

IAS Marketplace User Agreement

1. Overview

Welcome to the IAS Marketplace website (the "Site"). The Site provides various services and tools including without limitation, tools to assist Licensed Automotive Dealers ("Users") in finding and purchasing vehicles for sale by third parties (the "Sellers"), and services and tools to allow Sellers to post their inventory for sale in the Site (collectively, the "Services"). Any user who wishes to access the Site or use any Services must accept the terms and conditions of this User Agreement (the "Agreement"), without change, and agree to be bound by all terms and conditions of this Agreement and all policies and guidelines incorporated by reference. If you do not accept these terms, you are not authorized to use this Site. Please review the Agreement carefully before using the Site, as it sets out the rights and obligations of both you and Integrated Auction Solutions, LLC ("IAS") regarding your use of the Site. For purposes of this Agreement, "Site" includes all "Microsites," which are the individualized IAS Marketplaces that are dedicated to each subscribing IAS customer.

2. Eligibility

Use of the Site and the Services is limited to automotive dealers that have a valid dealer's license within the United States and abide by the rules and regulations of any applicable state laws. Dealers must also not be listed within the Auto Auction Insurance Agency "KO" book. Persons who have been temporarily or indefinitely suspended from IAS Marketplace may not use the Services or the Site.

3. Registration and Representation

Registration with the Site is required to use many of the Services, including without limitation listing vehicles for sale, requesting shipping quotes, sending messages to Sellers, and making offers. The registration process requires certain personal information such as your name, address, phone number and email address, along with other information that may be required from time to time. You agree: (a) to provide true, accurate, current and complete information about yourself as requested by IAS, the IAS Marketplace and/or by the registration forms; (b) to maintain and promptly update your account information to keep it true, accurate, current and complete; (c) not to misrepresent yourself as an IAS employee or agent or as other IAS Marketplace user or to access an account belonging to another user; (d) not to publish your contact information or that of other users in an online public area; (e) not to create more than one User Account; (f) that if we disable your User Account, you will not create another one without our permission; and (g) not to transfer your account to anyone without IAS's written permission. If you provide any false, inaccurate, outdated or incomplete contact information, IAS has the right to suspend or terminate your account, limit your account privileges, cancel all of your listings, remove your Seller status and refuse any and all current or future use of any of the Services. If you believe that an IAS Marketplace user is using false contact information, please report it using the "contact us" link at the bottom of the Site. You will contact IAS IMMEDIATELY if anyone representing your business becomes an unauthorized user. You will be held responsible for any transactions on your account up to the date you submit the user to be removed.

4. Using the Site and Services

IAS grants a limited license to each user to make use only of the Site and the Services in accordance with this Agreement. While using the Site and Services, (a) you agree not to violate any laws, our policies, third party rights or to use the Site for any illegal, malicious or unauthorized purpose; (b) you represent and warrant that you are not under the age of 18 and that you are able to form legally binding contracts; (c) you understand and agree that you cannot use the Site if you have been temporarily or indefinitely suspended from the Site; (d) you agree not to register with inaccurate, false, outdated or incomplete contact information; (e) you agree not to post inaccurate, false, misleading, hateful, offensive, pornographic, libelous or unlawful content; (f) you agree not to solicit, harass or impersonate IAS Marketplace users or access an account belonging to someone else; (g) you agree to treat users in a respectful, courteous and professional manner; (h) you agree not to distribute or post spam, unsolicited or bulk electronic communications; (i) you agree not to post and/or sell illegal, counterfeit or stolen items or items which violate this Agreement in any way; (j) you agree not to harvest, collect or obtain users' content or information or access the Site using manual or automated means including without limitation, robots, bots, spiders or scrapers without their consent and that of IAS; (k) you agree not to copy, modify or distribute content from the Site; (l) you agree not to transmit any worms, viruses, malware or other technologies of a destructive nature; (m) you agree not to modify, adapt or hack the Site or modify another website so as to falsely imply that it is associated with the Site; (n) you agree not to use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any user's use and enjoyment of the Site; (o) you agree and acknowledge that you bear sole responsibility for keeping your password secure and accept all responsibility for all activity related to your account; (p) you agree not to circumvent or manipulate our fee structure, the billing process, or fees owed to IAS; and (q) you agree to abide by our purchasing and Seller obligations and guidelines outlined in this Agreement.

