

## Terms of Use

### 1. Acceptance of the Website Terms and Conditions of Use

These website terms and conditions of use for [www.collectorcarcanada.ca](http://www.collectorcarcanada.ca) constitute a legal agreement and are entered into by and between you and COLLECTOR CAR CANADA CORP. ("**Company**," "**we**," "**us**," "**our**"). The following terms and conditions ("**Terms and Conditions**"), govern your access to and use, including any content, functionality, and services offered on or through [www.collectorcarcanada.ca](http://www.collectorcarcanada.ca) (the "**Website**").

This Agreement applies to the extent you use the Digital Services to (a) act as a "Buyer" submitting bids expressing an intent to purchase vehicles or other products and services listed by Sellers on the Digital Services, (b) act as a "Seller" submitting information in connection with the listing of a vehicle or other product or service on a Digital Service by the Company on your behalf or (c) as a visitor, registrant or user in any other capacity permitted by these terms (together with "Buyers" and "Sellers", collectively, "Users"). This Agreement sets forth the legally binding terms governing your access and use of the Digital Services. This Agreement applies to the Company and its affiliates only and does not cover other companies, including third parties that may advertise or sponsor content, products or services on the Digital Services or any third-party platforms (such as social media platforms or app stores) or other channels that you may use to access the Digital Services or any Content (as defined below).

The Digital Services and Content are for general information, discussion and entertainment purposes only. The term "Content" includes, 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 Digital Services. We make no representations or guarantees about any aspect of the Digital Services and Content and do not endorse any opinions expressed by any Users.

THE DIGITAL SERVICES AND ALL CONTENT ARE PUBLISHED "AS IS" AND YOUR USE OR RELIANCE ON THE DIGITAL SERVICES OR ANY CONTENT IS AT YOUR OWN RISK. WE HAVE NO LIABILITY TO YOU FOR THE CONSEQUENCES OF USING OR RELYING ON THE DIGITAL SERVICES OR ANY CONTENT.

**BY USING THE WEBSITE OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

### 2. Our Role

The Digital Services include a platform for vehicle and other item listings and information services. We are not the creator or owner of the items posted on the Digital Services by Sellers for Buyers to bid on. Rather, we provide the Digital Services, which enable Users to access certain features and functionalities, including posting vehicles and other products and services, and bidding on such products and services. Sellers are responsible for ensuring that any of their User Content meets all applicable local, state, provincial, national and other laws, rules and

regulations, and that any goods (including vehicles) and services promoted, offered or otherwise described on the Digital Services are described in listings, and/or delivered as described, in an accurate satisfactory manner. For any payment processing related to Purchases made on the Digital Services, if the Seller or third party responsible for the applicable vehicle or other good or service selects a payment processing method that uses a third party to process the payment, then we do not process that payment transaction.

As part of the Digital Services, the Company may assist Sellers in the creation of their listings (including the content of such listing) but it remains each Seller's responsibility to make sure that its listings are accurate.

THE COMPANY IS NOT AN AUTOMOBILE BROKER, DEALER OR TRADITIONAL AUCTIONEER AND WE DO NOT SELL, EXCHANGE, BUY, OR OFFER FOR SALE, NEGOTIATE OR ATTEMPT TO NEGOTIATE, A SALE OR EXCHANGE OF AN INTEREST IN ANY VEHICLE LISTED ON THE DIGITAL SERVICES. THE COMPANY HAS NEVER: (1) HELD TITLE FOR ANY VEHICLE LISTED ON THE DIGITAL SERVICES, (2) INSPECTED ANY VEHICLE LISTED ON THE DIGITAL SERVICES OR (3) HAD ANY VEHICLES LISTED ON THE DIGITAL SERVICES IN ITS LEGAL POSSESSION.

### **3. Privacy Notice**

In connection with your access to or use of the Digital Services, we may obtain information from you directly or about you through the Digital Services. We will use your information in accordance with our Privacy Notice, which describes our privacy practices as well as choices you may have with respect to the collection and processing of some of your information. Please take a moment to review our Privacy Notice. The Privacy Notice is incorporated into this Agreement and forms part of the Agreement.

### **4. Accuracy of Your Information & Communication Methods**

The information you submit to us through the Digital Services, including as part of your account creation, registration or membership, or for any listings, must be truthful, accurate and current. You are responsible for maintaining the accuracy of such information. If we believe that your information is not truthful, accurate or current, we have the right to terminate, suspend or refuse you access to the Digital Services.

