

PRIVACY POLICY

Revised: April 28, 2026

GLBA Financial Privacy Notice: Because McCarthy Auto Group arranges vehicle financing, we qualify as a “financial institution” under the federal Gramm-Leach-Bliley Act (“GLBA”). Section 6 of this Policy serves as our GLBA Privacy Notice and describes your right to limit certain information sharing.

1. Overview

The affiliated automotive dealerships making up what is commonly known as “McCarthy Auto Group” along with its affiliated and related entities (hereinafter “dealership”, “we”, “our,” or “us”) takes your privacy seriously and is committed to privacy and transparency in our information practices. This Privacy Policy (our “Privacy Policy”) explains the privacy and information practices of our dealership, and the rights and choices you have regarding your personal information that we collect.

This Policy applies to personal information collected through our dealership locations, websites, mobile applications, and other online and offline interactions. By visiting our websites or doing business with us, you acknowledge that you have read and understand this Privacy Policy. The purpose of this Privacy Policy is to explain our practices relating to the collection, retention, and disclosure of information provided to us by customers. However, more particularized notices will be provided if and when you become our customer.

2. Sources and Types of Information We Collect

The information we collect varies depending on how you interact with us.

2.1 Information You Provide Directly

Customer Contact Information. When you shop for a vehicle, schedule services, or create an online account with us, we request information such as your name, address, e-mail address, username, password, and telephone numbers. This information transfers securely to our internal customer relations systems (the “CRM”). Your information may be used to provide you with information you've requested about our company, our vehicles, our products and our services, or to provide you with special notices such as warranty or recall information. At any point, you have the option to indicate by either telephone or email that you no longer wish to be contacted. If you start your vehicle search process on one of the manufacturers' websites and input your contact information, the manufacturer will connect you with a dealership, such as ours, to complete your vehicle purchasing process.

Purchases and Payment Information. If you purchase vehicles, products, or services from us—whether in person, online, or by phone—we collect transaction details including your name, billing and shipping address, and payment information. We work with external payment processors and fulfillment partners to process payments securely.

Credit and Financing Information. If you apply to finance a vehicle, product, or service, we may request information related to your creditworthiness, including your Social Security number, income, employment history, and financial account information. This “Nonpublic Personal Information” (“NPI”) is governed by the Gramm-Leach-Bliley Act and the Fair Credit Reporting Act. Please see Section 6 for your rights regarding NPI.

Communications and Support. If you contact us by email, mail, phone, text, chat, or otherwise, we collect and maintain a record of your contact details, communications, and our responses. We may also record calls and maintain logs for quality assurance and legal compliance.

Inquiries and Requests. We collect personal information when you request a quote, search for a vehicle, locate a dealer, or sign up for marketing communications, including your name, contact information, location, vehicle(s) of interest, and current vehicle information.

Events, Contests, and Promotions. If you participate in a contest, sweepstakes, or other promotion (“Event”), we may collect your name, age, contact information, and vehicle preferences. Some Events may be co-branded with partners or hosted on external websites. In those cases, collection may occur through that third-party site, subject to its own privacy policy.

Social Media and User Content. If you engage with our social media pages, we may retain records of content you post (e.g., comments, reviews, questions) and associated metadata. We may also receive profile information such as your name, address, social media account information, and profile image. User content may be viewable by other visitors.

2.2 Information We Collect from Other Sources

Social Media Integrations. If you link or sign in using a social network (such as Facebook, Google, or Instagram), we may collect information from those services relating to your use of our websites.

Third-Party Data Services. We may collect information about you from advertising partners, analytics providers, data brokers, and public records. We may combine this information with what we already hold about you.

Motor Vehicle Records. We may access personal information from state motor vehicle records (“DMV Records”) to verify ownership, check lien status, and process titles and registrations. Access to DMV Records is strictly governed by the federal Driver’s Privacy Protection Act (“DPPA”), 18 U.S.C. §§ 2721–2725. See Section 9.

2.3 Information Collected Automatically

Online Identifiers and Browsing Data. When you visit our websites, we automatically collect online identifiers and usage information, including your IP address, browsing and search history on our websites, content viewed, the referring advertising partner (if applicable), and information collected through cookies and similar technologies. IP addresses and similar online identifiers are treated as personal information under this Policy. If you later provide personal information (e.g., by completing a contact form), we may link that information with previously collected online identifiers and browsing data to build or enhance your customer profile.

