

Member Terms & Conditions

Abetter.bid LLC

MEMBER TERMS AND CONDITIONS

Last updated on October 25, 2022

The Website and your membership are provided by Abetter.bid, LLC, a Delaware limited liability company, with a principal place of business located at 1201 N. Orange Str. Suite 7258, Wilmington, DE 19801.

THESE MEMBER TERMS AND CONDITIONS CONSTITUTE A LEGAL, BINDING AGREEMENT BETWEEN YOU AND ABETTER.BID, LLC, AND AFFECT YOUR LEGAL RIGHTS AGAINST ABETTER.BID, LLC. THUS, YOU SHOULD READ THESE MEMBER TERMS AND CONDITIONS CAREFULLY IN THEIR ENTIRETY BEFORE ACCEPTING THEM.

BY REGISTERING WITH ABETTER.BID, LLC, YOU ACKNOWLEDGE AND AGREE THAT YOU UNDERSTAND YOU ARE REGISTERING WITH ABETTER.BID LLC AND PURCHASING VEHICLES FROM ABETTER.BID's, LLC [CAR AUCTION](#) AFFILIATED COMPANIES, AND NOT FROM COPART.

BY PLACING A BID THROUGH ABETTER.BID, LLC [CAR AUCTIONS](#), IN A COPART OR DIRECTLY THROUGH COPART.COM, YOU REPRESENT AND WARRANT TO ABETTER.BID, LLC AND IT'S AFFILIATES, THAT YOU HAVE READ AND UNDERSTOOD THE MEMBER TERMS AND CONDITIONS IN THEIR ENTIRETY AND THAT YOU AGREE TO BE BOUND THEREBY.

I. GENERAL TERMS, ACKNOWLEDGMENTS

A. Definitions.

For purposes of these Member Terms and Conditions, references to “we,” “our,” “us,” and “ABB” shall mean Abetter.bid, LLC. References to “you,” “your,” and “Member” shall mean a registered user of the Website. References to the “Website” shall mean the website located at <https://abetter.bid> and any related website provided by us unless otherwise specified.

B. Agreement to be Bound.

These Member Terms and Conditions (this “**Agreement**”), the Website [Terms of Service](#), the [Privacy Policy](#), and all rules and policies posted on our website set out the terms on which we offer you access to and use of our websites, applications, tools, and services. The Website Terms of Service, the Privacy Policy, and all rules and policies posted on our website are expressly incorporated into this Agreement.

Please read this Agreement carefully, as by choosing to become a Member you agree to be bound hereby. If you object to anything in this Agreement, or otherwise do not understand or agree to be

bound by this Agreement, do not use our Website or become a Member. By registering to become a Member you represent that you have read and understand this Agreement and that you agree to be bound by this Agreement as set forth below. You further represent that you are eighteen (18) years of age or older and have the capacity to enter into such a legally binding contract.

C. Modifications and Changes to Agreement.

We may modify, add to, suspend or delete this Agreement or other agreements, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being immediately effective upon their posting to the Website. Your use of the Website as a Member after modification, addition or deletion of the Agreement shall be deemed to constitute acceptance by you of the modification, addition or deletion.

D. Modifications and Changes to the Website, Membership Services.

We may modify, add to, suspend, or delete any aspect of this Website or any Membership Service (defined below) offered by us thereby, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being immediately effective. Such modifications, additions or deletions may include but are not limited to functionality and services offered, other content offered, hours of availability, and equipment needed for access or use.

E. Prohibited Use of the Website, Member Account.

In addition to other prohibitions as set forth in this Agreement, you are prohibited from using the Website and/or any Member Account: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or materials and products found thereon, or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Website, other websites, or the Internet. We reserve the right to terminate your use of the Website for violating any of the prohibited uses or for any other reason at our sole and exclusive decision.

F. Accuracy, Completeness and Timeliness of Information.

We are not responsible if information made available on the Website is not accurate, complete or current. You acknowledge that the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. You acknowledge and agree that no advice or information, whether oral or written, obtained from us, or through the Website, shall create any warranty not expressly stated in this Agreement. You further acknowledge that any

material downloaded or otherwise obtained through the use of the Website is done at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

G. Right of Refusal, Limitation, and Discontinuation.

We reserve the right to refuse to provide any access to the Website and/or Membership Services and/or a Member Account to anyone for any reason at any time at our sole discretion without recourse to you.

ABB reserves the right to deny membership privileges to, or exclude from Copart yards, any individual or entity, in its sole and absolute discretion.

II. MEMBERSHIP

A. Registration Required.

In order to participate in the Membership Services, such as bidding on vehicles, accessing vehicle reports, establishing a bidding limit, and benefiting from exclusive discounts and services (hereinafter, collectively, the "Membership Services"), users are required to register as Members. Access of the Membership Services without registration shall be strictly prohibited.

B. Membership Eligibility.

Membership is limited to those persons who are eighteen (18) years of age or older and have the capacity to enter into a legally binding contract and who reside in the countries that are not currently under U.S. trade embargo restrictions. You must also hold a valid driver's license, state-issued ID or passport and shall be required to provide proof of the same upon registration. In addition to the foregoing, state-specific registration requirements and applicable laws, regulations and restrictions may further limit Member registration and vehicle purchasing eligibility.

C. Registration Process and Procedures.

Should you meet the foregoing eligibility criteria and agree with this Agreement, you will be given the opportunity to register via an online registration form so as to create a Member Account (hereinafter your "Account"), through which you may receive information from us and participate in the features of the Website, such as bid in online actions and arrange for vehicle shipment among other services. We will use the information you provide during registration in accordance with our [Privacy Policy](#). By registering with us, you represent and warrant that all information you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Website so that it remains current, complete and accurate. During the registration process, you may be required to choose a password. You acknowledge and agree that we may rely on this password to identify you. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of this Agreement.

D. Multiple Accounts Prohibited.

You agree you shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

E. Standard Membership.

Standard Membership is free to register, has no expiration date and may be upgraded to Premium or Pro Memberships at any time. Members who elect to register for Standard Membership enjoy the following benefits of the Website and Membership Services:

- Transaction fee of \$299 or 5% whichever is greater and applicable fees*
- Bid up to maximum of \$30,000*
- Bid on 5* vehicles simultaneously
- Preliminary bid submissions
- Live auction participation

* The maximum bid and purchase limit are determined by your security deposit.

