



This user agreement, the documents set forth above, and any other services terms (collectively, the "Terms," this "Agreement," or the "User Agreement") describe the terms and conditions on which Lot Force LLC ("we" or "Lot Force") offers a user ("Customer" or "you" or "your") access to our Lot Vantage software. If you have a question about this Agreement, please contact us by sending email to [accounting@lotvantage.com](mailto:accounting@lotvantage.com).

## 1. Acceptance of Terms.

By using this website, Lot Vantage software or any Lot Force service you agree to the Terms. We may amend the Terms at any time. Subject to the 'Changes to Fees' Section, amended Terms will automatically be effective seven (7) days after we have posted the Amended Terms. Your continued use of our services will signify your acceptance of any amended Terms. If you do not agree to the changes, you may discontinue your registration by sending an email request to [service@lotvantage.com](mailto:service@lotvantage.com). The Terms may not be otherwise amended except in a writing signed by both parties. Throughout this Agreement, (i) the phrase "in our discretion" or "in its discretion" means in Lot Force's sole and arbitrary discretion and (ii) the term "including" means including without limitation. Lot Force reserves the right to reject this Agreement for any reason or no reason, prior to acceptance thereof by Lot Force. Activation of any service shall indicate Lot Force's acceptance of this Agreement, but does not obligate Lot Force to provide access to any or all services, such access to be provided at the sole discretion of Lot Force.

## 2. Eligibility; Registration.

### 2.1. Eligibility.

Use of our services is limited to parties that lawfully can enter into and form contracts under applicable law. Without limiting the foregoing, our services are not available to minors. Our services are not available to parties whose use of our services has been suspended or terminated.

### 2.2. Registration.

By accepting this Agreement, you represent that (a) you are eighteen (18) or older and, if applicable, (b) you are authorized to sign for and bind the corporation, partnership or other legal entity that will be using our services. Your "Registration" includes your personal or corporate information, Pay Pal billing information, Company logo, your administration login name, email address, and password, and any services and related fees you select.

## 3. Website and Services.

### 3.1. Right to Refuse Services.

Lot Force may refuse our services to anyone at any time, in our discretion. Lot Force reserves the right to discontinue, temporarily or permanently, any or all of our services to anyone at any time, with or without notice. Lot Force will refund you amounts it has charged you for each whole month of prepaid service for which Lot Force refused or discontinued services, as such amounts are determined by Lot

Force, only if (i) Lot Force exercises its right to refuse service or discontinue under this section, and (ii) you have prepaid for the refused or discontinued services. Lot Force shall not be liable to you or any third-party for any termination of your access to the Hosting Service except as set forth herein.

### 3.2. License.

You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in any information you provide us, in any media now known or not currently known, for the purpose of offering our services.

### 3.3. Privacy.

Lot Force will only use your information in accordance with our Privacy Policy. The Privacy Policy is part of this Agreement. Please note that when you voluntarily disclose personal information, that information may be collected and used by others.

### 3.4. Passwords and Security.

You will at all times maintain the confidentiality of your user names and passwords. If you are a corporation, partnership or other legal entity, you are responsible for all activity and all charges by such employees. If there is a breach of security through your account, you must immediately change your password and notify us at [service@lotvantage.com](mailto:service@lotvantage.com). You will be liable for any unauthorized use of our services until you notify us of the security breach.

### 3.5. Accurate and Complete Information.

You will provide to Lot Force only true, accurate, current and complete information, including, as applicable, your Pay Pal billing information, and will update that information to keep it true, accurate, current and complete. Lot Force, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

### 3.6. Post Sale Management.

You will use Lot Force's Lot Vantage software and tools solely for the purpose of listing and selling vehicles online. You will not use Lot Vantage software or tools or any other Lot Force service to send any (i) communications that include defamatory, libelous, unlawfully threatening or harassing statements or any material that would violate the letter or spirit of this Agreement, or (ii) unsolicited commercial email or 'spam.'

### 3.7. Limited Agency.

You authorize Lot Force to access third-party marketplaces with which you have usage agreements, on your behalf, to retrieve and post information and materials necessary to provide our services to you, and you hereby appoint Lot Force as your agent for this limited purpose. You permit Lot Force to use such retrieved information and materials to accomplish the foregoing, and to communicate with your customers on your behalf. You acknowledge that our services may or may not provide all the information and functionality that you could obtain directly from the marketplaces.

3.8. General Compliance with Laws. You will comply with all applicable laws, statutes, ordinances and regulations in your use of our services.

#### 4. Fees.

4.1. Generally, Lot Force will charge you fees in accordance with the Lot Force Fees Policy set forth at <http://www.lotvantage.com>. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our website and all applicable taxes.

#### 4.2. Changes to Fees.

Lot Force may change the Fees Policy effective seven days after those changes have been posted on our website and may add new fees effective immediately upon posting the new fees. We may change temporarily our fees for promotional events (for example, free listing days) and such changes are effective when we post the temporary promotional event on the announcements board. If you have prepaid for services, Lot Force will either maintain your existing service or refund your payment in accordance with section 3.1.