We may send you information relating to your use of the Digital Services (e.g., payment authorizations, invoices, changes in password or payment method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration, if applicable. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

### **5. Age Eligibility and Legal Capacity**

The Digital Services are not intended for access or use by children, or any individual under age 18. If you are under the age of 18, you may not access or use the Digital Services or provide information to us.

By accessing or using the Digital Services, you represent that you have legal capacity to enter into this Agreement and to fulfill your obligations set out in this Agreement. If you are legally a minor you are prohibited from using this site.

## **6. Your Account; Username, Password and Other Credentials**

(a) You may set up an account to access or use the Digital Services. You are responsible for maintaining the confidentiality of your username, password and other credentials (your “Credentials”) that you may be asked to create to access the Digital Services or certain features or portions thereof. We are not responsible for any misuse of your Credentials by any third party, whether authorized by you or not. You agree to immediately notify the Company of any actual or suspected unauthorized use of your Credentials or any other breach of security. We are not responsible or liable for any loss or damage resulting from unauthorized use of your Credentials or for your failure to follow the requirements set out in this Agreement.

(b) the Company may in its sole discretion maintain different types of accounts for different types of Users. If you open an account to use or Access the Digital Services on behalf of a company, organization or other entity, then (i) “you” includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to the Agreement and that you agree to the Agreement on the entity’s behalf.

## **7. Intellectual and Other Proprietary Rights**

The rights granted to you in this Agreement are subject to the following restrictions:

The Digital Services include Content that is derived in whole or in part from content or materials supplied and owned by the Company, the Company’s licensors or third parties. As between the Company and you, the Company owns all right, 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 Digital Services and Content except, if applicable, with respect to your User Content (as defined below).

You acknowledge the Company’s valid intellectual and proprietary property rights in the Digital Services and Content and that your use of the Digital Services is limited to accessing, viewing and downloading of the Digital Services and Content, as authorized by the Company. Nothing in this Agreement shall be deemed to convey to you any right, title or interest into such intellectual and proprietary property rights or to the Digital Services or Content, or to any portion thereof, except for the limited rights expressly granted herein.

You may not either directly or through the use of any computer, tablet, phone or other device (each a “Device”) or other means (including the use of a browser, software, program or code), remove, alter, interfere with or circumvent (i) any copyright, trademark, or other proprietary notices marked on the Digital Services or Content, or (ii) any digital rights management

mechanism, device, or other content protection or access control measure associated with the Digital Services or Content. You may not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Digital Services (including any code used in any software) or Content.

You may not either directly or through the use of a Device or other means copy, download, stream, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Digital Services or Content unless expressly permitted by the Company in writing. You may not incorporate the Digital Services or Content into, or stream or retransmit the Digital Services or Content via, any hardware or software application or make the Digital Services or any Content available via frames or in-line links, and you may not otherwise surround or obfuscate the Digital Services or Content with any third-party content, materials or branding. You may also not use any software robots, spider, crawlers, or other data gathering or extraction tools, whether automated or manual, to access, acquire, copy, monitor, scrape or aggregate the Digital Services, Content or any portion thereof. You may not knowingly or intentionally take any action that may impose an unreasonable burden or load on the Digital Services or its servers and infrastructures.

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 Digital Services (including any code used in any software) or Content, whether or not for profit.

To the extent we make the Digital Services or Content available to you via a widget, embedded player or other technology that allows you to embed or stream Content on or to another online service, you may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of such technology, any digital rights management mechanism, device, or other content protection or access control measure associated with Content.

You are prohibited from disabling, modifying, interfering with or otherwise circumventing any technology to view the Digital Services or Content without: (i) displaying visibly both Content and all surrounding elements and (ii) having full access to all functionality permitting viewing of Content, including, without limitation, all video quality and display functionality, and interactive or click-through functionality.

Any future release, update, or other addition to functionality of the Digital Services or Content shall be subject to this Agreement. All copyright and other proprietary notices on any Digital Services content or materials must be retained on all copies thereof. Modification or use of the Digital Services (including any content or materials published thereon) for any purpose not permitted by this Agreement is prohibited and may be a violation of the copyrights and/or trademarks protected by law and this Agreement.

