

METRO AAX

Terms of Use Agreement and Registration Agreement

You agree that we may provide this Agreement to you via electronic mail with instructions related to how to use this product. You further agree that we may modify or change the terms and conditions of this Agreement, at any time and at our sole discretion, and that we may provide you with notices, including those regarding changes to the Agreement, by email, regular mail. Such modifications or changes shall be effective immediately upon delivery. By using the service after we have notified you of such modifications, alterations or updates, you agree to be bound by such revised terms. Please review the following terms carefully. If you do not agree to these terms, you should not review information or use the service.

1. **Overview of the Service; User Must be a Licensed Dealer.** Metro AAX (The Service) is an automobile marketplace that brings together licensed automobile dealers to buy and sell their vehicles. We allow licensed dealers to better leverage their opportunities by allowing them to post vehicle listings to reach Metro Auto Auction Exchange's extensive network of dealers. By using the Service, you represent and warrant that you are an automobile dealer duly licensed in the state in which you operate your business. If you are not a licensed dealer, please discontinue the use of the Service immediately.
2. **Vehicle Listing Terms.** By listing a vehicle, you agree that you have possession of the vehicle and the ability to transfer title to the potential buyer. Information about a particular vehicle is supplied by the seller and not by Metro AAX. Responsibility for the information contained in each listing lies with each seller. Each seller alone is responsible for the vehicle listing including the listing information, photos of the vehicle, and for the content of all communications between buyer and seller sent through the Service. We encourage every buyer to verify the information contained in any listing. The price and other terms of any sale may remain subject to direct negotiation between the buyer and the seller and any fees that the Auction Provider may impose. By using the Service, you acknowledge and agree that we are not a party to any transaction between any buyer and seller that originate from the Service. We reserve the right in our sole discretion to edit or delete any documents, information, or other content appearing on the Service. In certain instances, we may suspend or deny your access to the Service for any behavior that we deem harmful or threaten the integrity of the Service. *Transportation is always responsibility of the buyer.* Metro AAX is not liable for any transportation issues, concerns, logistics, fees, insurance, expenses, damages, acts of nature, or disputes.
3. **Representations and Warranties of Listings.** When listing a vehicle, you agree that you will not post or transmit: (a) any copyrighted material unless you own or control the copyright in and to such material; (b) material that is: knowingly false and/or defamatory, inaccurate, libelous, tortuous, abusive, vulgar, hateful, racist, bigoted, sexist, harassing, threatening, inflammatory, obscene, profane, sexually oriented, invasive of a person's privacy, or is otherwise objectionable or in violation of any applicable law, rule, or regulation; (c) material that violates or infringes the rights of any other party, including, without limitation, rights of privacy, rights of publicity, copyright, trademark, or other

intellectual property rights; (d) profanity in subject lines, messages, or signatures; (e) any material containing viruses, Trojan horses, worms, or any other disruptive or harmful component; (f) material that breaches another's privacy, i.e., containing phone numbers, addresses, or other personal information; (g) spam, including, but not limited to, junk mail, chain letters, unsolicited bulk email or duplicative messages, excessive cross-postings, and material that is unrelated to the forum in which it is posted; (h) material that contains advertisements or commercial solicitations; or (i) material discussing illegal activities or linking to web services that deal with such activities.