F. Premium Membership.

Premium Membership has an annual fee of One Hundred Ninety Nine U.S. Dollars and No Cents (\$199.00). Premium Membership is for one year and will downgrade to a Standard Membership if not renewed. You may upgrade it to a Pro Membership at any time. Members who elect to register for Premium Membership enjoy the following benefits of the Website and Membership Services:

- Transaction fee of \$250 or 3% whichever is greater and applicable fees*
- Bid up to maximum of \$60,000*
- Bid on 10* vehicles simultaneously
- Preliminary bid submissions
- Live auction participation
- Vehicle previewing
- 10 vehicle history reports

* The maximum bid and purchase limit are determined by your security deposit.

G. Pro Membership.

Pro Membership has an annual fee of Three Hundred Forty Nine U.S. Dollars and No Cents (\$349.00). Pro Membership is for one year and will downgrade to a Standard Membership if not renewed. Members who elect to register for Pro Memberships enjoy the following benefits of the Website and Membership Services:

- Transaction fee of \$199 or 1.5% whichever is greater and applicable fees*
- Bid up to unlimited* amount
- Bid on unlimited* amount of vehicles simultaneously

- Preliminary bid submissions
- Live auction participation
- Vehicle previewing
- 50 Vehicle History Reports

* The maximum bid and purchase limit are determined by your security deposit.

H. Account Activity.

Members are responsible for all Account activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Member's username and password through the Website or Copart's website, bearing the URL <https://www.copart.com>, or through terminals located in kiosks at [car auction](#) facilities. Member's Account may not be transferred or assigned to any person or entity. In the event a Member's Account or username and password are used without authorization, you agree to immediately notify us of any such unauthorized activity. Member shall be responsible for all Account activity and charges incurred prior to our receipt of written notice from Member of the unauthorized activity.

I. Revocation of Membership.

We reserve the right to suspend or irrevocably revoke the Membership of a Member for any reason, at our sole and absolute discretion. Membership may be suspended for any of the following reasons, including but not limited to: improper or unprofessional conduct on the Website or on any affiliate website, through any electronic or non-electronic format; non-payment of contracted agreements; or any other reason whatsoever as we and/or our affiliates deem applicable. Accounts that are suspended or revoked shall not be eligible for the refund of any Membership Fee nor shall we be liable in any manner whatsoever for said revocation or suspension or for any termination of a Member's ability to access to the Copart website.

J. Marketing and Promotional Materials.

Members agree and acknowledge that by registering for an Account they have affirmatively requested to receive marketing and promotional materials via mail, email and facsimile from us and our third-party affiliates. To unsubscribe to any promotional materials sent to you via email, simply follow the unsubscribe information provided at the bottom of each communication.

III. MEMBERSHIP FEES & PAYMENT

A. Fees, Generally.

The prices and the terms of payment for the Membership Services are displayed at the time of registration, including at the point when the user chooses to make a purchase. All fees are displayed in U.S. Dollars (USD) and are subject to change at our sole and exclusive discretion without notice thereof.

B. Security Deposits.

Members must place with us a minimum Security Deposit of Four Hundred U.S. Dollars and No Cents (\$400.00) or ten percent (10%) of the amount they wish to bid on any vehicle (hereinafter the "Bidding Limit"), whichever is greater.

All Security Deposits are fully refundable when all purchase costs have been fully paid and the vehicle retrieved from the [car auction](#) facility.

While refunds may be remitted to the Member in the original submission, payment or purchase method, refunds of Security Deposits placed with us more than sixty (60) days before the refund date shall be made via paper check for U.S. and Canadian residents; residents from all other countries will receive their Security Deposit refund via wire transfer.

Refund requests are generally processed within five (5) to seven (7) days of their receipt; however, refunds remitted via paper check or wire transfer may take more than ten (10) business days.

All Security Deposit refund requests must be submitted via a Member's Account by selecting the refund option. No requests made otherwise in writing or verbally shall be accepted. No request shall be deemed pending or received until you receive from us a confirmation email containing a refund confirmation number.

In the event a Member fails to pay for any invoice and the debt becomes uncollectible, you agree and acknowledge that we have authority to and so may apply the Security Deposit to the debt without recourse to you.

C. Membership Fees.

Standard Membership is free to register. Premium Membership is subject to a non-refundable Membership Fee of One Hundred Ninety Nine U.S. Dollars and No Cents (\$199.00). Pro Membership is subject to a non-refundable Membership Fee of Three Hundred Forty Nine U.S. Dollars and No Cents (\$349.00).

D. Form of Payment.

Membership Fees and Security Deposits may be paid via credit or debit card or bank transfer. Please note that bank transfers must clear our accounts before you may begin to place any bids.

E. Refund Policy.

Unless otherwise stated herein, all fees, including all Membership Fees, are non-refundable for any reason whatsoever.

IV. SALES POLICIES

A. Subject to Copart Terms and Conditions.

All sales shall be subject to Copart's Terms and Conditions. As such, you are encouraged to review and familiarize yourself with such Terms and Conditions, as you shall also be bound thereby. As a broker, ABB has no authority to control or to otherwise influence any determination made by Copart regarding any and all final sales, bids, or other transactions. Capitalized terms herein and not otherwise defined shall be given the definitions contained in the Copart Terms and Conditions.

B. Bids Entered.

Once a bid has been submitted, it cannot be retracted, deleted or canceled for any reason whatsoever; therefore, Members should exercise caution when placing bids.

C. Bid Rejection.

Copart reserves the right to reject or void bids, for any reason, at Copart's sole and absolute discretion. Should a dispute arise regarding a bid, Copart is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Members agree to indemnify, defend and hold ABB and Copart harmless from any and all liability arising out of decisions made in resolving disputes regarding bid rejection by Copart.

D. Sale Cancellation.

Copart may, at its sole and absolute discretion and with or without notice, postpone or cancel a sale or withdraw a vehicle from a sale. Neither Copart nor ABB will have liability or obligation to Members as a result of any vehicle withdrawal, sale cancellation or postponement. Further, Copart reserves the right to cancel or reverse a sale transaction in the event of fraud, material misrepresentation, or patent defect in the Vehicle Description or bidding information, as determined by Copart at its sole discretion. In the event a sale is canceled after the Member has remitted payment, Copart will send a paper check to ABB who will then credit the amount of the remittance to the Member's account.