If you provide the Company any feedback or suggestions for improving or regarding your use of the Digital Services (“Feedback”), you hereby assign to the Company all rights in the Feedback and agree that the Company shall have the right to use such Feedback and related information in any manner it deems appropriate. The Company will treat any Feedback you provide to the

Company as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

## **8. User Content**

“User Content” means any and all information and content that a User submits to, or uses with, the Digital Services (e.g., photos, audio, video, messages, text, files, or other content you provide us, including any listings that appear on the Digital Services (regardless of any role that the Company has in the listing), except any Feedback. You are solely responsible for your User Content. User Content may include unsolicited or invited submissions. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by the Company. Because you alone are responsible for your User Content (including backing up your data), you may expose yourself to liability. Under no circumstance will the Company be liable for any inaccuracy or defect in any User Content.

You hereby grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, for any lawful purpose. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Users of the Digital Services are solely between you and such User. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any User of the Digital Services, we are under no obligation to become involved. We are not a party to any vehicle sale contract between any Buyer and Seller that originates on or through the Digital Services and you are solely responsible for any of your interactions with other Users (including transacting for a Purchase involving a vehicle). Additionally, you acknowledge that other Users may post comments about your User Content which may be derogatory, and the Company has no obligation to monitor or delete any such User Content. The Company may remove or modify any User Content without notice or liability at any time in the Company’s sole discretion. We reserve the right, but have no obligation, to monitor disputes between you and other Users. The Company shall have no liability for your interactions with other Users, or for any User’s action or inaction.

## **9. User Submissions**

### **a. Unsolicited Submissions**

You agree that we may use information/User Content you provide us through emails, Q&A, blogs, forums, polls, or through any other User generated submission, and may use your name and any stories you provide us in articles or other features published on the Digital Services or in our publications, advertising or sponsored content. If you provide us with personal anecdotes, they may be attributed to you. The Company can edit, rewrite, use, and reuse the User Content, including your name, likeness, photograph, and biographical information you provide, with or without attribution, including publication in the Digital Services or our publications, advertising or sponsored content.

#### **b. Invited Submissions**

From time to time, the Digital Services may expressly request submissions of concepts, stories, or other potential content from you (“Invited Submissions”). Please carefully read any specific rules or other terms and conditions that appear in connection with such Invited Submissions as such terms and conditions will govern the submissions and may affect your legal rights. If no such additional terms govern those submissions, then this Agreement will apply in full to any Invited Submissions you make. IN ANY EVENT, ANY MATERIAL YOU SEND TO US WILL NOT BE TREATED AS CONFIDENTIAL. Regardless of any industry custom or practice, we will not pay you for the use of any content that you submit to through the Digital Services.

### **10. Enforcement**

If we become aware of a User’s violation of this Agreement, including the rights of any other User or third party, we may take certain remedial steps, including refusing access to the Digital Services to any person or entity and change eligibility requirements at any time.

If we become aware that any of our Users has repeatedly infringed the proprietary rights of any third party, we may take steps to terminate that User’s access to the Digital Services. We reserve the right (but have no obligation) to review information we obtain from or about you and your use of the Digital Services, to investigate, and/or to take appropriate action against you in our sole discretion. Such acts may include removing or modifying your User Content, terminating your access to the Digital Services (including any User account, registration or membership), legal action and/or reporting you to law enforcement authorities. If the Company elects to modify User Content, the Company nonetheless assumes no responsibility for the User Content.

The Company reserves the right to investigate suspected violations of this Agreement, including without limitation, any violation arising from any information obtained about you (including unsolicited or invited submissions), postings or emails you make on or send through the Digital Services. The Company may seek to gather information from the User who is suspected of violating this Agreement and from any other User. The Company may suspend any Users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If the Company believes, in its sole discretion, that a violation of this Agreement has occurred, it may edit or modify any submission, posting or emails, remove the material permanently, cancel postings, warn Users, suspend Users and passwords, terminate accounts, or take other corrective action it deems appropriate. The

Company may cooperate with law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting any emails or publishing or otherwise making available any materials that are believed to violate this Agreement.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS THE COMPANY (AND ITS AFFILIATES, SERVICE PROVIDERS, PARTNERS AND ITS AND THEIR RESPECTIVE CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY (AND ITS AFFILIATES, SERVICE PROVIDERS, PARTNERS AND ITS AND THEIR RESPECTIVE CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS) DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

## **11. Your Conduct and Responsible Use of the Digital Services**

Please act responsibly when using the Digital Services. The following rules are a condition of your access to or use of the Digital Services and Content:

### **(a) No Criminal or Unlawful Conduct.**

You may only use the Digital Services and Content (including any information contained therein) for lawful purposes, in accordance with this Agreement, applicable laws and regulations, and obligations or restrictions imposed by any third party. You may not encourage conduct that would constitute a criminal offense or give rise to civil liability.

