

# REINVENTAUCTIONS TERMS OF SERVICES

VERSION: 11.15.2021

These Terms of Services (“**Terms of Services**”) govern the use of the Services (as defined in **Section 1**) provided by ReinventAuctions, Inc. (“**ReinventAuctions**”) between your dealership (“**Dealer**”) and ReinventAuctions. The term Terms of Services as used herein includes collectively these Terms of Services and the ReinventAuctions Dealer Agreement (“**Dealer Agreement**”), which is a binding contract and legal agreement between Dealer and ReinventAuctions that incorporates these Terms of Services. The term Dealer shall include its Authorized Users (as defined in **Section 5.3**) appointed by the Dealer. A Dealer may be either the party buying a Vehicle (as defined in **Section 1**) (“**Buyer(s)**”) or selling a Vehicle (“**Seller(s)**”).

**1. The Services.** ReinventAuctions provides: (a) a real-time business-to-business live bidding and online wholesale auction service and related mobile and desktop applications and services for Buyers and Sellers to list, sell, bid on, buy and transact upon (i) automotive vehicles through the trading platform website located at <https://dealer.reinventauto.com> (“**ReinventAuto**”); (ii) motorcycles, scooters, e-bikes, all- terrain vehicles, utility-terrain vehicles, off-road vehicles, off-highway vehicles, low-speed vehicles, golf carts, snowmobiles, and personal watercraft vehicles through the trading platform website located at <https://dealer.reinventpowersports.com> (“**ReinventPowersports**”); (iii) recreational vehicles through the trading platform website located at <https://dealer.reinventrv.com> (“**ReinventRV**”); (iv) marine vehicles, boats, watercraft, and outboard motors through the trading platform website located at <https://dealer.reinventmarine.com> (“**ReinventMarine**”); (b) the websites located at <https://reinventauctions.com>, <https://reinventauto.com>, <https://reinventpowersports.com>, <https://reinventrv.com>, <https://reinventmarine.com>; (c) all information, text, logos, icons, features, functions, integrations, interfaces, images, pictures, photographs, graphics, sounds, videos or other materials contained in subsection (a) or (b) above; (d) such ancillary services that ReinventAuctions performs in providing a frictionless wholesale transactions; and (e) any additional service offerings, additions, modifications, enhancements or updates provided by ReinventAuctions (collectively, subsections (a) through (e) are the “**Services**”). Each type of vehicle listed in the previous sentence shall be collectively referred to and defined herein as “**Vehicle(s)**.” ReinventAuctions is neither the Buyer nor the Seller of any Vehicle listed for sale and does not take title to any Vehicle listed for sale through the Services.

**2. Terms of Services Updates.** ReinventAuctions may, from time to time, in its sole and absolute discretion, relocate, update and modify: (a) the Terms of Services for the Services, currently posted at <https://dealer.reinventauctions.com/terms-of-services>; and (b) the privacy policy for ReinventAuctions which is hereby incorporated into Terms of Services, and is currently posted at <https://reinventauctions.com/privacy-policy> (“**Privacy Policy**”). The Terms of Services

and the Privacy Policy will indicate the date posted, and the use of the Services by Dealer after such posting will bind Dealer thereto. Dealer may be prompted to accept the Terms of Services and Privacy Policy upon its initial use and each time either the Terms of Services or the Privacy Policy are updated. Dealer shall review the Services for updates and modifications to the Terms of Services and Privacy Policy on a regular and periodic basis. In the event there is any conflict or inconsistency between the current or any future Terms of Services or Privacy Policy, the most recently posted version shall prevail, supersede, and govern over any previous versions.

**3. Limited Grant of License to Dealer to Use the Services.** During the Term, ReinventAuctions grants to Dealer a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Services by the Dealer and its Authorized Users, strictly subject to the Terms of Services. No license or other rights which are not expressly granted in the Terms of Services are intended to or will be granted or conferred to Dealer, Authorized Users, or to any third party, by implication, statute, inducement, estoppel or otherwise. Dealer shall not, nor shall it allow any of its Authorized Users to, or attempt to: (a) license, sublicense, sell, resell, rent, lease, post, transmit, transfer, assign, distribute, time share, infringe upon, commercially exploit, reproduce, republish, or otherwise make the Services, the Intellectual Property (as defined in **Section 4**) or any Data (as defined in **Section 9**) available to any third party, other than to Dealer's Authorized Users or as otherwise contemplated by the Terms of Services; (b) modify, copy, cache, harvest, crawl, index, scrape, sniff, spider, mine, gather, extract, compile, obtain, aggregate, capture, store, create any derivative works based upon, reverse engineer, decompile, disassemble, misappropriate, access in order to build any competitive or commercially available product or service, or otherwise derive the source code, object code or any other intellectual property constituting or relating to the Intellectual Property, the Services, the Intellectual Property or any Data; (c) send or store infringing, obscene, pornographic, lewd, lascivious, violent, threatening, libelous or otherwise unlawful or tortious material, including material that violates third-party privacy rights using the Services, the Intellectual Property, or any Data; (d) send or store malicious or harmful code and/or software, including viruses, worms, trojans, key loggers, spyware, ransomware, timebomb, software that bypasses normal authentication mechanisms, exploits or attacks software security, or any software or data designed to disable, modify or damage ReinventAuctions, the Services, the Intellectual Property or any Data; (e) transmit, send or store deceptive, forged, junk, unsolicited or spam messages, emails, text messages, short message services ("SMS"), multi-media message services ("MMS"), through the ReinventAuctions Services, the Intellectual Property or any Data; (f) interfere with or disrupt the integrity or performance of ReinventAuctions, the Services, the Intellectual Property, or any Data; (g) gain unauthorized access to ReinventAuctions, the Services, the Intellectual Property or any Data; (h) use ReinventAuctions, the Services, the Intellectual Property or any Data in violation of any applicable laws or regulation; (i) use ReinventAuctions, the Services, the Intellectual Property or any Data, in violation of the Terms of Services; or (j) use ReinventAuctions, the Services, the Intellectual Property or any Data, except for the express purpose and intent of the Terms of Services. The use of the Services by Dealer is conditioned upon Dealer's: (i) acceptance of the

Terms of Services; (ii) compliance with all reasonable industry standards, precautions, procedures and notices adopted by ReinventAuctions; (iii) compliance with all federal, state and local applicable laws, regulations and rules; and (iv) all conditions of Dealer's eligibility requirements as provided in **Section 5.2** and as otherwise provided in the Terms of Services.

**4. The Services and Intellectual Property is Owned Exclusively by ReinventAuctions.**

ReinventAuctions retains the sole and exclusive ownership, rights, title and interests of the Services and Intellectual Property. The term "**Intellectual Property**" includes all ownership, rights, title, and interest of ReinventAuctions to any proprietary information and all forms of intellectual property rights and protections arising under any Federal, state, foreign or common law, or administrative regulations, whether registered or unregistered, that may be obtained for, or may pertain to or are used by, ReinventAuctions and the Services, and including, but not limited to: (a) all inventions, improvements, patents, design and/or utility patent registrations and applications (including all reissues, reexaminations, provisionals, divisionals, continuations, continuations-in-part and extensions of any patent or patent application) currently existing or hereafter filed, designs and applications for registration of designs; (b) all copyrights, mask works, other works of authorship, literary property or author's rights, whether or not protected by copyright or as a mask work; (c) all trademarks, service marks, trademark application, service mark applications, trade names, trade dress, symbols, proprietary indicia, logos or brand names; (d) all software, source code, object code, applications, application programming integrations, applets, extensible markup language, text, graphics, images, icons, and user interfaces; (e) all Data, data information, data rights, and privacy rights; (f) all trade secrets (including ideas, research and development, know-how, formulas, compositions, processes and techniques, technical data, designs, drawings, specifications), all trade secret rights and equivalent rights; (g) all confidential information; (h) all other proprietary rights; (i) all copies and tangible embodiments thereof, in any and all forms and mediums now known or hereinafter created; and (j) all additions, modifications, enhancements, upgrades, updates, changes and derivative works thereof. If the Services provided to Dealer are enjoined or interfered with as a result of any claims, suits or actions for intellectual property infringement against ReinventAuctions, then ReinventAuctions shall, at its sole and absolute discretion, in lieu of any other obligations provided in the Terms of Services, pay for and provide resolution services limited to the following: (i) obtain for Dealer the right to continue receiving and using the Services free of any claims, suits or actions of infringement, misappropriation or violation; or (ii) modify or replace the Services so that it no longer infringes, misappropriates or violates, provided that such modifications do not adversely affect Dealer's use of the Services.