E. Tie Bid Policy.

Virtual Bids (and, where available, Live [Auto Auction](#) Bids) shall prevail over Preliminary Bids of equal amount.

F. BID4U.

Copart uses BID4U, an automated system, to make the bidding process easier and more efficient. Simply enter a Preliminary Bid representing the maximum price you are willing to pay for the vehicle and BID4U will bid on your behalf up to your maximum bid during both the Preliminary Bidding Period and the Virtual Sale. BID4U will only bid one increment over the current bid to maintain your position as the highest bidder. This allows you the possibility of purchasing a vehicle below your maximum bid. If a bidder with a higher maximum bid outbids you during Preliminary Bidding, you will be notified via email. BID4U is not available for VIX vehicles (see Section IV.J. below).

G. Increment Bidding.

Increment Bidding is an option in Copart's BID4U system and is available only to Members using Preliminary Bidding to set their bids. Using Increment Bidding a Member authorize Copart to increase an entered maximum bid by one (1) increment only in the event a Virtual Bidder ties an entered maximum bid. If your bid is the highest bid, then your bid will not be incrementally increased.

H. Counter Bidding.

Counter Bidding allows sellers who have placed a Minimum Bid or a Bid To Be Approved (BTBA) on a vehicle to directly Counter Bid the high bidder after the sale ends. The Member acknowledges and agrees that regardless of any Counter Bids made by the Seller of the vehicle, the Member's high bid on a Minimum Bid or Bid To Be Approved is an offer that shall remain open to acceptance by the seller until 5 p.m. ET on the next business day after the sale day.

I. On-Approval Vehicles.

Vehicles sold "On-Approval" will not be released to Members unless and until the seller notifies Copart and ABB of its acceptance of the highest bid. In some instances, it may take up to three (3) business days, including the day of the sale, for the seller to provide ABB notification of highest bid acceptance. However, the majority of "On-Approval" vehicles receive bid acceptance or rejection within one (1) day.

J. VIX (Virtual Internet Exchange) and Sealed Bid Repo Vehicles.

From time to time insurance and financing companies may offer for sale reposed vehicles via VIX and Sealed Bid Repos. Such sales generally take place while the companies are still in the process of processing the vehicle paperwork and area sealed sales. Should you place the highest bid on such a sale, ABB will inform you via email within three (3) business days after the sale end date, and you shall be responsible for payment in full by the end of the following business day. Following payment, the seller shall have forty-five (45) days to process the paperwork and complete the sale. If the seller cannot do so within this period, we will promptly notify you and, upon request as outlined herein, refund your payment. If ABB notifies the Member more than forty-five (45) days following bid acceptance that the vehicle and title are available for delivery, the Member may, at his or her option, either (i) cancel the sale or (ii) pay for and take delivery of the vehicle.

K. Offsite Sales.

Offsite Sales vehicles will be available for pickup at the designated Copart facility or offsite address indicated. Standard Copart pickup requirements and storage rates apply to vehicles sold from offsite sale locations. If the Member fails to pick up an offsite vehicle within six (6) days of sale, the vehicle may, at Copart's sole discretion, be moved from the offsite sale location to one of Copart's facilities, and, if the vehicle has been moved, the Member will be responsible for towing charges from the offsite location to Copart's facility, plus additional storage charges that may accrue from that day onward, for up to twenty (20) days. After the vehicle has been at Copart's facility for

twenty (20) days and the towing and storage charges have not been paid, the vehicle may be removed from Copart's facilities to one of ABB's facilities. The Member will be responsible for all towing charges, as well as any storage charges that may accrue. Member shall have ten (10) days to pick up the vehicle from ABB's storage facilities. If in that time period the vehicle has not been picked up and associated fees paid, the Member will be considered to have forfeited all of his or her rights in the vehicle, and the vehicle will become the property of ABB who will thereafter attempt to sell said vehicle to recover the fees paid for its storage and transport. Should ABB fail to sell the vehicle for a sale price equal to or more than these incurred fees, the Member shall remain liable for the difference.

L. Timely Removal of Purchased Vehicles.

Vehicles purchased and not removed from Copart parking or loading facilities by 4:45 p.m. (local time at the facility) will be moved to the locked storage area and will only be released upon payment of an additional gate and storage fee.

M. Post-Bid Damage, Discrepancy.

If, prior to the vehicle being removed from Copart premises, it is determined that items have been removed or replaced on the vehicle, that additional damage has occurred since the time the Member submitted his/her bid, and/or there is a title type discrepancy, the Member will have the option to purchase the vehicle at the original price or cancel the sale. Odometer readings that differ from the listed mileage by less than two thousand (2,000) miles do not qualify for transaction cancellation.

N. Vehicle and Title Release.

All vehicle titles shall be transferred and transmitted by Copart to ABB who will then reassign ownership to the purchasing Member. No vehicle title shall be released to any Member absent a signed bill of sale and presentation of a valid government-issued identification. Title shall not be transferred or delivered to any person, for any reason whatsoever and without exception, except for the purchasing Member. ABB reserves the right not to release any vehicle or vehicle title for any reason at our sole and exclusion discretion.

O. Risk of Loss, Assumption of the Risk.

Each Member takes full responsibility and assumes all risk of loss for all vehicles purchased from the time Copart accepts Member's bid. From and after acceptance of Member's bid (for vehicles located at a Copart facility), Member acknowledges that Copart is acting as bailee of Member's vehicle until such time as the vehicle is removed from Copart's premises. The Member agrees that under the terms of the bailment: (1) Copart and ABB shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all Copart facilities, from acts of theft or vandalism or acts of God; and (2) Copart and ABB shall not be responsible for any claim of damage, regardless of whether Member, or any person on Member's behalf such as Member's agents, employees or representatives, pick up the vehicle.

P. Copart Facility Rules, Yard Visits, Guests.

Except where prohibited by law, guests sixteen (16) years of age or older are allowed to enter Copart facilities (including during the Preliminary Bidding Period) when accompanied by a Member. Members and their agents, representatives and guests visiting Copart's facilities must comply with all facility rules and with the reasonable requests and instructions of Copart facility personnel. Anyone caught stealing or damaging vehicles will be arrested and prosecuted to the fullest extent of the law. This includes theft of or damage to keys. A One Hundred U.S. Dollars and No Cents (\$100.00) reward will be paid to anyone providing information leading to the arrest and conviction of individuals stealing or damaging vehicles at Copart facilities. Members and their representatives and guests visiting Copart's facilities must stay clear of electric fences at all times.

