Terms of Use

1. **Agreement**. Regal Automotive Group is a service Auction Solutions, Inc ("Regal Automotive Group") and you are contracting with Regal Automotive Group when entering into this Regal Automotive Group User Agreement ("User Agreement"). By using Regal Automotive Group (including http://RegalAutomotiveGroup.com and its related sites, services, applications, and tools), you (the "User") agree to the following terms and the general principles for the sites of our subsidiaries and affiliates. This User Agreement is effective upon acceptance. You accept this User Agreement by clicking the **Submit**button when registering for an Regal Automotive Group account; accessing or using Regal Automotive Group sites, services, applications, and tools; or as otherwise indicated on a specific site, service, application, or tool.

Please be advised: This User Agreement contains provisions that govern how claims you and we have against each other are resolved (see Disclaimer of Warranties; Limitation of Liability and Legal Disputes Sections below). It also contains a forum selection clause, which will, with limited exception, subject you to personal jurisdiction, and require you to submit claims you have against us, in a state or federal court located in Philadelphia County, Pennsylvania. By accepting this User Agreement (1) you will only be permitted to pursue claims against Regal Automotive Group on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

2. **Scope**. Before you may become a member of Regal Automotive Group, you must read and accept all of the terms in, and incorporated in, this User Agreement and the Regal Automotive Group Privacy Policy (the "Privacy Policy"). We strongly recommend that, as you read this User Agreement, you also access and read the Privacy Policy, Regal Automotive Group Auction Policy ("Auction Policy"), Regal Automotive Group Fee Schedule ("Fee Schedule"), and any other policies and guidelines, available at http://Regal Automotive Group/. By accepting this User Agreement, you agree that this User Agreement and the Privacy Policy will apply whenever you use Regal Automotive Group sites, services, or applications, or when you use the tools that are made available to interact with Regal Automotive Group sites and services. Some Regal Automotive Group sites, services, applications, and tools may have additional or other terms, agreements, or policies that govern their availability and use. Your use of and access to such sites, services, applications, and tools are subject to any and all terms, agreements, or policies applicable to them.

3. **To register as an Regal Automotive Group Member ("Member") you must be 18 years of age or older and meet all requirements imposed by federal, state, and local government laws and regulations. In addition, only legal entities and individuals that meet the following criteria are permitted to**

use http://Regal Automotive Group and Regal Automotive Group services: (a) you must be able to form legally binding contracts under applicable law; (b) if you are registering as a company or other legal entity, you must be an authorized employee of that legal entity; and (c) you must meet the membership criteria for Regal Automotive Group

4. **Membership Types and Registration**. To bid on a vehicle you must be an Regal Automotive Group member. To submit bids using Regal Automotive Group, you must complete the buyer registration form, pay any applicable registration fees, as set forth in the Fee Schedule, and submit proof of identity (such as a valid driver's license), copies of current licenses and/or registrations, and completed sales tax exemption certificates to Regal Automotive Group. Licenses must be renewed and submitted to Regal Automotive Group prior to expiration to maintain active buyer status. **It is your sole obligation to maintain all requisite license(s) and registration(s) required for the purchase of salvage vehicles, and to update your sales tax exemption certificate.** Failure to maintain the appropriate license(s), registration(s), and/or certificate(s) may result in suspension or termination of your Regal Automotive Group membership.

Registration fees are subject to change. Regal Automotive Group may amend its Fee Schedule from time to time, and changes shall be effective after we provide you with at one (1) business day's notice by posting the changes on http://Regal Automotive Group/.

5. **Membership Renewal**. Your Regal Automotive Group membership must be renewed annually by verifying the accuracy of your current member information on file, submitting copies of updated license(s) and/or registration(s) and completed sales tax exemption certificates, and paying any applicable registration fee.