### **(b) Your Materials Must be Lawful and Appropriate.**

You may not store, upload, post, transmit or otherwise distribute or facilitate the distribution of any unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane, indecent, invasive of another person's privacy or otherwise inappropriate User Content or other material or information of any kind, including, without limitation, any images or other material of a sexual nature, harmful to minors in any way, or that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability. You recognize that storing, distributing or transmitting unlawful User Content, material or information could expose you to criminal and/or civil liability.

### **(c) Content Posted by You Must be Yours.**

You may not store, upload, post, transmit or otherwise distribute or facilitate the distribution of User Content, material or information that is fraudulent or infringes the rights of any third party, including without limitation, patent, trademark, copyright, right of publicity or other proprietary rights. You agree that if a third-party claim that User Content, material or information you have

posted on or contributed to the Digital Services is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all User Content, material or information publicly posted or privately transmitted on or through the Digital Services are the sole responsibility of the sender, not the Company, and that you are responsible for all User Content, material or information you upload, publicly post or otherwise transmit to or through the Digital Services. If we become aware that any of our Users has infringed the proprietary rights of any third party, we may take steps to terminate that User's access to our Digital Services. If any third party provides you compensation or other value for your User Content, you are responsible for making any appropriate or required disclosures regarding such compensation or other value.

(d) No Collection of Personal Information from Others.

You may not, through manual or automated means, collect, harvest, gather, assemble or store personal information about other Users of the Digital Services (including their email addresses or other contact information) without their explicit consent. You may not use any such information to transmit or facilitate transmission of unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation. You agree not to send, create, or reply to so called mailbombs (i.e., emailing copies of a single message to many Users, or sending large or multiple files or messages to a single User with malicious intent) or engage in spamming (i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of the Digital Services by any other User or third party, including placing malware on the Digital Services.

(e) No Bullying, Impersonation or Interference.

You may not use the Digital Services to threaten, abuse, harass, or invade the privacy of any other User or third party. You may not impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with the Company or with any other person or entity. You may not restrict, inhibit or interfere with any other User or third party from using or enjoying the Digital Services.

(f) No System Abuse.

You may not upload, post or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of the Digital Services, any other online services, or to obtain unauthorized access to the Digital Services or Content or any data or other information of any third party. You may not interfere with, disrupt, or create an undue burden on servers or networks connected to the Digital Services.

(g) No Violations of Security Systems.

You are prohibited from using the Digital Services to compromise the security or tamper with, or gain unauthorized access to, the Digital Services, Content, online accounts or any other computer systems, resources or networks. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, malware, or network probing tools) is

strictly prohibited. If you become involved in any violation of systems security, the Company reserves the right to release your details to relevant third parties, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

(h) No Transmission of Fraudulent Funds.

In the course of sending payments, whether to us or to Sellers, you shall not transmit what we believe to be potentially fraudulent funds.

(i) No Violation of Payment Card Rules.

You shall not use your user account or the Digital Services in a manner that we, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules.

(j) Cooperation.

You must not refuse to cooperate in any investigation or refuse to provide confirmation of your identity or any information you provide to use.

(k) No Circumvention.

You may not circumvent any the Company determinations about your user account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional user account(s) when an account has been restricted, suspended or otherwise limited; opening new or additional user accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's user account.

(l) Termination, Refusal or Limit Service.

We may require, at any time, proof that you are following these rules. We reserve the right to take, or refrain from taking, any and all steps available to us, once we become aware of any violation of this Agreement, including the following:

- Terminate this Agreement, limit your user account, and/or close or suspend your user account, immediately and without penalty to us;
- Refuse to provide the Digital Services to you in the future;
- Limit your access to your user account or any of Digital Services, including limiting your ability to pay with any of the payment methods linked to your User account;
- Update inaccurate information you provided us; or
- Take legal action against you.

