

CAROFFER, LLC

Offer Terms

Posted as of June 11, 2021

These Offer Terms govern any conditional offer to purchase a vehicle made to you by CarOffer, LLC (“CarOffer”) directly or indirectly (an “Offer”); any vehicle purchase and sale transaction (“Transaction”) in connection therewith; and any access to a CarOffer platform, communication, or other technology in connection therewith (collectively, the “Services”). By accepting these terms, clicking your acceptance, accepting or attempting to accept an Offer, or otherwise interacting with CarOffer in connection with an Offer, you agree to these Terms and acknowledge that these Terms will govern your access to any CarOffer platform or Services and your dealings with CarOffer, LLC and its affiliates and service providers in connection with an Offer. CarOffer may modify these terms from time to time. These Terms and any modifications to them will be effective as of the date they are posted on the CarOffer website at www.caroffer.com/consumer-terms. Your continued interaction with CarOffer in connection with an Offer following such modifications shall constitute your consent to the modified Terms. If you do not agree to these Terms, then you may not accept or attempt to accept an Offer. CarOffer’s affiliates shall be third party beneficiaries of these Terms.

Vehicle Information

You are solely responsible and liable for the accuracy and completeness of any information you provide in connection with obtaining an Offer or selling a vehicle, including vehicle title, transaction documentation, and any information thereon (collectively “Vehicle Information”), and you represent and warrant that all Vehicle Information you provide shall accurately and completely describe the make, model, mileage, features, condition, and other relevant information regarding your vehicle. Certain types of vehicles are not eligible to receive an Offer, including bonded title, commercial use vehicles, municipal use vehicles, taxis, reconstructed vehicles, salvaged vehicles, vehicles that do not have a (VIN), and vehicles not originally built for the United States market.

Offers

You may receive an Offer directly from CarOffer or indirectly via CarOffer’s partner network. Offers are not a promise to purchase your vehicle or a guarantee that your vehicle can be sold at a certain price. Offers are contingent upon the accuracy of the information provided and successful vehicle pickup (including inspection and intake). Any inaccuracy or change in any Vehicle Information provided by you (for example mileage, undisclosed damage or other condition issues, or vehicle location), whether discovered before, during or after pickup, may result in a reduction in the amount of or revocation of any Offer, or, if you have already received proceeds, a refund being due from you to CarOffer in the amount determined by CarOffer. Offers shall be valid (meaning that all steps including successful vehicle pickup must have been completed) for the period of time and permitted additional mileage specified in conjunction with the Offer or otherwise to you or, if no period or permitted additional mileage is specified, 5 days or 100 additional miles (whichever comes first). Car dealers are not eligible for Offers.

Accepting an Offer; Vehicle Pickup

In order to accept an Offer, you must be the registered owner of the vehicle associated with the Offer, you must possess a valid driver’s license or other form of valid photo ID, and you must be of sufficient age to enter into a binding legal agreement regarding the sale of your vehicle. If you accept an Offer, your acceptance is binding and irrevocable and you agree to provide any further information requested by CarOffer to complete a Transaction. Failure to promptly reply to any informational or scheduling request by CarOffer may result in reduction or revocation of the Offer. Following your acceptance of an Offer,

CarOffer one of its affiliates or service providers will contact you to arrange pickup and purchase of the vehicle, which pickup shall be conducted by CarOffer or its service provider. At pickup you must deliver your vehicle together with all requested documentation (including all such documentation and information required to transfer clear title to CarOffer, and (if applicable) all individuals listed on title must be present. Your vehicle will be inspected as part of the pickup process to confirm its condition and the accuracy of information provided by you; the amount of your Offer may be reduced as a result of this inspection process. You authorize CarOffer to pay off any lien or other encumbrance on your vehicle (the "Payoff Amount"), which payoff amount shall be deducted from the proceeds delivered to you. CarOffer may cancel your transaction if the Payoff Amount exceeds the amount of the Offer. Vehicle sale proceeds (net of any Payoff Amount) shall be delivered to you by CarOffer following successful intake and pickup of the vehicle, often same day and in most cases within three (3) business days (subject to your selected payment method and payment processing delays outside of CarOffer's control). For avoidance of doubt, any Offer is made by CarOffer (and no other party) and any Transaction in connection with the Services is between you and CarOffer.

Your Data

By accepting an Offer, (i) you acknowledge the [Privacy Policy](#), (ii) agree that any Vehicle Information or personal information that you provide to CarOffer or its affiliates may be shared with CarOffer's affiliates and/or service providers in connection with a potential Transaction, and (iii) agree that CarOffer, its affiliates, and/or service providers may contact you in connection with a potential Transaction. You represent and warrant that you will delete and remove all personal data and any other sensitive data from your vehicle and your vehicle's systems prior to pick up.

Indemnity

You agree to indemnify and hold CarOffer and its agents and affiliates (the "Indemnitees") harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of the Services, (ii) your violation of these Terms or (iii) your violation of the rights of any third party in connection with the Services.