6. **Fees and Services**. You will be charged an Regal Automotive Group buyer fee for each vehicle purchased using Regal Automotive Group. The fees we charge for using our services are listed on our Fee Schedule, which we may amend from time to time. Changes to the Fee Schedule are effective after we provide you with at least one (1) business day's notice by posting the changes on http://Regal Automotive Group/. Sellers may charge additional fees for purchased vehicles, such as storage fees and Advance Fees (as described in the Auction Policy), that are not listed in our Fee Schedule. **It is your sole responsibility to verify any such fees with the seller prior to purchasing a vehicle or incurring such charges.** Regal Automotive Group has no control over seller fees, however failure to pay required seller fees may result in suspension or termination of your Regal Automotive Group account.

Unless otherwise stated, all fees are quoted in United States Dollars. You are responsible for paying all fees and applicable taxes associated with Regal Automotive Group sites, services, applications, and tools with a valid payment method by the payment due date. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other

payment methods on file with us, retaining collection agencies and legal counsel, and for accounts over 180 days past due, deducting the amount owed from your PayPal account balance). In addition, we may suspend or restrict you from using Regal Automotive Group sites, services, applications, and tools until full payment is made, and you will be required to pay a reinstatement fee (the "Reinstatement Fee") if you wish to continue to use Regal Automotive Group, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information Regal Automotive Group reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at: info@Regal Automotive Group.net . If you wish to dispute the information a collection agency reported to a credit bureau regarding your Regal Automotive Group account, you must contact the collection agency directly.

7. **Account Responsibility**. Upon registration, you will receive an Regal Automotive Group Online Bidding Login ID ("Login") and a default password ("Password"). You are responsible for changing the default Password for your Login and maintaining the confidentiality of your Password. You are fully responsible for all bids placed with your Login and for any and all charges which may accrue to your account. You agree your Login will only be used by or disclosed by you to other duly authorized employees and/or agents on your account. Payment responsibility remains with you for all bids placed by you and/or your authorized bidder(s). You agree to immediately notify Regal Automotive Group of any unauthorized use of your Login or any other potential or actual breach of system security. You agree to exit from the system at the end of each session to minimize the possibility of an unauthorized person using your Login. Your Login and account cannot be transferred or assigned to any other person or entity.

8. **Access and Interference**. iBidSmart's website contains robot exclusion headers. Information on our sites is subject to constant updates and changes. Much of the information on the sites is also proprietary or is licensed to Regal Automotive Group by our users or third parties. You agree that you will not use any robot, spider, scraper, or other automated means to access our sites for any purpose without our express handwritten permission.

Additionally, you agree that you will not: • take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; • copy, reproduce, reverse engineer, modify, create derivative works from, distribute, or publicly display any content (except for your information) from our sites, services, applications, or tools without the prior express written permission of Regal Automotive Group or Regal Automotive Group and the appropriate third party, as applicable; • interfere or attempt to interfere with the proper working of our sites, services, applications, or tools, or any activities conducted on or with our sites, services, applications, or tools;

or • bypass our robot exclusion headers or other measures we may use to prevent or restrict access to our sites.

9. **Account Suspension or Termination**. We reserve the right to choose not to deal with any user for any reason (or for no reason whatsoever). Without limiting that right, Regal Automotive Group or Regal Automotive Group may immediately suspend (either for a set period of time or indefinitely) or terminate your right to access or use Regal Automotive Group: (a) if you breach any provision of this User Agreement, (b) if you fail to pay the fees applicable to your use of Regal Automotive Group in a timely manner, (c) if we are unable to verify or authenticate any information that you provide to us, (d) if we believe that your actions may result in legal liability for you, for any of our other customers (including, without limitation, other users of Regal Automotive Group or sellers displaying their inventory on Regal Automotive Group), or (e) for any other reason.

