

Dealer Agreement

LEGACYAA.COM

Terms and Conditions

Effective Date: April 1st, 2021

These Terms and Conditions (“**Terms and Conditions**”)1, as set forth herein and which may be amended from time to time, shall govern the relationship and become a part of any and all transactions hereafter undertaken by, between, and among the person s or entities using the Auction’s services (“**Dealer**”), and LEGACYAA.COM, its U.S. auction subsidiaries (collectively, “**LAA**”) (LEGACYAA.COM, collectively “**LegacyAA.com**” or the “**Auction**”). These Terms and Conditions and any amendments to them will be effective immediately upon the Effective Date. Dealer’s access or use of Auction’s services following the Effective Date will constitute full acceptance of the then current Terms and Conditions. LegacyAA.com complies with National Auto Auction Association’s (“NAAA”) policies, which are hereby incorporated herein by reference, except as set forth in Section 15 below.

1. **GENERAL TERMS**

1. Scope and Purpose. LegacyAA.com conducts periodic in-person and/or internet-based remote auction sales, both in real time and virtually (collectively “**Sales**”). LegacyAA.com’s Sales offer principally, but not exclusively, transportation-related consigned goods, including automobiles, motorcycles, recreational vehicles, power equipment, vessels, and recreational watercraft (collectively, “**Vehicles**”). Dealer wishes to attend and/or otherwise participate in the Sales (via its “**Authorized Representative(s)**”, as defined below), and voluntarily agrees to these Terms and Conditions in consideration of the LegacyAA.com permitting such participation. Breach of these Terms and Conditions may result in the assessment of penalties, and/or temporary or permanent suspension of auction privileges.

2. Customer’s Eligibility. Dealer warrants that Dealer is a licensed retail or wholesale dealer of one or more types of Vehicle(s) (collectively, “**Dealer**”) and/or a corporation or other legal entity that is otherwise legally eligible to purchase or sell Vehicles at wholesale auto auctions. Dealer agrees that these Terms and Conditions shall apply to all transactions by which Dealer sells consigned Vehicles as “Seller”, or in which Dealer purchases consigned Vehicles as “Buyer”. Dealer acknowledges that its participation as Buyer or Seller, or to participate in certain Sales events, may be limited by applicable law, the scope of the Dealer’s license, or other rules of eligibility, as may be determined in LegacyAA.com’s sole discretion.

3. Seller's Registration. In order to participate in LegacyAA.com's auctions, Seller shall complete a registration package and/or consignment agreement. For internet sales, Seller may also need to register through the LegacyAA.com's online system in order to be authorized to sell Vehicles at all LegacyAA.com's internet sales and to receive a username and password.

4. Sharing of Auction Username/Password. Sharing or lending username and password is strictly prohibited. Dealer is responsible for maintaining the confidentiality and security of its username and password. Dealer will be liable and responsible for all actions, omissions, failures to act, and/or transactions conducted in Dealer's name with any Auction Card and/or username or password issued to Dealer or any of its Authorized Representatives, regardless of whether such action, omission, failure to act, and/or transaction was actually approved or authorized by Dealer. Please immediately notify LegacyAA.com in writing upon the discovery of any unauthorized use of username and password.

5. Authorized Representatives/Authorized Users. Dealer authorizes the person(s) designated in the Application and other document as "**Authorized Representative(s)**" or "**Authorized User(s)**" to take or perform the following actions with respect to Vehicles: (a) purchase and/or sell Vehicles on behalf of Dealer including complete and execute papers conveying title, including endorsement of the certificate of title, odometer statements, bills of sale and other similar documents in connection with the sale of all Vehicles, and/or (b) complete and execute on behalf of Dealer's checks and/or drafts in connection with the purchase or sale of Vehicles. The authority of the Authorized Representatives shall continue in full force and effect until terminated by Dealer. Attempted oral revocation, alteration, or naming of additional Authorized Representatives shall be of no effect whatsoever. Dealer guarantees, as principal, all transactions made at the Auction by its Authorized Representatives, irrespective of any dispute regarding the actual authority to do the specific transaction. LegacyAA.com, at its sole discretion, reserves the right not to do business with any Dealer and/or Authorized Representative.

