in full force and effect.

Links and Changes to Site.

This Site includes links to other web sites that are not maintained by us. We are not responsible for any information, functionality, or content of these web sites nor does their presence mean that we endorse such web sites. We may at any time and for any reason in our sole discretion, modify or discontinue the Site or Site Content or terminate or restrict your access to the Site.

Indemnification.

You agree to defend us, indemnify us, and hold us harmless (as well as our affiliated entities together with our/their respective employees, agents, directors, officers and shareholders) from and against all the liabilities, claims, damages and expenses (including reasonable attorney fees and costs) arising out of your use of the Site; your failure to use the Site; your breach or alleged breach of these Terms of Use or our Privacy Policy, or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties.

Acceptance.

By using the Site, you agree to accept the current Terms of Use. Your continued use of the Site now, or following the posting of notice of any changes in the operating rules, will indicate acceptance by you of such rules, changes or modifications.

Applicable Law.

Your use of the Site and any disputes arising out of such use of the Site is subject to the laws of Illinois without reference to its conflict or choice of law rules, and the parties submit to the exclusive jurisdiction of the state and federal courts located in Illinois.

Exhibit A: Arbitration and Class Action Waiver Provision

1. **General.**

- (a) **Acceptance.** These Terms of Use cover your rights to use the VSG Site, restrictions on that use and your agreement to arbitrate any dispute that may arise between us. These Terms of Use contain a mandatory, binding arbitration clause and a waiver of class-action remedies in Section 2. By downloading, installing or using the Site, or otherwise signaling your acceptance of these Terms of Use, you accept these Terms of Use and agree that you are legally bound by its terms, including the mandatory, binding arbitration clause and class action waiver in Section 2.
- (b) **Modifications.** WE MAY MODIFY THESE TERMS OF USE, INCLUDING THE CONFIDENTIAL ARBITRATION AND DISPUTE RESOLUTION PROVISION BELOW, FROM TIME TO TIME AT OUR SOLE DISCRETION FOR ANY REASON. From time to time, VSG may update these Terms of Use by posting changes to www.vsgdover.com or by notifying you via the contact information you provided (or through other means) that it has updated the Terms of Use. As permitted by applicable law, any change, addition or deletion will become effective at the time the revised Terms of Use are published. Unless VSG states otherwise, the change, addition or deletion will apply to your future and existing uses of the website, software, or services. You are deemed to accept the changes, additions or deletions if: (a) you do not notify VSG to the contrary and terminate these Terms of Use within thirty (30) days of the date of VSG's notice or such other time specified in the notice; or
- (b) you use the website after such effective date. If you do not agree with these changes, you will not be able to use the website.

2. **Arbitration.**

- (a) **Mandatory Arbitration.** For all disputes arising out of or relating in any way to the Site or this Agreement (including any dispute about arbitrability itself), you must first send a written description of your claim to VSG to allow VSG an opportunity to resolve the dispute. Arbitration will be between VSG and the claimant individually. You and VSG each agree to negotiate your claim in good faith. If the parties still cannot resolve the dispute you may request arbitration if your claim or dispute cannot be resolved within 60 days. **Please read this Section carefully. It affects your legal rights. It provides for**

resolution of disputes through individual arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Agreement.

- (b) *Arbitration Procedures.* The individual arbitration of any dispute or claim arising out of or relating in any way to the Site shall be conducted in accordance with the rules of the American Arbitration Association (“AAA”) Consumer Arbitration Rules (https://www.adr.org/sites/default/files/Consumer_Rules_Web_0.pdf), as modified by this Agreement. For clarity, parties agree to delegate to the arbitrator not only substantive issues but also threshold issues such as those issues affecting the parties’ rights to litigate, and so disputes concerning the interpretation or enforceability of this arbitration agreement shall also be subject to arbitration under this Section. The AAA Consumer Arbitration Rules and information about arbitration and fees are available online at www.adr.org. Reasonable costs of such arbitration that exceed the filing fee for litigation will be paid for by VSG; You will not be responsible for the VSG’s attorneys’ fees. You agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and not governed by state law. Any arbitration shall take place in the county where you reside or DuPage County, Illinois, at your election. The individual arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce this Agreement as a court would. Any arbitration shall be confidential, and neither party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.
- (c) *Costs.* Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. Each party will equally share all filing, administration and arbitrator fees.
- (d) ***Class Action Waiver for Arbitration.*** You agree that any proceeding in arbitration will be conducted only on an individual basis and not in a class, consolidated, or representative action.
- (e) *Governing Law.* By using the Site, you agree that the statutes and laws of the United States and the State of Illinois, without regard to conflicts of laws principles, will apply to all matters relating to use of the Site. If the arbitration agreement in sections (a) through (c) does not apply to a given dispute or claim, you agree that any litigation of that dispute or claim shall be subject to the exclusive jurisdiction of the state or federal courts located in DuPage County, Illinois, United States. The United Nations Convention on Contracts

for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement.

- (f) ***Time Limit for Filing Claims.*** You agree that any claim or cause of action arising out of or related to any use of the Site or any activity related to this Agreement must be filed within two (2) years after such claim or cause of action arose or be forever barred.
- (g) ***Right to Opt-Out of Arbitration.*** You have a right to opt out of the agreement to arbitrate in these Terms of Use by unambiguously notifying Company in writing at info@vsgdover.com, Subject: Arbitration Opt-Out, within 60 days of the date you first accepted these Terms of Use that you opt out of mandatory arbitration under these Terms of Use. Unless you validly opt out as provided in this section, the arbitration requirements in these Terms of Use will remain effective, even if this Agreement is terminated.

3. **Class Action and Jury Waiver.**

- (a) ***Class Action Waiver and Jury Waiver in Litigation.*** You agree that, if you have validly opted out of arbitration pursuant to Section 2(g), or if the arbitration agreement contained in sections 2(a) through (h) is found to be unenforceable, any claim or proceeding to be pursued in court will be conducted only on an individual basis and not in a class, consolidated, or representative action. You further agree that if a claim or proceeding proceeds in court rather than through arbitration, you and Company each waive the right to a jury trial.

4. **Severability.**

Severability. If any term(s) or phrase(s) of these Terms of Use shall be found to be void or invalid as a matter of law, such term(s) or phrase(s) only will be severed, and the remainder of the paragraph or provision from which the term(s) or phrase(s) was severed and all remaining paragraphs or provisions of Terms of Use shall nevertheless remain in full force and effect.

Effective: January 1, 2020