Guest passes are subject to a fee where applicable. Guest passes must be displayed at all times.

During the Preliminary Bidding Period, Members may preview vehicles offered at a scheduled sale at a Copart facility in person. A Twenty-Five U.S. Dollars and No Cents (\$25.00) fee per Bidder and an additional Twenty-Five U.S. Dollars and No Cents (\$25.00) fee for any and all accompanying guests must be paid when visiting a Copart facility to inspect a vehicle.

Q. Compliance with Laws, Rules, and Regulations.

Members shall comply with all applicable laws, statutes, ordinances and regulations regarding their use of ABB's and Copart's services.

The Member further agrees to comply, and to cause its agents and representatives to comply, with all applicable laws and regulations when removing a vehicle from a Copart facility, including properly loading and securing all vehicles for safe travel. Copart personnel may load purchased vehicles for Members upon request; however, in so doing, Copart personnel take no responsibility for ensuring that the vehicles are properly loaded or secured for safe transport. Copart and ABB shall in no event be responsible or liable for any damage occurring as a result of unsafe or improper loading or securing of a vehicle for transport and the Member agrees to indemnify, defend, and hold Copart and ABB harmless from any and all claims, damages, losses, liabilities, obligations, costs and expenses (including attorneys' fees) arising from or related to any failure of the Member or the Member's agent or representative to properly load and/or secure a vehicle for transport.

R. California Residents.

California residents who purchase eligible vehicles located in State of California with ABB will receive an Acquisition Bill of Sale ("REG 262"), which is not a certificate of title. This REG 262 may be converted into a salvage title upon registering with the California Department of Motor Vehicles. You must acquire a moving permit from the Department of Motor Vehicles, using your REG 262, in order to take the vehicle to its safety inspections. The subject vehicle must pass a safety inspection before it may be registered. You are responsible for making any repairs to the vehicle, if necessary, to ensure the vehicle passes the safety inspection. Trucks may be weighed prior to registration. ABB will not assist with the vehicle registration process. Further, we do not guarantee that any of our vehicles can pass any inspections. You are responsible for consulting with your local Department of

Motor Vehicles for specific requirements that must be met in order to register your vehicle prior to purchase. Upon completion of all required processes, the Department of Motor Vehicles will issue new plates and mail a salvage title.

Vehicles sold as parts only, unrepairable, or will Bill of Sale or equivalent designations will be sold with Bill of Sale only.

If you are a California resident and purchase a vehicle located in the State of California with the intent to export or ship such vehicle out of the country or to another state, please let ABB know prior to the purchase of the vehicle to avoid delays in the processing of your documents. Vehicles intended to be exported out of the State of California will receive the document type described in the vehicle listing. All documents for export vehicles will be designated as "FOR EXPORT ONLY." Prior to bidding, you are responsible for verifying that the documents indicated in the listing are suitable for export.

V. VEHICLE EXPORTS/IMPORTS, SHIPPING

A. Pickup by Member.

Purchased vehicles may be picked up by Members directly from the applicable Copart facility at a Member's discretion only after full and complete payment for the vehicle, including payment of any and all applicable fees, has been made to ABB.

Although a Member may elect to pick up the purchased vehicle pursuant to the above, you agree and acknowledge that you may not drive any vehicle from the Copart facility or at any time thereafter prior to registration of the vehicle and its passage of state-mandated inspections. The foregoing applies regardless of driving condition and title status. Therefore, all vehicles picked up in person by a Member must be towed or otherwise transported from Copart facilities by a licensed and insured transportation company. This statement serves as a non-driving affidavit.

B. Shipment.

Should you desire to have your vehicle shipped to you, you may place with us either an overseas or domestic shipping order pursuant to which we will act as your shipping agent and will select and engage a shipping carrier on your behalf and otherwise arrange for transportation, storage, and delivery of the vehicle. As a shipping agent we disclaim all liability for any and all loss, damage, expense or delay to the vehicle, including in the event that a vehicle to be shipped overseas is seized by the U.S. Customs and Border Protection ("CBP"). You acknowledge that the circumstances under which CBP has the authority to seize a shipping container, and the contents therein, include, but are not limited to, the following: where documents pertaining to the shipment are missing; where documents pertaining to the shipment contain incorrect information; and pursuant to a spontaneous inspection of the shipment container.

C. Shipping Payment.

All shipping costs and other related fees must be pre-paid by the member who requests the shipment. Such fees may include but are not limited to applicable taxes, loading fees, storage costs,

export documentation, and key service. In the event that the amount of any such fee is not known until after the shipment has been made, you acknowledge that you will be responsible for reimbursing us for any and all taxes, costs, and expenses we incur in making the shipment. You agree and acknowledge that while we use our best efforts to pick up from Copart facilities any vehicle for which shipping has been requested within the number of days allowed by the Copart facility where the vehicle is located so as to avoid storage fees, we are not always able to do so. Thus, you agree and acknowledge that in the event we are unable to pick up your vehicle within the pickup period, you may also incur a non-refundable daily storage fee at the applicable rate charged by the Copart facility.

You agree and acknowledge that shipping costs expressed on our Website are for general informational purposes only and are not binding shipping estimates or quotes. To obtain a shipping quote, please contact us directly.

D. Shipping Disclaimer.

Vehicles shall be shipped FOB. Therefore, you acknowledge and agree that while we will use all reasonable measures to deliver the vehicle to you in the same condition in which it was picked up from the Copart facility and by the estimated shipping date notwithstanding the foregoing, we shall not be held liable for any and all liability with respect to key loss, vehicle damage, vehicle or part theft, or shipment delays once the vehicle has been placed with the carrier. It is the responsibility of the transporter to load the vehicle onto the transportation medium (delivery vehicle, tow truck, tow bed, etc.) and to safely and securely transport the vehicle to its agreed upon destination. ABB and its subsidiaries are not responsible for any damages caused from loading, transportation, and unloading of any vehicles. You unconditionally and irrevocably release and waive ABB from any and all obligations, damages, losses, liabilities, judgments, expenses (including attorneys fees and costs), arising out of or related to claims for the transportation of the vehicle, whether caused by ABB's own negligence or otherwise.

