



TERMS & CONDITIONS

PLEASE READ THE LEGAL RULES AND CONDITIONS THAT APPLY FOR THE USE OF THE EXCLUSIVE RACING SITE AND ALL SERVICES THROUGH EXCLUSIVE RACING AND IT'S AFFILIATED COMPANIES. IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THESE TERMS OR SERVICES PLEASE CONTACT EXCLUSIVE AT: INFO@EXCLUSIVERACING.COM

1. MEMBERSHIP

You (the "MEMBER") are entering into a legally binding AGREEMENT. These MEMBER Terms and Conditions (this "AGREEMENT") set out the terms on which Exclusive MotorWorks Group, Inc. (Exclusive Auctions, Exclusive MotorWorks, Exclusive Racing, Formula Pro USA and any other affiliates), a Nevada Corporation (referred to hereinafter as "EXCLUSIVE") offers you access to and use of EXCLUSIVE's platforms, WEBSITE PLATFORMS, applications, tools, and services (collectively "MEMBERSHIP SERVICES").

Please be advised that this AGREEMENT affects your legal rights and contains provisions that govern how claims between you and EXCLUSIVE are resolved. You should read this AGREEMENT in its entirety before accepting it. If you object to anything in this AGREEMENT or otherwise do not understand or agree to be bound by this AGREEMENT, do not use the MEMBERSHIP SERVICES. **If you use the MEMBERSHIP SERVICES in any way, including but not limited to; viewing listings, placing a listing, placing a bid or utilizing EXCLUSIVE's WEBSITE PLATFORMS in any manner whatsoever, you agree to and are bound by this AGREEMENT.** You are encouraged to retain a copy of this AGREEMENT for future reference.

EXCLUSIVE may modify, add to, suspend or delete this AGREEMENT, in whole or in part, at EXCLUSIVE's sole discretion, at any time, with such modifications, additions or deletions being immediately effective upon their posting to the WEBSITE PLATFORMS (as defined below). EXCLUSIVE will provide you with notice of such changes, and it is your responsibility to review any changes to this AGREEMENT. If you object to any of the changes to this AGREEMENT, or otherwise do not understand or agree to any of the changes to this AGREEMENT, do not use the MEMBERSHIP SERVICES. By continuing to use the MEMBERSHIP SERVICES following notice of any changes to this AGREEMENT, you agree to and are bound by this AGREEMENT as changed.

2. GENERAL TERMS, ACKNOWLEDGMENTS

a. Definitions

For purposes of this AGREEMENT, references to "you," "your," and "MEMBER" shall mean any user, visitor, and/or registered user of the EXCLUSIVE WEBSITE PLATFORMS. References to the "WEBSITE PLATFORMS" shall mean the WEBSITE PLATFORMS located at:

EXCLUSIVE RACING – <https://www.ExclusiveRacing.com>

and any related WEBSITE PLATFORMS provided by EXCLUSIVE unless otherwise specified. "MEMBER Account" or "Account" shall mean the account you create through the WEBSITE PLATFORMS and through which you may receive information from EXCLUSIVE and participate in the MEMBERSHIP SERVICES and other features of the WEBSITE PLATFORMS, such as listing vehicles or other equipment or items for sale, viewing listings, bidding in online auctions and/or using the WEBSITE PLATFORMS in any manner. "Seller" shall mean a MEMBER who uses the WEBSITE PLATFORMS to sell a LISTING. "Buyer" shall mean a MEMBER who uses the WEBSITE PLATFORMS to bid on and/or purchase a LISTING.



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The term “*LISTING(S)*” shall mean all items posted for sale on the *WEBSITE PLATFORMS*. Vehicles (*Ex: Cars, Motorcycles, Etc.*) and Non-Vehicles (*Equipment and/or Items, Ex: Engines, Parts, Memorabilia, Etc.*). “*CONTENT*” shall mean without limitation, information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics and interactive features generated, provided, or otherwise made available through or in connection with the *WEBSITE PLATFORMS*.

b. Modifications and Changes to the *WEBSITE PLATFORMS*, *MEMBERSHIP SERVICES*

EXCLUSIVE may modify, add to, suspend, or delete any aspect of the *WEBSITE PLATFORMS* or any *MEMBERSHIP SERVICES* offered by *EXCLUSIVE* thereby, in whole or in part, at *EXCLUSIVE*'s 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, pricing policies, hours of availability, and equipment needed for access or use.