Usage Information. We collect information about how you interact with our websites, including pages visited, time spent, links clicked, and similar data.

Device Information. We collect information about the device you use to access our websites, including model, time zone, screen resolution, operating system, browser type, and platform.

Location Data. If you provide your geographic location to initiate a transaction or receive location-specific services, we may use that data to provide those services. Third-party providers may deliver location-based advertising, but such data is not separately shared with us in a personally identifiable form.

3. Use of Personal Information

We may use the personal information we collect for the following purposes:

- **Providing Products and Services:** to provide vehicles, products, and services; authenticate users; process recall and warranty matters; respond to requests; fulfill orders; process payments; and provide technical support.
- **Safety, Recall, and Warranty:** to process recall and warranty claims and fulfill other vehicle safety obligations.
- **Improving Our Operations:** to understand how users interact with our websites and offerings; conduct research and analysis; evaluate and improve our dealerships, services, and business operations; and develop new features, products, or services.
- **Communications:** to respond to inquiries; provide information or services you requested; administer surveys and questionnaires; and provide customer service, and for other customer service purposes. By providing a cell phone number, you are opting-in to receive text message communications from the dealership. You may opt out at any time by responding "STOP".
- **Personalization:** to personalize content and services, such as providing location-relevant information based on your zip code.
- **Advertising and Marketing:** to contact you about vehicles, products, and services; send promotional materials; reach you with relevant ads (subject to opt-out rights in Section 6); administer promotions; and measure and improve advertising campaigns.
- **Business Operations and Compliance:** for audits, assessments, financial controls, legal compliance, and administration of general business functions.
- **Security and Fraud Prevention:** to protect our networks, information technology, and services; detect and prevent fraud and unauthorized access; and investigate suspected violations of our Terms of Use or applicable law.
- **Legal Compliance:** to comply with applicable laws and legal proceedings, including subpoenas, court orders, law enforcement requests, and title and registration obligations.
- **Aggregate Analytics:** to aggregated datasets for research, analytics, and improving our services.

4. Text Messaging Terms and Conditions

We send text message communications only to customers who have provided prior express written consent as required by the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227.

HOW TO OPT IN: To receive text messages from us, you must affirmatively check an opt-in box or otherwise provide a signed, written agreement that clearly authorizes us to send you recurring text messages. Providing your phone number alone does NOT constitute consent to receive marketing text messages.

NO PURCHASE REQUIRED: Consent to receive text messages is never a condition of purchasing a vehicle, product, or service from us.

Once you have opted in, the following terms apply:

- **Program Description:** You will receive recurring messages related to our dealership, such as special offers, promotions, service reminders, appointment confirmations, and vehicle updates. Message frequency may vary.
- **Message and Data Rates:** Standard message and data rates may apply. Check your mobile plan for details.
- **How to Stop (Opt Out):** Reply STOP to any message at any time. You will receive one final confirmation message, and no further marketing messages will be sent unless you opt back in.
- **Help:** Reply HELP or contact us at 913-324-7200.
- **Privacy:** Your mobile phone number will not be shared with third parties for their own marketing or promotional purposes.

5. Disclosure of Personal Information

We share personal information with third parties only as described in this Policy. We do not operate a data brokerage business.

5.1 Affiliates, Vendors, and Service Providers

- **Affiliates:** We may share personal information with our affiliate and subsidiary companies. Their use of your information is governed by this Privacy Policy or a policy offering at least equivalent protections.
- **Vendors and Service Providers:** We share information with third-party vendors, service providers, contractors, and agents (e.g., auto finance lenders, CRM providers, technology vendors, fulfillment partners) who process information on our behalf. These parties are contractually required to use your information only as we direct and to maintain appropriate security measures.
- **Third-Party Product Providers:** Some products and services we offer are supported by third parties who may collect and receive personal information as part of providing those products or services.

5.2 Marketing and Advertising Partners

We may share personal information with non-affiliated marketing and advertising partners for purposes such as sending you offers, delivering relevant advertising, and measuring marketing campaign performance. This sharing of NPI with non-affiliated third parties for marketing purposes is subject to your right to opt out, as described in Section 6 below.

We may also share encrypted contact information (such as your email address) with advertising platforms and/or services to deliver targeted advertising to our customers and similar audiences.