5. Abuse, Misuse and Prohibited Activity

The Site and Services may only be used for lawful purposes and in a lawful manner. You agree: (a) to comply with all applicable laws, statutes and regulations regarding use of the Site and Services; (b) not to make offers or enter into any agreement under a false name, impersonate any participant, or use another participant's password(s); and (c) not to use automated software, manual processes, or other means to commit click fraud on advertisements and/or product listings. Without limiting other remedies, IAS or IAS Marketplace may immediately issue a warning, temporarily suspend, indefinitely suspend, remove and delete your listings, pursue legal remedies, terminate your access to the Site and refuse to provide our Services, and/or file a report with the appropriate authorities if: (i) you breach this Agreement or the documents it incorporates by reference; (ii) IAS believes that your actions may cause problems or legal liability for you, other IAS Marketplace users or IAS; (iii) IAS cannot confirm the validity of your account; or (iv) you infringe the intellectual property rights of any third party or IAS. Fraudulent conduct may be reported to law enforcement, and IAS will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

6. Purchasing Obligations and Guidelines

As a User, you agree: (a) not to bid, make offers, accept offers and/or purchase items by clicking the 'Buy Now' button or other button which performs the similar function on items without the bona fide intent to purchase; (b) that if the Seller accepts your offer, you are deemed to have purchased the item at the offered price; (c) that you are obligated to complete the transaction of a purchase by sending full payment to the Microsite that facilitated the transaction within three (3) days by the acceptable payment method posted in the listing details or by the payment method set up in your user profile; (d) that you will not try to solicit the Seller to purchase the vehicle outside of the Site and that you will not purchase any vehicles listed on the Site outside of the Site for any reason whatsoever; (e) that you will not send the Seller your contact information, and; (f) that you understand and agree that unpaid items will be recorded against your account. Excessive unpaid items on your account may result a in range of actions, including limits on buying and selling privileges or suspension of your account.

7. Seller Obligations and Guidelines

To post items for sale on a Microsite, you must agree to the terms set forth by the Microsite. If you do not, you may not list vehicles for sale and you are not authorized to be a Seller on the Site.

8. Fees

Registering on the Site is free. All purchases made on-line through a Microsite are subject to a buyer success fee of \$50.00 per vehicle (or more if expressed by the subscribing IAS customer), in addition to any other fees agreed upon between you and the subscribing IAS customer. We charge fees for certain Services such as selling items as well as additional fees for ancillary products like transportation. When you list a vehicle or use a service that has a fee, we provide you with the opportunity to review and accept the fees that you will be charged based on the Fees Schedule, which we may change from time to time. Any changes to the Fees Schedule will be pursuant to the terms of this Agreement. We may choose to temporarily change the fees for our services for promotional events or new services, and such changes are effective when we post the temporary promotional event or new service on the Site.

9. Content

You must exercise proper care and reasonable judgment in using the Site and Services. You are responsible for any information, material or content including without limitation data, text, information, software, photographs, videos, or any other materials whatsoever (the "Content") you place on or transmit to or through the Site or Services whether publicly posted or privately transmitted. By posting Content, you grant IAS and its subsidiaries and affiliates the world-wide, royalty free, irrevocable, non-exclusive, transferable and fully sub-licensable right and license (including but not limited to all copyright, trademark, publicity or database rights) to use, reproduce, publicly display, adapt, modify, copy, distribute, publish, translate, promote, perform, and create derivative works of any of your Content in any form, anywhere and for any purpose. Further, you represent and warrant that you own or otherwise control all rights to the Content and that public posting, use of the Content and the granting of the rights and license to IAS will not infringe upon or violate the rights of any third party. Digital content including, but not limited to, photos and videos must not contain embedded watermarks, company logos or signage, website URLs, time or date stamps, or copyrighted artwork. IAS is in no way responsible for any

subsequent use of the Content and you release IAS from any disputes or liability regarding such use.