**5. Dealer Responsibilities in Using the Services.**

**5.1 Authorization by Dealer.** The Dealer represents and warrants that: (a) Dealer has the full power and authority to enter into the Terms of Services; (b) Dealer shall perform its obligations under the Terms of Services; (c) Dealer is a sophisticated commercial party capable of

completing and reviewing the Condition Report (as defined in **Section 5.6**), disclosures, information, pictures, video, and the status of a Vehicle; and (d) the Terms of Services shall constitute a legal, valid and binding obligation of Dealer.

**5.2 Dealer Eligibility and Registration.** Dealer represents and warrants that: (a) Dealer is a licensed retail or wholesale dealer of Vehicles, (b) Dealer is a business, in good standing, that is otherwise legally eligible to purchase or sell Vehicles through wholesale transactions of one or more types of Vehicle(s); and (c) holds the appropriate documentation issued by state and local, where applicable, authorities which exempt Dealer from the payment of sales tax in buying or selling any Vehicles through wholesale transactions specifically including the use of the Services. Dealer shall provide to ReinventAuctions a copy of the Dealer's current, or where applicable, any update or renewal of, the Dealer's: (i) state dealer license; (ii) state resale certificate, if applicable; (iii) federal tax identification number; and (iv) such other information as ReinventAuctions may request in order for Dealer to utilize the Services.

**5.3 Dealer is Solely Responsible for its Authorized Users.** Dealer retains the sole responsibility: (a) to identify and designate to ReinventAuctions its users that are authorized to transact business on behalf of the Dealer ("**Authorized Users**"); (b) to grant access to and authorize Authorized Users to utilize the Services; (c) to determine all of the risks, terms and trustworthiness of the Authorized Users with whom the Dealer grants such rights to use the Services; (d) to govern the use of the Authorized Users utilization of the Services; and (e) to discontinue, suspend, or terminate (either temporarily or permanently) the use of the Services by any of its Authorized Users upon prior written or electronic notice to ReinventAuctions. Dealer shall be solely liable for all actions and omissions of its Authorized Users in connection with the use of the Services, regardless of whether there is any dispute between Dealer and its Authorized Users as to the use of the Services.

**5.4 Dealer Credentials.** Dealer and its Authorized Users will be issued unique usernames and passwords to access and use the Services. Dealer is responsible for maintaining the confidentiality and security of the usernames and passwords issued to it and its Authorized Users, and shall be liable and responsible for all actions, omissions, failures to act, or transactions conducted with the username and password issued to Dealer or any Authorized Users. Sharing or lending of the usernames or passwords is strictly prohibited. Dealer will immediately notify ReinventAuctions in writing of any unauthorized use of a username or password issued to access and use of the Services. Dealer is responsible, at its own expense, to acquire, provide and maintain all hardware, equipment, and connections to access and use the Services.

**5.5 Grant of License and Right to Access and Use Dealer's Data and DMS.** During the Term (as defined below in **Section 10**), Dealer hereby grants ReinventAuctions the irrevocable right and royalty free license: (a) to access, use, copy and retrieve Dealer generated information, text, content, images, pictures, photographs, graphics, sounds, videos and Vehicle data, including

any third-party provided software or databases utilized by Dealer, and including data related to the Vehicles in the Dealer's inventory and dealer management system ("**DMS**") (collectively "**Dealer Data**"); and (b) to use, copy, display, and post the Dealer Data to third parties in providing the Services. Dealer shall cooperate and provide any applicable authorization to any third-party DMS provider as requested by ReinventAuctions. All Dealer Data remains the property of the Dealer.

**5.6 Condition Report.** Dealer represents and warrants that with respect to each Vehicle that Dealer lists on the Services, regardless if Dealer has relied upon any third-party resources, that: (a) Dealer will prepare a Vehicle condition report in required form and format provided by ReinventAuctions for the particular Vehicle type ("**Condition Report**"); (b) the Condition Report is a true, correct and complete description of the Vehicle; (c) the Condition Report discloses any known defects for the Vehicle, even if those defects are covered under an original equipment manufacturer ("**OEM**") warranty; (d) the Condition Report discloses any defects required to be disclosed under federal, state or local laws or regulation; (e) the Condition Report discloses any title discrepancies as provided in **Section 5.8**; (f) the Condition Report discloses all Mileage/Hours Disclosure Statements (as defined in **Section 5.10**); (g) the Condition Report verifies that the Vehicles operates in compliance with any Federal or state emission or pollution control standards and that no alterations or modifications have been made to the Vehicle's emission or pollution control devices or systems; and (h) that Dealer shall be responsible to ReinventAuctions or Buyer, as may be applicable, for any fees, costs and expenses incurred or assessed in an arbitration related to the following: (i) to the Vehicle's condition not matching the Condition Report; (ii) to any repairs that need to be made to the Vehicle to bring it into compliance with the Condition Report; or (iii) to the failure of Dealer to list any deficiency in violation of this **Section 5.6**, or as otherwise provided in the Terms of Services. ReinventAuctions may, from time to time, in its sole and absolute discretion, update and modify the Condition Report used on the Services. Any updates or modifications to the Condition Report will be effective when adopted and implemented by ReinventAuctions. Conditions that Seller should disclose in the Condition Report include, but are not limited to the following: (1) permanent structural damage, any structural alterations, structural repairs or replacements; (2) repairs not certified using or meeting OEM repair guidelines; (3) add-on parts or accessories, after-market parts or accessories, and modifications or damages caused by such modifications; (4) towing packages installed or removed, where new holes are drilled, OEM's holes are enlarged, or if the towing package is welded or brazed to the structure; (5) multiple access holes (regardless of size) or singular access holes greater than 1/4"; (6) corrosion of structural components that result in a perforation in the frame; (7) structural tear damage if more than 1" in length, measured from tear start/stop points; (8) voided OEM warranties; (9) missing catalytic converters; (10) inaccurate model or trim badging, decals or identification; (11) inoperable, missing, or defective airbags; and (12) any alterations or modifications to any emission or pollution control devices or systems.

**5.7 No Recalls Listed on Services.** ReinventAuctions does not intend to make any effort to list any existing or mandated government or OEM Vehicle recalls on the Services. Any

investigation of any recall obligations is the sole responsibility of the Dealer. More information on recalls can be located at the National Highway Transportation Safety Administration located at <https://nhtsa.gov>, U. S. Coast Guard located at <https://uscgboating.org>, or other similar Federal, state, or administrative agency websites.

