

## Terms of Use

These Terms of Use (the “Terms” or “Terms of Use”) supersede all prior Terms of Use and are last updated as of August 11, 2025.

These Terms are entered into between you and Sonic Automotive, Inc., EchoPark Automotive, Inc., Sonic Powersports, and any affiliates or subsidiary dealership entities (collectively “Sonic,” “Sonic Automotive,” “we,” “us,” and “our”). These Terms govern your access to and use of [www.sonicautomotive.com](http://www.sonicautomotive.com), [www.echopark.com](http://www.echopark.com), [www.sonicpowersports.com](http://www.sonicpowersports.com), our respective dealerships’ websites, and all related websites owned or operated by us that link to these Terms (collectively “Website” or “Site”).

Please read these Terms carefully before you use the Site. Your access to or use of the Site constitutes your acceptance of these Terms and your agreement to follow and be bound by these Terms. These Terms constitute a legal, binding agreement between you and Sonic. There may be additional or different terms and conditions stated elsewhere on the Site that apply to your access and use of the Site or your commercial dealings with Sonic. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SITE.**

## Changes to the Terms

Sonic may modify these Terms in its sole discretion and at any time. Those modified Terms will become effective immediately after Sonic posts them on the Site. You agree to review the Terms posted on the Site each time you access or use the Site so that you are aware of any modifications made to these Terms. If you do not agree to the modified Terms, you are not authorized to access or use the Site. Your failure to comply with these Terms as they may be modified from time to time will constitute breach of contract and may violate Sonic's copyright, trademark, or other proprietary and intellectual property rights.

## Modification of the Site

Sonic reserves the right to modify, suspend, or discontinue, temporarily or permanently, the Site or any part of the Site from time to time, for any or no reason and without notice. You agree that Sonic will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site. Sonic may change the information and materials on the Site from time to time at its discretion.

You acknowledge and voluntarily and expressly accept that your use of the Site is made under your sole and exclusive responsibility and at your sole risk.

## Privacy

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete.

All information Sonic collects on the Site is subject to Sonic's [Privacy Policy](#), which constitutes a part of these Terms. By accessing or using the Site, you consent to all actions taken by Sonic with respect to your information as set forth in the Privacy Policy.

### **Online Purchases**

If you purchase a vehicle through the Site, your purchase will be subject to additional terms of sale that will be presented to you during the course of the transaction.

### **Transmission of User Contributions and Other Materials Via the Site**

Sonic welcomes your comments and suggestions about the Site and Sonic's products and services, but Sonic does not wish for you to send any confidential or proprietary ideas, suggestions, materials, or other information relating to developing, designing, redesigning, modifying, providing, or marketing any of its products or services or any new products or services.

You agree that any information, ideas, suggestions, or materials about the Site or Sonic's products and services that you or individuals acting on your behalf send to Sonic via the Site, including feedback, data, questions, comments, product or service ideas, know-how, or suggestions (collectively, "User Contributions"), will not be considered confidential or proprietary, even if the Information is labeled "Confidential" or "Proprietary." You represent and warrant that any User Contributions are original to you, that you own or otherwise control all rights in the User Contributions, or that you have the rights necessary to grant to use the license to the User Contributions, and that the User Contributions do not violate any rights, including the rights of privacy, of any party and does not otherwise violate the law.

Further, Sonic will own all User Contributions you submit to it via the Site, and by submitting the User Contributions to Sonic, you irrevocably assign to Sonic all worldwide rights, title, and interest in and to those User Contributions. Sonic will be free to reproduce, use, disclose, and distribute User Contributions to others without limitation or liability. Sonic may use any ideas, concepts, know-how or techniques in the User Contributions for any purpose whatsoever, including developing and marketing products or services that incorporate or otherwise embody the User Contributions, without providing any notice, compensation, or attribution to you. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS PARAGRAPH, DO NOT SHARE, SUBMIT, OR POST USER CONTRIBUTIONS ON OR THROUGH OUR SITE.

### **About Children**

The Site is not intended for use by anyone under the age of 18 without the prior consent and ongoing supervision of a parent or guardian. By using the Site, you represent and warrant to Sonic that you meet the foregoing age requirement. Sonic will not knowingly collect personally identifiable information via the Site from visitors under the age of 18 and will

take prompt steps to delete any such personally identifiable information if notified that any has been inadvertently collected.

### **Intellectual Property**

Sonic owns the Site and owns or has the right to use all of the content on the Site, including all text, images, graphics, photographs, video clips, audio clips, designs, icons, wallpaper, characters, artwork, sounds, information, software, data, and other materials, and all HTML design, layouts, configurations, CGI, and other code and scripts in any format used to implement the Site (the "Content"), all of which are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Absent Sonic's express written permission as to particular Content on the Site, you may use the Content only for personal, noncommercial, informational purposes, and you may, subject to any stated restrictions or limitations, print a single copy of a limited amount of Content solely for these purposes, if the copy bears all copyright and other intellectual property and proprietary notices displayed on the web page. Except as expressly authorized by these Terms, you may not distribute, publish, download, transmit, modify, create derivative works from, or in any way exploit, any of the Content, in whole or in part, without Sonic's prior written consent, provided that (a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials, (b) you may store files that are automatically cached by your Web browser for display enhancement purposes, and (c) if Sonic provides desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal use, provided you agree to be bound by Sonic's end user license agreement for such applications. Additionally, framing pages or parts of pages on the Site and deep linking to pages in the Site are prohibited.