If you've violated this Agreement, then you're also responsible for damages to the Company caused by your violation of this Agreement.

If we close your user account or terminate your use of Digital Services for any reason, we'll provide you with notice of our actions.

You are responsible for all claims, fees, fines, penalties and other liability incurred by the Company, any user account holder, or a third party caused by or arising out of your breach of this Agreement, and/or your use of Digital Services.

## **12. Availability of and Modification to the Digital Services and Content**

We do not guarantee that any or all of the Digital Services or any Content will be made available through the Digital Services. We may change, modify, edit, suspend, discontinue or otherwise manipulate the Digital Services, Content or any part, feature or service of the Digital Services at any time with or without notice to you. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Digital Services, Content or any part thereof.

## **13. Fees, Purchases and Referrals**

### **(a) Payment of Fees.**

You agree to pay any applicable fees (including any initial deposit made as a Buyer in connection with a bid, certain Buyer's fees and Seller listing fees set forth on our website in connection with bids or for any purchases you make of any products, features and/or services ("Purchases") listed on the Digital Services, including, without limitation, any applicable sales, uses or similar taxes or charges. Certain products, fee-based services or features that you purchase, access or download via the Digital Services may be subject to additional terms and conditions presented to you at the time of purchase, access or download.

All payments made by you to the Company shall be facilitated through Stripe, Inc., the Company's third party payment processing service. Stripe's terms of service can be found at <https://stripe.com/us/terms>. All information that you provide in connection with a Purchase (including any initial deposit made as a Buyer in connection with a bid, certain Buyer's fees and Seller listing fees) must be accurate, complete, and current. You agree to pay all charges incurred by any users of your credit card, debit card, or other payment method used in connection with a Purchase on the Digital Services at the prices in effect when such charges are incurred. You also agree to pay any applicable taxes, if any, relating to any Purchase.

For any Purchases you make directly from a Seller on or through the Digital Services that involve payment processing, if such Seller selects a payment processing method that uses a third party to process the payment, then we do not process the transaction.

Prices listed for vehicles or any other products or services listed by Sellers on the Digital Services are set by the Sellers and the Company is not responsible setting or negotiating any prices or related fees. Listed prices set by the Sellers on the Digital Services may exclude government fees and taxes, registration and titling fees, regulatory and electronic processing charges, inspection charges, emission testing charges, and any other fees required by law. A Seller may add any or all of the foregoing or any other taxes and fees to the listed price when calculating the final sale price to charge a Buyer.

All amounts listed on the Digital Services are in Canadian dollars.

(b) No Refunds.

All Purchases made from a Seller using the Digital Service are between the applicable Buyer and Seller; for that reason, in the event you seek a refund related to a Purchase or have any questions, you must directly contact the applicable Seller.

(c) Bidding and Auction.

(i) Reserve and Publication

In order to use the Digital Services to list a vehicle or other product, a Seller is required to indicate whether there is a minimum price at which the Seller is willing to consider a sale to a Buyer (the “Reserve”) or whether no such minimum bid is required (“No Reserve”). A Seller may reduce or waive a Reserve during the auction by notifying the Company of such change via email or, if available, the Company’s web-based notification tools made available to Seller. We will only approve a listing for publication on the Digital Services once a Seller has either selected a Reserve or selected “No Reserve” for the applicable listing.

(ii) Seller Acknowledgment

If you or any other User submits a vehicle or other product or service to sell on the Digital Services, and we accept such vehicle, product or service, then you, or such other User, are considered a “Seller” on the Digital Services. You are responsible in all respects for the User Content and any other information related to any vehicle, product or service you decide to sell. You are also fully responsible in all respects for consummating the transaction with the applicable Buyer in accordance with the Agreement. The Company is not a party to any purchase and sale agreement entered into between Buyer and Seller.

IN THE EVENT A USER ACCESSES OR USES THE DIGITAL SERVICES TO SELL A VEHICLE OR OTHER PRODUCT OR SERVICE AS A “SELLER,” ANY SUCH USER HEREBY ACKNOWLEDGES AND AGREES THAT FOLLOWING PUBLICATION AND FOR THE PERIOD THAT SUCH SELLER’S LISTING IS MADE AVAILABLE ON OR THROUGH THE DIGITAL SERVICES, SUCH SELLER MAY NOT LIST, POST OR OTHERWISE MAKE AVAILABLE THE APPLICABLE VEHICLE OR OTHER PRODUCT OR SERVICE ON ANY OTHER AUCTION, DEALERSHIP, OR LISTING SERVICE. FURTHERMORE, EACH SELLER HEREBY ACKNOWLEDGES AND AGREES THAT AT ANY TIME FOLLOWING PUBLICATION, SELLER’S LISTING MAY BE REMOVED BY THE COMPANY (IN OUR SOLE DISCRETION).