**5.8 Title and Ownership of Vehicles.** Dealer represents and warrants that with respect to each Vehicle that Dealer lists on the Services, that: (a) unless otherwise disclosed in the Condition Report, the original Vehicle Identification Number (“VIN”) plate is attached to the vehicle and has not been altered in any way; (b) Dealer is the true and lawful owner of the Vehicle; (c) Dealer has full power and authority to sell and transfer the Vehicle title; (d) Dealer will provide the Vehicle true and lawful title, free and clear from all liens and encumbrances; (e) unless otherwise disclosed in the Condition Report, there is no title discrepancy for the Vehicle, including but not limited to not actual mileage, hours operated, title unavailable, title absent, salvage, theft recovery, stolen vehicle, flood damage, hurricane damage, lemon laws buybacks, trade assist, or title washing; (f) Dealer will defend the title against all claims and demands regarding its holding title; (g) Dealer shall provide the Vehicle title to ReinventAuctions by overnight delivery service within three (3) calendar days of the Sale Confirmation Notice (as defined in **Section 6.1**) for that Vehicle; and (h) Dealer shall be responsible for any fees and expenses incurred in connection with obtaining valid title to the Vehicle, including any fees, charges or expenses incurred by ReinventAuctions in obtaining valid title to the Vehicle. If a valid title cannot be produced within three (3) calendar days of the Sales Confirmation Notice, Buyer has the right to cancel the sale within twenty-four (24) hours of being given notice, in which case Seller is responsible for all transportation costs to return the Vehicle to Seller; and Dealer will be assessed a Transaction Cancellation Fee (as set forth in **Section 11.1**) and other applicable fees and charges. ReinventAuctions does not guaranty that any Vehicle can be legally titled or registered in any particular state, province or country; and Dealer accepts all risks associated with variations in Vehicle title and registration laws between various states, provinces or countries that may negatively impact the marketability of the Vehicle. ReinventAuctions is not responsible for any defects, errors or omissions related to Vehicle title and registration issued by any Federal or state Secretary of State, Department of Motor Vehicles or any other similar governmental authority responsible for issuing titles to Vehicles.

**5.9 Title Information Services.** Vehicles transacted on the Services and any transaction data thereto may be reported to the National Motor Vehicle Title Information System (“NMVTIS”) or any other applicable Federal, state or administrative agency title services in ReinventAuctions’ sole and absolute discretion. Dealer understands it may be subject to, and accepts all risk associated with purchasing a Vehicle on the Services resulting from reporting the Vehicle transaction to NMVTIS or any other applicable Federal, state or administrative agency title information or reporting services. More information on NMVTIS reporting, requirements, and exemptions can be located at <https://vehiclehistory.gov>.

**5.10 Mileage/Hours Disclosure Statement.** Except for any Vehicle which is exempt for such disclosure under applicable Federal or state laws, the Dealer represents and warrants that: (a) with respect to each Vehicle listed by Dealer on the Services, that Dealer shall, using Service Notice (as defined in **Section 24.1**), accurately complete and execute either (i) the required odometer disclosure statement under 49 CFR 580.1 *et seq.* of the Code of Federal Regulations (“**Odometer Disclosure Statement**”), or (ii) for those Vehicles in which Federal law, state law, administrative regulations, or by common practice, which do not have odometers that track miles, but instead have meters that track hours of operation, the required hours operated disclosure statement (“**Hours Operated Disclosure Statement**”) pertaining to the Vehicle at ReinventAuctions’ request either as a stand-alone document, or to be included on the Bill of Sale (as defined in **Section 6.2**) (collectively, the Odometer Disclosure Statement and the Hours Operated Disclosure Statement are the “**Mileage/Hours Disclosure Statement**”); (b) the odometer mileage or hours operated disclosed by Dealer in the Mileage/Hours Disclosure Statement matches the actual mileage or hours operated of the Vehicle, or alternatively, that: (i) the odometer mileage or hours operated reading reflects the amount of mileage or hours operated in excess of its mechanical limits, or (ii) the odometer mileage or hours operated reading is not the actual mileage or hours operated; (c) that such Mileage/Hours Disclosure Statement shall be in compliance with any applicable Federal, state or administrative agency requirements; (d) that as both a Buyer and Seller, it shall execute the necessary Mileage/Hours Disclosure Statement for a Vehicle upon a completion of Sale Confirmation Notice using the Service Notice; and (e) Dealer shall disclose any inoperable, non-functioning, or defective mileage odometer or hours operated meter, or any Vehicle that does not have a mileage odometer or hours operated meter. ReinventAuctions may provide an Hours Operated Disclosure Statement which is different from the Odometer Disclosures Statement; or in the alternative, it may use the Odometer Disclosure Statement, and Dealer shall instead insert the number of hours operated where the Odometer Disclosure Statement provides for mileage readings. Federal law (and state law, if applicable) requires the Seller to state the mileage of each Vehicle upon transfer of ownership (49 CFR 580.1 *et seq.*). Federal law (and State law, if applicable) requires the Buyer to sign the mileage disclosure statement for each Vehicle and make a copy available to Seller (49 CFR 580.5(f)). Federal law (and State law, if applicable) provides that a failure to complete or providing a false statement may result in fines and/or imprisonment (49 CFR 580.5(d)).

**5.11 Price Manipulation Prohibited.** Dealer may not itself, through a related entity, or in concert with others, directly or indirectly, bid on any Vehicle that Dealer itself owns for the purposes of artificially increasing or decreasing the selling price of a Vehicle. Price manipulation, self-dealing, price boosting, shilling, or any other activity to artificially increase or decrease the selling price of a Vehicle, is strictly prohibited. In the event ReinventAuctions, in its sole and absolute discretion, determines that Dealer has engaged in such a prohibited activity, it may suspend or permanently revoke Dealer’s use of the Services; and in such case, ReinventAuctions may assess, and Dealer agrees to pay, a Fee reasonably determined by ReinventAuctions for each transaction in violation of this **Section 5.11**.

**5.12 Circumvention of the Services Prohibited.** Dealer may not itself, through a related entity, or in concert with others, directly or indirectly, circumvent or seek to purchase a Vehicle identified through the Services outside of the Services, and such activity is strictly prohibited. In the event ReinventAuctions, in its sole and absolute discretion, determines that Dealer has engaged in such a prohibited activity, it may suspend or permanently revoke Dealer's use of the Services; and in such case, ReinventAuctions may assess, and Dealer agrees to pay, a Fee reasonably determined by ReinventAuctions for each transaction in violation of this **Section 5.12**.

**5.13 Mileage/Hours Reading Upon Delivery to Buyer.** Buyer will inspect either the Vehicle's actual odometer mileage or hours operated meter reading immediately upon arrival at Buyer's location and must verify the actual odometer mileage or hours operating meter reading matches the Mileage/Hours Disclosure Statement (subject to an allowance for the travel of the Vehicle for delivery if it is driven to the Buyer's location) and promptly notify ReinventAuctions of any discrepancies within the Arbitration Initiation Period (as defined in **Section 7.2**). The actual mileage on the odometer or the hours operated meter must be the same as Mileage/Hours Disclosure Statement (subject to an allowance for the travel of the Vehicle for delivery if it is driven to the Buyer's location) if the Buyer wants to arbitrate related to an inoperable odometer or hours operated meter.

**5.14 No Sale by Buyer Before Receiving Title.** Buyer shall not sell the Vehicle before it receives title to the Vehicle. Neither Seller nor ReinventAuctions shall be liable for any Vehicle sale by the Buyer before the title is received by the Buyer. Additionally, Buyer will not be eligible for any remedy through arbitration for a Vehicle that has been sold by Buyer before an arbitration claim is initiated or completed.

**5.15 No Repairs by Buyer Before Arbitration.** Buyer will not make any changes, repairs or modifications to the Vehicle before the initiation and the completion of arbitration; and any arbitration of a Vehicle in which any changes, repairs or modifications are made to the Vehicle before an arbitration claim is initiated or completed will result in a conclusion of the arbitration with no action taken. The Buyer shall be responsible and liable for all changes, repairs, or modifications to the Vehicle for which a Purchase Price adjustment is made. Neither ReinventAuctions nor the Seller shall be responsible or liable for any changes, repairs or modifications made by Buyer.

