

Terms of Use

The conditions for visiting Dealer Pocket, creating an account, and using the current sample and authorized testing services.

Effective September 22, 2026 | Version 2026-09-22.2
<https://dealerpocket.com/terms> | info@dealerpocket.com

01. About these terms

These Terms of Use govern dealerpocket.com, the Dealer Pocket web application, and related features we make available (the Services). The provider is Dealer Pocket LLC (we, us, or the Company). You means the person using the Services and, where that person is authorized to act for a business, that business.

By affirmatively accepting these Terms or using the Services after being given reasonable notice of them, you agree to these Terms to the extent permitted by applicable law. If you do not agree, do not create an account or use restricted features. Nothing here removes rights that applicable law does not allow you to waive.

02. Current service and eligibility

The current offering includes public samples and authorized testing workspaces. Features vary by account and permissions. Public samples use illustrative data and do not approve a real transaction or connect to dealership records. Creating an account does not grant dealership access, reserve promotional pricing, or start a paid subscription.

You must be at least 18 and legally able to enter this agreement to register or use a workspace. If you act for a dealership or other business, you must have authority to bind it and permission to use its records. Do not claim to represent a business without authorization.

Only features expressly enabled and supported for your account are available for use. These Terms do not promise future functionality or delivery dates.

03. Software platform and independent dealership services

Dealer Pocket is a software platform for organizing business information and supporting authorized workflows. We do not sell or purchase vehicles for users, act as a vehicle dealer or broker, provide vehicle warranties or insurance, or perform repairs, reconditioning, inspections, delivery, or other physical dealership services. A feature for recording or tracking such an activity does not mean that the Company provides it.

Dealerships and other providers are independent businesses. They are responsible for their own offers, prices, representations, transactions, customer agreements, vehicle condition, title and registration duties, warranties, taxes, delivery, and services. A listing, document, approval status, calculation, or other record in the Services is not our endorsement, inspection, certification, guarantee, or acceptance of responsibility for the underlying transaction.

Direct questions or claims about a vehicle, warranty, repair, or other third-party service to the responsible dealership or provider. To the extent permitted by law, we are not responsible for those independent parties' acts, omissions, promises,

or performance merely because they use our software. We remain responsible for our own obligations under these Terms and applicable law; this section does not give the Company immunity for its own conduct.

04. Accounts and dealership authority

Provide accurate registration information and keep it current. Use your own credentials, protect your devices, and do not share individual logins. Notify info@dealerpocket.com promptly if you suspect unauthorized access. You are responsible for activity you authorize and for taking reasonable care of your credentials; these Terms do not make you responsible for our misconduct.

Dealership administrators manage team access and business permissions. They must invite only authorized people, assign appropriate roles, and remove access when it is no longer needed. We may verify authority before changing access or releasing records. Registration and platform administration do not by themselves authorize access to another dealership's data.

05. Permitted use and intellectual property

Subject to these Terms, we permit you to browse public pages and use enabled features for lawful internal business purposes within your authorized access. This permission is limited, non-exclusive, and non-transferable, except for authorized business users acting under their own accounts.

The Services, software, original text, designs, artwork, logos, and documentation are protected to the extent recognized by applicable intellectual property laws. Rights remain with their respective owners, including the Company and applicable authors or licensors. Access does not transfer ownership of the software or brand to you. Third-party software and materials remain subject to their applicable licenses. These Terms do not claim that any patent has been granted or is pending, or that a trademark or copyright has been registered.

Except for the permission expressly given in these Terms, a separate written authorization, or a use permitted by applicable law or an applicable license, you may not reproduce, modify, distribute, sell, or create derivative works from protected software, artwork, text, designs, logos, or documentation. Do not remove proprietary notices, misuse confidential source code or trade secrets, or use our branding in a way that falsely implies our endorsement. These Terms do not claim exclusive ownership of general ideas, concepts, or public facts, or prohibit lawful independent development.