#### 4.3. Billing.

You will be required to provide Lot Force with either your credit card information or Pay Pal account information, or bank account information. You will be billed a monthly finance charge of the lower of 1.5% or the highest amount permitted by applicable law if your account becomes past due. At Lot Force's sole discretion, you may be billed via direct withdrawal from your bank account. Your account may be suspended for non-payment. You will reimburse Lot Force for any costs arising from initiation of collections activity. You may cancel your account by emailing us at [cancel@lotvantage.com](mailto:cancel@lotvantage.com) and completing the required cancellation documentation.

#### 4.4. Billing Cycles.

Your account will be billed and your credit card, Pay Pal or bank account will be debited for usage on the first day of each month. If your invoice is not paid within 5 days of the billing, Lot Force, in its sole discretion, will immediately terminate access to our web site and services.

#### 4.5. Discounts, Credits and Refunds.

Lot Force may, in its discretion, offer discounts, coupons or promotions that may reduce applicable fees. Users may request credits to their account by contacting Lot Force customer service. Credits will be granted in Lot Force's discretion. Any refunds will be made in credits to your Lot Force account. You will not be entitled to a refund in the event we cancel your services for a violation by you of these Terms and Conditions or if you have not used the services.

#### 4.6. Reconnection.

Lot Force reserves the right to charge a \$49.99 Reconnection fee as a result of your account being shut off after a 30 day non payment event.

### 5. Lot Force Content.

#### 5.1. Terms.

Content made available by Lot Force, including software (collectively, "Content") is the copyrighted work of Lot Force and/or its suppliers. Your use of the Content is governed by the terms of this agreement, if any, which accompanies or is included with the Content ("License Agreement"). You may not install or use any Content that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

## 5.2. License.

For any Content not accompanied by a license agreement, Lot Force grants you, the user, a personal, nontransferable license to use the Content for viewing and otherwise using the Lot Force website in accordance with these Terms of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices.

## 5.3. Intellectual Property.

All Content is owned by Lot Force and/or its suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Content is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limiting the foregoing, copying or reproduction of the Content to any other server or location for further reproduction or redistribution is expressly prohibited. The Content is warranted, if at all, only according to the terms of the license agreement -and is subject to the disclaimers of these Terms.

## 5.4. Export Control Laws.

You acknowledge that the Content, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Content, directly or indirectly, to any countries that are subject to USA export restrictions.

## 6. Copyright Policy.

### 6.1. Infringement.

Lot Force respects copyright law and expects our account holders to do the same. Unauthorized copying or distribution of copyrighted works is an infringement of the copyright holders' rights. In our discretion and in appropriate circumstances, Lot Force may terminate the accounts of users who infringe upon the copyright, or other intellectual property rights, of others.

### 6.2. Copyright Holders.

If you are a copyright holder who believes that Lot Force's Lot Vantage software or service is hosting infringing copies of your work, please let us know. Pursuant to 17 United States Code 512(c)(2) (Digital Millennium Copyright Act of 1998), our designated agent for notice of alleged copyright infringement appearing on our site is: Administrator Lot Force, Inc. Email Address: [accounting@lotvantage.com](mailto:accounting@lotvantage.com).

### 6.3. Notice of Infringement.

To file a notice of infringement with us, one needs to fulfill the requirements specified in Title II of the Digital Millennium Copyright Act of 1998. The information that you should provide to us includes the following: a) an electronic or physical signature of the copyright holder or a person authorized to act on behalf of the copyright holder; b) a description of the copyrighted work that is claimed to have been infringed; c) the location on our web site of the material that you claim to be infringing; d) your address, telephone number, and email address; e) a statement by you that you have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g. fair use); and f) a statement by you, made under penalty of perjury that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## 7. Indemnity and Disclaimer

### 7.1. Indemnity.

You will, at your own expense, indemnify, defend and hold Lot Force and our subsidiaries, affiliates, officers, directors, agents, and employees harmless from and against any loss, cost, damages, liability, or expense arising out of or relating to (a) a third-party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other content submitted by you to us; (b) any fraud, manipulation, or other breach of this Agreement by you; (c) any third-party claim, action or allegation brought against Lot Force arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any law or the rights of a third party; or (e) your use, or Lot Force's provision, of our services or use of your account by any third party. Lot Force will have the right to participate in its defense and hire counsel of its choice, at your expense. You will not settle any action or claims on Lot Force's behalf without the prior written consent of Lot Force.

### 7.2. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, THE LOT FORCE CONFIDENTIAL INFORMATION, LOT FORCE TRADEMARKS, LOT VANTAGE SOFTWARE, INCLUDING THE DATA CONTAINED THEREIN, ARE LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. Lot Force will not be liable for (i) any loss of business, profits or goodwill, loss of use or data, interruption of business or for any indirect, special, incidental or consequential damages of any character, (however arising, including negligence) arising out of or in connection with this agreement even if Lot Force is aware of the possibility of such damages, or (ii) any damages that result in any way from your use or inability to use Lot Force Lot Vantage software or services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Lot Force software or services. Lot Force does not warrant that Lot Vantage will meet Client's or its Dealer's requirements or that operation will be uninterrupted or error free. The basic and enhanced VIN data within Lot Vantage reasonably reflects the equipment and pricing information, which Lot Force regularly obtains. It is possible; however, that actual standard and optional equipment data and price may differ from that displayed in Lot Vantage. Lot Force assumes no responsibility for omissions or errors.