c. Prohibited Use of the *WEBSITE PLATFORMS*, *MEMBER* Account

In addition to other prohibitions as set forth in this *AGREEMENT*, you are prohibited from using the *WEBSITE PLATFORMS* 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 *EXCLUSIVE*'s 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 impersonate another person or 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 PLATFORMS* or materials and products found thereon, or of any related *WEBSITE PLATFORMS*, other *WEBSITE PLATFORMS*, 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 PLATFORMS*, other *WEBSITE PLATFORMS*, or the Internet. *EXCLUSIVE* reserves the right to terminate your use of the *WEBSITE PLATFORMS* for violating any of the prohibited uses or for any other reason at *EXCLUSIVE*'s sole and *EXCLUSIVE* decision.

d. Copyright

EXCLUSIVE owns all rights, title and interest in and to the copyrights, trademarks, service marks, trade names, patents and all other intellectual and proprietary rights throughout the world associated with the *WEBSITE PLATFORMS* and *CONTENT* except, if applicable, with respect to your *MEMBER CONTENT*.

You may not build a business, in whole or in part, resell, redistribute, recirculate or make any other commercial use of, or create derivative works or materials utilizing any portion of the *WEBSITE PLATFORMS* (including any code used in any software) or *CONTENT*, whether or not for profit.

If *EXCLUSIVE* becomes aware that any of our *MEMBER*'s have repeatedly infringed the proprietary rights of any third party, *EXCLUSIVE* may take steps to terminate that *MEMBER*'S access to the *WEBSITE PLATFORMS*. *EXCLUSIVE* reserves the right (but has no obligation) to review any information you provide, investigate, and/or take appropriate action against you or any other *MEMBER* in *EXCLUSIVE*'S sole discretion.



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EXCLUSIVE is not responsible for any links to third-party websites, apps or other services, including social media platforms.

e. Listing Submission

By submitting a *LISTING* (defined below) through the *WEBSITE PLATFORMS*, you grant exclusive worldwide, non-exclusive, perpetual, royalty-free, fully paid, and transferable license to use, edit, modify, truncate, combine, reproduce, distribute and display any part or all parts of a *LISTING* in connection with this *WEBSITE PLATFORM*, including without limitation for promoting and redistributing part or all of this site or the Services offered by *EXCLUSIVE*, in any media format and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your *MEMBERSHIP* or *MEMBERSHIP SERVICES*. You represent and warrant that you have all rights to grant licenses for use to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

In addition, you acknowledge and agree that *EXCLUSIVE*, in providing *MEMBERSHIP SERVICES* may need to make changes to your submitted *LISTING* to conform and adapt to the technical requirements of networks, devices, services or media and you give *EXCLUSIVE* license rights to do so.

f. Accuracy, Completeness and Timeliness of Information

EXCLUSIVE is not responsible if information made available on the *WEBSITE PLATFORMS* is not accurate, complete, or current. You acknowledge that the *WEBSITE PLATFORMS* are 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 timelier sources of information. You acknowledge and agree that no advice or information, whether oral or written, obtained from *EXCLUSIVE*, or through the *WEBSITE PLATFORMS*, 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 PLATFORMS* 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. Furthermore, *EXCLUSIVE* makes no representations or guarantees about any aspect of the *WEBSITE PLATFORMS* and *CONTENT* and do not endorse any opinions expressed by any *MEMBER*. THE *WEBSITE PLATFORMS* AND ALL *CONTENT* ARE PUBLISHED "AS IS" AND YOUR USE OR RELIANCE ON THE *WEBSITE PLATFORMS* OR ANY *CONTENT* IS AT YOUR OWN RISK. WE HAVE NO LIABILITY TO YOU FOR THE CONSEQUENCES OF USING OR RELYING ON THE *WEBSITE PLATFORMS* OR ANY *CONTENT*.

g. Right of Refusal, Limitation, and Discontinuation

EXCLUSIVE reserves the right to refuse to provide any access to the *WEBSITE PLATFORMS* and/or *MEMBERSHIP SERVICES* and/or a *MEMBER* Account to anyone for any reason at any time at *EXCLUSIVE*'s sole discretion without recourse to you.

3. MEMBER ACCOUNT

a. Registration Required



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In order to participate in the *MEMBERSHIP SERVICES*, such as creating *LISTINGS* bidding on *LISTINGS*, accessing *LISTING* reports, establishing a bidding limit, and benefiting from *EXCLUSIVE* discounts and 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 *LISTING* purchasing eligibility.

EXCLUSVIE adheres to the Children's Online Protection Act ("COPPA") and does not knowingly collect or solicit personally identifiable information from children under thirteen (13); if you are child under thirteen(13), please do not attempt to register or send us any personal information. If you believe a child under thirteen (13) may have provided us personal information, please contact us at Info@ExclusiveRacing.com.