While IAS reserves the right, but not the obligation, to review, edit, modify, restrict or remove such Content, IAS does not endorse, takes no responsibility and assumes no liability for any Content submitted or posted by you or any third party. Furthermore, IAS is not obligated to maintain a backup of any content and shall have no liability for failure to maintain such content or deletion of such content. In addition, we provide links to sites owned and operated by third parties, affiliated companies, businesses and others. We are not responsible for examining or evaluating these sites, and we do not warrant the offerings of any of these businesses or individuals or the content of their websites. IAS does not assume any responsibility or liability for the actions, products, and Content of such other sites or businesses or any other third parties. You should carefully review their privacy statements and other conditions of use. Further, these sites shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by IAS.

As permitted by applicable law, IAS has the right, but not the obligation, to monitor all Content and any activity on or associated with the Site. IAS may investigate any reported violation of this Agreement or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, and/or the removal of any Content on the Site. IAS reserves the right and has absolute discretion, to remove, filter or edit any Content that violates this Agreement or that IAS deems to be otherwise objectionable.

10. Prohibited and Restricted Items and Categories

IAS does not, under any circumstance, permit or condone the sale or shipment of prohibited and/or restricted goods and services on its Site. By visiting the Site and/or using its Services, you agree that you will not promote, distribute or publish in association or conjunction with this Site, any items and/or listings that may violate any law, regulation or Site policy. In its sole and absolute discretion, IAS reserves the right to, but has no obligation to, refuse, reject or remove any product or service listings that could be prohibited or restricted by the laws of Canada, the United States of America, or any international law. Violating any of these terms may be subject to a range of other actions, including, but not limited to, limitations to your buying and selling privileges, removal of your posted listings, removal of your verified Seller status and suspension or termination of your account. Both Users and Sellers of the Site are responsible for (a) knowing and complying with any applicable laws and regulations that pertain to the items for sale and the manner of sale; and (b) notifying and reporting to IAS any prohibited or restricted items or categories on the Site. We support efforts by law enforcement to investigate and prosecute users who violate this policy.

11. Access and Interference

You agree that you will not use any robot, spider, script, scraper or other automated or manual means to access the Site for any purpose including without limitation, to monitor or copy Content. Additionally, you agree that you will not: (a) take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute or publicly display any Content except

for your information; (c) interfere or attempt to interfere with the proper functioning of the Site and any Services or any activities conducted on the Site; or (d) use any device, software or routine to bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to IAS.

12. Copyright and Intellectual Property Infringement

All content included on the Site, such as, without limitation, text, graphics, logos, button icons, images, digital downloads, data compilations, and software, is the property of IAS, and where applicable, its content suppliers and protected by Canada, United States, and International copyright, trademark and other intellectual property laws. You shall have no right or license to download, reproduce, distribute, publish, modify, display, broadcast, hyperlink to or transmit in any manner or by any means or store in an information retrieval system any such content without IAS's and/or third party proprietor's prior written consent (as the case may be). All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

IAS respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright or trademark infringement, please provide notice to IAS as required in this Agreement and include: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or trademark interest; (b) a description of the copyrighted or trademarked work that you claim has been infringed upon; (c) a description of where the material that you claim is infringing is located on the Site, including the listing ID number, if applicable; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent, or the law; 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 or trademark owner or authorized to act on the copyright or trademark owner's behalf.

13. No Warranties

The Site, Services and all information, Content, materials, products and software whatsoever are provided on an "as is", "as available" basis, and without warranty of any kind. Your use of and reliance thereon are at your own and sole risk. IAS, its subsidiaries, officers, directors, employees and agents makes no other representations or warranties of any kind, express or implied, including without limitation, (a) the implied warranties of merchantability, safety, reliability, fitness for a particular purpose, title, and non-infringement of third-party intellectual property rights, quality, adequacy and accuracy; (b) that the Site or the Services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error; (c) the information, Content, materials or products included on the Site will be as represented by Sellers, available for sale at the time of offer, lawful to sell, contain correct pricing, or that certified merchants will perform as promised; (d) any implied warranty arising from course of dealing or usage of trade; and (e) information, materials and/or Services included on or otherwise made available to you through this Site, servers or subsidiaries, or email sent

from IAS Marketplace, are free of viruses or other harmful components. To the full extent permissible under applicable law, IAS disclaims any and all such warranties. No advice or information, whether oral or written, which you obtain from IAS Marketplace or through the use of Services shall create any warranty not expressly stated in this Agreement.

