

Platform Terms of Use

SIA Marketplace

Last updated October __, 2026

IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY – THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE WAIVERS OF RIGHTS AND LIMITATIONS OF LIABILITY. UNLESS YOU OPT OUT IN ACCORDANCE WITH THE OPT OUT PROCEDURES DESCRIBED BELOW, YOU WILL BE BOUND BY THESE TERMS.

These terms and conditions (“Terms”) govern access to and use of the SIA Marketplace and any related websites, applications, software, tools, features, and services controlled by Superior Integrated Auctions, LLC (“Company”) that reference these Terms (collectively, the “Services”). The Services include marketplace software that enables authorized Sellers to post vehicles for auction or other sale and enables authorized Buyers to view listings, place bids or offers, and purchase vehicles. By accessing or using any portion of the Services or registering for an account, you agree to these Terms and to the collection, use, sharing, disclosure, and other practices described in the Company’s privacy policy available at <https://www.jdpower.com/privacy>. If you access or use the Services on behalf of a business, you represent and warrant that you have authority to bind that business to these Terms.

Company provides the technology platform through which authorized Sellers may list vehicles for auction or other sale and authorized Buyers may place bids, make offers, and purchase listed vehicles. Company provides the marketplace software and related Services but, unless expressly stated otherwise, does not own the listed vehicles, act as the Seller or Buyer, or become a party to transactions between Users.

By visiting the SIA Marketplace website located at <https://superiorintegratedauctions.com/> (the “Site”), accessing any page of the Site, registering for an account, or using any Services, you acknowledge that you have read and understand these Terms and agree to be bound by them. These Terms form a binding agreement between you and Company regardless of whether you complete the registration process or create an account. If you do not agree to these Terms, do not access or use the Site or Services.

In some instances, both these Terms and separate terms independently agreed to with Company (which may be online or offline) or found elsewhere on the Services will apply to your use of the Services (“Additional Terms”). For example, if you are an employee or representative of a business using a business-to-business focused product, your employer may have a separate agreement with Company governing the use of that product. To the extent there is a conflict between these Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise.

1. Eligibility

- A. Use of the Site and the Services is limited to authorized users and auto dealers that have a valid dealer’s license within the United States and abide by the rules and regulations of all Applicable Laws.
- B. The Site provides software, tools, and related Services that enable authorized purchasers (“Buyers”) to locate, evaluate, bid on, make offers for, and purchase vehicles listed by third parties (“Sellers”). The Services also enable Sellers to post vehicle inventory for auction or other sale through the Site

or through a seller-specific site created using the Services (a “Microsite”). Buyers and Sellers are referred to collectively as “Users” or “you.”

2. Account Registration

- A. You must register to use certain Services, including listing vehicles, requesting shipping quotes, messaging Sellers, and making offers. Registration requires that you be 18 years old and that you provide your name, address, phone number, email address, and any other requested information. When registering an account, you agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update this information to keep it true, accurate, current, and complete; (iii) protect and prevent unauthorized access to your account; (iv) not transfer or share your account with any third party, (v) not impersonate a Company employee, agent, or another User, or access another user’s account, (vi) not publicly post your or another user’s contact information; (vii) not create another User Account without our permission if your account is disabled; and (viii) immediately notify Company of any suspected or actual unauthorized use of your account or breach of security.
- B. You must promptly notify Company if any individual associated with your business is no longer authorized to access or use your account. You are responsible for all activity conducted through your account by your employees, agents, and representatives until you request removal of the applicable user’s access. Company is not liable for loss or damage arising from your failure to maintain appropriate account access or to provide timely notice under this paragraph.
- C. You agree that use of your User ID, password, email address, or other account credentials to access the Services or take an action through your account constitutes your electronic signature to the extent permitted by applicable law. Instructions given, agreements accepted, bids or offers submitted, and other actions taken through your account will have the same legal effect as if made in writing and signed by you.
- D. 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. 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 Company Support. If you believe your Username and password have been compromised or used to access the Services without your authorization, you must change your password and please contact Company through the “contact us” link at the bottom of the Site.