5.3 Business and Operational Disclosures

- **Vehicle Manufacturers:** We share personal information with vehicle manufacturers for recall, safety, and warranty administration, and, to the extent permitted by law, for research and marketing purposes.
- **Business Transfers:** In connection with a merger, acquisition, financing, sale of assets, or insolvency proceeding, your personal information may be transferred as part of that transaction.
- **Protecting Rights and Safety:** We may disclose personal information to protect the safety, rights, or property of McCarthy Auto Group, third parties, or the general public; to detect and prevent fraud or illegal activity; and as evidence in litigation in which we are involved.
- **Legal Compliance:** We disclose personal information as required by applicable law, regulation, subpoena, court order, law enforcement or government request, including national security requests.
- **Title and Registration:** We submit personal and vehicle information to state authorities to transfer vehicle titles and process registrations.

5.4 Aggregate and De-Identified Information

We may use and disclose de-identified or aggregate information that cannot reasonably be used to identify you for marketing, research, compliance, or other purposes without restriction.

6. Your Privacy Rights Under the Gramm-Leach-Bliley Act

FEDERAL LAW GIVES YOU THE RIGHT TO LIMIT SOME—BUT NOT ALL—SHARING OF YOUR PERSONAL FINANCIAL INFORMATION.

This section serves as our GLBA Financial Privacy Notice. Because we arrange vehicle financing, we are a “financial institution” under GLBA. Federal law requires us to explain how we collect, share, and protect your nonpublic personal information (“NPI”). Please read this section carefully

6.1 Categories of NPI We Collect

We collect the following categories of NPI:

- Identifiers and contact information (name, address, phone, email, Social Security number when required for financing)
- Income, employment, and financial account information (collected in connection with financing applications)
- Credit history and creditworthiness information (obtained from consumer reporting agencies)
- Transaction information (vehicle purchases, service records, payment history)
- Online identifiers and website usage data linked to your identity

6.2 Categories of NPI We Share and With Whom

The table below summarizes our NPI sharing practices and whether you can limit that sharing:

What We Share	With Whom	Can You Limit?
NPI necessary to complete your vehicle purchase or financing transaction	Affiliated companies, financing lenders, title/registration agencies	No — necessary to complete your transaction
NPI shared with service providers who perform services on our behalf	Our vendors and contractors under confidentiality agreements	No — these are service providers, not independent data users
NPI shared with vehicle manufacturers for recall, safety, and warranty	Vehicle manufacturers	No — required by federal recall and safety laws
NPI shared with non-affiliated third parties for marketing purposes (e.g., your name and contact info shared so partners can send you offers)	Marketing and advertising partners	YES — see Section 6.3
NPI shared with affiliates for their own marketing purposes	Our affiliated companies	YES — see Section 6.3
NPI disclosed pursuant to legal process or regulatory requirement	Courts, regulators, law enforcement	No — required by law

6.3 How to Opt Out of Certain Information Sharing

You have the right to opt out of our sharing of your NPI with non-affiliated third parties for marketing purposes, and to opt out of our affiliated companies' use of your transaction or experience information to market their own products and services to you.

TO OPT OUT, CONTACT US BY ANY OF THESE METHODS:

- **Phone:** 913-324-7200 — ask to opt out of marketing information sharing.
- **Email:** privacy@mccarthyauto.com — subject line: “GLBA Opt-Out.” Include your name, address, and a statement that you wish to opt out.
- **Mail:** McCarthy Auto Group, Attn: Privacy Officer, 675 N Rawhide Drive, Olathe, KS 66061.

We will process your opt-out within 30 days. Your opt-out remains effective for as long as you are our customer unless you revoke it.

Opting out of marketing sharing does not limit our ability to share NPI as necessary to provide services you have requested, as required by law, or for other non-marketing purposes described in this Policy.

6.4 Annual Privacy Notice

Federal law requires us to provide you a privacy notice annually for as long as our customer relationship continues. If we are eligible for the FAST Act safe harbor (because our Policy has not changed and we do not share NPI outside of the legal exceptions), we will make this Policy continuously available on our website in lieu of a separate mailing. If we make material changes to our NPI sharing practices, we will notify you by email or other reasonable means.

7. Fair Credit Reporting Act (FCRA) Disclosures

In connection with financing applications, we may obtain consumer reports (credit reports) from consumer reporting agencies. Your rights under the FCRA, 15 U.S.C. § 1681 et seq., include the right to:

- Receive a copy of your credit report upon request;
- Dispute inaccurate or incomplete information in your credit report with the reporting agency;
- Receive an adverse action notice if a credit decision is based in whole or in part on information in your credit report; and
- Obtain a free credit report annually from AnnualCreditReport.com.