14. Limitation of Liability

The Site is a venue where users can buy or sell goods among themselves. Other than providing a venue, IAS does not get involved in the actual transaction between Users, Sellers and/or merchants and does not transfer legal ownership of items from the Sellers and/or merchants to Users. IAS has no control over and does not guarantee the authenticity, legality, quality, or safety of the items listed, the truth or accuracy of any listings, the ability of Sellers or merchants to sell and/or ship items, the ability of Users to pay for items, or that a buyer or Seller will actually complete a transaction or return an item. We cannot guarantee continuous operation or secure access to our Site and Services. We encourage you to communicate directly with potential trading partners through the tools available on the Site. In all cases, the transaction risk is borne by the transacting users themselves. You understand and agree that obtaining any goods or services through our Site is done at your own discretion and risk.

You will be solely responsible for any loss or damage resulting from any transaction and/or use of the Site or Services. Under no circumstance shall IAS be liable to you or anyone in any way for any loss of money, goodwill, reputation, or any special, indirect or consequential damages—whether such loss or damage arises under theory of contract, tort (including negligence), strict liability or otherwise—that arises out of or results from, directly or indirectly: (a) any use of or inability to use our Site and/or Services; (b) this Agreement; (c) any goods or services purchased or obtained through or using the Site and/or Services; (d) any messages sent or received using the Site and/or Services; (e) any user's actions or inactions regarding the Site and/or Services; (f) any transactions entered into through the Site and/or Services; or (g) any information, content, materials, products (including software), or Services included or otherwise made available to you through the Site. To the extent legally permitted, IAS excludes all implied warranties, terms and conditions. Some jurisdictions do not allow the disclaimer of warranties or exclusion of liabilities, so such disclaimers and exclusions may not apply to you. Regardless of the foregoing statement, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total amount you paid to us in the 12 months prior to the action giving rise to the liability, or (b) \$100. You agree that notwithstanding any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site and/or Services consistent with the terms of this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You acknowledge and agree that this Section is an essential and material term of this Agreement, and that without the provisions herein, this Agreement would not have been entered into by IAS.

15. Release

Because IAS is not the Seller in transactions between Users, Sellers and/or merchants using the Site, if a dispute arises between one or more participants, each of you release IAS and its affiliates,

agents, officers, directors, subsidiaries and employees, from all claims, demands, actions, causes of action, and damages (actual, special, indirect and/or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. You acknowledge and agree that this waiver is an essential and material term of this agreement, and that without such waiver, IAS would not have entered into this agreement.

16. [Applicable Law](#)

By visiting the Site, you agree that the laws of the State of Ohio, without giving effect to any principles of conflicts of laws, govern this Agreement and all of its terms and conditions, as well as any dispute of any sort that might arise between you and IAS. Subject to section 18 herein, the sole and exclusive jurisdiction and venue for any dispute under this Agreement or resulting from any use or inability to use the Site/and or Services shall be the appropriate court in the State of Ohio in Franklin County, or the United States District Court for the Southern District of Ohio. You also agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of, without limitation, our Site, Services, and your Listings and Content. Nothing in this Statement shall prevent us from complying with the law.

17. [Arbitration](#)

- a. Policies. IAS offers an arbitration policy which is designed to resolve disputes between Users and Sellers. Our process is designed to be impartial; it follows the National Auto Action Association's arbitration policy, which is incorporated into this User Agreement by reference and applies to all Users and Sellers, except that in the case of a conflict between the NAAA arbitration policy and this Agreement, the provisions of this Agreement instead apply.
- b. Other Requirements. Some sellers may offer their Vehicles online with additional arbitration requirements that exceed our arbitration policy. If there is an arbitration regarding a vehicle sold that has additional arbitration requirements, the arbitration requirements listed by the seller will prevail in the dispute.
- c. Seller Obligations. It is Seller's obligation to represent its vehicle and to correct any errors made regarding the condition of the vehicle as it is described on the Vehicle Description Page. Seller is responsible for the accuracy and completeness of all disclosures regardless of whether Seller has relied on third party resources (e.g., an inspection company, vehicle listing service, electronic data vehicle history report, etc).
- d. Buyer Obligations. When bidding on a vehicle, a potential buyer is responsible for reviewing all of the information on the Vehicle Description Page. By bidding on a vehicle, you acknowledges that you understand how to comprehend the information provided. It is also a potential buyer's responsibility to know the arbitration rules for the Vehicle(s) they are bidding on.