3. Using the Site and Services

- A. Company hereby grants you a limited, non-exclusive, non-transferable, non-assignable, personal, revocable license to access and use the Services under the Terms described in this Agreement and only for your business use. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Company’s Content or third-party content; and (ii) may be suspended or terminated for any reason, in Company’s sole discretion, and without advance notice or liability. Your unauthorized use of Company’s Content or other third-party content may

violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in the suspension or termination of this Agreement, your personal liability for infringement, false advertising, unfair competition, including potential criminal liability, and may subject you to monetary fines, penalties and/or damages.

- B. When using the Site or Services, you agree to: (i) use the Site only for lawful purposes and in a lawful manner; (ii) comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply; (iii) comply with our policies, the obligations and guidelines in this Agreement, including Section 4 below; and any third-party rights; and (iv) interact with users respectfully, courteously, and professionally.
- C. Company may, in its sole and absolute discretion and without prior notice or liability: (a) halt any sale or purchase; (b) suspend, terminate, or restrict access to the Site or any Services; (c) suspend or terminate the availability of the Site, Services, Company Content, or other content, in whole or in part, for any or all Users; (d) remove, restrict, edit, or modify any Content; or (e) take any other action Company deems appropriate. To the extent permitted by applicable law, Company may report suspected violations of law or regulation to law enforcement authorities, regulators, or other third parties. Company may also access and disclose information it deems necessary or appropriate—including User contact information, IP addresses, traffic data, usage history, and posted Content—to respond to information requests, facilitate dispute resolution, protect the integrity and operation of its business and systems, or for any other reasonable purpose.
- D. If you suspect any false contact information, please contact Company through the “contact us” link at the bottom of the Site.
- E. Termination.
 - i. You may terminate this Agreement at any time and for any reason by notifying Company in accordance with this Agreement. Account termination becomes effective one (1) business day after Company receives your notice.
 - ii. Company may, in its sole and absolute discretion and without prior notice, suspend or terminate your account, limit account privileges, cancel listings, revoke Seller or Buyer status, or discontinue or deny access to the Site or any Services if you violate these Terms or applicable law, infringe another person’s rights, provide contact information that is false, inaccurate, outdated, or incomplete, or for any other reason. Any such discontinuance will constitute termination under this Agreement.
 - iii. Upon suspension or termination of your access to the Services, or upon notice from Company, all rights and licenses granted to you under these Terms will cease immediately, and you must immediately discontinue all use of the Services, Company Content, and other Content. You must pay all outstanding amounts owed to Company within thirty (30) days after the termination date and will not be entitled to any refund. Company also reserves the right to terminate any other account that you create or have created.

4. User Obligations and Guidelines

- A. Buyer: As a Buyer, you agree that: (i) you will place a bid, make an offer, accept an offer, or use “Buy Now” or a similar feature only if you genuinely intend and are able to purchase the listed vehicle; (ii)

when your bid or offer is accepted, or when you use a purchase feature that completes a sale, you are obligated to purchase the vehicle at the applicable price and pay the full amount to the Seller or Microsite that facilitated the transaction within three (3) days using a payment method specified in the listing or your User profile; (iii) you will not solicit or complete outside the Site any transaction for a vehicle listed on the Site; (iv) you will not provide a Seller with contact information except through functionality expressly authorized by Company; and (v) Company may record an unpaid item against your account, and repeated or material payment failures may result in restrictions on your buying or selling privileges or suspension or termination of your account.

- B. Seller: To list items for sale on the Site or a Microsite, you must accept its applicable terms. If you do not accept those terms, you may not list vehicles or act as a Seller on the Site.
- C. Users: Users of the Site are responsible for: (i) knowing and complying with any applicable laws and regulations that pertain to the items for sale and the manner of sale; and (ii) notifying and reporting to Company 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.