4. **Transactions Completed by Third-Party.** Once the parties agreed to the terms of the sale and purchase of a vehicle (each a "Transaction"), a third-party auction provider (the "Auction Provider") will work with both the buyer and seller to complete the Transaction and to provide related facilitation services, including but not limited to, title, funding and arbitration. You agree to reasonably cooperate with Auction Provider in consummating the Transaction. You further agree that you will be subject to any terms and conditions of the Auction Provider for completion of the Transaction and for any ancillary services you may elect to receive, including fees charged by the Auction Provider. You understand and agree that it is your responsibility for contracting directly with the Auction Provider to handle the closing of the Transaction. You further acknowledge and agree that Metro AAX is not an agent for either buyer or seller, nor is it processing the Transaction. In the event that a subsidiary, or related company of Metro AAX act as actual buyer, or seller of a particular vehicle, all terms and conditions apply herein. Rather, Metro AAX is solely providing the Service as an online marketing platform for buyer, seller, and the Auction Provider to connect with one another. You agree that in no event will Metro AAX be liable to you for the acts or omissions of buyer, seller, or the Auction Provider. You acknowledge that we may work with more than one Auction Provider and will use our reasonable discretion to place your potential Transactions with the Auction Provider best suited to fit the needs of the Transaction. You hereby authorize each Auction Provider to supply Metro AAX with all data related to each Transaction.
5. **Fees.** All fees to dealer that are related to Transactions will be charged and invoiced by the Auction Provider. Metro AAX will work with the Auction Provider to determine the Auction Provider's fees and will use commercially reasonable efforts to accurately inform you of the fees you can expect to pay to the Auction Provider that completes the Transaction.
6. **Electronic Communications.** By using the Service, you consent to receive communications from us via telephone, facsimile, or electronically. We may also communicate with you by posting notices on the Service. You agree that any and all communications that we provide to you electronically constitutes a writing to the maximum extent of the law.
7. **Limitation and Disclaimer of Express and Implied Warranties.**
8. YOUR USE OF THE SERVICE IS "AS-IS", "AS-AVAILABLE", AND "WITH ALL FAULTS." UNLESS AS OTHERWISE EXPRESSLY PROVIDED HEREIN, WE DO

NOT MAKE ANY EXPRESS WARRANTIES OR CONDITIONS FOR THE SERVICE OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH AND DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, ALL TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF ANY VEHICLE INFORMATION. YOU AGREE TO HOLD HARMLESS AND FULLY INDEMNIFY BERKSHIRE-HATHAWAY AUTOMOTIVE, METRO AUTO AUCTION, AND ANY OF ITS SUBSIDIARIES. ALL DISPUTES RELATING TO THIS SERVICE SHALL BE A DISPUTE BETWEEN YOU OR YOUR COMPANY AND METRO AAX.

OUR LIABILITY TO YOU, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, WILL BE SOLELY LIMITED TO YOUR DIRECT DAMAGES AND, IN NO EVENT, SHALL OUR LIABILITY EXCEED THE FEE WE RECEIVED FOR A TRANSACTION, IF ANY. IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, EVEN IF WE HAVE BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO YOU IN YOUR JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **Advertisements/Third-Party Links.** Parts of the Service may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Service, queries made through the Service or other information. The manner, mode and extent of advertising by us on the Service are subject to change without specific notice to you. In consideration for us granting you access to and use of the Service, you agree that we may place such advertising on the Service. The Service may also contain links to other web services that are not under our control and we are not responsible for and make no representations, warranties or conditions concerning the contents of any linked service or

any link contained in a linked service. It is your responsibility to verify any information contained within the links before relying on it. Also, the information contained in the links may be changed or updated at any time without notice. We provide links to you only as a convenience and the inclusion of any link does not imply endorsement, investigation or verification by us of the linked service. Your use of the linked services may be subject to terms and conditions contained in these web services, which you should locate and review.

10. **Choice of Law, Venue**. We are a Texas limited liability company and are a licensed motor vehicle dealer in the State of Texas. You acknowledge and agree that for purposes of any Transaction, any services provided herein, including the provision of the Service, are deemed to be performed or provided in the State of Texas and will be construed according to the laws of the State of Texas without giving effect to principles of conflicts of these laws. You agree that all complaints, disputes, disagreements, or actions relating to this Service or a specific Transaction shall be brought exclusively in the State of Texas or federal court.

Registering Dealership Name

Authorized Dealership Signature

Date

(UCM/UCD) Dealer contact cell phone

Dealer contact email

Dealership Auction Access #

Dealership website address

Title Mailing method

Please choose one of the following methods of mailing vehicle titles transacted via METRO AAX.

_____ Hold titles (Titles will be held at auction pending pick up by one of your authorized reps)

_____ Overnight to be billed to buyer or seller
Method Of Shipping (circle) FEDEX, UPS, DHL
Your shipping Account Number_____

***** titles will only be released to authorized representatives on the registration form or agents listed on your Auction Access*****

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