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, through which you may receive information from *EXCLUSIVE* and participate in the features of the *WEBSITE PLATFORMS*, such as bidding on online auctions, among other services. *EXCLUSIVE* will use the information you provide during registration in accordance with *EXCLUSIVE*'s Privacy Policy. By registering with *EXCLUSIVE*, 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 PLATFORMS* 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 *EXCLUSIVE* 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. Account Activity

MEMBERS are responsible for all Account activity, including, without limitation, all bids submitted under the *MEMBER*'s username and password through the *WEBSITE PLATFORMS*. A *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 *EXCLUSIVE* of any such unauthorized activity. *MEMBERS* shall be responsible for all Account activity and charges incurred prior to the receipt of written notice by *EXCLUSIVE* of such unauthorized activity.

e. Revocation of MEMBERSHIP

EXCLUSIVE reserves the right to suspend or irrevocably revoke the *MEMBERSHIP* of a *MEMBER* for any reason, at *EXCLUSIVE*'s sole and absolute discretion *MEMBERSHIP* may be suspended for any of the following reasons, including but not limited to:



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improper or unprofessional conduct on the *WEBSITE PLATFORMS* or on any affiliate *WEBSITE PLATFORMS*, through any electronic or non-electronic format; non-payment of contracted *AGREEMENTS*; or any other reason whatsoever as *EXCLUSIVE* deems applicable. *EXCLUSIVE* shall not be liable in any manner whatsoever for said revocation or suspension.

f. 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 *EXCLUSIVE* and *EXCLUSIVE*'s 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.

g. Communication on Auction Pages

MEMBERS have the option to place communications on the auction page of any *LISTING* listed on the *WEBSITE PLATFORMS*. Communications may be directed to the Seller, to other *MEMBERS* bidding on the *LISTING*, or to other *MEMBERS* communicating on the *LISTING*. You agree that any communications you make on an auction page will be appropriate and professional and will not contain any content that is indecent, of a derogatory nature, or otherwise inappropriate. *EXCLUSIVE* reserves the right to remove any communications or to revoke the *MEMBERSHIP* of any *MEMBER* who violates this provision, all at *EXCLUSIVE*'s sole and absolute discretion.

h. Notices

MEMBER agrees and acknowledges that *EXCLUSIVE* will have the right to periodically send electronic or printed correspondence to such *MEMBER*, including email and text messages. Such correspondence may be in reference to changes in policies, promotions available to *MEMBERS*, or other material related to the *MEMBER*'s Account or access thereof to the *WEBSITE PLATFORMS*. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from *EXCLUSIVE*, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your *MEMBER* Account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send a message via text. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law, for purposes of quality monitoring purposes.



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4. AUCTION SERVICES

EXCLUSIVE Auctions provides a secure platform to connect potential Sellers with potential Buyers. Potential Buyers are responsible to ensure the Seller's *LISTING* is an accurate representation of their item. Please refer to Item 8 below (DISCLAIMERS, LIMITATIONS OF LIABILITY). *EXCLUSIVE* Auctions is not responsible for ensuring that information (including credentials) any Bidder or Seller provides about himself or herself or about any item Seller lists is accurate and up-to-date.

- a. Reference the Online Auction Services FAQ Page(s) for description of services, pricing, policies, procedures and process. The Online FAQ Page(s) are incorporated herein by reference and are a part of the *AGREEMENT*.

- i. Auction Services

<https://www.exclusiveautoauctions.com/auction-services/>

5. AUCTION PROCESS

- a. **Bidding Process**

The Bidding Process includes; Regular Bids, Proxy Bids and Offers. When a prospective Buyer desires to make a bid on a *LISTING*, the prospective Buyer will be prompted to enter his or her credit card information to pay the applicable bidding fees. After entering such information, the prospective Buyer will be able to make a bid. Once a bid has been made, an email and/or text notification confirming the bid will be sent to the prospective Buyer. After a bid has been submitted, it cannot be retracted, deleted or canceled for any reason whatsoever; therefore, *MEMBERS* should exercise caution when placing bids. In the event that a prospective Buyer's bid is exceeded by another bid, an email and/or text notification will be sent to the prospective Buyer notifying him or her that the bid has been exceeded. The prospective Buyer will then be able to make a separate bid.

- b. **Disputes Regarding Bids**

Should a dispute arise regarding a bid, *EXCLUSIVE* is the exclusive deciding authority with sole and absolute discretion in resolving disputes. *MEMBERS* agree to indemnify, defend and hold *EXCLUSIVE* harmless from any and all liability arising out of decisions made in resolving disputes regarding bids.

