

TERMS AND CONDITIONS OF USE

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4. **Proper Use of This Website.** User agrees to use this website according to the following terms and conditions:

(a) **Proper Access.** User agrees to access this website using only permitted internet or World Wide Web resources and acknowledges that User is responsible for paying all costs associated with obtaining such access. User may use this website to obtain only certain personal information previously provided to RAC by User or by a retail seller on behalf of User to induce RAC to extend credit to User. User is not permitted or authorized to access this website for any other purpose without the prior express written consent of RAC.

(b) Hacking, Cracking, or Other Unauthorized Access. User agrees that it will not attempt to access any information concerning RAC or any other User utilizing this website by using any electronic hacking, cracking, spoofing, phishing, or other unauthorized means to obtain access to such information. User also agrees not to originate or participate in denial of service attacks designed to overwhelm or disable RAC's computer systems or services or to hijack such systems or services for use as cyberbots or for use in spam email campaigns. RAC reserves the right to limit or terminate User's access to this website if RAC suspects or determines that User has participated to any extent in any of the activities described above.

(c) Intellectual Property Rights. User agrees not to infringe, copy, misappropriate, damage, disrupt, or otherwise participate in the infringement or diminution in value or recognition of RAC's intellectual property rights, whether such rights originated in the United States or in a foreign country. As utilized herein, "Intellectual Property Rights" include (but are not limited to) copyrights, patents, trademarks, and trade secrets and rights similar thereto. User agrees that it does not acquire any intellectual property rights in this website by downloading or accessing all or any portion of this website. User understands that third parties other than RAC may also possess intellectual property rights in certain sections of this website, the damage, copying, disruption or misappropriation of which may render User liable to one or more of such parties. User agrees not to transmit, copy, post, or otherwise make available to others website material that is copyrighted, is subject to a patent or trademark, or constitutes a trade secret without the express prior written consent of the lawful owner of such material.

5. **Limitation of Liability.** Notwithstanding any other provision of these "Terms and Conditions", User agrees that RAC will not become liable to User for any defects in the design, construction, operation or functioning of this website or any of its hyperlinks whether in tort or contract, including any negligence on the part of RAC or its employees, independent contractors, legal representatives, attorneys, accountants, or other advisors in the conduct of any of such activities. If a court or other entity of competent jurisdiction determines that the provisions of this paragraph are void or otherwise unenforceable, the court or other entity of competent jurisdiction shall construe the remaining "Terms and Conditions" without such limitation, but in no event shall RAC be liable to User for any amount in excess of \$100.

6. **Resolution of Disputes or Questions.** User agrees that any dispute concerning any provision of the "Terms and Conditions of Use" or any question regarding the meaning, interpretation, validity, or enforceability of any provision of the "Terms and Conditions of Use" will be resolved by an appropriate state or federal court located in Cuyahoga County, Ohio sitting without a jury. User hereby waives any right it may have to resolve any such dispute or question by a trial by jury. When possible, any and all provisions of the "Terms and Conditions of Use" will be construed in accordance with the laws of the State of Ohio (excluding its conflicts of laws provisions). If RAC is the prevailing party in the resolution of any such dispute or question, User agrees to pay the reasonable attorneys' fees incurred by RAC in resolving the dispute or question.

7. **Enforceability.** User agrees that any failure by RAC to enforce any provision of these “Terms and Conditions of Use” shall not constitute a waiver by RAC of its right to enforce this provision in the future or its right to enforce other provisions of the “Terms and Conditions of Use”. If any provision of these “Terms and Conditions of Use” is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, the “Terms and Conditions of Use” shall be interpreted and construed without giving effect to the invalid or unenforceable provision.