

**CARSOLVE, INC**  
**SELLER TERMS AND CONDITIONS**

By accessing the CarSolve, Inc. ("CarSolve", "we" or "us") automobile auctions through the CarSolve mobile application (the "App"), operated by CarSolve and its affiliates, you agree to be bound by these Terms and Conditions ("Terms and Conditions" or "Terms"). These Terms and Conditions govern your use of and access online auctions ("Auctions") made available on the App operated by CarSolve. As used in these Terms and Conditions, "Vehicle(s)" means all automobiles offered for sale at Auctions on the App. You expressly acknowledge and agree that "Vehicle(s)" does not mean or include, and CarSolve does not purport to facilitate the sale of, any cargo or items of personal property which may be contained in a Vehicle but are not fixed to the Vehicle. It is the sole responsibility of the Buyer of a Vehicle to take possession of the Vehicle and/or dispose of any such cargo or contents in accordance with applicable law. These Terms and Conditions are in addition to, and not in lieu of, any more specific agreements you may have or make with CarSolve. To the extent there is any conflict between these Terms and Conditions and other more specific agreements you have signed with CarSolve, those other more specific agreements will control. CarSolve may amend these Terms and Conditions any time by posting an amended version on the App, which will become effective on the date of posting.

Throughout these Terms, the words "you," "your," "Buyer", "Seller", "Dealer" refer to each user of the Service. "Dealer" refers to a pre-approved dealer as a Buyer of Vehicles. "Seller" means the seller of a Vehicle listed at an Auction on the App. "Buyer" means a Dealer purchasing a Vehicle listed at an Auction on the App.

The App provides an information service and auction site that brings together Buyers and Sellers. CarSolve is not a dealer and does not sell, exchange, or offer for sale interest in any Vehicle listed for sale or for auction on or through the App. CarSolve does not hold or possess title for any vehicle listed for sale or for Auction on the App, has not inspected any vehicle on the App, and does not hold in our legal possession any of the vehicles listed for Auction on the App. CarSolve is not a party to any vehicle sale contract between vehicle Buyers and Sellers that originates on or through the App, and CarSolve does not offer other ancillary products and services such as vehicle financing, service contracts, mechanical breakdown insurance, vehicle registration/titling, and vehicle transfer escrow services.

PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING THE AUCTIONS ON THE APP. BY ACCESSING OUR AUCTIONS, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN ALL RESPECTS.

**Listing Conditions and Vehicle Information**

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**Vehicle Information:**

At least seventy (72) hours prior to the commencement of the Auction, all applicable information related to the Vehicle ("Vehicle Information") must be uploaded by Seller to the App for review by CarSolve. "Vehicle Information" includes but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, equipment, mileage, odometer disclosures, vehicle identification number (e.g., "VIN," and serial number), title, repair cost, repair history, title history, and total loss history. Upon acceptance by CarSolve, the Vehicle Information will be uploaded to

the Auction platform and will be made available to Buyers at the commencement of the Auction. Seller is solely responsible for the accuracy and completeness of the Vehicle Information.

Seller Representations and Warranties Concerning Vehicle Information:

Seller represents and warrants that all Vehicle Information is current, true and accurate to the best of Seller's knowledge, and that Seller has taken reasonable action to assure the accuracy of all such Vehicle Information prior to uploading and including same in any Auction. CarSolve makes no representations or warranties concerning the accuracy of any Vehicle Information listed in any Auction regardless of whether any Vehicle Information was not accurately reported by Seller, or was not accurately listed in any Auction and it is up to Seller to correct any inaccuracies in any Auction listing for its Vehicle(s) and it is up to Buyer to verify any Vehicle Information prior to purchase.

Buyer's Certificate and Closing:

Upon receipt by CarSolve of the Processing Fee and the Referral Fee, Seller shall receive a certificate with Buyer's logo, disclosures and contact information (the "Buyer's Certificate"). It is then up to Buyer and Seller to make arrangements within a reasonable time for Seller to bring the Vehicle to Buyer for final inspection (during which Buyer may, but is not required, to confirm the material accuracy of the information provided by Seller at the auction concerning the Vehicle) and for Buyer and Seller to consummate the transaction via transfer of the Vehicle and title to Buyer and payment to Seller of the amount bid at auction.

CarSolve does not allow the cancellation of listings by the Buyer or Seller once the Auction goes live. Only in extreme cases where a Vehicle has suffered a significant change such as theft or damage will there be consideration. Please notify CarSolve if such an event occurs.

If a Buyer or Seller subverts the Auction by attempting to make a deal outside of the Auction, the applicable users will be banned from the App and shall be subject to Processing Fee or Referral Fee for such transaction(s), as the case may be, plus any applicable Additional Amounts.