- c. **Transfer of Title**

MEMBERS understand that the procedures for transferring title of a *LISTING* purchased through the *WEBSITE PLATFORMS* are the responsibility of Seller and Buyer. Title to *LISTINGS* listed for sale on *EXCLUSIVE* shall never be held by *EXCLUSIVE* and *EXCLUSIVE* shall bear no responsibility for the inability or failure of Seller or Buyer to affect the correct transfer of title of any *LISTING* purchased through the *WEBSITE PLATFORMS*.

- d. **Sale Cancellation**

EXCLUSIVE reserves the right to cancel or reverse a sale transaction in the event of fraud, material misrepresentation, or patent defect in the description of the *LISTING* or bidding information, as determined by *EXCLUSIVE* in *EXCLUSIVE*'s sole discretion. *EXCLUSIVE* will not be liable to any *MEMBER* as a result of any *LISTING* withdrawal, sale cancellation or postponement.



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e. Post-Bid Damage, Discrepancy

If, prior to the *LISTING* being delivered to Buyer, it is determined that items have been removed or replaced on the *LISTING*, that additional damage has occurred since the time the Buyer submitted his/her bid, and/or there is a title type discrepancy, the Buyer will have the option to purchase the *LISTING* at the original price or cancel the sale. Odometer readings that differ from the listed mileage by less than one thousand (1,000) miles do not qualify for transaction cancellation or refund of any amount from *EXCLUSIVE*.

f. Risk of Loss, Assumption of the Risk

Buyer takes full responsibility and assumes all risk of loss for all *LISTINGS* purchased from the time *EXCLUSIVE* accepts the Buyer's bid. From and after acceptance of the Buyer's bid, Buyer acknowledges that *EXCLUSIVE* is not responsible for damage to or loss of the *LISTING* or parts thereof and shall not be responsible for any claim of damage, regardless of whether Buyer, or any person on Buyer's behalf such as Buyer's agent, employee or representative, picks up the *LISTING* from Seller.

g. Compliance with Laws, Rules, and Regulations

MEMBERS shall comply with all applicable laws, statutes, ordinances and regulations regarding their use of the *MEMBERSHIP SERVICES*.

Buyer agrees to comply, and to cause its agents and representatives to comply, with all applicable laws and regulations when retrieving a purchased *LISTING* from Seller, including properly loading and securing all *LISTINGS* for safe travel. *EXCLUSIVE* shall in no event be responsible or liable for any damage occurring as a result of unsafe or improper loading or securing of a *LISTING* for transport and the Buyer agrees to indemnify, defend, and hold *EXCLUSIVE* 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 Buyer or the Buyer's agent or representative to properly load and/or secure a *LISTING* for transport.

6. DELIVERY OF *LISTING* TO BUYER

a. Pickup by Buyer

Purchased *LISTINGS* may be picked up by the Buyer directly from the applicable Seller only after full and complete payment for the *LISTING* or Item, including payment of any and all applicable fees.

b. Shipment of Purchased *LISTING*

Should a Buyer desire to have the purchased *LISTING* or Item shipped to Buyer, Buyer may arrange with Seller for such shipment. *EXCLUSIVE* may assist in coordinating shipping through third party shippers; however, under no circumstances will *EXCLUSIVE* be liable for such shipment or be responsible for Seller's refusal to make such arrangements.

c. Non-Delivery by Seller

In the event that Seller fails to make a purchased *LISTING* (*Vehicle | Equipment and/or Items*) available for transfer to Buyer within 72 hours (*or other agreed upon time-frame*) of Buyers full payment of the purchased *LISTING* (*Vehicle | Equipment and/or Items*),



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EXCLUSIVE will return to Buyer an amount equal to the Buyer's Premium (*as defined herein*) if paid in full. Seller will not be entitled to the return of any fee(s) paid by Seller on account of the sale. Seller will be liable to *EXCLUSIVE* for any amount refunded to Buyer and any fees or administrative charges incurred by *EXCLUSIVE* to refund the Buyer's Premium to Buyer. Said amounts will be charged to the Seller's Payment Account.

d. Shipping Disclaimer

MEMBERS acknowledge and agree that it is the Buyer's responsibility to either pick up or arrange for the delivery of a purchased *LISTING*. In the event that Buyer elects for delivery of a purchased *LISTING*, Buyer shall be solely responsible for arranging and paying for the shipment of the *LISTING* including; any assistance on the part of *EXCLUSIVE* in coordinating shipping through third party shippers. *EXCLUSIVE* shall not be liable for any loss of *LISTING* keys, *LISTING* damage, *LISTING* or part theft, or shipment delays.