6. Changes to Terms and Conditions. LegacyAA.com, at its sole discretion, may amend these Terms and Conditions and other Auction Rules ("**Auction Policies**") without sending notice to Dealers. The amended Auction Policies will be effective immediately upon posting to the LegacyAA.com's website, username and password following such amendment will constitute full acceptance of any such changes. Notwithstanding the date executed by Dealer, these Terms and Conditions are effective on any transaction that occurs on or after the Effective Date.

7. Electronic Signature. Dealer will permit LegacyAA.com to capture or otherwise acquire Dealer's signature in digital or electronic form, and specifically authorizes LegacyAA.com to apply the Dealer's digital or electronic signature to Auction Sale documents.

8. LegacyAA.com as Consignee. LegacyAA.com is a service company and generally does not take title to, purchase or sell Vehicles. Rather, LegacyAA.com facilitates the exchange of Vehicles between Seller and Buyer at the Auction. All Vehicles offered for sale at Auction by Seller are deemed consigned and are offered for sale by LegacyAA.com on Seller's behalf. LegacyAA.com, at its sole discretion, reserves the right to refuse to accept or to remove from an Auction any Vehicles to be offered for sale. In any Vehicle purchase transaction, LegacyAA.com shall not be deemed or considered the Vehicle's Seller under any circumstances, except where LegacyAA.com has specifically identified itself as Seller on the sale contract. LegacyAA.com otherwise is not a party to any sale contract, but shall be deemed a third party beneficiary of such contract, entitled to the parties' performance and to seek legal remedies for the parties' breach.

9. Service Fees. Dealer agrees to pay all service fees and charges of Auction for services rendered by Auction, including but not limited to, penalties for failure to comply with various provisions, or certain convenience features, each as applicable ("**Fees**"). LegacyAA.com, in its sole discretion and at any time, may add, delete, or change some or all of the Fees, as applicable. Also, LegacyAA.com reserves the right to and may have arrangements with certain Dealers that result in reduced Fees, the payment of discounts/rebates associated with the sales of Vehicles, and/or marketing assessments in the form of premium buyer fees. LegacyAA.com's fee is \$499 regardless of the sell price of the Vehicle and payable by Dealer in connection with the transaction is the "**Total Payment Amount**."

10. Payment Terms. Total Payment Amount will be deducted from the 10% customer's deposit and remaining balance will be send to Dealer within 7 business days of sale, the "**Payment Due Date**".

11. Arbitration.

1. a. Policies. com offers an arbitration service which is governed by the policies and procedures in this section (the "**Auction Arbitration Policy**") to resolve disputes between Buyers and Sellers. Our process is designed to be fair, impartial, quick, and economical. The Auction Arbitration Policy generally follows the National Auto Auction Association's Arbitration

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Lane and Online (the “**NAAA Arbitration Policy**”), as may be amended from time to time. (See www.naaamap.com/NAAA/standards/standards.html).

For Online sales, depending on the Vehicle Listing Category selected, some Sellers may offer their Vehicles for sale with enhanced arbitration rights that exceed the NAAA Arbitration Policy. If there is any conflict between the terms of the Auction Arbitration Policy and the terms of the NAAA Arbitration Policy, the terms of the Auction Arbitration Policy prevail.

Notwithstanding the above, certain commercial Sellers may adhere to their own arbitration policies and procedures.

b. Definitions. In addition to the terms defined in the NAAA Arbitration Policy and elsewhere in this Policy:

- “**Arbitrator**” means the LegacyAA.com employee(s) responsible for adjudicating disputes and managing the dispute resolution process contemplated in this Policy.
- “**Claim**” means a claim submitted by Buyer for arbitration.
- iii. “**Online**” has the same meaning as set out in the NAAA Arbitration Policy.
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- iv. “**Off-site Sale**” means an Online sale.
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- v. “**Policy**” or “**Policies**” mean the Auction Arbitration Policy, NAAA Arbitration Policy and any applicable Seller Specific
- Policies.
- v “**Vehicle Listing Category**” means the category under which an Online Vehicle (excluding LiveBlock®) is listed for sale as set out below.

