

# Terms and Conditions

## **Agreement between user and www.aes-desktop.com**

Welcome to www.aes-desktop.com. The www.aes-desktop.com website (the "Site") is comprised of various web pages operated by Automotive Efficiency Services LLC ("AES-Desktop.com"). www.aes-desktop.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.aes-desktop.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.aes-desktop.com is a Sales Associate and showroom traffic management tool Site We provide automotive dealerships with a web based sales associate and client management tool that organizes and monitors its staff while seamlessly gathering pertinent client data. This information is organized by sales completion process and provides critical feedback into sale process miscues and time delays. Our dealmaker software creates multiple client finance, lease, and one pay lease options in two mouse clicks and enables the sales manager to customize as needed and utilize our industry tested consultative proposal sheet. We track showroom traffic from handshake to vehicle delivery and identify trends that make sales training timely and relevant.

## **Privacy**

Your use of www.aes-desktop.com is subject to AES-Desktop.com's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting www.aes-desktop.com or sending emails to AES-Desktop.com constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that AES-Desktop.com is not responsible for third party access to your account that results from theft or misappropriation of your account. AES-Desktop.com and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

AES-Desktop.com does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.aes-desktop.com only with permission of a parent or guardian.

## **Cancellation/Refund Policy**

This service may be terminated by either party upon 30 days prior written notice to the other

party. An email notice by one party will suffice. Please contact us at AES-Desktop.com with any questions.

### **Links to third party sites/Third party services**

www.aes-desktop.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of AES-Desktop.com and AES-Desktop.com is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. AES-Desktop.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by AES-Desktop.com of the site or any association with its operators.

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### **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use www.aes-desktop.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to AES-Desktop.com that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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### **International Users**

The Service is controlled, operated and administered by AES-Desktop.com from our offices

within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the AES-Desktop.com Content accessed through [www.aes-desktop.com](http://www.aes-desktop.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless AES-Desktop.com, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. AES-Desktop.com reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with AES-Desktop.com in asserting any available defenses.

### **Liability disclaimer**

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### **Termination/access restriction**

AES-Desktop.com reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and AES-Desktop.com as a result of this agreement or use of the Site. AES-Desktop.com's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of AES-Desktop.com's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by AES-Desktop.com with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and AES-Desktop.com with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and AES-Desktop.com with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

AES-Desktop.com reserves the right, in its sole discretion, to change the Terms under which [www.aes-desktop.com](http://www.aes-desktop.com) is offered. The most current version of the Terms will supersede all previous versions. AES-Desktop.com encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

AES-Desktop.com welcomes your questions or comments regarding the Terms:

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Ladera Ranch, California 92694

Email Address:  
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Telephone number:  
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Effective as of January 01, 2014