(iii) Buyer Acknowledgment

Each Buyer acknowledges and agrees that (i) the Buyer fees associated with each bid submitted via the Digital Services are binding and thus due and payable to the Company in accordance with the Agreement, and (ii) Buyer is responsible for all applicable government fees and taxes for applicable vehicles listed via the Digital Services. If you decide to bid on a vehicle that has been listed by a Seller on the Digital Services, you acknowledge and agree that your bid constitutes the first non-binding step in expressing your interest to a Seller in the listed vehicle and does not

in and of itself create a formal contract between you as the Buyer and such Seller. It is the responsibility of a Buyer and Seller, respectively, to negotiate the terms of a binding transaction and enter into a formal contract. This contracting is outside of the scope of this Agreement and the Digital Services, neither of which binds the parties to each other. Buyer's responsibility for any shipping or delivery fees shall be set forth in the formal agreement between the applicable Seller and Buyer.

We do not inspect any vehicles or any other goods that a Seller lists on the Digital Services. You acknowledge and agree that the Company bears no risk associated with purchasing a vehicle from a Seller listed via the Digital Services.

In certain circumstances, following the close of an auction, if no bid has met the Seller's Reserve, the Company may (in its sole discretion) offer to pay Seller a separate amount to make up the difference between the Reserve and the highest bid (the "Make Whole Amount"); provided, that if the Company provides such Make Whole Amount to Seller in connection with the foregoing, Seller hereby agrees to return to the Company the Make Whole Amount if following such payment, such Seller's vehicle is not sold to such highest bidder within 30 days. SELLER ACKNOWLEDGES AND AGREES THAT THE OFFERING OR PROVISION OF SUCH MAKE WHOLE AMOUNT BY THE COMPANY TO SELLER IS AN INDEPENDENT TRANSACTION AND DOES NOT IN ANY WAY MAKE THE COMPANY A PARTY TO SALE OF THE SELLER'S APPLICABLE VEHICLE OR OTHER TRANSACTION BETWEEN THE SELLER AND THE BUYER.

#### **14. Release**

If you have a dispute with one or more Users of the Digital Services (including merchants) or any other third parties, you release the Company (and its affiliates, service providers, partners, and its and their respective co-branders, licensors, payment processing partners, other partners and officers, directors, employees, contractors, and agents) from claims, demands, liabilities, costs, or expenses and damages (actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes). In entering into this release, you expressly waive any protections (whether statutory or otherwise) to the extent permitted by applicable law that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

#### **15. Indemnity**

You agree to indemnify and hold the Company (and its affiliates, service providers, partners, and its and their respective co-branders, licensors, payment processing partners, other partners and officers, directors, employees, contractors, and agents) harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expenses (including, without limitation, costs and reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any User or third party (each, a "Claim") due to or arising out of (a) your use of the Digital Services or Content, (b) information you provide or we obtain

about you and your use of the Digital Services, (c) your violation of this Agreement; (d) your violation of applicable laws or regulations or (e) the actions or inactions of any third party to whom you grant permission to use your user account to access the Digital Services (including the sharing of your Credentials). The Company reserves the right, at your expense, to assume the exclusive defense and control of any Claim for which you are required to indemnify us, and you agree to cooperate with our defense of these Claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **16. Disclaimers**

THE DIGITAL SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND WE (AND OUR SERVICE PROVIDERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SERVICE PROVIDERS) MAKE NO WARRANTY THAT THE DIGITAL SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE DIGITAL SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. THE COMPANY CANNOT ENSURE THAT A BUYER OR SELLER YOU ARE DEALING WITH WILL ACTUALLY COMPLETE THE TRANSACTION OR HAS AUTHORIZATION TO DO SO.