**5.16 OEM Warrant and Recall Obligations.** Dealer will be responsible for any Vehicle issues that can be remedied by utilizing existing OEM warranty, OEM recalls, or any governmentally mandated recall; and such Vehicle issues will not be resolved through the arbitration process.

**5.17 Transfer of Legal Ownership from Dealer.** Subject to Dealer's obligations with respect to any Vehicle Condition Report that is being arbitrated, both Buyer and Seller have entered



into an irrevocable contract of sale of a Vehicle upon issuance of the Sale Confirmation Notice, except for the following: (a) the right of Buyer to reject title to the Vehicle for good cause; or (b) the right of ReinventAuctions, in its sole and absolute discretion to void and terminate any Sale Confirmation Notice or transaction. Seller relinquishes legal ownership of the Vehicle upon the issuance of the Sale Confirmation Notice.

**5.18 Limited Power of Attorney.** For value received, Seller hereby irrevocably appoints ReinventAuctions as its attorney-in-fact with full and complete authority to, on Seller's behalf, take all steps, do all things, and authenticate, sign, e-sign, or otherwise acknowledge any and all documents, including but not limited to, odometer disclosure statements, title documents (including applications for duplicates), Bills of Sale, invoices, and transportation instructions/orders, in each case as deemed necessary, by ReinventAuctions, in its sole and absolute discretion, for any Vehicle upon which a Sale Confirmation Notice has been issued in order to comply with the Terms of Services. Dealer acknowledges that it may be required to execute such a valid power of attorney document(s) upon a Sale Confirmation Notice as ReinventAuctions may request, from time to time, in its sole and absolute discretion. When any applicable jurisdiction requires a valid power of attorney to be affected in writing, in the presence of a witness, and/or imposes any other requirements, Dealer hereby warrants to do such acts as required to appoint ReinventAuctions as its power of attorney.

**5.19 Sales and Use Taxes.** Dealer represents and warrants the Vehicle is purchased and sold utilizing the Services solely for resale in the form of tangible personal property in the regular course of business and is the sort usually purchased and sold for resale by Dealer. If the Vehicle is used for any purpose other than for resale, Dealer shall be solely responsible for paying directly to the proper state or local taxing authorities such sales or use tax as may then become payable. If the purchase or sale of any Vehicle using the Services resulting in the assessment of or otherwise incurs a sales or use tax, Dealer shall be solely responsible for paying directly to the proper state or local taxing authorities such sales or use tax as may then become payable.

**5.20. Limited Grant of License to ReinventAuctions to Use Dealer Marks.** During the Term, Dealer grants to ReinventAuctions a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferable license to use, replicate, and display Dealers name, trademarks, service marks, trade names, proprietary indicia, logos and/or brand names (collectively "**Dealer Marks**") for promotional, advertising and marketing purposes by ReinventAuctions, the Services, any social media platforms utilized by ReinventAuctions, or otherwise. Dealer retains the sole and exclusive ownership of Dealer Marks, arising under any Federal, state, foreign or common law, or administrative regulations. ReinventAuctions will cease any further use of the Dealer Marks upon Dealer providing a Legal Notice (as defined in **Section 24.2**) to discontinue such use; provided, however, that ReinventAuctions shall not be required to delete any previous post made on social media utilizing the Dealer Marks.

## 6. Sales Process.

**6.1 Sale Confirmation Notice.** Upon the Seller's acceptance of Buyer's bid at auction upon or offer to buy a Vehicle, the Vehicle transaction is completed on the Services and the accepted bid or offer price is the "**Purchase Price.**" Using Service Notice, ReinventAuctions will notify both Seller and Buyer of the completion of the auction or sale process resulting in a transaction between Buyer and Seller ("**Sale Confirmation Notice**"). ReinventAuctions reserves the right, in its sole and absolute discretion, to void, unwind, adjust, cancel, or terminate any Vehicle transaction and Sale Confirmation Notice, before or after issuance of the Sale Confirmation Notice. Any Vehicle upon which a Sales Confirmation Notice has been issued will no longer be available for auction or sale pending: (a) payment for the Vehicle; (b) delivery of the Vehicle; (c) delivery of the title; (d) acceptance of the Vehicle; (e) acceptance of the title; or (f) arbitration relating to the Vehicle or its Condition Report.

**6.2 Bill of Sale.** Upon the issuance of the Sale Confirmation Notice, using Service Notice, ReinventAuctions will produce a bill of sale transferring ownership of the Vehicle from Seller to Buyer ("**Bill of Sale**"). Seller and Buyer will both be required to execute and acknowledge the Bill of Sale for the Purchase Price and, where applicable, the Mileage/Hours Disclosure Statement, within twenty-four (24) hours of the Sale Confirmation Notice. ReinventAuctions performs auction and ancillary services on behalf of Sellers and Buyers to facilitate the exchange of Vehicles between Sellers and Buyers; and Dealer agrees that ReinventAuctions is a third-party beneficiary of the Bill of Sale and Mileage/Hours Disclosure Statement entitled to enforce each Dealer's performance and to seek legal remedies for any Dealer's breach thereof.

**6.3 Buyer Invoice.** Upon the issuance of the Sale Confirmation Notice, using Service Notice, ReinventAuctions will produce an invoice to Buyer for an amount equal to the Purchase Price of the Vehicle, plus any Transaction Fees, Additional Fees, any accrued or unpaid Fees, taxes or other service charges payable by Buyer in connection with the transaction, which total amount shall be the "**Total Amount Due**". The Total Amount Due shall be automatically processed within twenty-four (24) hours of Sale Confirmation Notice, in accordance with the default payment method previously selected by Buyer. If the default payment method previously selected fails to remit the Total Amount Due, then Buyer shall pay the Total Amount Due within two (2) business days by another method; or the Buyer will be assessed a Late Payment Fee (as set forth in **Section 11.1**), and Dealer is subject to suspension or termination of Dealer's access to and use of the Services. No stop payment of Buyer's Total Amount Due shall be authorized, made, or honored. If Buyer cancels or abandons a purchase transaction after the issuance of the Sale Confirmation Notice, ReinventAuctions may assess, and Buyer agrees to pay a Transaction Cancellation Fee (as set forth in **Section 11.1**). Title to the Vehicle will not pass to Buyer until the Total Amount Due has been received by ReinventAuctions. ReinventAuctions may deposit or use the Total Amount Due immediately upon receipt.

**6.4 Buyer's Obligations Upon Issuance of the Sale Confirmation Notice.** Buyer will utilize ReinventAuctions transportation service, or such third-party transportation service provider arranged by ReinventAuctions, unless otherwise approved by ReinventAuctions. The Vehicle will be picked up for transport within seven (7) calendar days of issuance of the Sale Confirmation Notice; provided however if the seventh (7<sup>th</sup>) calendar day falls on a weekend or holiday, ReinventAuctions may pick up the Vehicle on the following business day. If Buyer is directly responsible for transport of a Vehicle, failure to transport the Vehicle within seven (7) calendar days of issuance of the Sale Confirmation Notice may result in loss of arbitration rights and/or assessment of daily storage fees at ReinventAuctions' discretion. Title to the Vehicle will be delivered, in ReinventAuctions' sole and absolute discretion, either with the delivery of the Vehicle, or by overnight mail or delivery, in which case the Buyer will be charged an Overnight Fee (as set forth in **Section 11.1**). Buyer has three (3) business days, upon receipt thereof, to reject title to the Vehicle for good cause only.