7. FEES AND PAYMENTS

a. Payments for LISTINGS

After a prospective Buyer receives notice that the prospective Buyer has entered the winning bid for a *LISTING*, the Buyer must contact the Seller directly to arrange for the payment of the *LISTING*. Buyer should use the link provided for contacting Seller to arrange for such payment. All payments for *LISTINGS* purchased through the *WEBSITE PLATFORMS*, must be made in full to Seller within seven (7) business days (*or other agreed upon time-frame*) of the sale date.

b. Non-Payment by Buyer

If a Buyer fails to issue payment for a purchased *LISTING* within the allotted time, the Buyer will be considered to have forfeited all of its rights in the *LISTING* or Item. In the event that Seller fails to sell the *LISTING* for a sale price equal to or greater than the sale price agreed-upon by the forfeiting Buyer, the forfeiting Buyer will be liable to Seller for the difference between the sale prices.

c. Payment of Sales Tax

Buyer agrees that Buyer is solely responsible for paying any applicable sales tax or use tax for a *LISTING* purchased through the *WEBSITE PLATFORMS*. Buyer agrees that *EXCLUSIVE* is not responsible for notifying Buyer of any particular sales tax or use tax and that *EXCLUSIVE* shall not be liable for any penalty incurred by Buyer for failure to pay any applicable sales tax, use tax or any other applicable local, state, or federal charge and any license and registration fees.

d. Authorization to Collect, Unpaid Fees

You hereby authorize *EXCLUSIVE* to debit any and all outstanding fees from the account linked to your original form of payment without seeking your prior consent or approval or otherwise notifying you of *EXCLUSIVE*'s intent to so debit said fees. All *MEMBERS* shall abide by the following statement: "I hereby authorize *EXCLUSIVE* to initiate debit/credit entries from my bank deposit account or credit/debit card."



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In the event of unpaid fees due and owed by a Buyer, Buyer agrees and acknowledges that Seller shall have no duty or other obligation to release to Buyer any *LISTING* or *LISTING* title until all fees are paid in full to *EXCLUSIVE* to the complete satisfaction of *EXCLUSIVE*.

e. Fee Dispute

Unless otherwise specified herein, no fees whatsoever shall be refundable to you for any reason whatsoever due to the non-cancelable and irrevocable nature of the transactions provided for herein.

Should you object to the payment of any fee, you agree to write to *EXCLUSIVE*, using the contact information on the *WEBSITE PLATFORMS*, so that *EXCLUSIVE* may determine the validity of your claim. Should *EXCLUSIVE* deny refunding you the disputed fee, you agree to submit the claim to binding arbitration pursuant to the provisions of Section 13.b, infra. You agree to indemnify *EXCLUSIVE* 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.

8. DISCLAIMERS, LIMITATIONS OF LIABILITY

a. LISTING Condition and History Disclaimer

ALL LISTINGS ARE SOLD "AS IS, WHERE IS"

ALL LISTINGS offered for sale through *EXCLUSIVE* 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 "*LISTINGS*" shall mean all items posted for sale on the *WEBSITE PLATFORMS*. Vehicles (*Ex: Cars, Motorcycles, Etc.*) and Non-Vehicles (*Equipment and/or Items, Ex: Engines, Parts, Memorabilia, Etc.*). *EXCLUSIVE* expressly disclaims the accuracy or completeness of any and all information provided to *MEMBERS* regarding *LISTINGS*, whether provided in written, verbal or digital image form ("*LISTING* Information").

LISTING Information provided by *EXCLUSIVE* is for convenience only. *MEMBERS* shall not rely on *LISTING* Information in deciding whether or how much to bid on a *LISTING* purchased through *EXCLUSIVE*. *LISTING* Information includes but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, *LISTING* identification number (e.g., "VIN," "HIN" and serial number), title, repair cost, repair history, title history and total loss history. It is the Buyer's responsibility to verify whether a *LISTING* has any warranty. *EXCLUSIVE* does not make and expressly disclaims any and all representations, warranties and guarantees regarding *LISTINGS* sold through the *WEBSITE PLATFORMS*.

EXCLUSIVE does not guarantee that keys are available for any *LISTING* sold through the *WEBSITE PLATFORMS*, regardless of whether keys are present in online *LISTING* images or were present in the *LISTING* prior to the time of purchase. Certain jurisdictions permit *LISTINGS* to be sold with missing VIN plates; as a result, *EXCLUSIVE* does not guarantee that *LISTINGS* are equipped with any or all VIN plates. Parts may be missing.