AS PART OF THE DIGITAL SERVICES, THE COMPANY MAY ASSIST SELLERS IN THE CREATION OF THEIR LISTINGS (INCLUDING THE CONTENT OF SUCH LISTING) BUT IT REMAINS EACH SELLER’S RESPONSIBILITY TO MAKE SURE THAT ITS LISTINGS ARE ACCURATE. WHILE WE TRY TO MAKE SURE THAT ALL INFORMATION (INCLUDING PRICES) ABOUT A VEHICLE OR ANY OTHER PRODUCT OR SERVICE MADE AVAILABLE ON OR THROUGH THE DIGITAL SERVICES BY A SELLER ARE COMMUNICATED ACCURATELY, WE ARE NOT RESPONSIBLE FOR ERRORS (INCLUDING TYPOGRAPHICAL) THAT MAY APPEAR ON THE DIGITAL SERVICES (INCLUDING IN ANY LISTINGS). IF THERE IS INCORRECT OR MISLEADING INFORMATION GIVEN ABOUT THE PRICE, AVAILABILITY, DESCRIPTION OR CONDITION OF A PRODUCT OR SERVICE (INCLUDING, WITH RESPECT TO VEHICLES POSTED, THE MILEAGE) DUE TO AN ERROR (INCLUDING TYPOGRAPHICAL), THE COMPANY IS NOT RESPONSIBLE FOR SUCH ERROR OR ITS CORRECTION BUT WILL ATTEMPT TO CORRECT SUCH ERROR PROMPTLY. WE

RESERVE THE RIGHT TO REFUSE OR CANCEL ANY LISTINGS FOR VEHICLES OR OTHER PRODUCTS AND SERVICES LISTED WITH INCORRECT OR MISLEADING INFORMATION.

DUE TO THE INHERENT NATURE OF THE INTERNET, WE CANNOT GUARANTEE THAT INFORMATION, DURING TRANSMISSION THROUGH THE INTERNET OR WHILE STORED ON OUR SYSTEMS OR OTHERWISE IN OUR CARE, WILL BE ABSOLUTELY SAFE FROM INTRUSION BY OTHERS. THE COMPANY ASSUMES NO LIABILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, HARDWARE OR NETWORK FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER CONTENT. YOU UNDERSTAND THAT IF YOU DOWNLOAD ANY MATERIAL, YOU DO SO AT YOUR SOLE RISK. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE DIGITAL SERVICES OR ANY ONLINE SERVICES LINKED TO THE DIGITAL SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE DIGITAL SERVICES, ANY CONTENT POSTED ON OR THROUGH THE DIGITAL SERVICES, OR CONDUCT OF ANY USERS OF THE DIGITAL SERVICES, WHETHER ONLINE OR OFFLINE. YOU USE THE DIGITAL SERVICES AT YOUR OWN RISK. SOME AREAS OF OUR DIGITAL SERVICES OFFER ADVICE FROM A VARIETY OF PROVIDERS, WHO MAY BE AFFILIATED WITH THE COMPANY OR MEMBERS OF THE USER COMMUNITY; SUCH ADVICE IS FOR ENTERTAINMENT ONLY AND NOT AS TREATMENT OR REMEDY FOR AN INDIVIDUAL CIRCUMSTANCE. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE DIGITAL SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### **17. Limitation of Liability**

IN NO EVENT SHALL WE (AND OUR AFFILIATES, SERVICE PROVIDERS, PARTNERS, AND OUR AND THEIR RESPECTIVE CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS) OR OUR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER CONTRACT, IN TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) LOST PROFIT, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR

INABILITY TO USE, THE DIGITAL SERVICES INCLUDING FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY IS NOT LIABLE, AND YOU AGREE NOT TO HOLD THE COMPANY RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (1) YOUR USE OF, OR YOUR INABILITY TO USE OR ACCESS THE DIGITAL SERVICES; (2) DELAYS OR DISRUPTIONS IN THE USE OR ACCESS TO THE DIGITAL SERVICES; (3) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OR USING THE DIGITAL SERVICES; (4) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE DIGITAL SERVICES; (5) ACTIONS, OR INACTIONS OF OTHER USERS; (6) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR USER ACCOUNT; OR (7) YOUR NEED TO MODIFY THE INFORMATION YOU PROVIDE OR YOUR BEHAVIOR AS A RESULT OF CHANGES TO THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THE DIGITAL SERVICES OR THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID THE COMPANY IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT NEITHER OUR AFFILIATES, SERVICE PROVIDERS OR PARTNERS NOR THEIR RESPECTIVE CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS WILL HAVE ANY LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO IN THOSE STATES OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

