

## MyCarAuction.com Terms of Use

1. **Registration.** You agree that by clicking “Register” or similar for yourself or on behalf of a company, registering, accessing or using our services (described below). You may also choose to register by using a third party account (such as your Google or Facebook account). By registering, you are agreeing to enter into a legally binding contract with My Car Auction. If you do not agree to this contract of Terms of Use do not click Register and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.
2. **Services.** This Contract applies to MyCarAuction.com, My Car Auction Mobile App and other My Car Auction related sites, apps, communications and other services that state that they are offered under this Contract (“Services”), including the offsite collection of data for those Services, such as any ads or plugins. The collection use and sharing of your personal data is subject to the MyCarAuction.com Privacy Policy.
3. **Modification or Update to Terms of Use.** We may modify this Contract and our Privacy Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish and send a notice about our changes to these terms means that you are consenting to the updated terms.
4. We may change or discontinue any of our Services. We don’t promise to store or keep showing any information and content that you have posted. My Car Auction is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.
5. My Car Auction reserves the right to limit your use of the Services, including the number of car intakes or statistically information passed on limited time periods. My Car Auction reserves the right to restrict, suspend, or terminate your account if My Car Auction believes that you may be in breach of this Contract or law or are misusing the Services. Either party may terminate this Contract at any time with notice to the other.
6. **Eligibility to Register.** The Services are not for use for anyone under the age of 18. You will fill in the required account information for registration truthfully. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 18 without authorization from their legal guardian.
7. You are responsible for anything that happens through your account unless you close it or report misuse. You will not share an account with anyone else and will follow our rules and the law.
8. **Safety Recall.** You will enter all information truthfully including any open safety recalls on the car you are requesting auction on. You will be exclusively responsible for any issues or liabilities that may arise from the sale or use of your car with an open safety recall.

9. **Consent to Receive Notices.** You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.
10. **Ownership, Non-Exclusive License and IP.** You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.
11. My Car Auction reserves all of its intellectual property rights in the Services. Using the Service does not give you any ownership in our Services, or the content or information made available through our Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners.
12. We will use the information and data that you provide and that we have about you to verify and validate information on you and your car to make subsequent recommendations for car valuation, connections, content and features that may be useful to you. For example, we use data and information to market and receive offers for your car. Keeping your profile accurate and up-to-date helps us to make these recommendations more accurate and relevant.
13. **Payment.** There is no payment required at the time of the registration, but to participate in the auction you have to put a service cancellation fee on hold. If you elect to have your car auctioned and later decide not to sell it, you will be subject to this cancellation fee. You agree to pay us the applicable fees and past due taxes /license fees and any other charges in case of a successful sale. Failure to pay these fees will result in the termination of your ability to participate in Services including participating in any auctions.
14. **Commission.** If your car sells at a price higher than the estimated price by my car auction, the incremental difference between the estimated auction price and the actual sale price is split equally between you and my car auction after the payment of any auction fees.
15. **Transfer of Car Ownership.** Upon closing, you will deliver to my car auction any transfer documents required to my car auction including certificate of title or registration for the car, along with a Federal Odometer Disclosure statement and any similar certification or statement that may be required, and any other documents and instruments that may be necessary in order for my car auction to effect the sale and transfer the car (and title thereto) to the applicable buyer (collectively, the "Vehicle Transfer Documents"). If for any reason you do not provide, complete or duly execute any Vehicle Transfer Document, my car auction may agree to provide, complete or execute such missing or incomplete Vehicle Transfer Document on your behalf pursuant to a power of attorney. Notwithstanding anything to the contrary in this Agreement or in the Power of Attorney, my car auction does not assume any responsibility or liability for the correctness or accuracy of any odometer reading or any Federal Odometer Disclosure Statement or other Vehicle Transfer Document that may be prepared, executed or submitted by my car auction in its capacity as your agent or attorney-in-fact under the power of attorney.
16. **Payment History.** You agree that: (i) We may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy. (ii) We do not provide refund on any of your

purchases of paid Services. (iii) You can get a copy of your invoice through your account settings.

17. **DISCLAIMER AND LIMIT OF LIABILITY. NO WARRANTY.** TO THE EXTENT ALLOWED UNDER LAW, MY CAR AUCTION AND ITS AFFILIATES (AND THOSE THAT MY CAR AUCTION WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

18. **EXCLUSION OF LIABILITY.** TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS MY CAR AUCTION HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), MY CAR AUCTION AND ITS AFFILIATES (AND THOSE THAT MY CAR AUCTION WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF MY CAR AUCTION AND ITS AFFILIATES (AND THOSE THAT MY CAR AUCTION WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY, OR (B) US \$1000.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND MY CAR AUCTION AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF MY CAR AUCTION OR ITS AFFILIATES HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

19. We do not provide any warranties with respect to third party services or ads. You acknowledge that My Car Auction has no control over any third party services or ads and shall not be responsible or liable to anyone for such third party services even when displayed on My Car Auction dashboard. The availability of third party services on My Car Auction’s websites, or the integration or enabling of such third party services with our Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with My Car Auction. My Car Auction does not guarantee the availability of third party services and you acknowledge that My Car Auction may disable access to any third party services at any time in its sole discretion and without notice to you. My Car

Auction is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of, any third party service.

20. If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.
21. **Governing Law and Jurisdiction.** The Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of California, as it is applied to agreements entered into and to be performed entirely within California without giving effect to any principles of conflicts of laws. You agree that any legal lawsuit or other action brought by My Car Auction, you or any third party to enforce this agreement, or in connection with any matters related to this website or Mobile App shall be subject to the jurisdiction of the state or federal courts located in Orange County, California and you hereby expressly waive any challenge to the jurisdiction or venue of such courts.
22. This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.
23. If we don't act to enforce a breach of this Contract, that does not mean that My Car Auction has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that My Car Auction may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.