E. Exporting Purchased Vehicles.

The following provisions govern all transactions in which a Member located outside the United States of America purchases a vehicle from ABB in the United States and then transports the vehicle out of the United States (hereinafter known as "Vehicle Export Transactions"):

All Vehicle Export Transactions are subject to U.S. export laws and regulations, including but not limited to the Foreign Trade Regulations (hereinafter the "FTR") and the Export Administration Regulations (hereinafter the "EAR"). Diversion contrary to U.S. law is prohibited. All Members agree not to export, re-export or permit the re-export of the purchased vehicle to a restricted and/or embargoed country anywhere listed by the U.S. Department of State, U.S. Department of Commerce, or the U.S. Department of Treasury and/or individuals on any denied/debarred party list of the U.S. government. All Members expressly agree to comply with all controls of general applicability under the EAR General Prohibitions found at 15 CFR Part 736.

Any Vehicle Export Transaction for which the Member elects not to use ABB's transportation services shall be a "Routed Export Transaction" in which the Member will act as the Foreign Principal Party in Interest (hereinafter the "FPPI") under the FTR and the EAR. As the FPPI, the Member will authorize a U.S. forwarding agent (hereinafter the "Member's Agent") to facilitate the export of the Member's purchased vehicle from the United States by means of a Power of Attorney (hereinafter a "POA") or other authorization, a copy of which the Member will provide to ABB on request.

The Member shall prepare and file any required Electronic Export Information (hereinafter "EEI") through the Member's Agent. As FPPI, the Member and the Member's Agent shall upon request provide to ABB a copy of any required export information as submitted in the Automated Export System (hereinafter the "AES") by the Member's Agent under 15 CFR §30.3(e)(2). All Members conducting Vehicle Export Transactions agree that ABB will not be the "exporter" for EAR and FTR purposes. Unless a Member elects to use ABB's transportation services, ABB will release the vehicle to the Member's Agent in the United States.

In the event of an inquiry from U.S. Customs and Border Protection or another government authority regarding a Vehicle Export Transaction, the Member will clarify that this is a Routed Export Transaction and will provide a copy of its executed POA with the Member's Agent.

ABB does not have consolidation to all countries. Therefore, a Member has up to thirty (30) days to fill in 40 foot container since the date the first vehicle arrived to the warehouse. In the event a Member fails to fill in 40 foot container in thirty (30) days, the vehicles shall be put on a resale. A Member also shall be responsible for the storage fees at the port if any occur.

F. Foreign Corrupt Practices Act.

All Members are subject to the provisions of the U.S. Foreign Corrupt Practices Act of 1977 (hereinafter the "FCPA"), which prohibits the making of corrupt payments. Under the FCPA, it is unlawful to pay or to offer to pay anything of value to foreign government officials, employees, political parties or candidates, or to persons or entities that will offer or give such payments to any of the foregoing in order to obtain or retain business or to secure an improper commercial advantage. Members engaging in Vehicle Export Transactions shall not take actions, or permit actions to be taken on their behalf, that would constitute a violation under the FCPA.

G. Import Requirements.

Unless ABB specifically agrees in writing to provide import clearance services to the Member, the Member shall act as "Importer of Record" or other responsible party (as the case may be) of each vehicle under all import laws of the country of destination and port of discharge and shall be solely responsible for compliance with all import requirements of the country of destination and port of discharge, including the preparation and filing of all required documentation with applicable government authorities, the payment of all import fees, duties, taxes, and any other charges payable upon import of a vehicle, and any required customs inspection and proof of emissions compliance.

H. Compliance with All Applicable Import/Export Laws, Rules, and Regulations.

It is the responsibility of the Member to comply with any and all customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.

All Members accept liability for compliance with all U.S. export laws and regulations applicable to routed export transactions. The Member expressly assumes responsibility for determining licensing requirements and obtaining license authority (if any) for the purchased vehicle with this writing as per 15 CFR§ 758.3(b). The Member's Agent will be the exporter for EAR and FTR purposes. ABB will provide the Member's Agent with the Harmonized Tariff Schedule ("HTS") code, Export Control Classification Number (hereinafter the "ECCN") and other export information required under 15 CFR§ 30.3(e)(1) upon the Member or Member's Agent's request. To obtain this information, a Member or Member's Agent may send a written request to info@abetter.bid

I. Refusal to transport

At any time ABB may decline to transport the members vehicle. In such an instance, the member will be refunded the full amount paid to ABB for the transportation of said vehicle.

J. Shipment Cancellation fee

In the event that the member requests to cancel the shipment of the vehicle, ABB may charge a cancellation fee of \$250 or 10% of the value of the shipment, whichever is greater. This cancellation fee applies if the necessary arrangements have been made by in order to ship the vehicle. Shipment can be cancelled for any reason or no reason at all.

K. Storage fees and "dry run" fee

All outstanding storage fees must be settled prior to the pickup of the vehicle. If ABB attempts to pick up the vehicle from the auction facility and there are outstanding storage fees, ABB may not pick up the vehicle and charge a "dry run" fee. The Dry run fee is \$250 or 10% of the delivery price whichever is greater.

VI. FEES AND PAYMENTS

A. Payments for Vehicles, Late Payments.

All payments for vehicles bought through ABB are due within two (2) business days of the sale date. In the event the payment is not received within the allotted time, a non-refundable late payment fee of Fifty U.S. Dollars and No Cents (\$50.00) will be added to each item bought. In the event the payment is not received by ABB within 5 calendar days (including sale date), the Member shall be considered to have forfeited his or her Security Deposit, and ABB shall have the right to relist the vehicle. Payment for vehicles may be made to ABB via bank wire transfer.

ABB accepts only bank wire transfers for vehicle payments. To be clear, we do not accept any of the following payment methods for vehicle payments: credit cards, debit cards, PayPal, trade-ins, cashier's checks, electronic funds transfers, personal checks or counter deposits.

B. Transaction Fee.

Each vehicle bought through ABB is subject to a non-refundable transaction fee in the amount of Two Hundred Ninety Nine U.S. Dollars and No Cents (\$299.00) or 5% whichever is greater for Standard Members, Two Hundred Fifty U.S. Dollars and No Cents (\$250.00) or 3% whichever is greater for Premium Members and One Hundred Ninety Nine U.S. Dollars and No Cents (\$199.00) or 3% whichever is greater for Pro Members.