Affiliate Marketing Opt-Out. If we share your transaction or experience information with affiliated companies and those affiliates use that information to market their own products or services to you, we will provide you with a separate notice and opt-out opportunity as required by 15 U.S.C. § 1681s-3. You will have a minimum of five (5) years to exercise that opt-out right before we are required to provide a new notice.

8. Cookies and Other Tracking Technologies

We and our third-party service providers use cookies, clear GIFs/pixel tags, JavaScript, local storage, log files, and other tracking technologies to collect information about your browsing activities and use of our websites. We may combine this usage data with personal information we hold about you.

8.1 Cookies

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our website, while others are used to enable a faster log-in process or to allow us to track your activities while using our website. Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Some aspects of the website may not work properly if you disable cookies..

8.2 Clear GIFs, Pixel Tags, and Similar Technologies

Clear GIFs (also called web beacons or pixel tags) are tiny graphics embedded in web pages and HTML emails. We use them to track visitor activity, manage content, compile usage statistics, and measure email open and response rates.

8.3 Third-Party Analytics

We use third-party analytics companies, for example Google Analytics (see privacy policy and opt-out) to evaluate use of our website and marketing communications. We use these tools to help us understand use of, and to improve, our websites, performance, ad campaigns, and user experiences. These entities may use cookies and other tracking technologies, such as web beacons or local storage objects (LSOs), to perform their services.

8.4 Third-Party Website Monitoring

Our website uses third-party monitoring services (including SmartPiXL) that collect session and visit data (such as pages visited and referring URLs) to help us improve service quality. These services collect general session metadata and are contractually prohibited from capturing sensitive personal information entered into our forms (such as Social Security numbers, financial account numbers, or payment card data). You may opt out of SmartPiXL data collection at <https://smart-pixl.com/Unsub/unsub.html>.

8.5 Managing Your Cookie and Advertising Preferences

You can opt out of or change your preferences for most third-party cookies and tags on our Websites, by adjusting your cookie settings using our cookie preference manager. In addition, you may block or disable cookies for the device and browser you are using, through your browser settings; however, certain features on our Websites may not be available or function properly if you block or disable cookies.

9. Driver's Privacy Protection Act (DPPA)

The federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721–2725, restricts access to and use of personal information obtained from state motor vehicle records ("DMV Records"). As an auto dealer, we may access DMV Records only for the following DPPA-permitted purposes:

- Processing vehicle title transfers and registrations on your behalf;
- Verifying ownership and lien status in connection with a vehicle transaction;
- Notifying you of a safety recall related to your vehicle; and
- Other purposes expressly permitted by 18 U.S.C. § 2721(b).

We do not use personal information obtained from DMV Records for general marketing purposes and do not disclose such information to third parties except as permitted by the DPPA. Questions about our DPPA practices may be directed to our Privacy Officer (see Section 19).

10. Interest-Based Advertising

We may work with third-party ad networks, channel partners, and measurement services to personalize content and advertising on our websites and on third-party platforms. These partners may use cookies, pixel tags, and similar tools to collect your IP address, device ID, advertising IDs, and general location information to serve relevant ads and measure campaign effectiveness.

We may share encrypted contact information (such as your email address) with platforms such as Facebook and Google to deliver targeted advertising to our customers and similar audiences. These platforms are prohibited from using the data we provide for their own independent advertising purposes beyond what we direct.

To manage interest-based advertising preferences, please see Section 8.5 above.

11. Security

We maintain a written information security program that includes administrative, technical, and physical safeguards designed to protect NPI and other personal information against unauthorized access, use, alteration, and disclosure, as required by the FTC's Safeguards Rule, 16 C.F.R. Part 314. We have designated a qualified individual (our Privacy Officer) to oversee our information security program.

Despite these safeguards, no method of electronic transmission or storage is 100% secure. We cannot guarantee the absolute security of your information. You should protect your account credentials and sign off from shared devices. We are not responsible for unauthorized access resulting from loss, theft, or compromise of your credentials.

12. Data Breach Notification

In the event of a security breach that results in unauthorized acquisition of your personal information, we will notify affected individuals and relevant government authorities in accordance with applicable law:

- **Missouri (§ 407.1500 RSMo):** We will notify affected Missouri residents within 60 days of discovering a breach. If the breach affects more than 1,000 Missouri residents, we will simultaneously notify the Missouri Attorney General.