06. Acceptable use

- Use the Services only for lawful, authorized business activities. Do not use them to commit or facilitate fraud, unlawful transactions, or violations of applicable laws, privacy rights, or intellectual property rights.
- Do not hack or attempt to gain unauthorized access to accounts, dealership records, systems, or networks; steal or misuse credentials; evade access controls or usage limits; or probe, scan, or test system security without our prior written authorization, except where applicable law expressly permits the activity.
- Do not introduce malicious code, exploit vulnerabilities without authorization, disrupt or overload the Services, impersonate someone, falsify records, or conceal unlawful activity. Report suspected vulnerabilities to info@dealerpocket.com without accessing other users' records or causing further harm.
- Do not resell or sublicense access, expose restricted features to unauthorized third parties, or use automated collection that bypasses controls or imposes an unreasonable load.
- Do not copy, decompile, disassemble, or reverse engineer protected software except where we authorize it in writing or applicable law or a relevant open-source license permits it.

- Do not upload information you lack authority to process. Use fictional or appropriately de-identified information for testing unless a workspace is expressly authorized for the relevant records. Do not enter sensitive identification, banking credentials, payment-card details, medical data, or tax forms into general fields or support email.

These restrictions do not prohibit authorized exports of your business records, ordinary lawful dealership activities in supported features, good-faith complaints, or lawful reviews of the Services.

07. Your information and business records

As between you and the Company, you or the relevant rights holder retain ownership of records, documents, and other content submitted through your account (User Content). You give us a limited right to host, store, reproduce, transmit, display, and process it as reasonably necessary to provide the features you use, support and secure the Services, follow authorized instructions, and comply with applicable law. This permission does not transfer ownership or permit sale of your business records.

You must have the necessary rights and provide required notices or obtain required consents before supplying personal or confidential information. Your dealership remains responsible for lawful business decisions and recordkeeping. We remain responsible for our own applicable legal obligations.

We handle information as explained in our Privacy Policy at <https://dealerpocket.com/privacy>. Business records are made available according to authorized workspace access, provider processing, legal requirements, and other disclosures described there.

08. Integrations and automated results

Some authorized workspaces may offer third-party bank connections, receipt extraction, or AI classification. Use an integration only if you have authority over the relevant account and information. Information needed for that feature may be sent to its provider as described in the Privacy Policy. Review any provider terms or permissions shown to you. An integration may be changed or discontinued by its provider.

Records and results can contain discrepancies caused by incorrect or incomplete entries, imports, receipt or invoice scanning, automated extraction, calculations, classification, rounding, timing, synchronization delays, outdated information, software errors, or third-party data. A displayed amount, status, price, balance, profit figure, or report is not guaranteed to be complete, current, or accurate, and does not guarantee a financial outcome.

Review entries and automated results against original invoices, receipts, contracts, bank records, and other reliable source documents before approving a deal, making a payment, calculating compensation, filing a document, or relying on a report. Correct discrepancies and obtain any required human approval. The Services are not a substitute for independent reconciliation, legally required records, or qualified professional review. A displayed result is not legal, tax, accounting, investment, credit, or employment advice. The warranty disclaimers and liability limits below apply to these results only to the extent permitted by law and subject to their stated exceptions.

Bank synchronization is not a guarantee that all transactions are present or reconciled. The Services do not become a payroll processor, tax filing service, bank, lender, or payment authorization merely because related records can be entered or displayed.

09. Fees and future subscriptions

Public browsing and account registration do not themselves authorize a charge or recurring subscription. We will disclose applicable fees, included features, billing frequency, renewal, cancellation, and refund terms before asking you to accept a paid plan. A separate agreement expressly accepted by both parties may govern an authorized business arrangement.

A price or founder offer shown on a marketing page does not by itself reserve a place or initiate billing. We will not treat these Terms alone as authorization to charge you.

10. Availability, outages, and support

The Services may be interrupted, delayed, degraded, or unavailable because of planned maintenance, unplanned outages, bugs, glitches, crashes, network or device problems, security incidents, or failures of hosting and other providers. Records may fail to save, synchronize, or display correctly. Testing features may also change. Unless separately agreed in writing, we do not promise an uptime level, guaranteed response or repair time, permanent feature availability, or suitability as your only system of record.

Maintain appropriate independent copies of important records and a reasonable alternative process for time-sensitive business activities. Verify that saves, submissions, synchronizations, and exports completed before relying on them. Contact info@dealerpocket.com about a suspected error or outage without including passwords or unnecessary sensitive records. These precautions do not excuse our own contractual or legal obligations.

We may modify or discontinue features. Where reasonably practicable, we will provide notice of a material discontinuation and an opportunity to request export of information you are authorized to receive. Urgent security issues, unlawful use, or legal obligations may require immediate action.