10. **Disclaimer of Warranties**. We try to keep Regal Automotive Group and its sites, services, applications, and tools safe, secure, and functioning properly. You acknowledge that Regal Automotive Group cannot guarantee the continuous operation of or access to Regal Automotive Group sites, services, applications, or tools. You further acknowledge that operation of and access to Regal Automotive Group sites, services, applications, or tools may be interfered with as a result of technical issues or numerous factors outside of our control. Bid updates and other notification functionality in Regal Automotive Group applications may not occur in real time. Such functionality is subject to delays including, without limitation, delays, or latency due to your physical location or your wireless data service provider's network. You agree that you are making use of Regal Automotive Group sites, services, applications, and tools at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the extent permitted by applicable law, Regal Automotive Group is not liable, and you agree not to hold Regal Automotive Group responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: • Your use of or your inability to use our sites, services, applications, and tools; • Delays or disruptions in our sites, services, applications, and tools; • Viruses or other malicious software obtained by accessing our sites, services, applications, and tools or any site linked to our sites, services, applications, and tools; • Glitches, bugs, errors, or inaccuracies of any kind in our sites, services, applications, and tools or in the information and graphics obtained from them; • Damage to your hardware device(s) or loss of data that results from the use of our sites, services, applications, and tools; • The content, actions, or inactions of third parties, including items listed using our sites, services, applications, or tools, feedback provided by third parties, or the destruction of allegedly fake items; • A suspension or other action taken with

respect to your account; • Regal Automotive Group' decision to end or remove a listing(s); • Your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies; Regal Automotive Group reserves the right to modify its policies and this User Agreement at any time consistent with the provisions outlined herein. This the provisions of this section shall also apply to the benefit of any of iBidSmart's parent, affiliates or subsidiaries. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

11. **Not an Auctioneer or Auction Firm**. . You acknowledge that Regal Automotive Group is not a traditional auctioneer. Instead, Regal Automotive Group provides a venue to allow sellers to offer and buyers to purchase salvage vehicles. Regal Automotive Group is not involved in the actual transaction between buyers and sellers. We do not transfer legal ownership of items from the seller to the buyer. Any general shipping or other guidance we provide in our sites, services, applications, or tools is solely informational and you may choose not to follow such guidance at any time. We do not warrant or guarantee that any particular results will be achieved from following guidance we provide (e.g. that a particular shipping option is the least expensive, etc.). Regal Automotive Group HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE EXISTENCE, QUALITY, SAFETY, OR LEGALITY OF ITEMS ADVERTISED; THE TRUTH OR ACCURACY OF USERS' CONTENT OR LISTINGS; THE ABILITY OF SELLERS TO SELL ITEMS; THE ABILITY OF BUYERS TO PAY FOR ITEMS; OR THAT A BUYER OR SELLER WILL ACTUALLY COMPLETE A TRANSACTION.

12. **Limitation of Liability**. REGARDLESS OF THE PREVIOUS PARAGRAPHS, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE PRICE THE ITEM SOLD ON Regal Automotive Group (INCLUDING ANY APPLICABLE SALES TAX), (B) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES, WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (C) $500.

13. **Indemnification**. You agree to indemnify, defend, and hold harmless Regal Automotive Group, its directors, officers, employees, representatives, agents, parents, subsidiaries, partners, and affiliates ("Regal Automotive Group Indemnitees") from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by you arising from or related to: (1) your breach of this User Agreement, (2) your violation of any law or the rights of a third party, (3) your subsequent sales or transfers of vehicles to third parties, and (4) claims made against Regal Automotive Group Indemnitees by your agents, employees, or customers. Regal Automotive Group INDEMNITEES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM

OR CONNECTED WITH Regal Automotive Group, INCLUDING BUT NOT LIMITED TO, YOUR USE OF Regal Automotive Group OR YOUR INABILITY TO USE Regal Automotive Group, EVEN IF Regal Automotive Group HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

USERS WHO ARE CALIFORNIA RESIDENTS WAIVE CALIFORNIA CIVIL CODE §1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

14. **Release**. If you have a dispute with one or more users, you release Regal Automotive Group (and our parents, affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

15. **No Agency**. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this User Agreement.