1. Seller Obligations. It is Seller’s obligation to fairly represent its Vehicle and to correct any errors made regarding disclosed conditions. Seller is responsible for the accuracy and completeness of all disclosures regardless of whether Seller has relied on third party resources (e.g. inspection company, vehicle listing service, electronic data vehicle history report, etc).

1. Disclosure Standards by Vehicle Listing Category for Online Sales. Seller is responsible for designating the appropriate Vehicle Listing Category and ensuring that the Vehicle satisfies the requirements of the category selected. If a seller fails to designate a Vehicle Listing Category, it will be offered for sale under the Standard Category.

1. Online Photographs. Photographs must accurately and fairly represent the condition of the Vehicle. Photographs of damage or other conditions that could materially affect the value of a Vehicle should be included.
1. Arbitration Period. The arbitration periods established under the NAAA Arbitration Policy apply to all Vehicles sold through an LegacyAA.com channel unless otherwise stated.
1. Arbitration Process for All Transactions.

1. Payment. Initiating the arbitration process does not relieve Buyer of its payment obligations. Failure to pay may result in loss of arbitration rights and/or temporary or permanent suspension of Auction privileges.

1. Start Claim. Start Claim in manner indicated for type of sale.

iii. Review of Claim. LegacyAA.com will review only issues identified in the initial Claim. LegacyAA.com may, but is not required to, consult with Buyer, Seller or both parties to gain a better understanding of the issue(s) in the Claim. When appropriate, LegacyAA.com may refer the Vehicle to an Auction mechanic, inspector or external resource such as an authorized dealership or specialty shop for consultation. The unsuccessful party (Buyer or Seller) in the arbitration will be responsible for payment of all expenses (e.g. mechanical consultation) incurred in the Claim review.

1. iv. Decision. After reviewing the Claim, Arbitrator will decide whether the Claim is valid. Before deciding what the remedy should be, Arbitrator may attempt to facilitate a resolution between Buyer and Seller. If agreement cannot be reached, LegacyAA.com will decide the appropriate remedy, if any.

1. v. Arbitration Award. It is understood that, as Arbitrator, LegacyAA.com will grant any remedy or relief that it considers fair and reasonable in the circumstances, including but not limited to: cancellation of sale and full refund of purchase price, partial refund of purchase price, repair of defect at Seller's expense, repair of defect with the costs apportioned between Buyer and Seller, partial or full reimbursement of transportation, reconditioning and/or repair costs. All amounts that the Arbitrator determines should be paid as a result of the Claim are referred to as the "**Award Amount**". Seller must pay the Award Amount within the time limits imposed under this Policy.

1. v Payment of Award Amount by Seller. Seller agrees to pay Award Amount on or before three (3) business days after LegacyAA.com notifies Buyer and Seller of Arbitrator's final decision. If Seller fails to pay the Award Amount within the time limit, LegacyAA.com

reserves the right to charge Seller a late payment charge and/or to offset and deduct the Award Amount from any amounts payable by LegacyAA.com to Seller.

vii. Payment of Award Amount to Buyer. LegacyAA.com may withhold (or offset) all or part of the Award Amount from Dealer if (i) transferable title is not returned (when applicable), (ii) Dealer has unresolved past due amount payable to LegacyAA.com.

viii. Returns. If the Arbitrator has determined that the sale should be cancelled and the Vehicle returned, Buyer will follow the return procedure indicated for the type of sale.

1. Finality. The decision of the Arbitrator is final and binding on Buyer and Seller. By doing business with LegacyAA.com, Buyer and Seller hereby appoint LegacyAA.com to serve as Arbitrator and empower it to render a final, binding decision in settlement of all Claims submitted for arbitration. Upon payment of the Award Amount and/or otherwise implementing the Arbitrator's decision, Buyer and Seller are deemed to release each other from all claims and demands regarding the matters referred to Arbitration.

1. Arbitration Process for Online Sales.

1. Start Arbitration Claim. Before starting a Claim, Buyer must pay LegacyAA.com all amounts owing including any transportation costs. Buyer starts arbitration Claim by submitting appropriate information and documentation online to LegacyAA.com arbitration department *before* the expiry of the arbitration period. Buyer submits the following information: Buyer's name and telephone number; contact person and telephone number; Vehicle VIN, model and year; Delivery Time; and a description of the issue(s) to be arbitrated.