C. Storage Fee.

Members will have the standard number of days allowed by the Copart facility where the vehicle is located to pick up the vehicle before a non-refundable daily storage fee is applied. If a vehicle is not picked up from Copart's facilities within twenty (20) days of purchase, the vehicle may be removed from Copart's facilities to one of ABB's facilities. The Member will be responsible for all towing charges, as well as any storage charges that may accrue. Member will have ten (10) days to pick up the vehicle from ABB's storage facilities. If in that time period the vehicle has not been picked up, the Member will be considered to have forfeited all of its rights in the vehicle, and the vehicle will become the property of ABB who will thereafter attempt to sell said vehicle to recover the fees paid for its storage and transport. Should ABB fail to sell the vehicle for a sale price equal to or more than these incurred fees, the Member shall remain liable for the difference.

D. Sales Tax Indemnification.

Members purchasing vehicles from ABB on wholesale, pursuant to a sales tax exemption certificate, agree to indemnify, defend and hold ABB harmless from any and all sales tax assessments, fines, penalties, damages and costs, including attorney's fees, incurred as a result of a determination by taxing authorities that the transaction was subject to the payment of sales, use or excise tax.

E. Vehicles Subject to Florida Sales Tax.

Vehicles located in states of Florida bought by residents of the State of Florida are subject to a state sales tax of six percent (6%) and an additional county discretionary sales surtax (based on the county of Member's residence).

Vehicles purchased by non-Florida residents from Florida facilities may be subject to Florida sales tax if they are picked-up directly from a Florida-based Copart facility or through shipment directly from a Florida-based Copart facility. Vehicles shipped to non-Florida resident Members by ABB are exempt from Florida sales tax so long as the ship-to address is located outside the state of Florida. To claim this exemption, Members must complete, sign and have notarized Florida Department of Revenue form DR-123. In the event a non-Florida resident Member pays or has paid Florida sales tax for the purchase of any vehicle in the previous three (3) years the Member may be eligible for a refund upon application to ABB together with a proof of out-of-state transportation, such as a Bill of Lading or Dock Receipt.

F. Vehicles Subject to California Sales Tax.

Vehicles located in states of California bought by residents of the State of California are subject a state sales tax of seven and seventy-five hundredths percent (7.75%), sales tax will be collected at the time of sale.

G. Documentation Fee.

All vehicles bought through ABB are subject to a Ninety-Nine U.S. Dollars and No Cents (\$99.00) non-refundable documentation fee for each vehicle bought. Florida and California residents are subject to a One Hundred Ninety-Nine U.S. Dollars and No Cents (\$199.00) non-refundable documentation fee. International buyers are subject to a One Hundred and Fifteen U.S. Dollars and No Cents (\$115.00) non-refundable documentation fee for every vehicle bought through ABB.

H. Relist Fees.

In the event a vehicle is not paid for within the time specified by the ABB, Member agrees that ABB may, in its sole and absolute discretion, cancel the sale and relist the vehicle for sale. Member agrees to pay ABB a non-refundable Relist Fee of Six Hundred U.S. Dollars and No Cents (\$600.00) or ten percent (10%) of the sale price, whichever is greater, as well as a non-refundable Cancellation Fee of Six Hundred U.S. Dollars and No Cents (\$600.00) or 10% whichever is greater. Relist and Cancellation fees will be taken from the Security Deposit paid in advance to ABB and shall be taken without recourse by Member. Members who repeatedly fail to fulfill their obligations are subject to suspension or revocation of their bidding privileges. Note: In some circumstances, after a Relist occurs, the auction might be able to have the Relist reversed. In the event that we are able to successfully reverse the sale, the reverse Relist fee shall be reduced to a non-refundable fee of One Hundred Fifty U.S. Dollars and No Cents (\$150.00).

I. Unpaid Fees, Priority of Application of Payments, Authorization to Collect.

In the event of unpaid fees due and owed by a Member, payment shall be applied in the following order: 1) unpaid fees, including but not limited to Membership Fees, Registration Fees, convenience costs, storage costs, loading and gate fees, late payment fees, Relist Fees, Transaction Fees, and delivery and shipment costs and 2) the sale price of the vehicle. You authorize us to debit outstanding fees from the account linked to your original form of payment without seeking your prior consent or approval or otherwise notifying you of our intent to so debit said fees. You agree and acknowledge that we shall have no duty or other obligation to release to you any vehicle or vehicle title until all fees are paid in full to our complete satisfaction.

J. Fee Dispute.

Unless otherwise specified herein, no fees shall be refundable to you for any reason whatsoever due to the non-cancelable and irrevocable nature of the transactions provided for herein. This includes but is not limited to Membership Fees, shipping fees and costs, and Security Deposits except as provided for in Section III.B., supra.

Should you object to the payment of any fee, you agree to write to us at Abetter.bid LLC, 1201 N. Orange Street, Suite 7258, Wilmington, Delaware 19801, so that we may determine the validity of your claim. Should we deny to refund to you the disputed fee, you agree to submit the claim to binding arbitration pursuant to the provisions of Section VIII.B, infra. You agree to indemnify us for any financial harm and/or any losses that arise from or relate to any fee dispute of any kind, including the payment of attorney's fees and costs.

Should you pay for any fee contemplated herein by a credit or debit card you shall abide by the following statement: "I hereby authorize ABB to initiate debit/credit entries from my bank deposit account or credit/debit card."

K. Auction House Fees.

All vehicles bought through ABB may also be subject to various fees charged by the applicable car auction house, including [Copart U.S.](#), [Copart Canada](#) and [Crashed Toys](#). It is your responsibility to review the fee schedules of each auction house prior to placing a bid. In no circumstance shall we be liable or shall a bid be canceled due to your failure to review such fee schedules.

L. Auction Resale Fees.

Each vehicle sold through ABB is subject to a non-refundable resale fee in the amount of Six Hundred and Ten U.S. Dollars and No Cents (\$610.00). In the event of sale cancellation member will be charged resale cancellation fee in the amount of Two Hundred and Fifty U.S. Dollars and No Cents (\$250.00).