Sonic or its affiliates own or license all trademarks, service marks, and trade names on the Site, including "SONIC®", unless stated otherwise on the Site. You may not use these marks without Sonic's prior express written permission.

Except as expressly provided above, Sonic is not granting you a license under any copyright, trademark, service mark, patent, or other intellectual property or proprietary right in any Content, and nothing in these Terms will be interpreted as conferring by implication, estoppel, or otherwise any license or right under any patent, trademark, copyright, or other proprietary, intellectual, or other right of Sonic or any third party. You obtain no rights in the products, equipment, processes, or technology described on this Site by accessing or using the Site. Sonic and any third party owners retain all of those rights.

If you are a copyright owner and believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide Sonic with notice containing the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work or works claimed to have been infringed; (iii)

identification of the material that you claim is infringing and a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number, and e-mail address; (v) a written statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with these requirements will not be considered sufficient notice and will not be deemed to confer on Sonic actual knowledge of facts or circumstances from which infringing material or acts are evident. You must send the written notice to:

Sonic Automotive, Inc.  
Attn: Legal Department  
Charlotte, NC 28211  
4401 Colwick Road

If you wish to make any use of Content other than as authorized in this section, please contact Sonic using the contact information in these Terms.

### **Prohibited Actions**

You may use the Site only for lawful purposes in accordance with these Terms. You agree not to use the Site: (a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (b) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (c) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with section of these Terms titled "Intellectual Property"; (d) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation; (e) to impersonate or attempt to impersonate Sonic, an Sonic employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); (f) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by Sonic, may harm Sonic or users of the Site or expose them to liability, or (g) to interfere with the proper working of the Site.

Additionally, unless Sonic has agreed otherwise in advance, you agree not to: (i) use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site; (ii) use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms; (iii) introduce any viruses, Trojan horses, unauthorized encryption, worms, logic bombs, or other material that is malicious or technologically harmful; (iv) attempt to gain unauthorized access to, interfere with, damage, or disrupt any

parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site; or (v) attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

### **References to Other Companies/Links to Other Websites**

References on the Site to names, marks, products, or services of third parties or hypertext links to third-party websites are provided for your convenience only and do not constitute or imply Sonic's endorsement, sponsorship, or recommendation of the third parties or their products, services, or websites. Sonic does not monitor or control the content of any website linked to or from the Site, and Sonic is not responsible for the content of those other websites or the terms of use or privacy practices of those sites. You should review the terms of service and privacy policies governing such sites before using them.

### **Linking to the Website and Social Media Features**

You may link to Sonic's homepage, provided you do so in a way that is fair and legal and does not damage Sonic's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on Sonic's part.

The Site may provide certain social media features that enable you to: (a) link from your own or certain third-party websites to certain content on the Site; (b) send e-mails or other communications with certain content, or links to certain content, on the Site; or (c) cause limited portions of content on the Site to be displayed or appear to be displayed on your own or certain third-party websites. You agree to cooperate with Sonic in causing any unauthorized framing or linking immediately to cease. Sonic reserves the right to withdraw linking permission without notice.

Sonic may disable all or any social media features and any links at any time without notice in Sonic's discretion.

### **Text Messaging Program**

To keep customers informed about Sonic's latest offerings, Sonic offers a text messaging program (the "**Program**"). By texting **EPALERTS** to 28949, you agree to (a) be bound by these Terms and Sonic's Privacy Policy, (b) receive multiple, recurring text messages from Sonic, including a transaction or appointment-related updates or promotional alerts, via autodialer or non-autodialer technology, and (c) allow Sonic to use your phone number to administer the Program, send you text messages, and as otherwise permitted in Sonic's Privacy Policy.

You may not join the Program using a mobile phone number unless you are the current wireless service plan subscriber, or an authorized user of, that phone number. Message frequency will vary, but you will not receive more than 15 promotional alerts per month. Message and data rates may apply from your mobile carrier, but Sonic does not charge a

separate fee for providing the Program (Msg&Data Rates May Apply). This service may not be available on all carriers.

**Get Help or Support:** To get help or answers to your questions, call 1-877-708-4049. From your mobile phone, you can request that we send you an additional text message that will include relevant contact information by replying **HELP** to 28949.

To opt out of the Program, simply text **STOP** to 28949. You will receive a confirmation message from Sonic confirming that you have been unsubscribed from the Program. Sonic is not responsible for any delays or failures in the delivery of text messages, including but not limited to interruptions or failures in the wireless network or your mobile device. Sonic is not liable for any errors or omissions in the content of the text messages or for any damages arising from your participation in the Program.