**6.5 Seller Invoice.** Upon the issuance of the Sale Confirmation Notice, using the Service Notice, ReinventAuctions will produce an invoice to Seller in an amount equal to the Purchase Price, less any Transaction Fees, Additional Fees, any accrued or unpaid Fees, taxes or other service charges payable by Seller in connection with the transaction, which total amount shall be the "**Total Payment Amount**". The Total Payment Amount shall be automatically processed and paid to Seller three (3) business days after the later of delivery of the Vehicle to Buyer, or receipt of the Vehicle title and any other documents required to transfer clear title to Buyer. The Total Payment Amount will be paid to Seller with the default payment method previously selected by Seller, upon issuance of the invoice set forth in this **Section 6.5**.

**6.6 Seller's Obligations Upon Issuance of the Sale Confirmation Notice.** Seller will hold and make available the sold Vehicle for transportation for up to seven (7) calendar days after the issuance of the Sale Confirmation Notice; provided however if the seventh (7<sup>th</sup>) calendar day falls on a weekend or holiday, that seven (7) day period shall be extended to the following business day. If the Vehicle is not transported from Seller's location within the time provided in this **Section 6.6**, then Seller can request the ReinventAuctions to determine if the transaction has been abandoned; and if so, ReinventAuctions will allow the Vehicle to be made available for auction again on the Services. If Seller: (a) cancels or abandons a sale transaction after the issuance of the Sale Confirmation Notice; (b) fails to make Vehicle available for inspection (either through the Services or a third-party inspection company) within seven (7) calendar days; or (c) fails to make the Vehicle available for transportation (either through the Services or a third-party transportation company) within the time provided in this **Section 6.6**, ReinventAuctions may assess, and Seller agrees to pay a Transaction Cancellation Fee and other applicable fees and charges.

## **7. Arbitration Process.**

**7.1 Arbitration Generally.** ReinventAuctions provides an arbitration process that is designed to be fair, impartial, economical, and transparent to both the Buyer and Seller of Vehicles. In the event Buyer raises a concern regarding a Vehicle it purchased from Seller using the Services, the Buyer and Seller agree to resolve such concern through arbitration by submitting the dispute to ReinventAuctions for a determination; and ReinventAuctions agrees that it will attempt to find a fair resolution to all concerns legitimately brought that are covered under the arbitration. ReinventAuctions is neither the Buyer nor the Seller of any Vehicle listed for sale and does not take title to any vehicle listed for sale through the Services.

**7.2 Initiation of Arbitration.** Except for Vehicles not subject to arbitration as provided in **Section 7.3**, upon the issuance of the Sale Confirmation Notice, the Buyer has ten (10) calendar days (the “**Arbitration Initiation Period**”) to inspect the Vehicle and initiate an arbitration of the Vehicle with ReinventAuctions if: (a) the condition of the Vehicle is not as represented by Seller on the Services; (b) the condition of the Vehicle does not match the Condition Report; or (c) where applicable, the Mileage/Hours Disclosure Statement do not match the actual mileage or hours operated meter of the Vehicle by more than a reasonable amount of miles or hours the Vehicle traveled from the Seller to the Buyer location. However, if Buyer shall have any Vehicle delivered using ReinventAuctions transportation services (including ReinventAuctions or a third-party provider) then the Arbitration Initiation Period shall extend for two (2) calendar days after delivery of the Vehicle. Buyer shall only be eligible to initiate one (1) arbitration per Vehicle. If a request for arbitration is not made by Buyer in the Arbitration Initiation Period, then Buyer’s right to seek arbitration is deemed terminated and waived.

**7.3 Vehicles or Conditions Not Subject to Arbitration.** The following Vehicle, parts or conditions are not subject to arbitration, and are excluded from an arbitration on the Services: (a) Vehicles identified as “As-Is” on the Services; (b) any Non-OEM Vehicle; (c) add-on parts or accessories, after-market parts or accessories and modifications or damages caused by such modifications, including, but not limited to items such as plows, fifth (5<sup>th</sup>) wheel hitches or towing packages; (d) mileage and hours operated cannot be arbitrated for Vehicles that are ten (10) years or older, or are deemed exempt from the Mileage/Hours Disclosure Statement and title disclosure laws; (e) mileage or hours operated cannot be arbitrated for Vehicles that do not have an odometer mileage or hours operated meter readings; (f) damage of any kind which occurred after the Vehicle is picked up from the Seller; (g) wearable items, regardless of repair cost, including but not limited to (i) tires, (ii) wipers, (iii) brake pads, (iv) shoes, (v) rotors, (vi) belts, (vii) lines and hoses, (viii) seals and gaskets, (ix) lubricants/fluids, (x) spark plugs, (xi) wires, (xii) ignition coils, (xiii) timing belts, (xiv) bulbs, (xv) filters, (xvi) shocks and struts, (xvii) suspension, (xviii) exhaust, and (xix) standard transmission clutches; (h) any repairs or maintenance covered under a manufacturer’s warranty; (i) any Vehicle where the Purchase Price is \$500 or less; (j) inherent or typical conditions to particular makes and models of Vehicles, unless the condition exceeds the OEM guidelines; (k) Vehicles exceeding twenty (20) model years or older and recreational vehicles and trailers which are ten (10) model years or older; (l) Vehicle accessory electrical defects on Vehicles which are

four (4) model years or older; (m) secondary electronics, including but not limited to, lane departure systems, radar cruise control, cross-traffic detection, parking sensors and cameras; (n) seepage that is not considered an active dripping leak; (o) leaks of any kind on Vehicles which are twenty-five (25) model years or older; (p) head-gasket leaks, unless they are causing an internal engine leak in which oil and/or coolant are leaking into the combustion chamber, resulting in consumption of oil and/or coolant that is burned and realized by smoke exiting the exhaust tailpipe, or intermix of oil and coolant; (q) rear main seal oil leaks on Vehicles which are ten (10) model years or older, or Vehicles with 100,000 or more miles; (r) interior and exterior cleaning and detailing, including but not limited to the removal of dirt, dust, grime, stains, smells, pet hair, gum, food residue, decals, bumper stickers, wraps, window tint and any subsequent paint damage that could occur from removal; (s) minor scratches to window glass and paint, including wet-sanding and buffing to remove surface level scratches and blemishes on the exterior body and paint; (t) wear, tear, fogged, hazed or moisture behind headlights, fog lights or tail lamps; (u) keys that are a combination key/fob, that may need a battery or dealer programming; (v) power seat functions including lumbar support, heat, ventilation or memory; (w) power tilt/telescoping steering wheel and steering wheel controls; and (x) power mirrors, including defrost and extending functions.

**7.4 Information Necessary with Arbitration Request.** As part of the request for arbitration with regard to a Vehicle, Buyer shall be required to provide evidence of the claim and to assist in the diagnosis of any conditions, including but not limited to, a written description, photographs, videos or other evidence of the Vehicle demonstrating that the condition of the Vehicle is not as represented by Seller. If the Buyer does not provide the information and evidence requested by ReinventAuctions regarding the Vehicle's condition within the Arbitration Initiation Period, the arbitration will be terminated and deemed waived. Vehicles may not be arbitrated solely on electronic vehicle history data, including but not limited to, CARFAX, AutoCheck, NMVTIS, or other similar services providing a Vehicle history.

**7.5 ReinventAuctions May Request an Inspection.** ReinventAuctions reserves the right upon the initiation of an arbitration by Buyer, to request that Buyer: (a) permit an inspection of the Vehicle on the Buyer's premises by ReinventAuctions or any third-party inspection facility requested by ReinventAuctions; or (b) take the Vehicle to a third-party diagnosing facility designated or approved by ReinventAuctions to inspect the Vehicle and provide such information to ReinventAuctions.

