

Terms of Use

LAST UPDATED: July 27, 2026

These Terms of Use apply to all websites that are owned, operated, and maintained by or for the Ohio Automobile Dealers Association (“we,” “us,” or “our”) including www.oada.com and other websites on which these Terms of Use are linked (“Site”) as well as your use of the services we provide and other transactions and engagements you might have with us (collectively, “Services”). Notwithstanding the foregoing, if you or the organization on whose behalf you are engaging with the Site or Services have entered into a separate contract with us, the terms of that contract, and not these Terms of Use, will govern our relationship with regard to the subject matter thereof.

READ THESE TERMS OF USE CAREFULLY. THEY REQUIRE BINDING ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST US.

1. General Provisions

THESE TERMS OF USE TOGETHER WITH [THE PRIVACY POLICY](#) AND ANY SUPPLEMENTAL TERMS, CONDITIONS, OR RULES POSTED TO A SPECIFIC AREA OF THIS SITE (COLLECTIVELY, “TERMS”) SET FORTH THE LEGALLY BINDING TERMS GOVERNING YOUR USE OF THE SITE AND SERVICES.

By entering this Site or using the Services, you acknowledge and agree to all terms, conditions, and rules stated in these Terms. You are not permitted to use this Site or the Services if you do not agree to be legally bound by these Terms. Please read these Terms carefully. The Site and Services are intended for use only by citizens and legal permanent residents of the United States of America residing within the United States of America 18 years of age or older. If you are not a member of the intended audience, you are prohibited from accessing the Site or using the Services.

We may, in our sole discretion, modify the Terms from time to time and we reserve the right to make changes at any time, without notice or obligation, to the Site or Services. Changes are effective immediately upon posting. If we believe a change is material, as determined by us in our sole discretion, we will provide notice of the change such as by posting a banner on our Site, sending an email to current users, and/or posting a notice in our Services. By not terminating your relationship with us prior to the effective date of the change, you acknowledge and agree that you shall be bound by the updated Terms. We suggest periodically visiting this page of the Site to review these Terms.

You represent and warrant that you are the person you claim to be in your interactions with us, the Site, and Services and, in you are using the Site or Services on behalf of an organization, that you are authorized by such organization to act on their behalf. You will use the Site and Services in compliance with all applicable laws and regulations, and you will not use them to defraud, harm, or impersonate another person.

2. Password and Account Security

You may need to create an account to access some features or areas of this Site. In doing so, you must provide us with accurate and complete registration information and update it if this information changes. You agree that you will not register under the name of another person, choose a username that is vulgar, profane or otherwise offensive, choose a username that impersonates or suggests representation of another person or entity, or choose a username that includes a solicitation.

If you create a login, we will assign you, or allow you to select, a password. You must keep your password confidential, and you must not permit any other person to use your password. You will be responsible for all use of your password, including, without limitation, any use by any authorized or unauthorized third party. You must notify us immediately if you believe your password may be used by any unauthorized person or entity. For security purposes, we recommend you change your password often. Under no circumstance should you respond to a request for your password. Our employees will never ask for your password. You must notify us immediately if you receive such a request. We reserve the right to suspend or terminate your use of the Site if we believe that your password is being used without permission or otherwise in a manner that may disrupt the Site.

3. User Guidelines

You agree that you will not use the Site or Services to transmit communications that defame, abuse, harass, stalk, threaten, or otherwise violate the rights of any other person. You also agree that you will not use the Site or Services to transmit communications containing material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, pornographic, or discriminatory. You will not use the Site or Services to commit fraud, engage in criminal activity, violate any applicable law or regulation, or interfere with the use of the Site or Services by others. We reserve the right, but are under no obligation, to review your communications and use of the Site and Services and without notice terminate your access to and use of the Site or Services if we determine, based on our sole discretion, that you violated the foregoing user guidelines.

4. User Data

We will maintain certain data that you transmit as part of the Site and Services for purposes of managing the Site and Services and providing the Site and Services to you. We do not warrant that we will retain your data for any period of time or at all. You should retain copies and backups of all data you provide to us. You agree that we shall have no liability to you for any loss or corruption of data you provide to us or that we store associated with your use of the Site and Services.

5. Termination

We may suspend or terminate your use of the Site or Services at any time for any reason and without notice to you. Upon termination, we may, but are under no obligation to, delete any and all information stored by us related to your use of the Site or Services.

6. Site Content

While we make every effort to present accurate and reliable information on this site, we does not endorse, approve, or certify such information, nor do we guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of such information. Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness.