- e. Disclosure Standards by Vehicle Listing Category. It is the responsibility of the Seller to make sure the correct Vehicle Listing Category is selected and the vehicle meets the requirements of that category.
- f. Disclosure Conflicts. Information regarding the description, condition, recalls, or history of a vehicle may come from multiple sources, which occasionally may result in inconsistent or conflicting disclosure information.
- g. Arbitration Period. The arbitration periods established under our arbitration policy apply to all vehicles sold through an IAS Marketplace channel unless otherwise stated. The arbitration period may be longer if Buyer purchases a Post-Sale Inspection (See the terms and conditions of the relevant auction's PSI program for further details.) To preserve their arbitration rights. Users are strongly encouraged to be diligent in their inspection and research of vehicle purchases within the relevant arbitration period.
- h. Arbitration Process.
 - i. Payment. Initiating the arbitration process does not relieve a buyer of its payment obligations. Failure to pay may result in loss of arbitration rights and/or temporary or permanent suspension of auction privileges.
 - ii. Time Frame. The buyer must initiate the arbitration process within 24 hours of the vehicle arriving at the User's location if they use IAS Logistics to facilitate the vehicle transportation. If the buyer self-transport the vehicle they have 48 hours from the date of sale to initiate the arbitration process.
 - iii. Review of Claim. IAS will send the arbitration to the Microsite the transaction was initiated on and they will review only issues identified in the initial Claim. The Microsite will review the claim and render a decision.
 - iv. Decision. The Microsite will decide whether the arbitration is valid. The Microsite will facilitate the resolution between buyer and Seller. If agreement cannot be reached, IAS will decide the appropriate remedy, if any.
 - v. Remedy by Seller. Seller agrees to pay any agreed-upon dollar amount to the Microsite within 72 hours after the Microsite notifies buyer and Seller of Arbitrator's final decision. If Seller fails to pay the agreed-upon remedy within the time limit, the Microsite reserves the right to charge the Seller a late payment charge.
 - vi. Returns. If the remedy is that the sale should be cancelled and the vehicle returned, buyer will make the vehicle available and the Microsite will handle transportation back to the original pick-up location. The Seller is responsible for any and all transportation costs.

- i. Finality. The decision of the Microsite and/or IAS is final and binding on the buyer and Seller. By doing business with IAS, buyer and Seller hereby appoint the Microsite and/or IAS to serve as arbitrator and empower the arbitrator to render a final, binding decision in settlement of all Claims submitted for arbitration. IAS reserves the right to interpret, waive or vary any provision of these Policies if, in its sole discretion, IAS considers it fair and reasonable to do so under the circumstances.

18. Indemnity

You agree to defend, indemnify and hold IAS and our subsidiaries, parents, affiliates, officers, directors, agents, and employees harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) arising from or in connection with (a) your breach of this agreement, including the documents incorporated by reference; (b) your violation of any federal, provincial, state, foreign or international laws, codes or regulations; (c) your violation of any third party's rights, including, but not limited to, infringement of any copyright or trademark, violation of any proprietary right or invasion of any privacy right; (d) any claim, action, liability, loss, damage or suit arising from a violation by a user of any applicable prohibition or restriction on the sale, attempted sale, shipment of goods, provision of services, or use of this Site or any Seller's or Microsite website(s). This obligation will survive the termination of this agreement.

19. General Provisions

Entire Agreement: This Agreement and the general terms and conditions set forth on the Site constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, commitments, claims, representations and understandings of the parties in connection with the subject matter hereof.

Changes to Agreement: IAS may change this Agreement at any time by email notification to you and/or by posting a notice thereof on the IAS Marketplace Site consistent with the terms in the Agreement. Your continued access and use of the Site and Services after the notifications of modifications to this Agreement and/or any Additional Terms will signify your agreement and acceptance of the new terms. Any use by you of the IAS Marketplace Site or any Services after the effective date of such change shall be deemed to be continued acceptance of this Agreement including its amendments and modifications.