**7.6 Final Determination by ReinventAuctions.** Buyer and Seller agree that ReinventAuctions, in its sole and absolute discretion, may make any final binding arbitration decision and that such decision shall be binding upon both the Buyer and Seller, including but not limited to, the following: (a) ReinventAuctions may make a Purchase Price adjustment for the cost to repair the condition of the Vehicle at reasonable wholesale parts' cost (which may mean new, used, remanufactured and/or aftermarket parts) and reasonable labor rates, in which case ReinventAuctions may: (i) charge Seller for the adjustment and either reduce the Total Payment

Amount due to Seller by the adjustment, or issue a separate invoice or charge to Seller, and (ii) either pay to or credit the Buyer the adjustment and either reduces the Total Amount Due from Buyer by the adjustment, or issue a separate payment or credit to Buyer; (b) ReinventAuctions may cancel the Sales Confirmation Notice and the sale of the Vehicle, and charge either Buyer or Seller the Transportation Fee; (c) ReinventAuctions may deem that any additional actions are not warranted and no Purchase Price or other adjustments will be made; or (d) ReinventAuctions may take such other actions as are reasonably necessary to resolve the arbitration. ReinventAuctions will generally determine that a Purchase Price or other adjustment for parts and labor expenses, at wholesale rates, is preferable to a transaction being cancelled. In no event will a Buyer be entitled to a remedy through arbitration for more than the Purchase Price such Buyer paid for the Vehicle.

**7.7 Cancellation of Sales Confirmation Notice.** In the event ReinventAuctions determines that cancellation of the Sales Confirmation Notice is the appropriate arbitration resolution, the following shall apply: (a) if the Vehicle has been delivered to the Buyer, the Vehicle will be transported back to Seller within seven (7) calendar days after cancellation of the Sales Confirmation Notice; (b) Buyer shall be responsible, at its own cost, for the safety and security of the Vehicle, and any damage that occurs to, or theft of, the Vehicle until it can be transported from the Buyer's location; (c) ReinventAuctions will not be responsible to pay the Buyer any fees associated with Buyer's or its third-party's storage or security of the Vehicle until it is transported from Buyer's location; (d) Buyer will be returned the Total Amount Due; (e) Seller shall promptly return the Total Payment Amount to ReinventAuctions, plus the Buyer's Transportation Fee; and (f) Seller shall be responsible for the Transportation Fee to remove the Vehicle from the Buyer's location to the Seller's location. Buyer and Seller agree that, in the event the transaction is cancelled as the result of a Vehicle condition arbitration claim, either may be required by ReinventAuctions to transfer ownership to the next Buyer either through ReinventAuctions' platform or otherwise; and Buyer and Seller agree to cooperate with such transfer and promptly provide and facilitate the processing of any title paperwork related thereto.

## **8. Transportation Process.**

**8.1 Transportation.** ReinventAuctions will arrange the transportation of the Vehicle from the Seller to the Buyer, either through the ReinventAuctions transportation services or the use of a third-party transportation services arranged by ReinventAuctions; and the applicable Transportation Fee will be invoiced to the Buyer and included in the Total Amount Due. Alternatively, ReinventAuctions may, in its sole and absolute discretion, allow the Buyer to arrange the transportation of the Vehicle from the Seller's location to the Buyer. The Transportation Fee may include minimum amount and the amount shall be determined based upon the size, weight and amount of miles the Vehicle is to be transported; and the amount may be calculated utilizing software or services designed to calculate the transportation distance between Seller and Buyer.

**8.2 Risk of Loss.** Risk of loss for a Vehicle remains with the Seller if the Vehicle is at Seller's location. Risk of loss for the Vehicle is only transferred to Buyer when it is picked up from Seller by ReinventAuctions, the transportation service provider arranged by ReinventAuctions, or by Buyer.

**8.3 ReinventAuctions Transportation of the Vehicle.** If ReinventAuctions or the transportation service provider arranged by ReinventAuctions transports the Vehicle from Seller's location, ReinventAuctions or the transportation service provider arranged by ReinventAuctions shall provide commercially reasonable insurance coverage to cover the risk of damage or loss of the Vehicle from the time it is picked up from Seller's location until the Vehicle is delivered to Buyer's location.

**8.4 Buyer Transportation of Vehicle.** If the Buyer transports the Vehicle from Seller's location, Buyer assumes all risk, expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees), whether or not litigation is actually commenced, arising out of, or in any way connected with the Buyer's transportation of the Vehicle. The Buyer or its agent must document any damage at the time of pick-up prior to removing the Vehicle from its location. ReinventAuctions and the Seller will not be responsible for any damage not identified in writing as of the time of pick-up of the Vehicle once the Vehicle is removed from the location by Buyer or its agent.

**9. The Data is Owned Exclusively by ReinventAuctions.** Dealer agrees that all information and data, whether oral, written, visual, electronic, digital, transmitted, downloaded, uploaded, received, stored, created or generated as result of the following: (a) the Dealer's use of the Services, or using the systems, equipment, computers, servers, software or database of ReinventAuctions; (b) Dealer generated information, text, content, images, pictures, photographs, graphics, sounds, videos and Vehicle data, including any third-party provided software or databases utilized by Dealer, and including data related to the Vehicles in the Dealer's DMS; (c) any transaction occurring through the use of the Services; (d) ReinventAuctions' acquisition of any information or data from any third-party for use in providing the Services; or (e) Services usage, analytical data, diagnostic data, information website session, application session, and e-signature verification information is the property of ReinventAuctions (collectively, "**Data**"). To the extent that any Dealer Data, or any portion thereof, is incorporated into the Data, that portion of Dealer Data incorporated into the Data, shall also be considered Data. Dealer agrees that ReinventAuctions has the right to receive, use, store, compile, disseminate, control access to, aggregate, modify, package, derive benefit from, remove or destroy Data, in whole or in part. ReinventAuctions shall comply with reasonable industry standards and precautions to maintain, protect and secure the Data in accordance with the Privacy Policy. If there is a suspected or actual breach of security involving, or unauthorized disclosure or use of or access to, or other loss or misappropriation of, any Data (a "**Data Breach**"), ReinventAuctions will, as required under applicable law: (1) notify Dealer of such Data Breach; (2) cooperate with Dealer in investigating the Data Breach; (3)

cooperate with applicable government or administrative authorities in investigating the Data Breach; and (4) shall provide such mitigation or remediation services required under applicable law as a result of such Data Breach.

## **10. Term & Termination.**

**10.1 Term.** The term of the Terms of Services begins on the earlier of the following: (a) execution of the Dealer Agreement; (b) acceptance of the Terms of Services; or (c) first use of the Services and shall remain in effect until terminated (the “**Term**”).

**10.2 Termination.** Either ReinventAuctions or Dealer may terminate Dealer’s use of the Services upon serving a Legal Notice to the other party.

**10.3 Discontinuation or Suspension.** ReinventAuctions reserves the right, in its sole and absolute discretion, to discontinue or suspend, either temporarily or permanently, Dealer and any of its Authorized User’s use of the Services, without prior notice, if ReinventAuctions reasonably determines that Dealer or any Authorized Users are in violation of the Terms of Services or any applicable federal, state, or local laws or regulation.

