

VROOM Terms of Use

November 1, 2015

Please read these Terms of Use (“**Terms**”) carefully. These Terms are between you (“**user(s)**”, “**you**” or “**your**”) and Vroom, Inc. (“**VROOM**”, “**we**” or “**our**”) and cover your use of our website <http://www.vroom.com> (“**Site**”), or mobile app (the “**App**”) and the services provided through the Site and the App (the “**Services**”, as further defined below).

You accept and agree to be bound by these Terms and our Privacy Policy (available at https://www.vroom.com/content/pdfs/Privacy_Policy.pdf) (“**Privacy Policy**”) by (a) checking the “I Agree to the Terms/Privacy Policy” box and/or (b) accessing or using one or all of the Services. The Services are available only to people who are at least eighteen (18) years old and possess the legal capacity to form a binding agreement with VROOM. IF YOU DO NOT HAVE SUCH LEGAL CAPACITY, OR IF YOU DO NOT AGREE TO ABIDE BY OR BE BOUND BY THESE TERMS AND PRIVACY POLICY, PLEASE DO NOT ACCESS, USE OR REGISTER TO ANY OF OUR SERVICES.

1. The Services

The Services are currently designed for users who are interested in buying or selling their cars. The Services are mainly targeted to U.S. residents, however the Services are available to non-U.S. residents as well. The Services are currently provided free of charge, however VROOM reserves the right to charge fees with respect to some or all of the Services in the future.

The Services governed by these Terms allow (or may allow you in the future) to:

- **Buy a car** and additional services associated with the purchase, such as certain warranties, by (a) searching our inventory of vehicles; (b) holding the vehicle of your choice; (c) using trade-in services; (d) estimating your monthly payment (e) applying for online vehicle financing; or (f) arranging for an open or closed transport of the selected vehicle within the continental United States only (please note that if you are not a U.S. resident, you shall be solely responsible for the execution and payment of import/export approvals and applicable taxes).
- **Sell your car by using our Appraisal Tool.** To use the Appraisal Tool you need to submit, *inter alia* (a) photos of your vehicle in accordance with the instructions provided therein; (b) your vehicle's VIN number (c) your vehicle's mileage and (d) description of the car and any other information we may require from time to time. The submitted information regarding your vehicle is then uploaded to our internal systems and assessed by our professional team. Following our team's assessment, we will send you an email with an offer to purchase your vehicle. The offer shall include a “cash offer” for the vehicle and the financial terms that apply to the offer (please note point (e) listed in the bullet above with respect to residents living outside of the continental United States). You may use the value of the cash offer towards the purchase of another car (trade-in) from us.
- **Submit Your Content.** One or all of the Services may include “Interactive Areas” on which users may connect with each other and share information, recommendations and reviews. Any content submitted by users to VROOM (including without limitation, such recommendations, reviews, user's full name, vehicle photos or other user proprietary materials, whether or not via the Interactive Areas) shall be called “**Submissions**”.

(Each, a “**Service**” and collectively, the “**Services**”).

Each Service includes our proprietary content or licensed content of others, and may include additional resources such as FAQ and support, contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the “look and feel” of the Service, algorithms, source and object code, interface, GUI, interactive features, related graphics, illustrations, drawings, animations and other features obtained from or through the Service (collectively, the “**Content**”).

THE USE OF THE SERVICES MAY ENABLE USERS TO FACILITATE A CONNECTION WITH THIRD PARTIES (INCLUDING WITHOUT LIMITATION, THIRD PARTY SERVICE PROVIDERS OR OTHER USERS WHO MAY BE INTERESTED IN PURCHASING VEHICLES). VROOM DOES NOT OWN, SELL, CONTROL, MANAGE,

OPERATE, ENDORSE, SPONSOR, AND IS NOT INVOLVED IN ANY MANNER WHATSOEVER WITH SUCH THIRD PARTIES.

VROOM'S SERVICES OFFER AN APPRAISAL TOOL, ASSESSING THE VALUE OF CERTAIN VEHICLES BASED ON CERTAIN CRITERIA. VROOM MAKES NO REPRESENTATIONS REGARDING THE APPRAISAL TOOL AND/OR ITS ACCURACY.