Specifically, the compliance, regulatory and legal-related information contained or linked to from this Site is provided for informational purposes only and should not be construed as legal advice on any subject matter. We are not authorized to provide legal advice. Similarly, articles or submissions from any outside attorneys that may on occasion be posted or referenced do not constitute legal advice. You should not consider any information, even if provided by an outside attorney, to be an invitation to an

attorney-client relationship, should not rely on information presented here for any purpose, and should always seek the legal advice of counsel in the appropriate jurisdiction. The content of this Site contains general information and may not reflect current legal developments. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

7. Disclaimer of Warranties

The Site and Services are provided to you on an "AS IS" and "AS AVAILABLE" basis, and AT YOUR OWN RISK TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. WE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES REGARDING SECURITY, CURRENCY, CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY WITH RESPECT TO THE SITE AND SERVICES. We expressly disclaim, to the fullest extent permitted by applicable law, any warranties with respect to any downtime, delays, or errors in the transmission or delivery of any communications, information, materials, or services through the Site or Services. To the extent a jurisdiction does not allow the exclusion of certain warranties, some of the above exclusions may not apply. You understand and agree that the action or inaction of third parties is outside of our control and that we do not guarantee any third party will take any action or refrain from taking any action.

We do not warrant, endorse, guarantee, or assume responsibility for any third-party product or service recommended, advertised, or offered for sale on or through the Site or Services or any website linked to the Site or Services.

8. Our Intellectual Property

All images, text, sound, photos, custom graphics, button icons, the collection and compilation and assembly thereof, and the overall "look and feel" and distinctiveness of the Site and Services constitute trade dress and are either our property or used on the Site or Services with permission. The absence of our name or logo does not constitute a waiver of our trademark or other intellectual property rights relating to such name or logo. All other product names, company names, marks, logos, and symbols appearing on the Site or Services may be the trademarks and the property of their respective owners.

You acknowledge and agree that the Site and Services, and all information and materials appearing therein, are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and are owned or licensed by us. Except as expressly authorized by us, either in these Terms or elsewhere, you agree not to sell, license, rent, reverse engineer, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the Site or Services. You must not remove, alter, or obscure any copyright, patent, trademark, or other proprietary or restrictive notice or legend contained or included in any part of the Site or Services.

9. Digital Millennium Copyright Act Notice

If you believe that any material on this Site infringes your copyright rights, please contact our designated agent for Digital Millennium Copyright Act notices at:

Ohio Automobile Dealers Association
Attn: Copyright Manager
6515 Longshore Loop, Suite 320
Dublin, OH 43017
msmallwood@oada.com
(614) 766-9100

We require that you provide a written or email notice. In your notice, please include:

- Your physical or electronic signature;
- Identification of the copyrighted work you claim to have been infringed, or, if there are multiple copyrighted works, a list of such works;
- Identification of the material that you claim to be infringing, and where the material is located on the Site;
- Your address, telephone number, and email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you or the law; and
- A statement, under penalty of perjury, that the information in your notice is accurate.

If the notice is submitted by someone else on your behalf, the notice must also contain a statement that, under penalty of perjury, the person submitting the notice is authorized to act on your behalf.

We may need to contact you to obtain additional information prior to acting on your notice, and you give us permission to do so. Upon receiving actionable notice that any material on the Sites infringes a copyright, we will remove such material subject to applicable law. If we receive a counternotice, we will forward it to the person who requested removal. We do not investigate or resolve copyright disputes.

10. Limitation of Liability

IN NO EVENT WILL WE OR OUR AFFILIATES, VENDORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR LOST REVENUE, LOST PROFITS, LOSS OF GOODWILL/REPUTATION, OR LOST ANTICIPATED BUSINESS (EVEN IF WE HAVE BEEN ADVISED OF OR COULD HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THESE TERMS, THE SITE, OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY. OUR AGGREGATE LIABILITY FOR ANY LIABILITIES, LOSSES, COSTS, DAMAGES, AND EXPENSES ASSOCIATED WITH ANY CLAIM OR ACTION RELATED TO, IN CONNECTION WITH, OR ARISING UNDER THESE TERMS, THE SITE, THE SERVICES, OR OUR RELATIONSHIP REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). TO THE EXTENT A JURISDICTION DOES NOT ALLOW THE LIMITATION OF SOME LIABILITIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