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EXCLUSIVE does not guarantee that *LISTINGS* meet or can be modified to meet federal, state, or local emission and/or safety requirements. **It is the sole responsibility of Buyer to ascertain, confirm, research, inspect and/or investigate *LISTINGS* and any and all *LISTING* Information prior to bidding on *LISTINGS*.**

All *MEMBERS* agree that *LISTINGS* sold through *EXCLUSIVE* are sold "AS IS, WHERE IS" and are not represented as being in a road-worthy condition, mechanically sound or maintained at any guaranteed level of quality. *LISTINGS* may have latent, hidden, or undisclosed damage or other conditions that are not immediately apparent or discoverable. The *LISTINGS* may not be fit for use as a means of transportation and may require substantial repairs at your expense.

b. Registration Laws Disclaimer

EXCLUSIVE does not guarantee that any *LISTING* sold can be legally registered in any state or country, and Buyer accepts all risks associated with variations in *LISTING* title and registration laws between states, provinces and countries that may negatively impact the marketability of *LISTINGS* purchased through *EXCLUSIVE*. (For example, a *LISTING* legally purchased on a clean title by a Buyer through *EXCLUSIVE* from a Seller located in State "A" may be required to be sold on a salvage title if Buyer transports and resells the *LISTING* in State "B.")

c. DMV/MVD/DOR Paperwork Disclaimers

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

d. Disclosure of *MEMBER* Information

Each *MEMBER* expressly agrees that *EXCLUSIVE* may, if and to the extent necessary to comply with applicable law, disclose information regarding *EXCLUSIVE*'s *MEMBERS* and regarding transactions conducted by *MEMBERS* through *EXCLUSIVE* 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).

e. Disclaimer and Release of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL *EXCLUSIVE* BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF OR INABILITY TO USE ANY *LISTING*, EVEN IF *EXCLUSIVE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MEMBERS IRREVOCABLY AND UNCONDITIONALLY WAIVE AND RELEASE THEIR RIGHTS (IF ANY) TO RECOVER FROM *EXCLUSIVE*, ITS RESPECTIVE EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, OWNERS, PARENTS AND/OR OTHER FAMILY MEMBERS, MANAGERS, AGENTS, SUCCESSORS, ASSIGNS, SUBCONTRACTORS, VENDORS, DEVELOPERS, AFFILIATED COMPANIES, AFFILIATED MANUFACTURERS, ATTORNEYS, INSURERS AND OTHER *MEMBERS*, FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES OR CLAIMS THEREFORE,



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WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, OR FORESEEN OR UNFORESEEN, WHICH MAY ARISE FROM OR BE RELATED TO THE SALE, DISTRIBUTION, USE OF OR INABILITY TO USE ANY *LISTING* PURCHASED THROUGH *EXCLUSIVE*.

MEMBERS AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS *EXCLUSIVE*, ITS RESPECTIVE EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, OWNERS, PARENTS AND/OR OTHER FAMILY MEMBERS, MANAGERS, AGENTS, SUCCESSORS, ASSIGNS, SUBCONTRACTORS, VENDORS, DEVELOPERS, AFFILIATED COMPANIES, AFFILIATED MANUFACTURERS, ATTORNEYS, INSURERS AND OTHER *MEMBERS*, FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM CLAIMS MADE BY A *MEMBER* RELATED TO THE SALE, DISTRIBUTION, USE OF OR INABILITY TO USE ANY *LISTING* PURCHASED THROUGH *EXCLUSIVE*.

MEMBERS 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 *EXCLUSIVE*, ITS RESPECTIVE EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, OWNERS, PARENTS AND/OR OTHER FAMILY MEMBERS, MANAGERS, AGENTS, SUCCESSORS, ASSIGNS, SUBCONTRACTORS, VENDORS, DEVELOPERS, AFFILIATED COMPANIES, AFFILIATED MANUFACTURERS, ATTORNEYS, INSURERS AND OTHER *MEMBERS*, 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:

- I. YOUR FAILURE OR REFUSAL TO STRICTLY COMPLY WITH THIS *AGREEMENT* AND ANY AND ALL OF *EXCLUSIVE'S* RULES AND POLICIES;
- II. BUYER'S FAILURE OR REFUSAL TO NOTIFY *EXCLUSIVE* OF ANY PROBLEM WITH OR CONDITION OF ANY *LISTING* BEFORE IT IS REMOVED FROM SELLER'S POSSESSION;
- III. YOUR FAILURE OR REFUSAL TO KEEP YOUR ACCOUNT LOGIN INFORMATION CONFIDENTIAL;
- IV. THE TERMINATION OR SUSPENSION OF YOUR ACCOUNT;
- V. YOUR CANCELANATION OF YOUR ACCOUNT;
- VI. *EXCLUSIVE'S* DECISION TO CHARGE YOUR CREDIT CARD TO PAY ANY UNPAID FEES;
- VII. THE POSTPONEMENT, CANCELANATION OR WITHDRAWAL OF ANY *LISTING* AUCTION ON THE *WEBSITE PLATFORMS*;