5. User Content

- A. You must use reasonable care and judgment when accessing the Site and Services. You are solely responsible for all data, text, software, photographs, videos, and other materials you publicly post or privately transmit through the Site or Services (collectively, "User Content"). By posting User Content, you grant Company and its subsidiaries and affiliates a worldwide, royalty-free, irrevocable, nonexclusive, transferable, and fully sublicensable license—including all applicable copyright, trademark, publicity, and database rights—to use, reproduce, display, adapt, modify, copy, distribute, publish, translate, promote, perform, and create derivative works from that User Content in any form, anywhere, for any purpose.
- B. You represent and warrant that you own or control all rights in the User Content and that its posting and use, and the license granted to Company, do not infringe or violate any third-party rights. Digital User Content, including photos and videos, must not contain embedded watermarks, company logos or signage, website URLs, time or date stamps, or copyrighted artwork. Company is not responsible for any subsequent use of the User Content, and you release Company from all related disputes and liability.
- C. Company may, but is not obligated to, review, edit, restrict, or remove User Content. Company does not endorse or assume responsibility for User Content posted or submitted by you or any third party, has no obligation to back it up, and is not liable for its loss or deletion. The Site may link to third-party websites, including those operated by affiliates or other businesses. Company does not review, endorse, verify, or make representations or warranties regarding those websites, their content or offerings, or their operators' actions or products. Company is not responsible or liable for any information, content, products, technologies, or services available through third-party websites, or for any results arising from their use. You access and interact with third-party websites at your own risk and should review the terms and policies applicable to each website.
- D. To the extent permitted by law, Company may, but is not required to, monitor User Content and activity on or associated with the Site. Company may investigate reported violations of this Agreement or other complaints and take any action it considers appropriate, including issuing warnings, suspending or terminating Services, and removing User Content. Company may, in its sole

discretion, remove, filter, or edit User Content that violates this Agreement or that it otherwise considers objectionable.

- E. **Prohibited and Restricted Items and Categories.** Company prohibits the sale or shipment of prohibited or restricted goods and services through the Site. By accessing the Site or using the Services, you agree not to promote, distribute, publish, or list any item or service in connection with the Site that violates applicable law, regulation, or Site policy. Company may, in its sole discretion and without obligation, refuse, reject, or remove any listing that may be prohibited or restricted under the laws of Canada, the United States, or any other applicable jurisdiction. Violations may result in actions including restrictions on buying or selling privileges, removal of listings or verified Seller status, and suspension or termination of your account.

6. Ownership and Restrictions

- A. Except as expressly permitted under these Terms or with Company's prior written authorization, you may access and use Company Content only through the Site and Services and only for your internal business purposes related to authorized marketplace activity.
- B. Except for User Content, the Site, Services, and all content and materials made available by or on behalf of Company through them—including text, graphics, logos, button icons, images, digital downloads, data compilations, software, patents, design rights, copyrights, trademarks, service marks, database rights, trade secrets, know-how, and derivative works—are owned by or licensed to Company or its affiliates or applicable content suppliers and are protected by United States, Canadian, and other applicable intellectual property laws (collectively, "Company Content"). Except as expressly permitted by these Terms, you may not download, reproduce, distribute, publish, modify, create derivative works from, display, broadcast, hyperlink to, transmit, or store any Company Content without the prior written consent of Company and, where applicable, the relevant third-party owner. You must comply with reasonable requests by Company to protect its proprietary interests in Company Content. All rights not expressly granted under these Terms are reserved.
- C. Unless expressly authorized by Company, you may not use any trademark, trade name or service mark that you access through the Site with any product or service that is not provided by Company, or in any manner that is likely to cause confusion among customers, or that might disparage or discredit Company and/or its licensors and affiliates.
- D. Company 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 Company 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.
- E. User will not:

- i. use the Services for any purpose that is prohibited by any law or regulation, that is harmful, offensive, sexually explicit, obscene, violent, threatening, abusive, falsely representative of your persona, invasive of someone else's privacy, or otherwise objectionable to Company, or to:
- ii. use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, harvest, or monitor any portion of the Services, any data or content found on or accessed through the Services, Site, User Content, or any other Service information without prior express written consent of Company;
- iii. violate any measure employed to limit or prevent access to the Services or its content;
- iv. post or sell illegal, counterfeit, stolen, or otherwise prohibited items;
- v. violate the security of the Services or attempt to gain unauthorized access to the Services, data, materials, information, computer systems or networks connected to any server associated with the Services, through hacking, password mining or any other means;
- vi. solicit or impersonate any User, person or entity, or falsely state or otherwise represent an affiliation with a User, person or entity; or access another person's account or passwords, or enter into any agreement under a false name;
- vii. interfere with, attempt to interfere with or otherwise disrupt the proper working of the Services, any activities conducted on or through the Services or any servers or networks connected to the Services, including accessing any data, content or other information prior to the time that it is intended to be available to the public on the Services;
- viii. take or attempt any action that, in the sole discretion of Company, imposes or may impose an unreasonable or disproportionately large load or burden on the Services or the infrastructure of the Services or otherwise damage, disable, overburden, or impair the Site;
- ix. use any device, software, or routine to bypass our robot exclusion headers or any other measure used to disguise the origin of any content or prevent or restrict access to the Site;
- x. disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- xi. use the Services to stalk, intimidate or harass another;
- xii. distribute spam or unsolicited or bulk electronic communications;
- xiii. use the Services for any political purpose or commercial purpose not explicitly authorized by Company;
- xiv. copy, reproduce, modify, create derivative works from, distribute, or publicly display any Site content or Content, except for your personal informational use;
- xv. infringe any intellectual property right, right of privacy, right of publicity or other right of any third party;
- xvi. use the Services, Company Content or other content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you;
- xvii. use any Company Content or other content or any other data or content found on or accessed through the Services to train, improve, directly or indirectly, any artificial intelligence or model or product (including a deep learning or machine learning model or product);
- xviii. commit click fraud on advertisements or product listings through automated software, manual processes, or other means;
- xix. use the Site while temporarily or indefinitely suspended;
- xx. circumvent or manipulate our fee structure, billing process, or amounts owed to Company; or
- xxi. otherwise violate these Terms.

F. Without limiting its other remedies, Company may immediately warn you, suspend or terminate your Site access, remove or delete your listings, refuse Services, pursue legal remedies, or report you to the appropriate authorities if: (i) you breach this Agreement or any incorporated document; (ii) Company believes your conduct may create problems or legal liability for Company, you, or other

Site users; (iii) Company cannot verify your account; or (iv) you infringe Company's or a third party's intellectual property rights. Company may report suspected fraud to law enforcement and cooperate in prosecuting violators to the fullest extent permitted by law.

7. Disclaimer of Representations and Warranties

ALL THE INFORMATION CONTAINED IN THE SITE, SERVICES, INCLUDING ALL INFORMATION, CONTENT, PRODUCTS, SOFTWARE AND MATERIALS IS PROVIDED "AS IS," "AS AVAILABLE" WITHOUT ANY WARRANTIES OR GUARANTEES OF ANY KIND. RELIANCE ON SUCH IS AT YOUR OWN RISK. NEITHER COMPANY NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS OR THEIR THIRD PARTY LICENSORS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE ANY GUARANTEES 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 TIMELY, 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; (E) ANY MATERIAL THAT CAN BE ACCESSED (VIA A DIRECT OR INDIRECT HYPERLINK OR OTHERWISE) THROUGH THE SERVICES; AND (F) INFORMATION, MATERIALS AND/OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, SERVERS, OR EMAIL SENT FROM COMPANY MARKETPLACE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY SHALL NOT BE LIABLE TO THE USER OR ANYONE ELSE FOR ANY INACCURACY, DELAY, INTERRUPTION IN SERVICE, ERROR OR OMISSION, REGARDLESS OF CAUSE, OR FOR ANY DAMAGES RESULTING THEREFROM. BY ACCESSING OR USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM COMPANY INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

8. Indemnity

You agree to indemnify, defend, and hold harmless the Company Parties from and against any and all claims, liabilities, losses, judgments, awards, fines, penalties, costs, and/or expenses of any kind, including but not limited to reasonable attorneys' fees and court costs, arising out of, resulting from, or caused, either directly or indirectly, by: (i) your breach, alleged breach, or violation of these Terms; (ii) any transaction conducted through and your use of, participation in, and/or access to the Site, Microsite, and Services; (iii) your User Content; (iv) Other Content entered into the Services with the use of your screen name or password; (v) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (vi) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (vii) your use of a third party website; (viii) any misrepresentation made by you; or (ix) 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). Company reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Company's defense of any claim. You will not in any event settle any claim without the Company's prior written consent.