1. Submit Supporting Documentation. No later than 2 business days after starting the Claim, Buyer is required to submit supporting documentation, including but not limited to: (i) the original Online description of the Vehicle (condition report, Vehicle detail page, etc.) (ii) digital photographs of the defect(s) underlying the Claim, (iii) wholesale (not retail) repair estimates from an independent and reputable source; and (iv) Bill of Lading, transport release form, or other form of delivery receipt from transportation company, if applicable.

iii. Buyer's Obligations. Buyer will not use any Vehicle that is subject to an arbitration Claim. Other than for test-driving purposes (not to exceed 20 miles) Buyer may lose right to

make or continue a Claim if Buyer drives Vehicle. Pending a final decision on the Claim, Buyer must, at its own expense, take reasonable steps to care for, preserve, secure and store the Vehicle until Vehicle is properly returned. Buyer is not entitled to charge any parking, marshalling or other fees in connection with its preservation of the Vehicle. Buyer will be charged the cost of damage repair and/or assessed a penalty fee for any breach of this provision.

1. iv. Returns. If the sale is cancelled, Buyer and Seller will follow the instructions provided by the Arbitrator regarding arrangements for pick-up and delivery of the Vehicle. Seller will be responsible for all Vehicle return transportation costs and, if so determined by Arbitrator, Buyer's transportation costs.

1. Risk of loss of the Vehicle remains with Buyer until the Vehicle is delivered to Seller or to Seller's carrier or other agent. Buyer is responsible for ensuring that at time of delivery to Seller, Vehicle is in the same or better condition as when it was sold.

1. i. Additional Terms and Conditions.

1. LegacyAA.com reserves the right to interpret, waive or vary any provision of these Policies if, in its sole discretion, LegacyAA.com considers it fair and reasonable to do so in the circumstances.

1. If the sale is cancelled due to Seller's failure to disclose one of the conditions that permits extended arbitration under the NAAA Arbitration Policy, Seller will re-pay to Buyer the full purchase price, all Buyer fees, plus any other amount LegacyAA.com, in its discretion, determines to be fair and reasonable compensation to Buyer. Auction reserves the right to assess additional fees against Seller or Buyer that LegacyAA.com, in its discretion, determines to be fair and reasonable in the circumstances.

iii. LegacyAA.com reserves the right to deny or limit arbitration rights if Vehicle has been transported to a country different than the country of the Grounding Location.

12. Warranties Regarding Title. Dealer warrants, represents and guarantees possession and conveyance of a certificate of title, properly executed, valid in the state where the transaction is occurring and clear of all liens and encumbrances (except current year DMV fees in California), and Dealer warrants and will defend the title against the claims and demands of all person whatsoever. Dealer further acknowledges that with respect to purchased Vehicles, LegacyAA.com has assumed no responsibility to investigate Seller's title

or to otherwise identify defects in Seller's title or title documents, and makes no warranty whatsoever regarding title or title documents.

13. Vehicle Identification Numbers. No Vehicles will be offered for sale without a proper Vehicle identification number plate.

LegacyAA.com reserves the right to refuse to list/sell any Vehicle on which the Vehicle identification number plate appears marred or in any way altered or any Vehicle not originally manufactured for sale in the United States (European or Canadian conversions). Those vehicles having a reassigned VIN plate by the State in place of the original VIN plate must be announced or will be subject to sale cancellation or Buyer return.

14. No Warranties by LegacyAA.com. LegacyAA.com is not responsible for, nor does it represent or warrant (a) the accuracy of odometer mileage, (b) the information contained in the odometer mileage statement, (c) warranties of title, merchantability or fitness for a particular purpose, (d) license plates, (e) Vehicle service or maintenance history, (f) information contained in Vehicle history reports, (g) Vehicle condition, (h) year the Vehicle was manufactured, (i) the accuracy of any market information, (j) mileage and other information printed on the windows, (k) the description of the Vehicle, (l) equipment and options for the Vehicle, (m) availability or validity of factory warranty, (n) fitness of Vehicle for export, and (o) any and all representations and warranties made by or on behalf of the Seller. Dealer is responsible to disclose, announce all information relative to a Vehicle's condition prior to making a list/sell.