## **11. Fees and Payments.**

**11.1 Fees Schedule.** The fees for the use of the Services may include: (a) an annual fee, which is billed in advance once each year (the “**Annual Fee**”); or (b) transaction and other fees based upon a per Vehicle transaction basis that will be billed on upon completion of a transaction for a Vehicle and associated services (collectively, including the Annual Fee, the “**Fees**”). The Annual Fee shall be due and automatically processed by ReinventAuctions on the first day of January of each year in accordance with the default payment method previously selected by Dealer. No portion of the Annual Fee will be refunded, pro-rated or returned in the event of a termination of Dealer’s use of the Services. The transaction and additional Fees shall be due on a per transaction basis and shall be automatically processed by ReinventAuctions upon issuance of the Sale Confirmation Notice and/or issuance of any invoice for those Fees, in accordance with the default payment method previously selected by Dealer. The Fees for the Services may include, but are not limited to, the following:

<b>REINVENTAUTO</b>	
Buyer Fee	\$150
Seller Fee	\$150
<b>REINVENTPOWERSPORTS</b>	
Buyer Fee	\$200
Seller Fee	\$200
<b>REINVENTRV</b>	
Buyer Fee	\$325
Seller Fee	\$175



REINVENTMARINE	
Buyer Fee	\$300
Seller Fee	\$200
GENERAL FEES FOR SERVICES	
Annual Fee	\$295 (waived for 2021)
Transaction Cancellation Fee	\$750
Late Payment Fee	\$200
NSF Fee	\$100
Overnight Fee	\$20
Transportation Fee	The amount will be determined based upon the size and weight of the Vehicle calculated on a per mile basis for the distance between the Seller's locations and Buyer's location. The Transportation Fee may have a minimum charge.

**11.2 Payment Authorization.** Dealer shall provide ReinventAuctions with a default payment method previously selected (such as, electronic funds transfer, ACH, credit card or other arrangement approved in advance by ReinventAuctions) for payment of the Fees, Total Amount Due, Total Payment Amount and other charges or payments assessed by ReinventAuctions. Dealer hereby authorizes ReinventAuctions to initiate debit entries using the default payment method previously selected to Dealer's account at its financial institution in U.S. dollars, and this authorization will remain in force until ReinventAuctions has received written notice from Dealer of its termination. ReinventAuctions reserves the right to decline Dealer's payment by electronic debits at any time and for any reason. Any payment by Dealer withdrawn, rejected, or returned for non-sufficient funds ("NSF") must be settled and replaced immediately. In the event of an NSF transaction by Dealer, ReinventAuctions may assess, and Dealer agrees to pay an NSF Fee (as set forth in **Section 11.1**) up to the maximum amount allowed by law.

**11.3 Offset Rights.** In addition to whatever rights of set-off ReinventAuctions may have in any jurisdiction where Vehicles are sold, if Dealer fails to pay any Fees or other amounts due and payable to ReinventAuctions, ReinventAuctions will be entitled to immediately offset any amount still owed by Dealer to ReinventAuctions from any funds owed by ReinventAuctions to Dealer.

**11.4 Failure to Make Payment.** If Dealer fails to pay any amount when due and payable, or such default payment method previously selected cannot be processed, ReinventAuctions may, as applicable: (a) withhold any Vehicle title documents to Dealer until all amounts owed have been paid; (b) cancel any of Dealer's Vehicle transactions or Sale Confirmation Notice; (c) charge a Late Payment Fee; (d) charge interest on any past due amounts at the rate of 1.5% per month, calculated in U.S. dollars, or the maximum rate allowed by law,

whichever is less; (e) exercise its offset rights as provided in **Section 11.3**; or (f) pursue any other remedy or relief available at law or in equity.

**12. Disclaimer of all Warranties.** REINVENTAUCTIONS PROVIDES THE SERVICES ON AN “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. REINVENTAUCTIONS SPECIFICALLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, AND ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, REINVENTAUCTIONS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES MADE BY ANY DEALER RELATED TO A VEHICLE, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: (A) ANY MILEAGE/HOURS DISCLOSURE STATEMENTS; (B) ANY INFORMATION CONTAINED IN THE CONDITION REPORT; (C) ANY SERVICE, MAINTENANCE, HISTORY OR WARRANTY INFORMATION PROVIDED BY DEALER; OR (D) ANY EXISTING OR MANDATED GOVERNMENT OR OEM VEHICLE RECALL OBLIGATIONS.

**13. Limitations of Liability.**

**13.1 Limitation of Actual Damages.** THE LIABILITY OF REINVENTAUCTIONS, OR ANY OF REINVENTAUCTION’S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, ADVISORS, CONSULTANTS, AGENTS, ATTORNEYS, ACCOUNTANTS, SUBSIDIARIES, OR AFFILIATES, ARISING OUT OF OR RELATED TO THE SERVICES, THE TERMS OF SERVICES, OR ANY TRANSACTION OR SERVICE OFFERED BY REINVENTAUCTIONS, WHETHER PAST, PRESENT OR FUTURE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, ACTIVE OR PASSIVE NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, STRICT LIABILITY, VIOLATION OF STATUTE, ORDINANCE OR REGULATION, FAILURE OF CONSIDERATION, OR ANY OTHER BASIS SHALL BE LIMITED TO DIRECT AND ACTUAL DIRECT DAMAGES INCURRED BY DEALER, AND THE AGGREGATE LIABILITY OF REINVENTAUCTIONS FOR SUCH ACTUAL DAMAGES SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE FEES PAID BY DEALER TO REINVENTAUCTIONS DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISING TO THE CLAIM. TO THE EXTENT A COURT OF COMPETENT JURISDICTION FINDS THE TERMS OF THIS SECTION OVERLY BROAD, UNENFORCEABLE, OR OTHERWISE IMPOSES LIABILITY UPON REINVENTAUCTIONS IN FAVOR OF DEALER OR AUTHORIZED USERS, THEN REINVENTAUCTIONS’ LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW. MULTIPLE CLAIMS SHALL NOT EXPAND THESE LIMITATIONS.

**13.2 Limitation and Exclusion of Indirect Damages.** IN NO EVENT SHALL REINVENTAUCTIONS, OR ANY OF REINVENTAUCTION'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, ADVISORS, CONSULTANTS, AGENTS, ATTORNEYS, ACCOUNTANTS, SUBSIDIARIES, OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST INCOME, LOST PROFITS, COST OF COVER, OR LOSS OF USE) OF ANY KIND, WHETHER PAST, PRESENT OR FUTURE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, ACTIVE OR PASSIVE NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, STRICT LIABILITY, VIOLATION OF STATUTE, ORDINANCE OR REGULATION, FAILURE OF CONSIDERATION, OR ANY OTHER BASIS, ARISING OUT OF THE PROVISION OR USE OF THE SERVICES BY DEALER OR ITS AUTHORIZED USERS. TO THE EXTENT A COURT OF COMPETENT JURISDICTION FINDS THE TERMS OF THIS SECTION OVERLY BROAD, UNENFORCEABLE, OR OTHERWISE IMPOSES LIABILITY UPON REINVENTAUCTIONS IN FAVOR OF DEALER OR AUTHORIZED USERS, THEN REINVENTAUCTIONS' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. MULTIPLE CLAIMS SHALL NOT EXPAND THESE LIMITATIONS.

**14. Indemnification.** Dealer shall indemnify, defend and hold harmless ReinventAuctions, or any of ReinventAuction's directors, officers, shareholders, employees, independent contractors, advisors, consultants, agents, attorneys, accountants, subsidiaries, or affiliates, from and against all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees), whether or not litigation is actually commenced, arising out of, or in any way connected with the Dealer use of the Services.

**15. Assignment.** Neither the Terms of Services nor the right to access and use of the Services may be assigned by Dealer without the prior written consent of ReinventAuctions, except that either ReinventAuctions or Dealer may assign or otherwise transfer this agreement, to any acquirer of, or successor in interest, whether by merger, consolidation, sale of all or substantially all of the assets or equity, or by operation of law. The Terms of Services shall be binding upon and inure to the benefit of ReinventAuctions, Dealer, and their respective permitted successors and assigns. Any assignment in contravention of the Terms of Services shall be null, void and of no further effect.