This provision does not require you to indemnify Company for any unconscionable commercial practice by Company or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

9. Limitation of Liability

THE SITE IS A TECHNOLOGY PLATFORM THROUGH WHICH USERS MAY OFFER, AUCTION, BUY, AND SELL VEHICLES DIRECTLY TO AND FROM ONE ANOTHER. COMPANY PROVIDES AND OPERATES THE MARKETPLACE SOFTWARE AND RELATED SERVICES, BUT, UNLESS EXPRESSLY STATED OTHERWISE, COMPANY IS NOT THE SELLER, BUYER, AUCTIONEER OF RECORD, OR OWNER OF ANY LISTED VEHICLE; DOES NOT TAKE OR TRANSFER LEGAL TITLE TO ANY LISTED VEHICLE; AND IS NOT A PARTY TO ANY TRANSACTION BETWEEN USERS, SELLERS, OR MERCHANTS. COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING: (A) THE AUTHENTICITY, LEGALITY, QUALITY, CONDITION, OR SAFETY OF ANY LISTED VEHICLE; (B) THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY LISTING; (C) THE ABILITY OF ANY SELLER OR MERCHANT TO SELL OR DELIVER A VEHICLE; (D) THE ABILITY OF ANY USER TO PAY FOR A VEHICLE; OR (E) THE COMPLETION, CANCELLATION, OR UNWINDING OF ANY TRANSACTION. COMPANY FURTHER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE SITE OR SERVICES WILL OPERATE WITHOUT INTERRUPTION OR THAT ACCESS WILL BE SECURE. USERS SHOULD COMMUNICATE WITH PROSPECTIVE TRANSACTION COUNTERPARTIES THROUGH THE TOOLS PROVIDED ON THE SITE. EACH USER ASSUMES ALL RISKS ARISING OUT OF OR RELATING TO THAT USER'S TRANSACTIONS. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACQUISITION OF ANY VEHICLE, GOODS, OR SERVICES THROUGH THE SITE IS UNDERTAKEN SOLELY AT YOUR OWN DISCRETION AND RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF PROFITS, DATA, USE, TIME, BUSINESS, OR GOODWILL, ARISING OUT OF OR RELATING TO: (A) THE SITE OR SERVICES; (B) THESE TERMS; OR (C) YOUR USE OR MISUSE OF THE SITE, SERVICES, OR ANY CONTENT AVAILABLE THROUGH THEM, REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE AND REGARDLESS OF THE FORM OF ACTION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF COMPANY AND ITS THIRD-PARTY LICENSORS FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SITE, SERVICES, OR THESE TERMS WILL NOT EXCEED THE TOTAL AMOUNT YOU PAID TO COMPANY FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM COMPANY'S INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

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.

10. Waiver of Injunctive or Other Equitable Relief

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU SHALL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, COMPANY CONTENT, OTHER CONTENT, PRODUCT, SERVICE, OR

INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY COMPANY OR A LICENSOR OF COMPANY.

11. Governing Law

This Agreement will be interpreted, governed and enforced in accordance with substantive and procedural laws of the State of Michigan, without regard to the choice of law or conflicts of law provisions. Any dispute that arises under or relates to this Agreement (whether in contract, tort or both) commenced by either party shall be resolved in state or federal court in Michigan, and the parties hereby expressly and irrevocably waive any jurisdictional and/or right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

12. Notices and Communications

- A. Except as otherwise set forth herein or as required by Applicable Laws, all notices to be sent or provided to Company should: (i) be correctly addressed to the address below, and shall be sufficiently delivered if delivered (a) by Federal Express, Express Mail, or other nationally or internationally recognized overnight courier service (in which case notice shall be effective one (1) business day following dispatch), or (b) by certified mail, return receipt requested, postage prepaid (in which case notice shall be effective six (6) days following deposit in mail); or (ii) be sent via email to the email address below.