VII. DISCLAIMERS, LIMITATIONS OF LIABILITY

A. Vehicle Condition and History Disclaimer.

ALL VEHICLES ARE SOLD "AS IS WHERE IS"

All vehicles offered for sale through ABB are sold **"AS IS WHERE IS," WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.** The term "Vehicles" shall mean all items posted for sale on ABB's and Copart's Websites, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RVs, etc. Copart and ABB expressly disclaim the accuracy or completeness of any and all information provided to Members regarding vehicles, whether provided in written, verbal or digital image form ("Vehicle Information"). Vehicle Information provided by Copart and its vehicle suppliers is for convenience only. Members shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle purchased through ABB. Vehicle Information includes but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, vehicle identification number (e.g., "VIN," "HIN" and serial number), title, repair cost, repair history, title history and total loss history. ABB expressly disclaims any and all representations, warranties and guarantees regarding vehicles sold through a Copart facility. ABB does not guarantee that keys are available for

any vehicle sold through a Copart facility, regardless of whether keys are present in online vehicle images or were present in the vehicle prior to the time of purchase. Certain jurisdictions permit vehicles to be sold with missing VIN plates; as a result, ABB does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. ABB does not guarantee that vehicles meet or can be modified to meet federal, state, or local emission and/or safety requirements. **It is the sole responsibility of Member to ascertain, confirm, research, inspect and/or investigate vehicles and any and all Vehicle Information prior to bidding on vehicles.**

All members agree that vehicles through ABB are sold "AS IS" and are not represented as being in a road-worthy condition, mechanically sound or maintained at any guaranteed level of quality. Some vehicles may be labeled as "Run and Drive", which means that at the time a vehicle arrives at Copart's location, Copart verifies that the vehicle (i) starts, (ii) can be put into gear, and (iii) is capable of moving forward under its own power. However, neither Copart nor ABB makes any guarantee, representation, or warranty that the vehicle is in road-worthy condition or can be driven lawfully upon the roads or highways of any state. Neither Copart nor ABB makes any guarantee, representation, or warranty that the vehicle will (i) start, (ii) drive, or (iii) move forward under its own power at the time the vehicle is picked up at Copart's location. Vehicles may have latent, hidden, or undisclosed damage or other conditions that are not immediately apparent or discoverable. The vehicles may not be fit for use as a means of transportation and may require substantial repairs at your expense. It is the Member's sole responsibility to ascertain, confirm, research, inspect, and/or investigate the vehicle prior to bidding on it. Once the vehicle is removed from Copart's premises, the Member accepts the vehicle "as is." **Repairing or dismantling vehicles on Copart premises is strictly prohibited.** All Members must arrange to safely remove purchased vehicles from Copart's facility prior to undertaking any repairs or dismantling.

In the event Copart is responsible for any damage to the vehicle, damages shall be limited to the lesser of (i) the amount of the diminution in value of the vehicle as reasonably estimated by Copart or (ii) the auction sale price (in which case the Member shall return the vehicle to Copart). Copart may, at its sole and exclusive discretion, resell the vehicle at a Copart sale, and the difference between the original sale price and the resale price shall be conclusive as to the amount of diminution of value, if any.

B. Registration Laws Disclaimer.

ABB does not guarantee that any vehicle sold can be legally registered in any state or country, and Member accepts all risks associated with variations in vehicle title and registration laws between states, provinces and countries that may negatively impact the marketability of vehicles purchased through ABB. (For example, a vehicle legally purchased on a clean title by a Member through ABB at a Copart facility located in State "A" may be required to be sold on a salvage title if Member transports and resells the vehicle in State "B."). You acknowledge and agree that it is solely your responsibility, prior to purchasing any vehicle through ABB, to identify whether the vehicle will be classified as salvaged, or some other classification of similar import, in the state or jurisdiction to which you desire to transport the vehicle.

You further understand and agree that if you purchase a vehicle in a state or jurisdiction in which ABB does not hold a valid dealers' license, the vehicle may be exported to another state, jurisdiction

or country or may be used for its parts, but the vehicle may not be registered in the same state or jurisdiction in which you purchased it. You understand and agree that it is solely your responsibility, prior to purchasing any vehicle through the Services, to determine whether you will be able to legally register the vehicle in the state or jurisdiction in which you intend to drive the vehicle.

C. NMVTIS Reporting Disclaimer.

Vehicles listed for sale at Copart and/or on our Website have been reported to the National Motor Vehicle Title Information System (hereinafter the "NMVTIS"), and transaction data related to vehicles purchased through ABB is reported to NMVTIS, at ABB's sole discretion. Member accepts all risks associated with the purchase of vehicles through ABB resulting from the reporting of the vehicle or the purchase transaction data to NMVTIS by ABB or others. Members may be subject to NMVTIS reporting requirements when purchasing certain vehicles. For more information on reporting requirements, exemptions, and how to obtain a NMVTIS Reporting ID, visit <http://www.vehiclehistory.gov>.

D. DMV/MVD/DOR Paperwork Disclaimers.

We shall not be responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by ABB or (ii) made by any motor vehicle department, department of revenue or other governmental entity.

E. Disclosure of Member Information.

Each Member expressly agrees that ABB may, if and to the extent necessary to comply with applicable law, disclose information regarding ABB's Members and regarding transactions conducted by Members through ABB if requested to do so in any judicial or administrative proceeding or by any governmental agency or regulatory authority (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or otherwise).

F. Release of Liability.

Members irrevocably and unconditionally waive and release their rights (if any) to recover from Copart and ABB, their directors, officers, employees, representatives, agents, parents, subsidiaries, partners, affiliates and vendors any and all damages, losses, liabilities, costs, expenses or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage or other occurrence which occurs on Copart or ABB premises. Members agree to indemnify, defend and hold Copart and ABB harmless from any and all damages, losses, liabilities, costs or expenses (including attorney's fees) arising from claims made by Member for bodily injury or property damage occurring on Copart or ABB premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL ABB BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF OR INABILITY TO USE ANY VEHICLE, EVEN IF ABB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Members and guests who are California residents waive California Civil Code §1542, which reads: "A general release does not extend to

claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Members hereby unconditionally release ABB from any and all liability whatsoever for any losses or damages (whether direct or indirect, known or unknown, foreseen or unforeseen, and including attorneys' fees) arising out of or in any way related to any of the following:

Your failure or refusal to strictly comply with the Website's [Terms of Service](#) and any and all of our rules and policies;

Your failure or refusal to notify us of any problem with or condition of any vehicle before it is removed from the Copart facility (or other location where vehicle is awaiting pickup);

Your failure or refusal to keep your Account login information confidential;
Our termination or suspension of your Account;

Your cancelation of your Account;

Our decision to use or not to use all or any portion of your Security Deposit to pay any unpaid account balance;

Any rejection or cancelation of any bid by Copart;