11. Suspension, account closure, and data access

You may stop using the Services and request account closure at info@dealerpocket.com. Your dealership may revoke your workspace access. We may restrict or suspend access for a material violation, security risk, suspected fraud, legal requirement, or discontinuation of the relevant testing service. Where appropriate and practicable, we will give notice and a chance to resolve the issue.

If access ends, contact us promptly about an authorized export. Available exports, legal obligations, and dealership authority determine what can be provided. Account closure does not automatically delete shared business records, revoke third-party connections, or remove backup and legally retained copies. Retention and privacy requests are addressed in the Privacy Policy. We may preserve information needed for security, disputes, or legal compliance.

Terms that by their nature should continue, including ownership, permitted retention, liability provisions, and dispute provisions, survive termination.

12. Warranty disclaimers and limitations of liability

TO THE EXTENT PERMITTED BY LAW, THE CURRENT TESTING SERVICES ARE PROVIDED AS IS AND AS AVAILABLE. We disclaim implied warranties of merchantability, fitness for a particular purpose, and non-infringement to the extent those disclaimers are lawful. We do not guarantee uninterrupted or error-free operation, perfect security, accurate records or results, or a particular business or financial outcome. An express obligation in a separate written agreement accepted by the Company is not displaced by this disclaimer.

For business use, to the extent permitted by law and subject to the exceptions below, neither party is liable to the other for indirect, incidental, special, or consequential losses arising out of or relating to the Services or these Terms. This includes lost profits, revenue, business opportunities, goodwill, business interruption, and loss or corruption of data to the extent they constitute those excluded categories of loss. The exclusion applies, for example, to losses arising from outages, glitches, crashes, failed or delayed processing, inaccurate results, discrepancies, or third-party service failures, even if the possibility of such loss was known.

Subject to the exceptions below, each party's aggregate liability arising from the Services is limited to the greater of USD 100 or the fees paid or payable to the Company for the affected Services in the preceding 12 months. These exclusions and limits apply whether the claim is based on contract, tort (including ordinary negligence), or another legal theory, to the extent permitted by law. The exclusion of indirect, incidental, special, and consequential losses is independent of any limited remedy and applies even if that remedy fails of its essential purpose, only to the extent lawful.

These exclusions and limits do not apply to fraud, gross negligence, willful misconduct, breach of confidentiality or data-protection obligations, infringement or misappropriation of another party's intellectual property, amounts properly owed for agreed services, or any liability that cannot lawfully be excluded or limited. Mandatory consumer rights remain unaffected.

13. Governing law and disputes

Virginia law governs these Terms, without applying conflict-of-law rules that would select another jurisdiction's law, and subject to applicable federal law and any mandatory protections that apply to you. We encourage you to contact info@dealerpocket.com first so we can try to resolve a concern; this does not delay or restrict your right to seek urgent relief or meet a legal deadline.

Disputes may be brought before a court with lawful jurisdiction and proper venue. These interim Terms do not require binding arbitration and do not waive a jury trial or the right to participate in a class action.

14. Notices and changes

Send questions and contractual notices to Dealer Pocket LLC at info@dealerpocket.com. We may send service and contractual notices to the email associated with your account or display them within the Services. Keep that email current. These notice methods do not replace formal service of legal process where another method is required by law.

We may revise these Terms prospectively as the Services change. We will update the effective date and provide reasonable advance notice of material changes through email or a prominent service notice, except where a legal or urgent security need requires a faster change. Where required, we will request renewed acceptance. Changes do not retroactively alter an existing dispute or authorize a new charge without your agreement. Stop using affected features if you do not accept revised terms.

For users who accepted an earlier version, material changes in this version apply only after the notice and any renewed acceptance required by these Terms and applicable law. Posting this version alone does not retroactively replace those users' existing agreements.

15. Other terms and contact

These Terms govern current access to the Services. A separate written agreement expressly accepted by the Company and a business controls to the extent it specifically conflicts with these Terms. The Privacy Policy describes our information practices. Neither these Terms nor account registration transfers copyright ownership, company membership, or other ownership interests.

If a provision is unenforceable, the remaining provisions continue to the extent lawful. A failure to enforce a provision once does not waive later enforcement. Nothing here creates a partnership, agency, or employment relationship between you and the Company.

Contact: Dealer Pocket LLC, info@dealerpocket.com. Website: <https://dealerpocket.com>.