TO THE EXTENT LEGALLY PERMISSIBLE, THE SERVICES AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS" BASIS. VROOM DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICES AND THE CONTENT OR THE SUBMISSIONS. YOU EXPRESSLY AGREE THAT USE OF THE SITE AND THE CONTENT OR THE SUBMISSIONS IS AT YOUR SOLE RISK. VROOM AND OUR THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT THE CONTENT OR SUBMISSIONS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

VROOM WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS, COST OR EXPENSE INCURRED TO USERS OR ANY THIRD PARTY AS A RESULT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, THE CONTENT OR THE SUBMISSIONS.

WHILE WE ATTEMPT TO ENSURE YOUR ACCESS AND USE OF THE SITE IS SAFE, VROOM AND ITS THIRD PARTY PROVIDERS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

2. Prohibited/Restricted Uses

Except to the extent you were authorized in writing by VROOM, you may use the Services solely for personal, non-commercial uses (other than for the purpose of selling or purchasing a vehicle). You shall not use the Services to advertise or promote any product, service or business.

Without limiting the foregoing, you may not use the Services to submit or upload any submissions or details:

- If you are not the legal owner of your vehicle or if you do not have the legal right to sell such vehicle;
- If the license of the vehicle is not registered on your name;
- That are fabricated, false, misleading, offensive or inappropriate;
- If the purpose of doing so is to compete with VROOM;
- That are illegal, deceitful or inaccurate; or
- That are for, on behalf of, or at the request of another person, if such other person would violate any of the above or below restrictions by uploading such Submissions.

Additionally, you may not:

- Register for multiple accounts or use the account of another person;
- Use the Services or open an account if you are under 18;
- Impersonate any person or entity, falsely state or otherwise misrepresent yourself or your affiliation with any person or entity, or express or imply that VROOM endorses you, your vehicle or your business in any manner;
- Use the Services in any way or for any purpose that is immoral, unauthorized or against any local, state, federal or any other applicable laws of the United States or any applicable laws of your jurisdiction (including without limitation, encouraging harmful practices, violence, self-harm, suicide, anorexia, bulimia or the solicitation of minors);
- Upload or submit any content that is racist, sexist, inflammatory, defamatory, hateful, harassing, threatening, abusive, profane, obscene, vulgar or sexually explicit, false, misleading, fraudulent, invasive of VROOM's or

another's privacy or publicity rights, infringing of VROOM's or another's intellectual property rights, contains any trade secrets or other confidential information, or is otherwise offensive or objectionable;

- Use the Services in any way or for any purpose that harms or endangers VROOM or its affiliates, agents, resellers, licensors, subsidiaries, officers, directors, shareholders, employees, sub-contractors, distributors, service providers and/or suppliers (collectively, the “**VROOM Representatives**”);
- Submit any data containing unsolicited promotion, advertising, contests or raffles;
- Attempt to interfere with or disrupt the ability to access the Services, the operation of the Services or the servers or networks that host them;
- Remove or disassociate from the Content or the Services any restrictions and signs indicating proprietary rights of VROOM or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®);
- Bypass any measures VROOM may use to prevent or restrict access to the Services;
- Use any data mining, robots, or other data collection methods in connection with the Services (including the creation of databases);
- Make available in connection with the Services any virus, worm, Trojan horse, spyware, bug, malware, or any other harmful content;
- Use the Services for any purpose for which they are not intended; or
- Infringe or violate any of the provisions of our Terms or Privacy Policy.

PLEASE BE AWARE THAT YOUR BREACH OF THE TERMS OR PRIVACY POLICY MAY ALSO EXPOSE YOU TO CIVIL OR CRIMINAL LIABILITY.

3. Your Account

In order to enjoy the *full* scope of the Services, you are required to register and open an account (the “**Account**”), by (i) providing VROOM with certain details or (ii) using an existing social network account (e.g., Facebook connect, Google connect or Twitter connect) (for further information, see the Privacy Policy).

You must provide VROOM with accurate and complete information when opening an Account and keep it updated at all times. You may not open more than one Account. You are responsible for the activities that occur under your Account and for maintaining the confidentiality of your password and log-in details.

The Account is yours and you shall not allow anyone else to use it without VROOM's prior written approval. You must immediately notify VROOM of any unauthorized use of your Account or breach of its security. VROOM will not be responsible for any damage which is caused to you or others if you do not act in accordance with the Terms or Privacy Policy.