Notices and Communications: You consent to receive communications from us electronically. We will communicate with you by email and/or by posting notices on this Site. Any notice to be given to you under this Agreement will be sent by email to the most current email address in your User Account, and may include a posting on the Site. Notice shall be deemed received by you when we send the electronic communication and/or post the notice on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. For the purposes of notice to IAS, you may send notice by email to: support@IASMarketplace.com. We may also send newsletters and other promotion Content from the Site and/or from third parties from time to

time. If you do not wish to receive these mailings, you may opt out by unchecking the 'Receive Newsletter' option, or related option therein.

Severability: In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then that provision of this Agreement shall be deemed severable and the remaining provisions shall remain in full force and effect and shall not affect the validity and enforceability of any remaining provisions to the extent necessary to be reasonable under the circumstances and consistent with applicable law while reflecting as closely as possible the intent of the terms of this Agreement. You agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provisions.

Relationship of the Parties: IAS is not the agent, fiduciary, trustee or other representative of you, and you and IAS are independent entities. Nothing expressed or mentioned in or implied from this Agreement or from use of the Site and Services is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement and nothing expressed or mentioned in or implied from this Agreement or from use of the Site and Services will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between IAS and you. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of IAS and you.

Password Security: Your password may be used only by you to access the Site and to use the Services. You are solely responsible for maintaining the confidentiality and security of your password, account information and for restricting access to your computer. You may not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account. You understand and agree that you are solely and fully responsible for any use of or action taken under your account or password on this Site (including the actions of your agents, employees, or representatives), whether or not you authorized such activities. If your password is compromised you must change your password and notify IAS Marketplace Support.

Electronic Signature: You approve of the collective use of your User ID, password and/or email address or other account information by IAS as an electronic signature, a competent substitute to your handwritten signature as proved under applicable law. All instructions given, agreements made, or other acts taken under your User ID and password shall be given, made or taken, as the case may be and shall have the same legal effect, as if made or done in writing and signed by you.

Servers: You consent to having your personal data transferred to and processed in Canada and the United States.

Third-Party Beneficiaries: Our subscribing customers (*i.e.*, customers with Microsites) are third-party beneficiaries of this Agreement. At their election, and in their sole discretion, you agree that each of our subscribing customers may avail itself of any provision or protection in this Agreement, including, without limitation, the charging of a buyer success as set forth in Section 8 of this Agreement. However, this Agreement is a supplement to, and not a replacement for or modification of, any agreement that you may have with a Customer, or any policies and procedures of a Customer, as such Customers may amend from time to time.

No Waiver: IAS's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of IAS's right to subsequently enforce such provision or any other provisions of this Agreement.

Headings: The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. References to "us," "we," "its" and "our" means either Integrated Auction Solutions, LLC, or IAS Marketplace, as appropriate.

Assignment: You may not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent.

Feedback: We always appreciate your feedback or other suggestions you provide us regarding the Site and or Services. You agree that we may use them without any obligation to compensate you for them.

Termination and Account Closure: You may terminate this Agreement for any reason at any time upon notice to IAS, consistent with the terms of this Agreement. If you terminate your account, termination is effective one (1) business day after we receive such notice. IAS, in its sole and absolute discretion, reserves the right to suspend or terminate your account and/or discontinue your access to the Site or any Services at any time for any reason without prior notice to you, and any such discontinuance shall be considered a "termination" under this Agreement. Notices are pursuant to the terms set forth in this Agreement. You agree that upon any termination of this Agreement all outstanding balances due to IAS from you under this Agreement will be paid in full to IAS within thirty (30) days of the termination date of this Agreement. In all such cases, this Agreement shall terminate, provided that the following provisions shall survive termination of this Agreement: paragraphs 9 and 13 - 20.

Reservation of Rights: IAS retains the right, but does not have the obligation, to immediately halt any item sale or purchase, to cease and/or restrict any Services or access to the Site, suspend or terminate any user, remove, restrict, edit or modify any Content on the Site or take any other action, in its sole and absolute discretion. Furthermore, as permitted by applicable law, IAS also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with information requests, to allow users to resolve disputes, or to ensure the integrity and operation of our business and systems or other purposes deemed reasonable by IAS, IAS may access and disclose any information it considers necessary or appropriate, including, without limitation, user contact details, IP addressing and traffic information, usage history and posted content. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Force Majeure: Neither you or IAS shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond your or IAS' reasonable control.