15. Delivery of Vehicle and Title. Buyer is liable for all expenditures, mileage, wear, damage, and all other losses to a Vehicle after it is purchased. LegacyAA.com is not liable for any expense whatsoever incurred by Buyer in the event title is not delivered. Dealer assumes all risk of loss related to or arising from titles or related documents lost, destroyed, or erroneously completed by the governmental agency processing a title, or any title lost in transit, whether sent by postal service or other courier. If the Vehicle is to be exported, Buyer is responsible for verifying that the Vehicle satisfies all export requirements of the originating country and all import requirements of the destination country. LegacyAA.com is not the importer or exporter, and is not responsible for supplying export or import documentation. In the event a Vehicle does not meet export requirements, Buyer is responsible for all auction fees and any loss incurred on the resale of the Vehicle.

16. Routed Export Transactions. Any and all vehicle purchases that become export transactions shall be "routed export transactions" under section 30.3(e) of the Foreign Trade Regulations (15 C.F.R. § 30.3(e)), in which the Buyer is acting as the Foreign Principal Party in Interest

("FPPI"). As the FPPI, the Buyer will authorize a U.S. forwarding agent to facilitate the export of such vehicles from the United States and prepare and file any required Electronic Export Information ("EEI"). The Buyer or its forwarding agent shall provide LegacyAA.com with a copy of this authorization if requested by LegacyAA.com pursuant to section 30.3(e)(2) (15 C.F.R. § 30.3(e)(2)).

FPPI agrees that neither LegacyAA.com nor the providers who sell vehicles through the LegacyAA.com's auction facilities will be the exporter under the Export Administration Regulations ("EAR") in such routed export transactions. The FPPI also acknowledges that vehicles purchased through the LegacyAA.com's auction facilities could, potentially, be subject to export licensing requirements. The FPPI agrees to undertake, with respect to vehicles purchased through the LegacyAA.com's auction facilities, the following responsibilities: (1) to determine any applicable export license requirements; (2) to obtain any required export license and/or any other required export authorization; (3) to carry out any customs formalities for the export of the vehicles; and (4) to authorize the U.S. Forwarding Agent, who will be the exporter for EAR purposes, to act on behalf of the FPPI in connection with the exportation of such vehicles and to prepare and file the EEI and any required export license applications.

17. Claim Indemnity. Dealer shall indemnify, defend and hold harmless LegacyAA.com, its parent company, subsidiaries, affiliates, directors, officers, agents, employees, representatives, and as necessary, other Dealers, from and against any liability, loss, damage, cost, expense, claim, suit or demand, including, without limitation, attorneys' fees and other legal costs, resulting from, arising out of or connected, directly or indirectly, with any claim of breach of warranty or by a breach by Dealer of any of these Terms and Conditions, including, but not limited to, all claims, allegations, and demands whatsoever challenging the validity of Seller's title or title documents.

18. Records/Compliance with Laws. Dealer will maintain complete and accurate records concerning all aspects of any Transaction. All business practices, acts and operations of Dealer in connection with the Auction will be in compliance with all applicable federal, state and local laws and regulations.

19. Representations Regarding Taxes. Dealer certifies that it holds the appropriate documentation issued by the sales tax authority of the state or province, or locality of its business, if necessary, which exempts Dealer from the payment of sales tax. In the event that the property is used for any purpose other than for resale, Dealer will pay directly to the proper taxing authorities such sale or use tax as may then accrue and be due and payable.

20. Transfer of Legal Ownership from Seller. Notwithstanding any language in these Terms and Conditions and subject to Seller’s obligations with respect to any arbitrated Vehicle, both parties have entered into an irrevocable contract of sale of a vehicle at the conclusion of the Auction sale, and Seller relinquishes legal ownership of the Vehicle at the earlier of Buyer taking possession of the Vehicle, regardless of whether title documents are provided to Buyer at that time.