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- VIII. YOUR FAILURE OR REFUSAL TO KNOW THE TYPE AND AMOUNT OF APPLICABLE FEES AND CHARGES (INCLUDING AUCTION FEES, CONSIGNMENT FEES AND OTHER APPLICABLE FEES AND CHARGES RELATED TO YOUR USE OF THE *MEMBERSHIP SERVICES*);
- IX. YOUR FAILURE OR REFUSAL TO PAY ANY AMOUNT DUE WITHIN THE TIME PERIOD SPECIFIED (INCLUDING ANY *LISTING* PURCHASE PRICE, AUCTION FEES, CONSIGNMENT FEES AND OTHER APPLICABLE FEES AND CHARGES RELATED TO YOUR USE OF THE *MEMBERSHIP SERVICES*);
- X. BUYER'S FAILURE OR REFUSAL TO TAKE DELIVERY OF ANY *LISTING* FROM SELLER'S POSSESSION WITHIN THE TIME PERIOD SPECIFIED;
- XI. SELLER'S FAILURE OR REFUSAL TO DELIVER A *LISTING* PURCHASED BY BUYER TO BUYER'S POSSESSION WITHIN THE TIME PERIOD SPECIFIED;
- XII. SELLER'S REFUSAL TO RELEASE ANY *LISTING* OR *LISTING* TITLE OR OWNERSHIP DOCUMENTS OR OTHERWISE TRANSFER POSSESSION OR OWNERSHIP OF ANY *LISTING* TO BUYER DUE TO ANY UNPAID FEES OR BUYER'S VIOLATION OF THIS *AGREEMENT*;
- XIII. ANY DAMAGE, REMOVAL OR REPLACEMENT OF ITEMS, OR TITLE DISCREPANCY OCCURRING WITH RESPECT TO A PURCHASED *LISTING* AFTER THE BUYER HAS PURCHASED THE *LISTING*, BUT BEFORE BUYER HAS RETRIEVED THE *LISTING*;
- XIV. SELLER'S REFUSAL TO RELEASE OR TRANSFER POSSESSION OR OWNERSHIP OF ANY *LISTING* TO ANYONE OTHER THAN BUYER;
- XV. YOUR FAILURE OR REFUSAL TO TRANSFER OWNERSHIP OR REGISTER ANY *LISTING* IN YOUR NAME (AS APPLICABLE);
- XVI. *EXCLUSIVE'S* REFUSAL TO ISSUE YOU A REFUND FOR ANY REASON;
- XVII. *EXCLUSIVE'S* DECLARATION THAT ANY *LISTING* IS "ABANDONED" DUE TO BUYER'S FAILURE OR REFUSAL TO TAKE DELIVERY OF THE *LISTING* FROM SELLER'S POSSESSION WITHIN THE TIME SPECIFIED;
- XVIII. SELLER'S ELECTION TO RELIST A PURCHASED *LISTING* AFTER BUYER FAILS TO MAKE PAYMENT FOR THE *LISTING* WITHIN THE TIME SPECIFIED;
- XIX. THE SALE OR OTHER DISPOSITION OF ANY ABANDONED *LISTING*;
- XX. ANY DAMAGE TO OR LOSS OF A PURCHASED *LISTING* DUE TO ACTS OF THEFT OR VANDALISM, WEATHER, ACTS OF GOD, OR ANY OTHER REASON THAT OCCURS AFTER THE END OF AN AUCTION OR CONSIGNMENT BUT BEFORE THE *LISTING* IS REMOVED FROM THE SELLER'S POSSESSION;
- XXI. BUYER'S FAILURE OR REFUSAL TO COMPLY WITH THIS *AGREEMENT* OR ANY APPLICABLE LAW OR REGULATION WHEN TAKING DELIVERY OF A *LISTING* FROM SELLER'S POSSESSION;



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- XXII. BUYER'S *LISTING* AFTER IT IS PURCHASED THROUGH THE *WEBSITE PLATFORMS*;
- XXIII. YOUR USE OF ANY SERVICE PROVIDED BY ANY THIRD PARTY (INCLUDING ANY OF *EXCLUSIVE'S* RECOMMENDED SERVICE PROVIDERS); AND
- XXIV. *EXCLUSIVE'S* 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 *EXCLUSIVE* IN CONNECTION WITH *EXCLUSIVE'S* EFFORTS TO OBTAIN A STAY OR DISMISSAL OF ANY CLAIM (AS DEFINED IN SECTION 13.B) PURSUANT TO THE GENERAL RELEASE UNDER THIS SECTION.