If you wish to cancel the Account you may e-mail VROOM at service@vroom.com and it will be cancelled within a reasonable period of time. Once the Account is cancelled, its information may be deleted or unavailable and VROOM will not be responsible for any loss in this respect.

Any of VROOM's users (including unregistered users) may contact VROOM by filling in a Contact Form on the Site (available at <https://www.vroom.com/contact>) which may require their name and e-mail address.

4. Payment Services

VROOM uses online payment services which are rendered by independent contractors. Any credit card details which users provide VROOM with respect to the Services (e.g. for the purchase of vehicles) are transferred to these online payment services (including without limitation, Paypal). The user is solely responsible for using these online payment services and is also required to abide to the terms specified by the applicable online payment service provider. The service provider's terms of use and privacy policy, not VROOM's Terms and Privacy Policy, govern your use of the online payment services.

5. Typographical Errors

VROOM and its third party service provider are not responsible for typographical errors or omissions relating to pricing, text, photography or any other information included in the Services. In the event that any VROOM product is

mistakenly listed at an incorrect price, VROOM reserves the right to refuse or cancel any orders placed for products listed at the incorrect price. VROOM reserves the right to refuse or cancel such orders whether or not the order has been confirmed and payment was made. If your order is cancelled, VROOM shall issue a refund in the form of the original payment.

6. Intellectual Property

All of the intellectual property rights (including without limitation, inventions, patents and patent applications, trademarks, trademark applications, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered) in or to the Services and the Content (other than the Submissions)(“**Intellectual Property**”) are owned by VROOM and/or licensed to it and are protected by applicable copyright and other intellectual property laws and international conventions and treaties.

Certain automotive content displayed within this website (or application, or mobile application) is taken by permission from ©DataOne Software, and is protected under the United States and international copyright law. Any unauthorized use, reproduction, distribution, recording or modification of this content is strictly prohibited. The intellectual property rights in or to the Submissions (including the photos of your vehicle) **must** be owned by you or licensed to you and not conflict with any third party's rights or any applicable laws. Users must receive all consents and authorizations required by law regarding the use of their respective Submissions (including without limitation, under applicable privacy laws or regulations). **YOU AGREE THAT ALL INFORMATION UPLOADED OR SUBMITTED BY YOU (EXCLUDING PERSONALLY IDENTIFIABLE INFORMATION AND FINANCIAL INFORMATION) IS NON-CONFIDENTIAL AND MAY BECOME PUBLICLY AVAILABLE ON OR THROUGH THE VROOM SERVICES.**

You are granted a personal, non-exclusive, non-commercial, non-transferable, non-sublicensable and fully revocable limited license to use our Content and Services in accordance with the Terms and Privacy Policy. All rights not expressly granted to you under the Terms or the Privacy Policy are reserved by VROOM and/or its licensors. Among other restricted actions, for example: (i) you may not modify, reproduce, republish, frame, download, transmit, distribute, rent, lease, loan, sell, assign, license, sublicense, reverse engineer, publicly display or create derivative works based on the Content or Services without VROOM's prior written consent, (ii) you are not allowed to use the VROOM trademarks or third party trademarks appearing on or through the Services without our prior written consent.

You grant VROOM an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate any of your vehicle photos, feedback, comments or suggestions regarding our Services into our current or future products, services or technologies; all without compensation or your approval.

You also grant VROOM a perpetual, non-exclusive, royalty-free, and worldwide license to publicly display, communicate, distribute, host, publically perform, publish, reproduce, make modifications or derivative works, store and to use any of your Submissions in connection with the VROOM Services, in any media formats and through any media channels known today and developed in the future for the purpose of operating, marketing, promoting and improving the Services. You also grant VROOM permission to attribute you in connection with your Submissions. You hereby waive any rights of privacy or publicity in this respect.

THE UPLOADING OF SUBMISSIONS IS AT YOUR SOLE RISK AND RESPONSIBILITY. VROOM WILL NOT BE LIABLE FOR ANY RESULT (INCLUDING LOSS, DAMAGE, COST) ARISING FROM OR CONNECTED TO THE SUBMISSIONS (INCLUDING THEIR USE BY OTHER USERS).

