

# ODIS Service Application

VWGoA has established the Independent Repair Shop ODIS Service Program (the "Program"). The Program is a list of persons that have met the requirements to be eligible to receive the necessary IDs and passwords in order to use all the functions of ODIS system and other information necessary to diagnose applicable VWGoA Vehicles. Persons that complete this form and submit the required fees are applying for inclusion into the Program. Applicants understand that they are agreeing to undergo a background check, as described herein, and abide by the rules established by VWGoA for participation in the program.

## Rules:

1. Abide by applicable licensing and business regulations, this Program Application and Agreement (this "Agreement") and the Terms & Conditions of use, a copy of which is attached hereto and made available on the VWGoA website (the "Terms and Conditions of Use"). VWGoA may change the Terms and Conditions of Use at any time, and from time to time, without notice other than posting such updated Terms and Conditions on its website.

<u>First Name</u>	<u>Last Name</u>	<u>Middle Name</u>
<u>Business Name</u>	<u>Type of Entity</u>	<u>Diagnostic Laptop Make (Panasonic, HP, Dell)</u>
<u>Business Address</u>		
<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Work Phone</u>	<u>Mobile Phone</u>	<u>Email Address</u>

# ODIS Service Application

## AGREEMENT

Applicant makes the following agreements in order to be included in the Program:

- 1. Term.** I understand this inclusion into the Program is for a period of one (1) year (the "Initial Term"), provided that my inclusion is not earlier suspended or terminated as described herein. I will have to reapply for active status prior to the expiration of such one (1) year period if I desire my membership to continue uninterrupted. This Agreement will continue for additional one (1) year terms only upon the approval by VWGoA or its designated administrator that I have met the requirements for continuation.
- 2. Confidentiality.** I understand that (a) key codes, immobilizer codes and any other information acquired through use of the Program and automaker websites, and (b) insights gained into trade secrets or proprietary methods of doing business by automakers through use of the Program will be treated as strictly confidential and must not be shared with *anyone* and may not be used by me, my company or any of my employees for any purpose other than to provide repair services to the registered owner of the applicable automobile. I understand that it is a violation of Program policy to share any information acquired through use of the Program with any sub-contractor or other agent my company may use. The foregoing obligations of confidentiality shall survive a termination of this Agreement.
- 3. Terms and Conditions.** I acknowledge that VWGoA will have its own policies and terms and conditions of use on its website for access to its website and/or call center, including without limitation with respect to access to automotive security related service information and the jurisdictions for which automotive security related service information may be accessed; and VWGoA will have no liability of any nature whatsoever for any denial of access to any of its automotive security related service information, except the NASTF dispute resolution process, called the Service Information Request System, to address inquiries involving the release of their Automotive Security Related Service Information. I understand that I am not to re-sell, share, barter, or trade any information obtained from automakers' websites. I agree to indemnify VWGoA and their affiliates, successors, assignees, and nominees from any and all claims, losses, or costs (including reasonable attorney's fees) arising from any acts or omissions of the undersigned, and the undersigned's employees, subcontractors, or agents.
- 4. Mobile Usage:** If your business is mobile and you perform service at a customer's facility, you may use ODIS Service Diagnostics solely for your own purposes. You may not copy it or provide it to anyone outside your business, including your customer. Any party who requires this information to service a VWGoA vehicle may obtain it by subscribing to this program.
- 5. Suspension and Termination.** I understand that my participation in the Program is at the sole discretion of the VWGoA and/or its designated administrator. I hereby agree that I, my company may be suspended or irrevocably excluded from the Program (in which event this Agreement shall terminate) and denied access to automotive security related service information on automakers' websites for (a) felony or equivalent convictions, and/or (b) violation of the Terms & Conditions of Use, and/or (c) violation of any of the terms and conditions set forth in this Agreement.
- 6. Right to Appeal.** I understand that I may appeal a decision to suspend or terminate me and/or my company to a review board provided by the NASTF, Vehicle Security Committee, pursuant to the process set forth in the Terms and Conditions of Use, and that the decisions of the review board are final.
- 7. Disclosure of Previous Crimes.** I freely and willfully disclose all previous crimes of which I have been convicted, excluding minor traffic violations. I authorize any inquiries necessary regarding these matters (*if none, put none*, use extra paper if necessary to include the nature of the charges, state and county of jurisdictions, and dates):  
DISCLOSURE: \_\_\_\_\_
- 8. Fees and Dues.** I understand I am herewith enclosing the application fee for the Program only and that I may have to pay a fee schedule as provided by VWGoA for access to their sites. I understand that the annual fees may be changed by VWGoA at any time and from time to time, without notice. I understand that I will have to reapply at the end of the Initial Term and pay required fees to maintain my membership in the Program.
- 9. Consent.** I give my agreement and authorization by my signature, below, for VWGoA, or any other administrator of the Program designated by VWGoA, to review my application and any publicly available information for the purpose of verifying the information submitted by me and to conduct a security/background, and agree to any further background checking deemed necessary. I further authorize VWGoA, or any other administrator of the Program to share my information with Infolink or another third party provider for the purpose of conducting the background search. My signature is proof that I certify all statements made herein to be true statements. My signature signifies my complete acceptance of the terms and conditions outlined in this document.
- 10. Disclaimer.** THE PROGRAM IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, AND NEITHER VWGoA, NOR ITS DESIGNATED ADMINISTRATOR, MAKES ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER VWGoA NOR ITS DESIGNATED ADMINISTRATOR SHALL BE LIABLE TO APPLICANT OR IS SUB-ACCOUNT HOLDERS FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF RECOVERY, EVEN IF VWGoA OR ITS DESIGNATED ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE TOTAL

## ODIS Service Application

AGGREGATE LIABILITY OF VWGoA AND IS DESIGNATED ADMINISTRATOR SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL FEES PAID BY APPLICANT.

11. **Attestation.** I hereby attest that I have read the Terms and Conditions of Use (attached herein & available on the VWGoA website) and agree that I understand the Terms and Conditions of Use, and the terms and conditions of this Agreement.

**The undersigned has duly executed and delivered this Agreement as of the date set forth below.**

---

*Print Full Name:*

---

*Sign Full Name:*

---

*Date:*

### REGISTRY APPLICATION FEE

The application fee is \$100

**In order to process your application, you must submit payment for the application fee. Instructions are below.**

- Go to <http://literature.vw.com>
- Click on the **ODIS Service Icon**
- Add the VW ODIS Registration Fee to your shopping cart and complete the purchase.
- E-mail the payment confirmation number and application to [ODIS@Helm.com](mailto:ODIS@Helm.com)