Disclaimer of Warranties

YOU ACKNOWLEDGE THAT YOU ARE USING THE SERVICES AT YOUR OWN RISK. THE SERVICES ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS, AND CAROFFER AND ITS INDEMNITEES HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED THEREIN OR PROVIDED BY US OR THE SERVICE. CAROFFER AND OUR INDEMNITEES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT ACCESS TO THE SERVICE AND/OR COMMUNICATIONS OR MESSAGING FROM OR TO CAROFFER OR YOU WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT THERE WILL BE NO FAILURES, DELAYS, INACCURACIES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED CONTENT, OR THAT NO SOFTWARE DISABLING DEVICES, TIME BOMBS, VIRUSES, WORMS, BUGS, OR DEVICES OR DEFECTS OF SIMILAR NATURE WILL BE TRANSMITTED ON OR THROUGH THE SERVICE, AND CAROFFER AND ITS INDEMNITEES WILL NOT BE LIABLE IN THE EVENT OF ANY SUCH OCCURRENCE.

Limitation on Liability

IN NO EVENT WILL CAROFFER OR ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO PHONE AND EMAIL, BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR ANY INFORMATION CONTAINED THEREIN, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF CAROFFER HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions liability is limited to the fullest extent permitted by law. Regardless of the previous paragraphs, if CarOffer is found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount in dispute not to exceed the total amount which you paid to us in the twelve (12) months prior to the action giving rise to the liability or (b) one hundred dollars (\$100).

Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE TERMS OTHERWISE PROVIDE, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

Agreement to Binding Arbitration

Any dispute, claim or controversy between you and CarOffer, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates arising from or relating in any way to: (1) these Terms and their interpretation or the breach, termination or validity thereof, and the relationships which result from these Terms; (2) your use of the Services (collectively, "Covered Disputes") will be resolved by binding arbitration, rather than in court.

The arbitrator also has the sole authority to and shall address all claims or arguments by both parties concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would.

Sole Exceptions to Arbitration

Notwithstanding the foregoing, in lieu of arbitration: (1) either you or CarOffer can bring an individual claim in small claims court in the United States of America consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim; and (2) you agree that you or CarOffer may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Jury Trial and Class Action Waiver

Except as the Terms otherwise provide, you and CarOffer acknowledge and agree that you are each waiving the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action/class arbitration or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and CarOffer may not be plaintiffs or class members in any purported class, collective, private attorney general, or representative proceeding, or otherwise make or proceed with any claim on a collective or consolidated basis, and may each bring claims against the other only in your or its individual capacity. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim. Other rights that you would have if you went to court, such as access to discovery, also may be unavailable or limited in arbitration.

Governing Law

You and CarOffer agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act ("FAA") and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. Where otherwise applicable, the laws of the State of Texas apply.

Initiating Arbitration and Arbitration Rules

Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advance written notice of its intent to file for arbitration. CarOffer will provide such notice by email to your e-mail address on file with CarOffer and you must provide such notice by email reply to such notice email. During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at <https://www.adr.org/consumer>, by calling the AAA at 800-778-7879, or by writing to the AAA Notice Address set forth below. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to CarOffer, LLC, Attn: Legal, 15601 Dallas Pkwy Suite 600, Addison, TX 75001. The AAA's address is: American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 (the "AAA Notice Address"). You may also send a copy to the AAA online at <https://www.adr.org>.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

Arbitration Fees

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. CarOffer will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, CarOffer will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

CarOffer is committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and us, will be decided by the arbitrator.

Other

To the extent that any other provision of the Terms is found to be inconsistent with rights, duties, and requirements of this arbitration agreement, or where the application of such a provision would change or render unenforceable any part of this arbitration agreement, such provision shall be null and void and the terms of this arbitration agreement shall control.

Termination

Your ability to access and use the Services remains in effect until terminated in accordance with these Terms. You agree that CarOffer, in its sole discretion, may terminate your use of the Services if CarOffer believes that you have violated or acted inconsistently with these Terms or for any other reason. CarOffer also may in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Services may be effected without prior notice and you acknowledge and agree that CarOffer may bar any further access to the Services. Further, you agree that CarOffer will not be liable to you or any third-party for any termination of access to the Services. The Disclaimer of Warranties, Indemnity, Limitation of Liability, and Legal Dispute sections, together with and any other rights and obligations which by their nature are reasonably intended to survive such termination, will survive any termination of these Terms.

General Information

No waiver of any provision or any breach of these Terms will constitute a waiver of any other provisions or any other or further breach. In the event that any provision of these Terms is determined to be illegal or unenforceable, the balance of these Terms shall continue to be fully valid, binding, and enforceable. These Terms set forth the entire agreement between you and CarOffer with respect to access to use of the Services and supersede any prior agreements between you and CarOffer relating to such subject matter. In addition to any excuse provided by applicable law, CarOffer shall be excused from liability for non-delivery or delay in delivery of the Services arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above. These Terms are not assignable, transferable or sublicensable by you except with CarOffer's prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. CarOffer's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of CarOffer's right to comply with governmental, court and law enforcement requests or requirements relating to your

use of the Services or information provided to or gathered by CarOffer with respect to such use. A printed version of these Terms and of any notices given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.