21. Outside of Auction Sales. If Dealer has consigned a Vehicle for sale at the Auction and it sells outside of LegacyAA.com, it is Dealer’s sole responsibility to notify Auction promptly of the Vehicle’s prior sale and to request that the Vehicle be pulled from any Auction sale and on-line listing. If Seller fails to timely notify Auction, resulting in the Vehicle’s sale by LegacyAA.com (a “double sale”), Seller shall be solely responsible for a double sale fee along with any and all resulting losses from the double sale, including but not limited to all fees owing to LegacyAA.com arising from LegacyAA.com’s sale of the Vehicle (including buyer fees, off-site Vehicle sale proceeds if already paid and reasonable attorney fees), and all other incidental or consequential damages suffered by LegacyAA.com, Buyer.

22. Buyer Vehicle Condition Obligations. Based upon the delivery method of the Vehicle, the Buyer’s Vehicle condition obligations may vary. Such requirements are set forth on the chart below:

Delivery Method	Inspection to be Conducted by Buyer or Buyer’s Agent	Time of Inspection
Dealer Arranged Transportation	<ul style="list-style-type: none"> · Visual inspection for exterior damage and missing equipment 	<ul style="list-style-type: none"> · When Buyer’s Agent takes delivery of Vehicle from Grounding Location. · When Buyer takes delivery of Vehicle from carrier (“Delivery Time”)
Vehicle Driven or Towed	<ul style="list-style-type: none"> · Visual inspection for exterior damage and missing 	<ul style="list-style-type: none"> · Vehicle Pick Up Time

<p>by Buyer (Vehicle transported 50 miles or less), or Vehicle Not Driven</p>	<p>equipment</p> <ul style="list-style-type: none"> · Inspection of dash lights · Inspect to confirm odometer reading 	
<p>Vehicle Drive or Towed by Buyer (Vehicle transported more than 50 miles)</p>	<ul style="list-style-type: none"> · Visual inspection for exterior damage and missing equipment · Inspection for mechanical defects · Inspection of dash lights · Inspect to confirm odometer reading 	<ul style="list-style-type: none"> · Vehicle Pick Up Time

- If no Grounding Location Representative is present at Vehicle Pick Up Time, Buyer or Buyer’s Authorized Person must immediately contact LegacyAA.com to report discrepancies.

23. Price Boosting. Price boosting (aka “shilling”), or any other activity in which a Dealer on its own or in concert with others attempts to artificially inflate or decrease the selling price of a Vehicle, is strictly prohibited. Neither Dealer nor any of its Authorized Users, or agents may directly or indirectly bid on any Vehicles consigned by Dealer to the Auction for the purposes of attempting to increase the sale price. “Self dealing” at the auction is also strictly prohibited. For purpose of this Agreement, “self-dealing” means activities by any person or entity selling or purchasing at auction in which both the seller and buyer are the same or substantially-related entities, and/or share Authorized Representatives or principals, where the Auction determines in its sole discretion that the intent and/or the result of such dealing is an artificial manipulation of the auction process to create an unfair advantage or disadvantage or to impose undue risk upon the LegacyAA.com or others. Notwithstanding the prohibitions set forth in this section, Dealer understands that such activity by others is beyond the control of Auction, and Auction assumes no duty to prevent or discover such activity, and is not responsible to Buyer or Seller for such activity by third parties. In the event Dealer and/or its representatives are found to

be engaged in such activities, LegacyAA.com, in its sole discretion, may suspend or permanently revoke Dealer's purchasing/selling privileges in the Auction regardless of whether Dealer benefited from such activities.

24. Market Guide. Any and all materials contained in the LegacyAA.com's market guide are provided to Dealer and buyer as a courtesy for informational purposes only and are not intended to convey a warranty of any kind, express or implied, including warranty of merchantability or fitness for a particular purpose. Clerical errors by the Auction in such market guides shall not form the basis of any price adjustment or rescission of any sale unless the error is material, and subject to all other applicable arbitration guidelines. A clerical error, even if material, will not permit Buyer's arbitration or rescission on a vehicle sold "As Is", unless the error resulted in the exclusion or incorrect disclosure of information otherwise required to be made under applicable NAAA policy, and then only if brought to Auction's attention during the applicable arbitration period. Buyer acknowledges that any statement in a market guide or condition report prepared by Auction or any third-party describing the mechanical, structural, or cosmetic condition of any vehicle as "fair", "rough", "average", or similar description shall be deemed a matter of subjective opinion, offered as a guideline only, and not as an objective statement of fact.