Any postponement, cancelation, or withdrawal of a vehicle from a sale by Copart;

The acceptance or rejection of any bid for any "On Approval" or "On Minimum Bid" vehicle;

Your failure or refusal to know the type and amount of applicable fees and charges (including Membership Fees, Auction Fees, Storage Fees, Late Fees, Relist Fees, and other applicable fees and charges related to your use of the Membership Services);

Your failure or refusal to pay any amount due within the time period specified (including any vehicle purchase price, Membership Fees, Auction Fees, Storage Fees, Late Fees, Relist Fees, and other applicable fees and charges related to your use of the Membership Services);

Your failure or refusal to remove any vehicle from the applicable Copart facility (or other location where vehicle is awaiting pickup) within the time period specified;

Our refusal to release any vehicle or vehicle title or ownership documents or otherwise transfer possession or ownership of any vehicle to you due to any unpaid account balance or your violation of this Agreement;

Our refusal to release or transfer possession or ownership of any vehicle to anyone other than you;
Your failure or refusal to transfer ownership or register any vehicle in your name (as applicable);

Our refusal to issue you a refund for any reason;

Our declaration that any vehicle is “abandoned” due to your failure or refusal to remove the vehicle from the applicable Copart facility (or other location where vehicle is awaiting pickup) within the time specified;

Our sale or other disposition of any abandoned vehicle;

Any damage to or loss of your vehicle (or any portion or parts thereof) due to operational procedures in place at the Copart facility (or other location where vehicle is awaiting pickup), acts of theft or vandalism, weather, acts of God, or any other reason that occurs after the end of an auction but before the vehicle is removed from the applicable Copart facility (or other location where vehicle is awaiting pickup);

Your failure or refusal to comply with this Agreement or any applicable law or regulation when removing your vehicle from the applicable Copart facility (or other location where vehicle is awaiting pickup);

Your vehicle after it is removed from the applicable Copart facility (or other location where vehicle is awaiting pickup);

Your use of any service provided by any third party (including any of our recommended service providers);

Any bodily injury, property damage, or other occurrence which occurs on Copart's or ABB's premises, whether caused in whole or in part by the negligence of ABB or Copart. It is specifically understood that this release shall be interpreted as releasing ABB and Copart for their own sole and/or partial negligence;

Our denial or rejection of any request or demand by you that does not comply with this Agreement.

You acknowledge and agree that under this general release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the scope of this general release to include only those claims that you may know or suspect to exist at the time you agree to this release.

Additionally, you hereby agree to pay all reasonable costs and expenses (including court fees, attorney fees, travel expenses, and other related costs and expenses) incurred by ABB in connection with its efforts to obtain a stay or dismissal of any Claim (as defined in Section VIII.B) pursuant to the general release under this section.

G. General Indemnification of ABB.

For the purposes of this Section, “Loss” means any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including interest which may be imposed in connection therewith), expenses of investigation, reasonable fees, costs and disbursements of attorneys, counsel, and other experts (at trial and on any appeal), and cost to ABB of any funds expended by reason of the

occurrence of any Third Party Claim (as defined in this Section) or incurred in imposition thereof or in enforcing the provisions of this Agreement.

To the maximum extent permitted by law, you hereby agree to indemnify ABB and its affiliates, sublicensees, members, directors, officers, employees, representatives, agents, and any person claiming by or through any of them, and their respective successors, heirs, and assigns against any and all Losses arising out of, resulting from, or related to any claim brought by a third-party related to any item listed in Section VII.F.

H. Limitation of Damages.

Members agree that, to the extent permitted by applicable law, ABB shall not under any circumstances have any liability whatsoever to the Member or any third-party for any damages or losses of any kind (known or unknown, foreseen or unforeseen, direct or indirect) arising out of or in any way related to any disclaimer provided in this Agreement or on the Website.

Members agree that, to the extent permitted by applicable law, ABB shall not under any circumstances have any liability whatsoever to the Member or any third-party for any (a) indirect, incidental, special, consequential, or punitive damages, (b) loss of use, data, opportunity, goodwill, reputation, profit, or revenue, or (c) costs or expenses (including attorneys' fees) for any Claim (as defined in Section VIII.B) not amounting to a willful or intentional wrong.

Regardless of the previous paragraphs, Members agree that, to the extent permitted by applicable law, if ABB is found liable in any Claim (as defined in Section VIII.B), ABB's total liability to the Member or to any third-party shall not exceed the amount of any fees (excluding the purchase price of any vehicle, or any other fees charged by any third-party) paid by the Member to ABB related to the transaction or vehicle giving rise to the liability. If no such fees were paid by the Member to ABB, ABB's total liability to the Member or any third-party for any Claim (as defined in Section VIII.B) shall not exceed \$500 USD.

VIII. MISCELLANEOUS

A. Governing Law, Jurisdiction.

This Agreement shall be governed by the laws of the State of Florida without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of Florida, sitting in Miami-Dade County, and the courts of the United States for Florida.

B. Binding Arbitration.

You agree that any claim, demand, controversy, dispute, or cause of action arising out of or in any way concerning, relating, or referring to this Agreement, your Account, your relationship with us, your use of or inability to use the Membership Services, or any vehicle you bid on or purchase using the Membership Services (each, a "Claim") shall be resolved exclusively by binding arbitration according to the then-existing rules of the American Arbitration Association ("AAA"). Such

proceedings will be governed by and in accordance with substantive Florida law and shall be decided by a panel of arbitrators or an arbitrator located in Miami-Dade County, Florida.

The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable.

You agree that any Claim shall be resolved exclusively through final and binding arbitration, rather than in state or federal court. You and ABB both agree that each waives any right to a jury trial under this Agreement.

Except as specifically provided under this Agreement, the AAA rules, or by applicable law, the parties acknowledge and agree that (a) each party shall bear its own costs, expenses, and attorneys' fees incurred in connection with any Claim, and (b) any right to an award of costs and expenses (including attorneys' fees) under Section VII.F or elsewhere in this Agreement is limited to the specific circumstances set forth under such section and is not intended to provide any party with a general right to an award of costs and expenses (including attorneys' fees), even if such party is the "prevailing party" in connection with any Claim.

C. Severability.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

D. Integration.

This constitutes the entire agreement between the parties concerning this Agreement and the subject matter contained herein. No further warranties, representations, or other promises, oral or written, have been made or are made part hereof.

V31 (10.25.2022)