**16. Entire Agreement.** The Terms of Services (including the Dealer Agreement) constitute the entire agreement between ReinventAuctions and Dealer regarding the subject matter of the

Terms of Services and supersedes all prior agreements, understandings, representations, and warranties, whether oral or written. Except as otherwise permitted in the Terms of Services, the Terms of Services may not be altered, changed, or modified, except by the written agreement. Except as otherwise provided in **Section 13** and **Section 14**, the Terms of Services are solely between ReinventAuctions and Dealer, may be enforced only by ReinventAuctions and Dealer, will not be deemed to create any rights in third parties, and shall not create any obligations of either ReinventAuctions or Dealer to any such third party.

**17. Effect of Partial Invalidity.** If one or more provisions of the Terms of Services are held to be invalid or unenforceable under applicable law, ReinventAuctions and Dealer agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each as closely as possible to that under the provision rendered unenforceable. If ReinventAuctions and Dealer cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be excluded from the Terms of Services and will be ineffective only to the extent of such invalidity or unenforceability. The invalidity of any portion of the Terms of Services will not, and shall not, be deemed to affect the validity of any other provision; and ReinventAuctions and Dealer agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the expungement of the invalid provision.

**18. Interpretation of Terms of Services.** Dealer has been given the opportunity to seek independent counsel with respect to its individual rights, obligations, and duties hereunder, and has freely entered the Terms of Services after full and careful consideration of its terms at arms-length. The language used in the Terms of Services will be deemed to be the language chosen by ReinventAuctions and Dealer to express their mutual intent, and no rule of law or contract interpretation which provides that in the case of ambiguity or uncertainty of a provision should be construed against the draftsman will be applied against ReinventAuctions. The language of the Terms of Services shall be interpreted simply according to the terms herein and its fair meaning. The headings and titles in the Terms of Services are solely for the convenience, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of the Terms of Services.

**19. Governing Law.** The interpretation and construction of the Terms of Services, and all matters relating hereto (including, without limitation, the validity or enforcement of the Terms of Services), shall be governed by the laws of the State of Illinois without regard to any conflicts or choice of law provisions of the State of Illinois that would result in the application of the law of any other jurisdiction. ReinventAuctions and Dealer hereby irrevocably: (a) submit to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois or any court of the State of Illinois located in Cook County in any action, suit or proceeding arising out of or relating to the Terms of Services; (b) consent to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of the Terms of

Services; (c) waive, to the fullest extent permitted by law, any objection that it may now or hereafter have at any time to the venue of any such action, suit or proceeding brought in such courts, and (d) waives, to the fullest extent permitted by law, any claim that any such action, suit or proceeding brought in such courts has been brought in an inconvenient forum, or that such courts do not have jurisdiction.

**20. Remedies.** Except as otherwise provided herein, in the event there is a breach of the Terms of Services, the breaching party shall be responsible for reasonable attorney's fees and costs incurred by the non-breaching party as a result of any enforcement of the Terms of Services or resulting breach. Unless otherwise expressly set forth in the Terms of Services, all remedies available to either ReinventAuctions or Dealer for breach of this Terms of Services are cumulative and may be exercised concurrently or separately, are in addition to any other rights and remedies provided by law, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. REINVENTAUCTIONS AND DEALER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE TERMS OF SERVICE.

**21. Relationship of the Parties.** Terms of Services shall neither be construed as creating a relationship of principal and agent, a partnership, joint venture, or association of any kind between ReinventAuctions and Dealer. It is the purpose and intent hereof to create only a contractual relationship.

**22. No Waiver.** Except with regard to Dealer's failure to initiate an arbitration within the Arbitration Initiation Period as provided in **Section 7.2**, no waiver of any term or breach of the Terms of Services shall be considered valid unless it is in writing and signed by the party giving such waiver; and no such waiver shall be deemed a waiver of any other term or subsequent breach. The failure or delay of any party to the Terms of Services to insist upon the performance of any of the terms or breach of the Terms of Services shall not be construed as thereafter waiving any such term or breach, and the terms of the Terms of Services shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**23. Electronic Signatures and Acknowledgements.** Dealer acknowledges and agrees that ReinventAuctions may require and utilize, and Dealer will agree to use electronic signatures and acknowledgments for access to the Services, Service Notice, auctions, and for approval for any transaction, Bill of Sale, Mileage/Hours Disclosure Statement, receipts, titles, and other documents or disclosures necessary or incidental to the use of the Services. The electronic signatures or acknowledgments include, but are not limited to, the following: (a) electronic signature(s) that comply with the Electronic Signatures in Global and National Commerce Act ("ESIGN"), the Uniform Electronic Transactions Act ("UETA"), or other applicable laws; and (b) other electronic acknowledgement(s), consent(s), click-through(s), transaction document(s), or other approval(s),

direct or indirect; Dealer agrees that any such electronic signatures or acknowledgments shall be effective and binding upon Dealer, in the same manner as a handwritten signature.

## **24. Notice Provisions.**

**24.1 Service Notice.** ReinventAuctions will make all communication to the Dealer via electronic means, including the following: (a) agreements, notifications, acknowledgements, consents, click-throughs, transaction documents, electronic signatures, or other approvals to Dealers while utilizing or in the delivery of the Services to Dealers; (b) information about the Services; (c) information about updates to the Services; (d) information about updates to the Terms of Services; (e) information about updates to Privacy Policy; (f) information about any modification of the Fees; (g) incurring of Fees (collectively “**Service Notice**”). Service Notice may include, but is not limited to the following forms: (i) e-mail, (ii) text messages, (iii) SMS, (iv) MMS, (v) web page notifications, (vi) in-app notifications, (vii) posting on the Services websites, or (viii) otherwise through the Services. Dealer acknowledges and agrees that any such Service Notice shall satisfy any legal requirement that the Service Notice be in writing or delivered in a particular manner. Dealer agrees to keep its account contact information current so that Dealer may receive any Service Notice.

**24.2 Legal Notice.** Any written legal notice required or permitted to be delivered pursuant to the Terms of Services (“**Legal Notice**”) shall be in writing and shall be deemed delivered as follows: (a) to ReinventAuctions in writing at 150 Lake Street, Unit 5A, Fontana, Wisconsin 53125 (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid; (iii) upon transmission if sent via facsimile or email, with a confirmation copy sent via overnight mail; or (iv) one (1) business day after deposit with a national overnight courier; in addition to (b) to ReinventAuctions in a readable electronic form, such as an email or portable document format (“**PDF**”) via email to [legal@reinventauctions.com](mailto:legal@reinventauctions.com) along with the written copy provided in subsection (a) above; or (c) to Dealer in writing at the address provided by Dealer to ReinventAuctions (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid; (iii) upon transmission if sent via facsimile or email, with a confirmation copy sent via overnight mail; or (iv) one (1) business day after deposit with a national overnight courier. Dealer agrees to keep its account contact information current so that Dealer may receive any Legal Notice.

**25. Force Majeure.** In no event will either ReinventAuctions or Dealer be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Terms of Services, for any failure or delay in fulfilling or performing any term of the Terms of Services, when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades, national or regional emergency,

national or regional natural disaster, extreme market disruptions, widespread industry shutdown, pandemics, national or regional health shutdowns or stay-at-home orders, extreme technology disruptions, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing business closure or cessation or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power, telecommunications or transportation (an of which would be a “**Force Majeure Event**”). In the event of any failure or delay of the Terms of Service caused by a Force Majeure Event, the affected party will give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**26. Survival.** Sections 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, and any other provision of the Terms of Services which contemplates performance or observance subsequent to termination of or expiration of the Terms of Services shall survive the expiration or termination of this agreement.