Even though VROOM has no obligation to screen, edit, delete or monitor Submissions, it reserves the right to do so at its sole discretion and without giving any prior notice, including in the following cases: (i) in order to conform with legal requirements or respond to any legal adjudication or process; (ii) in order to safeguard the Services or ensure your compliance with the Terms or Privacy Policy; and/or (iii) in order to protect and secure the interests, rights and property of the VROOM Representatives. In addition, VROOM may limit the size and storage spaces available for Submissions.

7. Notice and Takedown

If you believe that any content displayed on any of the Services (i) is inappropriate, offensive, violent, sexually inappropriate; or (ii) infringes your copyrighted work, you may send us a notice to service@vroom.com.

A notice relating to copyright infringement should include the following information (a) a description of your copyrighted work; (b) proof that you are the owner of the copyrighted work; (c) a description of the material that you believe to be infringing your copyrighted work and that should be removed or blocked; (d) your contact details; and (e) a statement that the information you provided is accurate.

Once we receive the notice, we may take actions in our discretion, including the removal of the alleged infringing or offensive material.

8. Linking to our Service(s) and Links to Third Party Websites or Services

You are free to establish a link to any of our Services on your rightfully owned properties as long as the link does not state or imply any connection or approval of VROOM to your website, products or services or portray VROOM in a false or offensive manner.

One or all of the VROOM Services may contain links to non-VROOM websites or services for your convenience only; they are not under our control and we do not endorse or assume any responsibility for their content, information or functionality. Your access or use of any non-VROOM websites or services or reliance upon their content is at your own risk. Most of such linked sites or services provide legal documents, including terms of use and privacy policy which govern their use (our Terms and Privacy Policy do not apply to them).

You agree that VROOM is not responsible or liable, directly or indirectly, for any damage or loss of any kind caused or alleged to be caused, by or in connection with your use of or reliance upon any information, services, content, products or other materials available on or through such linked sites or resources, or any damage or loss relating to your interaction or dealings with third parties. VROOM reserves the right to terminate any link at any time at its sole discretion.

9. 7-Day-Drive Return Policy

VROOM offers the following return policy. For certain vehicles purchased from VROOM you may test drive the vehicle for 7 days or 250-miles, whichever comes first. If you decide that you are not satisfied with the vehicle, you may return the vehicle and request a refund only within the 7 day period following the receipt of your vehicle if you have driven less than 250 miles with that vehicle (“**Return Period**”). If you request a refund within the Return Period, VROOM will give you a full refund of your purchase price. If you do not request a refund within the Return Period, you forfeit this option and will not be eligible for a refund. We do not offer refunds on any additional services that you may purchase in the members area once you are a member.

10. Disclaimer of Warranties.

TO THE EXTENT LEGALLY PERMISSIBLE, ANY AND ALL OF THE SERVICES AND THE CONTENT ARE PROVIDED ON AN “AS-IS” BASIS. THE VROOM REPRESENTATIVES DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

IN ADDITION, IN NO EVENT SHALL THE VROOM REPRESENTATIVES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANY OTHER PARTY IN CONNECTION WITH THE SERVICES.

VROOM REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS REGARDING THE USE OF ANY AND ALL SERVICES, INCLUDING BUT NOT LIMITED TO THE OPERATION, ACCURACY, RELIABILITY, COMPLETENESS, QUALITY OR SUITABILITY OF THE INFORMATION OR CONTENT DISPLAYED ON OR THROUGH THEM.

VROOM REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS OR ERRORS.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

11. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE VROOM REPRESENTATIVES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, UNDER ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION, BY TORT, NEGLIGENCE, CONTRACT OR OTHER), ARISING FROM OR CONNECTED TO THE SERVICES OR CONTENT, OR ARISING FROM OR CONNECTED TO THE TERMS AND PRIVACY POLICY; EVEN IF ANY OF THE VROOM REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, VROOM REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING UNDER THE TERMS AND PRIVACY POLICY OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE CONTENT OR SERVICES SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU (IF ANY) TO VROOM FOR USE OF THE SERVICES OR \$US1.00, WHICHEVER IS GREATER.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

12. Indemnification

You agree to defend, indemnify and hold harmless the VROOM Representatives from and against any obligations, losses, liability, claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with: (i) your use or misuse of the Content or Services; (ii) your conduct in connection with the Services or with other third parties via the Services; (iii) your Submissions; (iv) your violation of the Terms or Privacy Policy; (v) your violation of any third party rights, including without limitation any intellectual property right or privacy right of such third party; (vi) any damage, of any sort, you may cause to any third party with relation to the Submissions or Services.