16. **Prices and Availability; Regal Automotive Group Right to Cancel; Seller Right to Cancel**. You acknowledge prices and availability of vehicles, descriptions of which are provided on this site, may change without notice to you at any time pursuant to the sole discretion of Regal Automotive Group or the seller. The seller reserves the right to postpone or cancel any auction or sale of any vehicle, withdraw a vehicle, or refuse or cancel any offer placed on any vehicle for any reason in the seller's sole and absolute discretion. Regal Automotive Group reserves the right to refuse or cancel any offer placed for any vehicle listed on Regal Automotive Group for any reason in iBidSmart's sole and absolute discretion, whether or not such offer has been accepted and/or you provided the necessary payment. If you have completed your payment and your offer is refused or cancelled, your payment will be refunded to you in a timely manner, subject to the provisions set forth in this User Agreement and the Fee Schedule regarding unpaid fees and the application of payments. Regal Automotive Group shall have no liability or obligation to you whatsoever as a result of any vehicle withdrawal, or sale cancellation or postponement.

17. **Import/Export Issues**. It is your responsibility to comply with customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.

18. **Vehicle Descriptions**. All descriptions, pictures and other representations of vehicles listed on Regal Automotive Group are provided by sellers. Such vehicle descriptions, pictures and other representations may

vary by seller and by vehicle, and may contain inaccuracies and/or errors. NONE OF Regal Automotive Group OR ITS PARENTS OR AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION. Regal Automotive Group AND ITS PARENTS AND AFFILIATES EXPRESSLY DISCLAIM THE ACCURACY
AND/OR COMPLETENESS OF ANY AND ALL INFORMATION PROVIDED TO YOU BY ANY SELLER OR OTHERWISE REGARDING ANY VEHICLE, WHETHER PROVIDED IN WRITTEN, VERBAL, OR DIGITAL IMAGE FORM ("VEHICLE INFORMATION"). Vehicle Information provided on Regal Automotive Group is for convenience only. You shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through Regal Automotive Group. Vehicle Information includes but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, vehicle identification number ("VIN"), title, repair history, title history, and total loss history. You are responsible for reading the full item listing, including any instructions the seller provides, before making a bid or commitment to buy.

19. **Vehicle Condition and History Disclaimer**. Regal Automotive Group provides a venue through which others may sell and purchase vehicles. Regal Automotive Group has no ownership interest in the vehicles offered for sale using its internet auction platform. All vehicles sold through Regal Automotive Group are sold "AS-IS WHERE-IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY BY Regal Automotive Group OR Regal Automotive Group. All representations and warranties, if any, are solely from the seller. It is your sole responsibility to verify any such representations and warranties with the seller prior to purchasing a vehicle.

Regal Automotive Group AND ITS PARENTS AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES REGARDING VEHICLES SOLD USING Regal Automotive Group does not guarantee keys are available for any vehicle sold through Regal Automotive Group regardless of whether keys are present in online vehicle images, or were present in the vehicle prior to the time of purchase. Certain jurisdictions permit vehicles to be sold with missing VIN plates, and as a result none of Regal Automotive Group or its parents, affiliates or subsidiaries guarantee that vehicles are equipped with any or all VIN plates. None of Regal Automotive Group or its parents, affiliates or subsidiaries guarantee that vehicles meet or can be modified to meet local emission and/or safety requirements. It is your sole responsibility to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all information regarding the type, condition, status, and history of vehicles prior to bidding on them.

20. **Vehicle Pickup; Forfeiture of Right to Purchase**. You must pick up your vehicle by the end of the first business day following the day of sale (the "Pick-Up Period"). For example, if you purchase

a vehicle on Monday, you must pay for the vehicle by the end of the business day on Tuesday. If you purchase a vehicle on Friday, you must pay for the vehicle by the end of the business day on Monday. If you fail to pick up your vehicle within the Pick-Up Period, your Regal Automotive Group account will be suspended and you will be required to pay a Reinstatement Fee, as set out in the Regal Automotive Group Fee Schedule, as may incur storage fees from the seller.