11. Dispute Resolution

Any controversy, claim or dispute arising out of or related to these Terms, the Sites, the Services, and/or your relationship with us including, but not limited to, alleged violations of state or federal statutory or

common law rights or duties (a "Dispute") will be solely and exclusively resolved according to the procedures set forth in this paragraph. If the parties are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute by sending notice demanding arbitration to the other party. The demand for arbitration will be made within a reasonable time after the Dispute has arisen, but in no event will it be made more than one year from when the aggrieved party knew or reasonably should have known of the controversy, claim, or facts forming the basis of the Dispute. The arbitration will be initiated and conducted according to American Arbitration Association rules and procedures for commercial arbitration, including, as applicable, provisions for the resolution of consumer disputes and for the handling of mass arbitrations (the "Arbitration Rules"). The arbitration will be conducted in Franklin County, Ohio before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The parties may mutually agree to such arbitration being held teleconference or video conference. If the amount in controversy is \$20,000 or less, the arbitration will be conducted based solely on written submissions without a hearing. The decision of the arbitrator will be final without option to appeal. To the fullest extent permitted by law, the arbitrator will not have the power to award punitive, special, consequential, or indirect damages against any party. Arbitration costs and fees will be divided between the parties in accordance with the Arbitration Rules. Each party will be responsible for paying its own attorneys' fees, costs, and expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. No disputes may be arbitrated on a class or representative basis and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY AGREEING TO THESE TERMS, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION, CLASS ARBITRATION, OR SIMILAR PROCEDURAL DEVICE; AND WAIVES ANY RIGHT IT MAY HAVE TO PRESENT ITS CLAIM OR DISPUTE IN A COURT OF LAW. Notwithstanding the foregoing, a party may bring a claim in small claims court in Franklin County, Ohio to the extent permitted by the Arbitration Rules. Judgment on the award rendered by the arbitrator(s), if any, may be entered for enforcement purposes in any court having jurisdiction thereof. These Terms relate to a transaction in interstate commerce and this dispute resolution provision is governed by the Federal Arbitration Act.

12. Governing Law

The Terms are governed according to the laws of the State of Ohio, without regard to its conflicts of law principles. Subject to the dispute resolution process described above, all claims, disputes, and suits must be brought solely in the state or federal courts located in Franklin County, Ohio, and the parties agree to the jurisdiction thereof.

13. Indemnity

You will defend, indemnify, and hold us and our vendors, service providers, officers, directors, employees, contractors, and agents harmless from and against any and all claims, governmental investigations, demands, actions, and proceedings, real or threatened, and all losses, judgments, awards, settlements, damages, fines, injuries, penalties, and costs (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses") arising out of or related to (i) any breach or alleged breach of these Terms by you; (ii) your violation of any applicable law or regulation; or (iii) your negligence or willful misconduct. If you assume defense of the claim, (i) you will use legal counsel acceptable to us in our sole discretion and (ii) we will retain the right to participate in the defense of the claim using counsel of our choosing at our cost. You will not settle or otherwise dispose of a claim in any manner that does not provide a full complete release of the indemnified party or which

places any obligation upon the indemnified party without our prior written consent which we may grant or withhold in our sole discretion.

14. Links

The Site or Services may contain links to or be accessed through links that are owned and operated by independent third parties to which these Terms do not apply. We provide links as a convenience and the inclusion of the link does not imply that we endorse or accept any responsibility for the content on those sites. We are not responsible for content including but not limited to advertising claims, special offers, illustrations, names or endorsements on any other sites to which the Site or Services may be linked to or from which the Site or Services may be accessed. Further, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. Your linking to any other off-site pages or other sites is at your own risk. We recommend that you review any terms of use statement and privacy policy before using any other linked site.

15. Force Majeure

We will be excused from failures or delays in delivery or performance of the Site and/or Services, if such failure or delay is attributable to causes our reasonable control such as weather, acts of God, natural disaster, war, terrorist attack, disease, epidemic/pandemic, criminal activity, riot, civil unrest, strike, or utility failure.

16. Feedback

We always welcome and appreciate your feedback and suggestions. You understand that we cannot necessarily respond to or implement feedback or suggestions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to us are yours personally and not owned by a commercial entity. You grant us a worldwide, unrestricted, royalty-free license to distribute, publish, modify, edit, or otherwise use your submissions for any purpose, commercial or otherwise, without any acknowledgement of or compensation to you.

17. Miscellaneous

The Terms constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of the Terms will not operate as a waiver of such right or provision. If any provision of the Terms is determined to be unlawful, void, or unenforceable, the parties intend that the offending provision be modified to the minimum extent necessary to be lawful and enforceable. Portions of the Terms which by their nature would survive termination of your use of the Site or Services (*e.g.*, disclaimer of warranties, limitation of liability, indemnification) shall be deemed to survive. The Terms do not create any joint venture, partnership, employment, or agency relationship between the parties. You agree that ambiguities in the Terms will not be construed against us by attribution of drafting. We may assign any of our rights or obligations to others at any time without notice to you. You may not assign any of your rights or obligations to others without our prior written consent.

Contact Information

If you have any questions about the Site, our Services, or the products we offer, please contact us using the information below.

6515 Longshore Loop, Suite 320
Dublin, OH 43017
webmaster@oada.com
(614) 766-9100