**Supported Carriers:** AT&T, Sprint, T-Mobile, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, and Cox Mobility. Additional carriers may be added at any time. This service may not be available on all carriers.

#### **Disclaimers of Warranties**

Sonic disclaims all responsibility and liability for the timeliness, sequence, quality, accuracy, content, completeness, legality, reliability, operability, and availability of information and material contained on the Site. The Site may contain inaccuracies or typographical errors. Sonic disclaims any responsibility for the deletion, failure to store, failure to update, misdelivery, or untimely delivery of any information or material on the Site. Sonic does not warrant or guarantee that the Site will be error-free or virus-free or that access to the Site will be uninterrupted. Sonic and its content providers cannot and do not warrant or guarantee against errors, omissions, delays, interruptions, or losses, including loss of data.

THE SITE AND THE PROGRAM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. SONIC DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTY OF QUALITY, FUNCTIONALITY, ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, OPERABILITY, USE, PERFORMANCE, OR ABSENCE OF VIRUSES.

IF YOU DOWNLOAD OR OTHERWISE OBTAIN ANY MATERIAL FROM THE SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY CLAIMS, INCLUDING ANY DAMAGES TO YOUR COMPUTING SYSTEM OR ANY LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OTHERWISE OBTAINING THAT MATERIAL. YOU ASSUME ALL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation of Liability**

IN NO EVENT WILL SONIC, ITS AFFILIATES, ITS DATA PROVIDERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING, OR MANAGING THE CONTENT (COLLECTIVELY, THE "SITE PROVIDERS"), BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS WHATSOEVER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOST REVENUES, LOST PROFITS, LOST OPPORTUNITIES, LOSS OF DATA, AND LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACCESS OR USE OF THE SITE, (B) ANY COMMUNICATIONS SENT TO YOU VIA THE SITE OR OTHERWISE FROM SONIC, OR ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN SUCH INFORMATION, (C) THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO OR FROM THE SITE PROVIDERS, (D) INCONVENIENCE, DELAY, OR LOSS OF USE OF THE SITE OR ANY SERVICE, OR (E) YOUR PARTICIPATION IN THE PROGRAM, EVEN IF SOME OR ALL OF THE SITE PROVIDERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE SITE PROVIDERS ASSUME NO LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY ACCESS OR USE OF ANY INFORMATION, IDEA, OR INSTRUCTION IN THE CONTENT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Indemnification**

You agree to defend, indemnify, and hold harmless Sonic, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (a) your use of the Site, (b) user content you submit, post to, or transmit through the Site, (c) your violation of any rights of any other company or person in connection with this Site, (d) your participation in the Program, or (e) your violation of these Terms.

**Electronic Communications**

When you visit the Site or send e-mails to Sonic, you are communicating with Sonic electronically. You consent to receive communications from Sonic electronically. Sonic will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that Sonic provides to you electronically satisfy any legal requirement that such communications be in writing.

**Your Account**

If you set up an account on the 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. Sonic reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion. You grant us and our affiliates the right to use, store, monitor, retrieve and transmit your account and user information in connection with the operations of the Site and performance of our Services.

### **Choice of Law**

These Terms will be governed by the laws of the State of North Carolina, excluding its conflicts of law provisions.

### **Venue**

All actions and proceedings relating to the Site or the Content will be commenced and heard exclusively in North Carolina state courts in Mecklenburg County, North Carolina or the United States District Court for the Western District of North Carolina. Sonic and you consent to the jurisdiction of those courts. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

You acknowledge and agree that the breach of these Terms would result in immediate and irreparable injury to Sonic. Therefore, Sonic shall be entitled, without limitation of remedy, to (i) temporary and permanent injunctive and other equitable relief restraining you from activities constituting a violation, breach, or threatened breach of these Terms to the fullest extent allowed by law, and (ii) all such other remedies available at law or in equity, including, without limitation, the recovery of damages.

### **Arbitration**

At Sonic's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Site or the Program, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association in Charlotte, North Carolina applying North Carolina law.

### **Class Action Waiver**

**YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION RELATED TO THESE TERMS OR YOUR USE OF THE SITE OR THE PROGRAM. THIS MEANS THAT YOU MAY NOT BE A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION WITH RESPECT TO ANY CLAIM RELATED TO THESE TERMS OR YOUR USE OF THE SITE.**

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE OR THE PROGRAM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF



ACTION OR CLAIM IS PERMANENTLY BARRED.

**Severability and Waiver**

The invalidity of any term, condition, or provision of these Terms will not affect the enforceability of the remaining portions of these Terms. Sonic's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision.

**Notices**

If you have any questions regarding the Site or these Terms, please contact Sonic at:

Sonic Automotive, Inc.  
Attn: Legal Department  
4401 Colwick Road  
Charlotte, NC 28211  
[privacy@sonicautomotive.com](mailto:privacy@sonicautomotive.com)  
1-877-708-4049