YOU ACKNOWLEDGE AND AGREE THAT FAILURE TO PICK UP A VEHICLE BY THE END OF THE THIRD BUSINESS DAY FOLLOWING THE DAY OF SALE SHALL RESULT IN SUSPENSION OF YOUR Regal Automotive Group ACCOUNT, FORFEITURE OF YOUR RIGHT TO PURCHASE THE VEHICLE, AND RE-LISTING OF THE VEHICLE FOR SALE BY THE SELLER WITHOUT ANY FURTHER REIMBURSEMENT TO YOU. IN ADDITION, Regal Automotive Group MAY CHARGE YOU A FORFEIT FEE AND/OR RELISTING FEE OF ONE THOUSAND DOLLARS ($1,000.00) OR FIFTEEN PERCENT (15%) OF YOUR WINNING BID AMOUNT, WHICHEVER IS GREATER, FOR ANY VEHICLE THAT IS NOT PICKED UP WITHIN THE PICK-UP PERIOD. As with all other fees, the Forfeit Fee is subject to change. Please view the Fee Schedule for current Forfeit Fees.

Failure to pay any forfeit, relist, or other fees may result in immediate suspension of your Regal Automotive Group account and/or additional action against you to collect such fees. You are responsible for any and all collection costs, including attorney and court fees. If you wish to reinstate your Regal Automotive Group account after suspension you will be required to pay a reinstatement fee (the "Reinstatement Fee"). Please review the Fee Schedule for current Reinstatement Fees.

21. **Reneging**. IN THE EVENT YOUR BID IS ACCEPTED AND YOU FAIL TO SUBMIT PAYMENT FOR A VEHICLE BY THE END OF THE FIRST BUSIESS DAY FOLLOWING THE SALE, I.E. RENEGE, YOUR Regal Automotive Group ACCOUNT WILL BE SUSPENDED AND YOU AGREE TO PAY TO Regal Automotive Group A "RENEGE FEE" OF **ONE THOUSAND DOLLARS ($1000.00) OR FIFTEEN PERCENT (15%) OF YOUR WINNING BID AMOUNT, WHICHEVER IS GREATER.**

If you wish to reinstate your Regal Automotive Group account after suspension you will be required to pay a Reinstatement Fee (the "Reinstatement Fee"). As with all other fees, the Renege Fee and Reinstatement Fee are subject to change. Please view the Fee Schedule for current Fees.

You acknowledge and agree that you are responsible for any and all collection costs, including attorney's fees and court costs. Any Regal Automotive Group member who reneges on more than one vehicle shall have their Regal Automotive Group account terminated.

22. **Regal Automotive Group Not a Bailee. Risk of Loss**. Regal Automotive Group urges you to pick up and take possession of the vehicles as soon as possible after you purchase and pay for the vehicle. YOU TAKE FULL RESPONSIBILITY AND ASSUME ALL RISK OF LOSS OR DAMAGE FOR ALL VEHICLES

PURCHASED FROM THE TIME YOUR BID IS ACCEPTED. AT NO TIME IS Regal Automotive Group OR ITS PARENT OR AFFILIATES SERVING AS A BAILEE. Regal Automotive Group AND ITS RESPECTIVE PARENT AND AFFILIATES ARE NOT RESPONSIBLE FOR, AND ASSUME NO LIABILITY FOR, FIRE, THEFT, DAMAGE OR LOSS TO ANY VEHICLE, OR FOR INJURY TO ANY PERSON OR PROPERTY FOR ANY REASON.

23. **Registration Laws Disclaimer**.None of Regal Automotive Group or its parent, subsidiaries, or affiliates guarantee any vehicle sold through Regal Automotive Group can be legally registered in any state or country, and you accept all risks associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased through Regal Automotive Group.

24. **Department of Motor Vehicle ("DMV")/Motor Vehicle Department ("MVD") Paperwork Disclaimers**. **None** of Regal Automotive Group or its parent, subsidiaries or affiliates are responsible for defects, errors, or omissions (i) related to motor vehicle department paperwork not processed by Regal Automotive Group or its parents or affiliates, or (ii) made by any DMV/MVD.

25. **Auction Procedures**. . You acknowledge and agree to follow the Regal Automotive Group auction and bidding procedures set forth in the Regal Automotive Group Auction Policy (the "Auction Policy"). You acknowledge that once Regal Automotive Group takes your online bid, it cannot be deleted or withdrawn. Online bids placed for vehicles sold at live auction can be reduced to the current high, but cannot be deleted or withdrawn. Please be careful when placing your bids. You acknowledge that Regal Automotive Group reserves the right to change its auction and bidding procedures or the general business practices at any time, temporarily or permanently, in its sole discretion, with or without notice. Please view the Auction Policy for current auction procedures.