Without derogating from the foregoing, VROOM reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations and in which event you will fully cooperate with VROOM in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining VROOM's prior express written approval.

13. Advertisements

VROOM may accept advertisements from third party advertisers or others. VROOM makes no warranties or representations concerning such advertisements. You understand and agree that you are not entitled to any compensation or remuneration with respect to these advertisements.

14. Children's Restricted Use

VROOM reserves the right to request proof of age at any stage so that it can verify that minors or children under the age of eighteen (18) are not using any of the Services. If VROOM becomes aware that a person under the age of eighteen (18) is using any of the Services, it will prohibit and block such person from accessing or using the Services.

15. Changes to the Service(s), Terms and Privacy Policy

VROOM reserves the right to make changes to its Services, Terms and Privacy Policy at any time and for any reason, so please re-visit this page frequently. If VROOM makes material changes to the Terms or Privacy Policy, then VROOM will either notify you by email or by posting a notice on the Services. These changes will come into effect seven (7) days after such notice was provided on the Services or sent to you by e-mail, whichever is earlier. Otherwise, all changes are effective as of the date indicated at the top of this page ("Last Updated") and your continued use of the Service(s) after the indicated date will constitute acceptance to be bound by those changes. If any of the Services, Terms or Privacy

Policy must be amended in order to comply with any legal requirements, the amendments may take effect immediately or as required by law and without any prior notice.

VROOM reserves the right to stop, temporarily or permanently, the operation of any and all Services without notice, at any time. All information (ours or yours) made available on the applicable Service may be removed or deleted and you are required to make your own copy of any information you submit to VROOM. VROOM will not be liable to you or to any third party for any changes, suspension, or discontinuance of the Service(s) or any malfunctions that may occur in connection thereto.

16. Suspension; Termination

If you do not comply with the Terms and Privacy Policy, VROOM may suspend or terminate your Account. If, for any reason, you no longer consent to the Terms or Privacy Policy, please stop using the Services (and, to the extent you are a registered user, please cancel your account as stated in Section 3 above) and this will be your sole remedy in such circumstances.

Upon termination, by you or us:

- You will cease any further use of the Services and any information that was made available to you prior to the termination;
- All rights granted to you under the Terms and Privacy Policy will automatically terminate;
- Certain data (e.g. Content, Submissions, etc.) may be deleted and you will have no right or claim in this respect; and
- The provisions of these Terms that by their nature must survive the termination shall so survive. Without limiting the generality of the forgoing, the Intellectual Property, Disclaimer of Liability, Limitation of Liability, Indemnification, Jurisdiction and "General" sections will survive the termination of these Terms.

17. General

(a) These Terms constitute the entire agreement between you and VROOM regarding your use of any and all of the Services as detailed herein, and supersedes any prior agreements between you and us relating to such use; (b) These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and VROOM; (c) Any heading, caption or section title contained in these Terms or our Privacy Policy is inserted only as a matter of convenience; (d) The failure of either party to exercise or enforce any right or provision of these Terms or any prior version of these Terms shall not constitute a waiver of such right or provision in that or any other instance; (e) If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be amended as possible to comply with the applicable law. This shall not affect the validity and enforceability of any remaining provisions; (f) We may assign any right or obligation under the Terms or Privacy Policy without restriction, but you may do so only after receiving our express written consent; (g) Any amendment to the Terms and Privacy Policy must be done in writing and signed by us and you; (h) All correspondence between you and VROOM shall be in English.

YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES OR CONTENT MUST COMMENCE **WITHIN ONE (1) YEAR** AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18. Jurisdiction

Any claim relating to these Terms, the Privacy Policy, any of the Services or Content will be governed by and interpreted in accordance with the laws of the State of New York, U.S.A without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied. Any dispute arising out of or related to any of the Services will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Southern District of New York, U.S.A. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

19. Got any Questions?

If you have any questions (or comments) concerning the Terms or Privacy Policy, please send us an e-mail to the following address service@vroom.com and we will make an effort to reply within a reasonable timeframe.