Seller Obligations:

During the course of Seller's engagement with CarSolve, Seller agrees that CarSolve shall have the exclusive right to list the Seller's Vehicle for sale. Seller agrees not to advertise, list, post or otherwise transfer any rights to the Vehicle to any other party during the course of Seller's engagement with CarSolve. Seller must deliver the applicable Vehicle to the Buyer's facility within three (3) business days or on the date of agreed upon appointment as prompted through the CarSolve application. The Seller agrees to cooperate with Buyer and complete any and all necessary documents for the consummation of the Vehicle's purchase. In the event a Vehicle sustains damage, is involved in an accident (whether reported or otherwise), the vehicle has more than 150 additional miles on odometer from original reading when listed or a Vehicle's condition changes in any way prior to Seller's delivery to the Buyer's facility, Buyer may terminate the sale immediately ("Authorized Use"). Fees incurred by the seller will not be refunded as a course of this outcome.

### Personal Information:

CarSolve does not store or maintain any personally identifiable information (as defined under the Gramm-Leach-Bliley Act, the California Consumer Privacy Act, and/or laws and regulations that protect the privacy rights of individuals) or any similar personal data or consumer information that is subject to special treatment under any federal or state privacy or consumer protection Law (“Personal Data”), and neither Buyer, or Authorized Representatives may upload, store or maintain any Personal Data on a the App or otherwise transmit any Personal Data through CarSolve. You have and will retain sole responsibility for ensuring that no customer data constitutes or contains any Personal Data.

### Indemnification:

You shall defend, indemnify and hold harmless CarSolve, and its affiliates including without limitation CarSolve, and their respective officers, employees, directors, managers, shareholders, and agents (collectively, the “Indemnitees”), to the maximum extent permitted by law, from and against any losses, liens, damages, liabilities, costs, charges and expenses, arising from claims, actions and demands brought or asserted by a third party, incurred by each Indemnitee, in connection with (i) any Vehicle, including, but not limited to, the Auction, purchase or sale of any Vehicle, any matters relating to odometer mileage or odometer mileage statements, any damage or condition disclosures or lack thereof, and/or any damage caused by transporters or other agents of Buyer, (ii) your gross negligence, fraud or willful misconduct, (iii) your breach of these Terms and Conditions, and (iii) your violation of applicable law.

### General

#### Force Majeure:

CarSolve has no responsibility or liability for damage to consigned inventory or for any delay or failure by CarSolve to perform any services or other obligations hereunder as a result of any act of God, fire, flood or other weather-related event, earthquake, governmental or regulatory act, epidemic, pandemic, riot, insurrection, sabotage, war, terrorism, supply shortage, power outage or Internet failure, labor strike or work stoppage, or any other cause beyond CarSolve reasonable control (collectively “Force Majeure Events”).

#### Governing Law, Jurisdiction and Venue, and Severability:

These Terms and Conditions, including attachments, and all matters relating to these Terms and Conditions, shall be governed by, and construed in accordance with, the laws of the State of Washington (without giving effect to the choice of law principles thereof). Any action based on or arising out of these Terms and Conditions, or the Auctions shall be brought and maintained exclusively in any state or federal court, in each case located in the State of Washington. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim

that any such action has been brought in an inconvenient forum. If any provision of these Terms and Conditions is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

#### Electronic Signatures:

You acknowledge and agree that you and we may, from time to time, find it expedient to utilize electronic signature(s), acknowledgement(s), consent(s), "click-through(s)," or other approval(s), direct or indirect, for access to auctions, bills of sale, receipts, titles, and other documents or disclosures necessary or incidental to the transaction of business at CarSolve, whether online, in emails, at the check-in kiosk, on the auction block, at security, or otherwise, which makes your business with us easier, faster, and more efficient. To that end, you agree that any such forms of approval from you will be effective and binding upon you, in the same manner as a handwritten signature, where circumstances indicate your intent to be bound and/or we choose to rely on such approval(s), and may be documented by us, in our discretion, on paper or digital versions of such records, by printing your name, noting "signature on file," or using any other similar convention. Regardless of whether your consent or approval was given, or in what form, you agree that you will be deemed to have ratified any transaction with or through us that you do not dispute in writing within 24 hours of confirmation by CarSolve.

#### Communications:

Except where prohibited by law, you hereby expressly authorize us to communicate with you via email, landline or cell/mobile phone, including text messaging, using an automatic telephone dialing system or an artificial or prerecorded voice message, and/or any other forms of communication or technology now known or created in the future, for any purpose, including general business matters, account information, marketing materials, collection, and/or any other communication needs. Such express permission will extend to any and all of the contact information, including physical and email addresses, phone numbers, and to such other addresses, phone numbers, email addresses, online chat, social media platforms, etc. that you may provide to us, or that we may obtain from any third party at any time. You are not required to consent to receive marketing calls and texts to your cell phone and/or residential line using an automatic telephone dialing system or an artificial or prerecorded voice message from us as a condition of your access to CarSolve, and you may opt out of receiving such communications by adjusting your account settings at Dealers.CarSolve.com.

#### Dispute Resolution.

Any dispute, controversy or claim arising out of, relating to, or having any connection with these Terms and Conditions, or the breach, termination, enforcement, interpretation or validity of these Terms and Conditions, and any other applicable documents related to the transactions herein, including without limitation the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in Washington, unless the parties agree in writing on a different location. Regardless of the amount in controversy, the arbitration will be administered by AAA. In the event of a conflict between such rules and these Terms and Conditions, these Terms and Conditions will control.