26. **Information Provided or Sent by Users**. You agree that any information that you provide or communicate to others in connection with (or as a result of) using Regal Automotive Group (whether by email, instant messaging, the instant messaging interface, voice, or otherwise) will be true, correct, and complete and will comply with all applicable laws. By way of example, and not of limitation, you shall not post or send to others anything that (a) is fraudulent, (b) infringes any third party's contractual or intellectual property rights (including, without limitation, their copyright, patent, trademark or trade secret rights), (c) is defamatory, libelous or threatening or harassing, (d) is obscene, or (e) contains any viruses or other computer code that is intended to damage or disrupt any system or that intercepts or expropriates any data or information.

27. **Links to Third Party Sites**. We may provide, or third parties may provide, links to other websites or resources. We have no control over (and do not endorse) such sites or resources and,

as a result, you agree that we are not responsible or liable for (a) the availability (or lack of availability) of any such sites or resources, or (b) any content, advertising, products, services or other materials contained on (or accessible or available from or through) any such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused (or alleged to have been caused) by or in connection with your use of (or reliance upon) any content, advertising, products, services or other materials that are contained on (or accessible or available from or through) any such sites or resources.

28. **Additional Terms**. You agree to abide by all policies posted on our sites. Such policies (including, but not limited to the following) are part of this User Agreement and provide additional terms and conditions related to specific services offered by Regal Automotive Group:

• Regal Automotive Group Privacy Policy • Regal Automotive Group Auction Policy • Regal Automotive Group Fee Schedule

Regal Automotive Group policies may be changed from time to time. Changes will be posted on http://www.regalautomotivegroup.com/ and shall take effect one (1) business day after they are posted. When using particular Regal Automotive Group services, applications, or tools, you are subject to any and all posted policies or rules applicable to services, applications, or tools you use, which may be updated from time to time. All such policies or rules are hereby incorporated into this User Agreement.

29. **Notices**. Except as explicitly stated otherwise, legal notices shall be served on Regal Automotive Group' registered agent (in the case of Regal Automotive Group) or to the email address you have designated on your account (in your case). Notice to you shall be deemed given 24 hours after the email is sent. Alternatively, we may give you legal notice by mail to the registration address associated with your Regal Automotive Group account. In such case, notice shall be deemed given three days after the date of mailing.

30. **Judicial Forum for Legal Disputes. YOU AGREE THAT ANY CLAIM OR DISPUTE THAT HAS ARISEN OR MAY ARISE BETWEEN YOU AND Regal Automotive Group RELATED TO YOUR USE OF Regal Automotive Group MUST BE RESOLVED EXCLUSIVELY BY A STATE OR FEDERAL COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA. YOU AND Regal Automotive Group AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED WITHIN FAIRFAX COUNTY, VIRGINIA FOR THE PURPOSES OF LITIGATING ALL SUCH CLAIMS OR DISPUTES.**

31. **Governing Law**. This User Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements entered into and performed wholly within the Commonwealth of Pennsylvania, and without regard to its conflict of law principles.

32. **Right to Amend**. We may amend this User Agreement at any time by posting the amended terms on Regal Automotive Group. Our right to amend the User Agreement includes the right to modify, add to, or

remove terms in the User Agreement. Except where expressly stated otherwise in this User Agreement or elsewhere, all amended terms shall be effective one (1) business day after they are posted in the manner described above unless a different effective date is explicitly set forth in the amended User Agreement. Additionally, we may choose to notify you by email. We may also request you to acknowledge your acceptance of the User Agreement through an electronic click-through. You do not have the right to amend, modify, disregard, or reject any of the terms or conditions of this User Agreement (either in its present forms or as it may be amended from time to time in the future).

33. **Entire Agreement**. This User Agreement (including incorporated or referenced policies and rules) sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The following Sections survive any termination of this User Agreement: Fees and Services, Release, Content, Disclaimer of Warranties; Limitation of Liability, Indemnity, and Legal Disputes.