

Terms of Use for Certain Creative Assets

These terms of use (“**Terms of Use**”) are entered into by and between you and CarGurus, Inc. (the “**Company**,” “**we**,” “**us**,” or “**our**”), and together with the CarGurus.com Terms and Conditions of Use at <https://www.cargurus.com/Cars/TermsOfUse.html>, govern your use of the CarGurus.com creative assets made available to you by us at <https://dealers.cargurus.com/TRD2020> (the “**CarGurus Badges**”).

Please read these Terms of Use carefully. By clicking to accept or agree to the Terms of Use, you acknowledge and agree that you are legally bound by the Terms of Use and that you shall only download and use the CarGurus Badges as specified herein. If you do not want to accept or agree to the Terms of Use, you may not download or use the CarGurus Badges.

We may revise and update the Terms of Use from time to time, and all changes are effective immediately when they are posted. Your continued use of the CarGurus Badges following reasonable notice of such changes will be deemed as conclusive evidence that you have accepted and agree to the changes. Please review these Terms of Use periodically for changes. They were last updated on 6/7/2018

Acceptable Uses of CarGurus Badges

Subject to your compliance with these Terms of Use, we authorize you to download the CarGurus Badges solely for the purposes specified on <https://dealers.cargurus.com/TRD2020> and in compliance with our trademark usage guidelines available at https://go.cargurus.com/rs/611-AVR-738/images/CarGurus_Badges_Trademark_Usage_Guidelines_TRD2020.pdf which we may update or change from time to time.

We may monitor your use of the CarGurus Badges to ensure compliance with these Terms of Use, and you agree to provide us with samples of your use of the CarGurus Badges upon our reasonable request at no cost to us. If we notify you that any use does not so comply, you will immediately remedy such default to our reasonable satisfaction or terminate use of the CarGurus Badges.

Prohibited Uses of CarGurus Badges

You agree that you will not use versions of the CarGurus Badges other than those that may be downloaded at <https://dealers.cargurus.com/TRD2020>, and that you will not alter, modify or otherwise create derivative works of the CarGurus Badges. You further agree that you will not alter, modify, remove, or obstruct any proprietary notices or legends that we have placed on the CarGurus Badges.

Except as set forth on <https://dealers.cargurus.com/TRD2020>, you will not use the CarGurus Badges in any manner that suggests the affiliation, sponsorship, endorsement or association with or by the Company with or of you or any third-party entity, person, product or service unless express written permission has been given by CarGurus in advance.

You also agree not to use the CarGurus Badges in any way that violates any applicable law or otherwise promotes any illegal activity.

Intellectual Property Rights

The CarGurus Badges are Trademarks (as this term is defined in the CarGurus.com Terms and Conditions of Use at <https://www.cargurus.com/Cars/TermsOfUse.html>) of the Company, and all trademark, copyright and other intellectual property rights incorporated into or embodied by the

CarGurus Badges are exclusively owned by the Company. You acknowledge and agree that the CarGurus Badges are protected under the trademark and copyright laws of the United States and the jurisdiction where you are domiciled (if not the United States), and that you will not challenge our exclusive ownership of the CarGurus Badges, our trademarks and copyrights in the CarGurus Badges, or our registrations or application for registration of the same. You also will not register or attempt to register with any trademark or copyright office, anywhere in the world, any of the CarGurus Badges, or marks confusingly similar thereto, as a trademark, service mark, logo, slogan, domain name, social media handle, original work of authorship, or any part thereof. Except as set forth herein, these Terms of Use do not grant you any right, title or interest in or to the CarGurus Badges, and all such right, title and interest are exclusively reserved by and shall remain with the Company. Your use of the CarGurus Badges, and all goodwill associated therewith, shall inure solely to our benefit.

Termination Rights

We may terminate your right to use the CarGurus Badges at any time and for any reasons by notice to you. Upon your receipt of such notice, you shall have five (5) days to remove the CarGurus Badges from your website, social media sites and other online advertising materials and thirty (30) days to remove the CarGurus Badges from and discontinue all use of any branded printed materials.

We may also terminate your right to use the CarGurus Badges if you materially breach these Terms of Use and do not cure such breach to our reasonable satisfaction. In the event of any such termination for an uncured breach, you shall immediately discontinue any and all use of the CarGurus Badges upon your receipt of our notice of termination.