### **18. Third Party Services and Ads**

The Digital Services might contain links to third-party websites, apps or other services (e.g., social media platforms), and advertisements for third parties (collectively, "Third-Party Services & Ads"). Such Third-Party Services and Ads are not under the control of the Company and the Company is not responsible for any Third-Party Services and Ads. The Company provides these Third-Party Services and Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services and Ads. When you use Third-Party Services and Ads, you do so at your own risk. When you link to

Third-Party Services and Ads, the applicable third party's terms and policies apply, including the third party's privacy policies.

### **19. Third Party Affiliate Marketing**

We participate in affiliate marketing and may allow third-party affiliate links to be encoded on some of our Digital Services. This means that we may earn a commission when you click on or make purchases via third-party affiliate links.

### **20. Local Regulations**

The Company makes no representation that the Digital Services or Content are appropriate or available for use outside Canada, its territories, possessions, and protectorates. If you choose to access the Digital Services or Content from other locations, you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from Canada or the country you reside in.

### **21. Term and Termination**

These Terms of Use apply to you as soon as you access the Digital Services by any means and continue in effect until they are validly terminated. As described below, some terms remain applicable even after termination.

The Company may, in its sole discretion, terminate your Credentials (including your password, account (or any part thereof)) or use of the Digital Services, or remove and discard any User Content or information stored, sent, or received via the Digital Services without prior notice and for any reason or no reason, including, but not limited to: (i) permitting another person or entity to use your identification to access the Digital Services (including through the sharing of your Credentials), (ii) any unauthorized access or use of the Digital Services (including through the use of your Credentials), (iii) any violation of this Agreement, or (iv) tampering with or alteration of any of the software, data files, and/or Content contained in or accessed through, the Digital Services. You may terminate your user account for any reason or no reason. Termination, suspension, or cancellation of this Agreement or your access rights to the Digital Services shall not affect any right or relief to which the Company may be entitled, at law or in equity. Upon such termination, suspension, or cancellation, all rights granted to you will automatically terminate and immediately revert to the Company and its licensors and all rights granted by you to the Company shall survive in perpetuity.

Notwithstanding any termination, suspension, or cancellation of this Agreement or your access rights to the Digital Services, the following provisions of this Agreement will survive: Sections 2 – 30.

## **22. Entire Agreement**

This Agreement (including the Privacy Notice and any additional guidelines, terms, procedures or rules that may apply to a specific feature of the Digital Services) constitutes the entire agreement between you and us regarding the use of the Digital Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

## **23. Changes to this Agreement**

We may revise, prospectively, this Agreement by posting an updated version on the Digital Services or by providing you with notice (by email or other notification through the Digital Services). You consent and agree to receive notices of updates to this Agreement through our posting of an updated Agreement on the Digital Services. You should visit this page or section regularly to review the current version of the Agreement. Your continued use of the Digital Services will be deemed as irrevocable acceptance of any revisions.

## **24. Dispute Resolution (Arbitration Clause and Class Action Waiver)**

Except for either party's claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret, any and all disputes between you and the Company arising under or related in any way to this Agreement, must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of any of the Digital Services.

YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with Canadian Arbitration Association before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the

Parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by Canadian Arbitration Association. The mediation will be held at City of Toronto. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within thirty days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below.

Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator. The arbitration shall be held in City of Toronto. The arbitration shall proceed in accordance with the provisions of the Arbitration Act of Ontario. The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator shall be divided equally between the parties.

## **25. No Waiver**

No failure or delay by the Company in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

## **26. Governing Law**

This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the Province of Ontario without giving effect to any law that would result in the application of the law of another jurisdiction.

## **27. Copyright Reporting and Contact**

All notices of copyright infringement claims should be sent to [EMAIL ADDRESS].

Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Company at [admin@collectorcarcanada.ca](mailto:admin@collectorcarcanada.ca) [EMAIL ADDRESS].

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [admin@collectorcarcanada.ca](mailto:admin@collectorcarcanada.ca) [EMAIL ADDRESS].

## **28. Contact Us.**

If you have any questions about this Agreement, you may contact us by email at [admin@collectorcarcanada.ca](mailto:admin@collectorcarcanada.ca)