- **Kansas (K.S.A. 50-7a02):** We will notify affected Kansas residents in the most expedient time reasonably possible. If the breach affects more than 1,000 Kansas residents, we will simultaneously notify the Kansas Attorney General.
- **Federal Law:** We will comply with applicable federal breach notification requirements, including those under GLBA and the FTC's Safeguards Rule.

For purposes of breach notification, "personal information" means your first name or initial and last name combined with any of the following: Social Security number; driver's license or state ID number; financial account number, credit or debit card number with any required access code or password; health insurance information; or medical information.

13. Data Retention

We retain personal information for as long as necessary to fulfill the purposes for which it was collected, maintain customer relationships, comply with applicable legal obligations (including tax, accounting, and regulatory record-keeping requirements), resolve disputes, and enforce our agreements. When personal information is no longer needed, we dispose of it securely in accordance with our data disposal policies and the FTC Safeguards Rule, which requires secure disposal of NPI within two years of last use to service a customer, subject to applicable exceptions.

14. Third-Party and Co-Branded Sites

Our websites may contain links to third-party websites or co-branded sites operated by third parties subject to their own privacy policies. We are not responsible for and cannot control the privacy practices of third parties. We encourage you to review the privacy policy of any website or online service you visit.

15. Children

Our websites are not directed at children. We do not knowingly collect personal information from children under the age of 13 without verifiable parental consent, as required by the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501–6506 and 16 C.F.R. Part 312. As a matter of voluntary policy, we also do not knowingly collect personal information from individuals under age 16 for marketing purposes without affirmative consent.

If you believe we have inadvertently collected personal information from or about a child under 13, please contact us immediately using the information in Section 19. We will promptly delete that information.

16. Consumer Privacy Rights

The following rights are available to all consumers who interact with McCarthy Auto Group, regardless of state of residence, to the extent permitted by law:

- **Access:** You may request a copy of the personal information we hold about you.
- **Correction:** You may request that we correct inaccurate or incomplete personal information.
- **Deletion:** You may request that we delete personal information we hold about you, subject to exceptions (e.g., where retention is required by law or to complete a requested transaction).
- **Opt-Out of Marketing NPI Sharing:** See Section 6.3.
- **Opt-Out of Text Messages:** Reply STOP at any time (see Section 4).
- **Opt-Out of Marketing Emails:** Click the "Unsubscribe" link in any marketing email or contact us below. We will process your opt-out within 10 business days, as required by the CAN-SPAM Act, 15 U.S.C. §§ 7701–7713.

To exercise these rights, contact our Privacy Officer (see Section 19). We will respond to verifiable consumer requests within 45 days. We will not discriminate against you for exercising any privacy right.

17. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. When we do, we will post the updated Policy on our websites and update the "Revised" date at the top. If we make material changes to our NPI sharing practices or to your privacy rights, we will endeavor to provide advance notice by email to your address of record or by a prominent notice on our websites. Your continued use of our websites or services after the effective date of an updated Policy constitutes your acceptance of that Policy to the fullest extent permitted by law.

18. Arbitration Agreement, Class Action Waiver, Choice of Law

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND YOUR RIGHT TO A JURY TRIAL.

18.1 Arbitration Agreement.

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your interactions with us, including but not limited to any credit application, purchase or condition of a vehicle or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a

maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination of any relationship between you and us, or any agreement between you or us. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

18.2 Other Arbitration Agreements

In the event of a conflict between this arbitration agreement and any other arbitration agreement between you and the us, such as an arbitration agreement contained in a retail installment sale contract, purchase order, lease agreement, or repair estimate (hereinafter "Other Arbitration Agreement"), the terms of the Other Arbitration Agreement shall govern and prevail in each instance.

18.3 Venue And Choice Of Law

This Privacy Policy has been made in, and shall be construed in accordance with the laws of Missouri without giving effect to any conflict of law principles. Any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in that state and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

If any part of this Privacy Policy is found to be invalid or cannot be enforced, the rest of the Privacy Policy will still apply.

19. Contact Us

If you have questions, concerns, or requests regarding this Privacy Policy or our privacy practices, please contact our Privacy Officer:

McCarthy Auto Group, Inc.

Attn: Privacy Officer

675 N Rawhide Drive

Olathe, KS 66061

Phone: 913-324-7200

Email: privacy@mccarthyauto.com