25. Conducting Business. LegacyAA.com: (i) may rely and act upon any purported signature whether oral, written, or electronic and other communication in connection with the Auction purportedly sent by Dealer and/or any Authorized User or person purporting to be an agent or employee of Dealer, and (ii) has no obligation to scrutinize, inquire, or confirm any signature or communication with Dealer, any Authorized User or other person purporting to be an agent or employee of Dealer. LegacyAA.com may conduct business with Dealer through the (nonexclusive) use of electronic, computer, digital, or other paperless means, including the good faith reliance on electronic mail, facsimile transmittal, telephonic or other usual and regular forms of communication without confirmation or authentication of the communication by receipt of an original signature, document, paper or otherwise.

26. Governing Law, Jurisdiction and Venue. These Terms and Conditions, and any and all agreements or authorizations executed by Dealer, Authorized Representative, or LegacyAA.com in connection herewith shall be governed by and interpreted in accordance with the substantive laws of the State of California without resort to principles of conflicts of laws. By execution of these Terms and Conditions, Dealer submits to the personal exclusive jurisdiction of the courts of the State of California and to venue in the Circuit and Superior Courts of Sacramento County, California and the federal courts of the United States, sitting in California for the adjudication of any matters arising under or in connection with these Terms and Conditions and Auction Rules. Any action initiated by Dealer against

LegacyAA.com relating to these Terms and Conditions shall be filed and conducted in said Courts. LegacyAA.com may bring any suit against Dealer under or related to these Terms and Conditions in any Court of competent jurisdiction.

27. Miscellaneous. No waiver of the provisions hereof shall be effective unless in writing and signed by LegacyAA.com. If any term or section of these Terms and Conditions is held invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of these Terms and Conditions shall remain effective. These Terms and Conditions shall bind the respective heirs, executors, administrators, successors and assigns of Dealer and inure to the benefit of LegacyAA.com and its successors, assigns and subrogees.

1. **OTHER ONLINE AUCTION TRANSACTIONS**

1. Completion of Sale Transaction. Dealer will complete on-line sales of Vehicles, in accordance with these Terms and Conditions, including the following:

1. a. Buy Now. At Seller's option, Seller may assign a "fixed price" to any consigned Vehicle by which a potential Buyer will have the option to "Buy Now" at the stated price, without further competitive bidding. Seller's designation of a fixed price shall be deemed a binding offer to sell at that price, which a Buyer may accept by clicking on the appropriate on - screen button. Buyer's clicking on the button shall be deemed a binding acceptance of the sale at the designated fixed price. The fixed price designation may be withdrawn or modified by Seller at any time before a Buyer has indicated agreement to purchase the Vehicle at the fixed price. Once Seller has withdrawn or modified a fixed price, it is not required to accept any subsequent offer at the previously fixed price.
1. b. Place Bid Format. At Seller's option, it may designate the minimum price Seller will accept for the Vehicle (the "Reserve"), and/or may designate a minimum opening bid amount (the "Minimum Bid"). Reserve may be disclosed or undisclosed, at Seller's option. The winning bid shall be the highest bid at the time that the auction cycle for that Vehicle closes which meets or exceeds any Reserve. Seller may decrease or remove Reserve or Minimum Bids at any time before an auction cycle begins in the manner that is established in these Terms and Conditions. A Reserve or Minimum Bid cannot be increased once bidding on the Vehicle has started. Errors in Reserve or Minimum Bid may be corrected by withdrawing the Vehicle from sale and relisting. If the auction cycle closes

and the Vehicle fails to sell because no bids were received (a “No Sale”), Seller may remove or alter Reserves or Minimum Bids for subsequent Sales.