f. General Indemnification of *EXCLUSIVE*

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 *EXCLUSIVE* 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 *EXCLUSIVE*, its respective employees, shareholders, officers, directors, owners, parents and/or other family members, managers, agents, successors, assigns, subcontractors, vendors, developers, affiliated companies, affiliated manufacturers, attorneys, insurers and other *MEMBERS* 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: (i) any claim brought by a third-party related to any item listed in Section 8.e, or (ii) your use of the *WEBSITE PLATFORMS* (including any actions taken by a third party using your account), and (iii) your violation of this *AGREEMENT*.

g. Limitation of Damages

MEMBERS AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, *EXCLUSIVE* SHALL NOT UNDER ANY CIRCUMSTANCES HAVE ANY LIABILITY WHATSOEVER TO A *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 PLATFORMS*.

MEMBERS AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, *EXCLUSIVE* SHALL NOT UNDER ANY CIRCUMSTANCES HAVE ANY LIABILITY WHATSOEVER TO A *MEMBER* OR ANY THIRD-PARTY FOR ANY (A) INDIRECT,



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INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, (B) LOSS OF USE, DATA, OPPORTUNITY, GOODWILL, REPUTATION, PROFIT, PRODUCTION, CONTRACT, SAVINGS, REVENUE, OR HARM TO REPUTATION, OR (C) COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES) FOR ANY CLAIM (AS DEFINED IN SECTION 13.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 *EXCLUSIVE* IS FOUND LIABLE IN ANY CLAIM (AS DEFINED IN SECTION 13.B), *EXCLUSIVE'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 *LISTING*, OR ANY OTHER FEES CHARGED BY ANY THIRD-PARTY) PAID BY THE *MEMBER* TO *EXCLUSIVE* RELATED TO THE TRANSACTION OR *LISTING* GIVING RISE TO THE LIABILITY. IF NO SUCH FEES WERE PAID BY THE *MEMBER* TO *EXCLUSIVE*, *EXCLUSIVE'S* TOTAL LIABILITY TO THE *MEMBER* OR ANY THIRD-PARTY FOR ANY CLAIM (AS DEFINED IN SECTION 13.B) SHALL NOT EXCEED \$500.00 USD.

9. FACILITATION SERVICES

- a. Reference the Online Facilitation Services FAQ Page(s) for description of services, pricing, policies, procedures and process. The Online FAQ Page(s) are incorporated herein by reference and are a part of the *AGREEMENT*.
 - i. Facilitation Services:

<https://www.exclusiveautoauctions.com/facilitation-services/>

10. CONSIGNMENT SERVICES

- a. Reference the Online Consignment Services FAQ Page(s) for description of services, pricing, policies, procedures and process. The Online FAQ Page(s) are incorporated herein by reference and are a part of the *AGREEMENT*.
 - i. Consignment Services:

<https://www.exclusiveautoauctions.com/consignment-services/>

11. BROKERAGE SERVICES

- a. Reference the Online Brokerage Services FAQ Page(s) for description of services, pricing, policies, procedures and process. The Online FAQ Page(s) are incorporated herein by reference and are a part of the *AGREEMENT*.
 - i. Brokerage

<https://www.exclusiveautoauctions.com/brokerage-services/>

12. FINANCE SERVICES

- a. Reference the Online Finance Services FAQ Page(s) for description of services, pricing, policies, procedures and process. The Online FAQ Page(s) are incorporated herein by reference and are a part of the *AGREEMENT*.
 - i. Finance Services

<https://www.exclusiveautoauctions.com/finance-services/>



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13. MISCELLANEOUS

a. Governing Law, Jurisdiction

This *AGREEMENT* shall be governed by the laws of the State of Nevada, United States of America, without reference to the principles of conflicts of law. In the event that the *AGREEMENT* to arbitrate under Section 13.b is found not to apply to any particular *MEMBER* or to any particular Claim, *MEMBERS* hereby irrevocably submit to the jurisdiction of the courts of the State of Nevada and the courts of the United States for Nevada.

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 *EXCLUSIVE*, your use of or inability to use the *MEMBERSHIP SERVICES*, or any *LISTING* 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 Nevada law and shall be decided by a panel of arbitrators or an arbitrator located in Nevada.

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 *EXCLUSIVE* both agree that each waives any right to a jury trial under this *AGREEMENT*.

c. Attorney Fees

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 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.

d. 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.

e. 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.