Superior Integrated Auctions, LLC
320 E. Big Beaver Road, Suite 500
Troy, MI 48083
support@superior-ia.com

Cc:
Attn: Legal Department
Email: legal@jdpa.com

- B. Except as otherwise required by Applicable Laws, you agree that Company may provide notices to you: (i) via the e-mail address provided by you to Company (in which case notice shall be effective one (1) day following the date the e-mail was sent, provided that Company did not receive an error message stating that delivery of the e-mail was delayed, that the e-mail address was invalid, or that the e-mail otherwise could not be delivered); (ii) by certified mail, return receipt requested, postage prepaid, addressed to the address provided by you to Company (in which case notice shall be effective six (6) days following deposit in the mail); or (iii) by posting notices on the Site and/or Services.
- C. Company Marketplace Notifications.
- i. Marketplace notifications provide timely information about activity associated with your account, including bids, offers, purchases, and other transaction-related events.
 - ii. You can cancel the SMS service at any time by unchecking the notification in your login profile or by contacting us at support@superior-ia.com
 - iii. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at support@superior-ia.com or (855) 999-0303.

- iv. Carriers are not liable for delayed or undelivered messages.
- v. As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
- vi. If you have any questions regarding privacy, please read our privacy policy: <https://www.jdpower.com/privacy>

13. Updates to Terms

Company reserves the right, at any time in Company's sole discretion, to modify or replace any part of these Terms, without prior notice. You agree that Company may notify you of any updated Terms by posting them on the Site and/or Services so that they are accessible via a link from the home page, and/or to send you an e-mail to the last e-mail address you provided to Company. All such changes are effective immediately when Company posts them, or such later date as may be specified in the notice of updated Terms. If you object to any such changes, your sole recourse is to cease using the Site and the Services.

14. General Provisions

- A. Consent or Approval. No Company consent or approval may be deemed to have been granted by Company without being in writing and signed by an officer of Company.
- B. Survival. Any provision of these Terms that by its nature should survive termination or expiration will survive, including provisions concerning ownership and restrictions, User Content, third-party websites, disclaimers of representations and warranties, indemnification, limitations of liability, waiver of injunctive or other equitable relief, governing law, notices, and the General Provisions.
- C. Severability; Interpretation; Assignment. If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Company may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Company.
- D. Complete Agreement; No Waiver. These Terms constitute the complete agreement between you and Company regarding the Site and Services and supersede all prior or contemporaneous agreements, representations, warranties, assurances, and discussions concerning their subject matter, except for any applicable Additional Terms. Except as expressly provided in these Terms: (i) no failure or delay by either party in exercising any right, power, or remedy will operate as a waiver of that or any other right, power, or remedy; and (ii) no waiver or modification of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is asserted.
- E. International Issues. Company controls and operates the Services from the U.S., and Company makes no representation that the Services is appropriate or available for use beyond the U.S. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not

apply to these Terms or to any sale of goods carried out as a result of your use of the Services. Software related to or made available by the Services may be subject to export controls of the U.S., and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

- F. Investigations; Cooperation with Law Enforcement. Company reserves the right to investigate and prosecute any suspected breaches of these Terms or the Service. Company may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.
- G. Relationship of the Parties: Company is not the agent, fiduciary, trustee or other representative of you, and you and Company 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 Company 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 Company and you.
- H. Servers: You consent to having your personal data transferred to and processed in Canada and the United States.
- I. 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.
- J. Force Majeure. Any delay or failure of either party to perform its obligations will be excused for the period of, and to the extent caused by, an event or occurrence beyond the reasonable control of such party. A "force majeure" event may include, but is not limited to, earthquake, fire, storm or other natural disaster, act of God, civil disturbance, communication line failures and data availability interruptions not the fault of the affected party, changes in law which adversely impact the provision of Services, act of terrorism, or war. The affected party will give written notice of such delay or failure to perform to the other party within seven (7) days of the force majeure event.