1. If Bid Process. From the opening of a given Sale until up to three hours after the close of such Sale (the “Resolve Time”), a

Seller may either:

1. lower the hidden Reserve for the Vehicle. If the hidden Reserve price is lowered to a price that is equal to or less than the amount bid as its Maximum Bid Amount (defined below) for that Vehicle, then the Seller will sell and such bidder will buy the Vehicle at such lowered Reserve price and such bidder is the highest bidder at the end of the auction, if the auction has closed. If the auction has not closed, the competitive bidding will continue and the Vehicle will be sold to the highest bidding dealer at the end of the auction.

1. submit, or direct LegacyAA.com in writing (including by e-mail) to communicate on Seller’s behalf a counteroffer (the “Seller’s Counteroffer Price”) to the bidder with the highest bid showing for the Vehicle. Buyer may accept the Seller’s Counteroffer Price (through the LegacyAA.com’s auction system or e-mail). Buyer and Seller agree that they will be bound by all acceptances communicated to the Auction during the Resolve Time. All unaccepted offers are deemed rescinded at the close of the Resolve Time. Buyer and Seller assume all risk of loss for any transaction not completed because of any failure in communication of offers and acceptance within the Resolve Time, regardless of cause.

1. d. Proxy Bidding.

1. In the event of an error in the Reserve, Vehicle must be withdrawn from the sale and relisted in a new sale.

2. Off-Site Vehicle Sales:

1. a. Approval. Pre-approved Dealers may offer off-site Vehicles for sale on the appropriate selling platform. The off-site Vehicle must at all times be under the lawful possession, custody and control of the Seller. When an off-site Vehicle is sold, Seller or Seller’s agent is required to retain the off-site Vehicle and all ownership documents in its custody and control until LegacyAA.com has confirmed it has received payment from the Buyer and the funds have cleared the Buyer’s bank.

3. Seller's Responsibility for Accuracy of Disclosures and Release of Vehicle Listing to Auction. A Seller may use a third party to prepare the vehicle detail page and list the Vehicle on Seller's behalf. The Seller remains responsible for the completeness and accuracy of the required disclosures regarding the Vehicle on the vehicle detail page.

III. OTHER LEGACYAA.COM SERVICES.

1. Dealer-Arranged Transportation. A Buyer may request that Dealer arrange transportation of a particular Vehicle on Buyer's behalf. Dealer provides this service for a fee and as a convenience for certain Buyers; however, Dealer does not warrant or otherwise endorse the services provided by the third party transportation company.
1. a. Authorization to Arrange Transportation. By selecting "Dealer-Arranged Transportation" for a specific Vehicle, Buyer authorizes and directs Dealer to arrange the transportation of such Vehicle on Buyer's behalf with a third party transportation company.
1. b. Payment of Fees Prior to Arrangement of Transportation. Buyer will pay Dealer the fee as applicable for the transportation of the Vehicle on or before the Payment Due Date. Transportation will not be arranged until Buyer has paid the Total Payment Amount, including all Fees, including transportation Fees to Dealer.
1. Risk of Loss. Risk of loss for a Vehicle remains with the Seller until the transportation company, arranged on Buyer's behalf or by Dealer as a convenience to Buyer, picks up the Vehicle from the grounding location (the "Dealer's Car Lot"), at which point the risk of loss for the Vehicle is transferred to the Buyer.
1. d. Transportation Damage Claim Initiation. Buyer is fully responsible for any damages and may initiate a claim for transportation damage on a Vehicle transported with the third party Transportation Company.
1. e. Indemnification. Buyer agrees to indemnify and hold harmless the com, its subsidiaries and other affiliates, and each of their officers, employees, and agents from any and all claims, expenses, losses and costs associated with any personal injury, property damage

or delay, that may occur and that relates in any way to the transportation of the Vehicle from the Dealer's Car Lot to the designated location by Buyer.

ACCEPTANCE

By accessing or using the LegacyAA.com, Dealer agrees to abide by all the terms and conditions set forth in these Terms and Conditions, including those available by hyperlink to other LegacyAA.com's web pages. These provisions include, among other things, payment deadlines, deadlines for delivery of title, listing requirements and purchase dispute guidelines. Please read these Terms and Conditions carefully before signing or clicking "I Accept", as applicable. By signing or clicking on "I Accept," Dealer agrees to these Terms of Conditions.