IN NO EVENT SHALL LOT FORCE'S TOTAL LIABILITY OF ANY KIND, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, EXCEED RESELLER'S TOTAL FEES PAID FOR ONE YEAR OF CONCURRENT SERVICE (SIX MONTHS PRIOR TO THE DATE OF ANY SUCH DAMAGES AWARD) AND WILL ONLY APPLY TO FEES PAID FOR RESELLER'S SPECIFIC DEALER(S), CUSTOMER(S), AND/OR ACCOUNT(S) THAT WERE DIRECTLY IMPACTED BY THE ALLEGED ISSUES CITED IN SAID DAMAGES AWARD. FURTHERMORE, RESELLER IS RESPONSIBLE FOR MONITORING THE QUALITY AND PERFORMANCE OF SERVICES RENDERED BY LOT FORCE ON BEHALF OF ITS DEALER(S), CUSTOMER(S) AND/OR ACCOUNT(S) AND AGREES TO PROMPTLY NOTIFY LOT FORCE VIA PHONE, EMAIL, OR WRITING WITHIN 30 DAYS OF AN ALLEGED INCIDENT OF ANY PERCEIVED ISSUE THAT DIRECTLY RESULTS FROM SAID SERVICES, SO THAT LOT FORCE MAY HAVE A REASONABLE OPPORTUNITY TO REMEDY ANY POTENTIAL SITUATION BEFORE FURTHER ESCALATION CAN OCCUR. LOT FORCE WILL NOT BE LIABLE FOR ANY PERCEIVED ISSUE NOT PROMPTLY BROUGHT TO LOT FORCE'S ATTENTION BY RESELLER WITHIN 30 DAYS OF THE INITIAL INCIDENT.

## 8. General.

8.1. Termination at Lot Force Discretion. In our discretion, we may immediately issue a warning, temporarily suspend, or terminate your registration, and delete information you have provided us if you breach any provision of this Agreement. This Section does not limit any other remedies that may be available to Lot Force.

## 8.2. Third Party Services.

Lot Force services rely in part on the proper functioning and interaction of third party websites, services and software with the Lot Force website and software. For example, our Customer Manager uses a third party to review emails for spam or viruses. Failure of, or changes to, or misconduct by such third parties or their websites, services or software may affect our provision of services. Auction Sound is not liable for any third party actions or omissions.

## 8.3. Third Party Agreements.

You will comply with the terms and conditions of all agreements you have with third parties, including providers of marketplaces, as such terms and conditions relate to use of our services including terms and conditions related to types of items that may be sold or restrictions on concurrent sales. Specifically, you will comply with the user agreements and/or terms and conditions as posted at <http://pages.ebay.com/help/policies/user-agreement.html> and <http://www.craigslist.org/about/terms.of.use>. and <http://www.backpage.com/classifieds/TermsOfUse>.

## 8.4. No Agency.

Except for the limited purpose stated in the 'Limited Agency' Section, you and Lot Force are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor franchisee relationship is intended or created by this Agreement.

## 8.5. Notices.

Except as explicitly stated otherwise, any notices will be given by email to [service@lotvantage.com](mailto:service@lotvantage.com) (in the case of Lot Force) or to the email address you provide to Lot Force during the registration process (in your case), or such other address as the party will specify. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Lot Force during the registration process. In such case, notice will be deemed given 3 days after the date of mailing.

## 8.6. Arbitration.

Any controversy or claim in any way arising out of or relating to this Agreement will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration will be conducted in Tampa, Florida and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Lot Force may seek any interim or preliminary relief from a court of competent jurisdiction in Florida necessary to protect the rights or property of you or Lot Force pending the completion of arbitration.

#### 8.7. Governing Law.

Florida law will govern this Agreement, except for the body of law relating to conflicts of law. Subject to the Arbitration Section, venue for any legal action will be the state courts of Hillsborough County, Florida, or the federal courts of the Middle District of Florida. The prevailing party in any litigation in connection with this Agreement will be entitled to recover from the other party its costs and reasonable attorneys' fees and other expenses.

#### 8.8. Waivers.

A party's failure to enforce any provision of this Agreement shall not be a waiver of the provision or the right to enforce it at a later time.

#### 8.9. Entire Agreement.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. You agree that you are not entering into this Agreement in reliance on any statements or representations other than those set forth herein. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced.

#### 8.10. Assignment.

This Agreement and your user names and passwords are not assignable, transferable or sub-licensable by you without Lot Force's prior written consent and any such conveyance will be null and void.

#### 8.11. Attorneys' Fees.

The prevailing party in any litigation in connection with this Agreement will be entitled to recover from the other party its costs and reasonable attorneys' fees and other expenses.

#### 8.12. Headings.

Should any term or condition be in conflict between this Agreement and any document incorporated by reference into this Agreement, the terms of this Agreement will control. The use of headings is for convenience and will not affect the interpretation of this Agreement.