

ALL TEAM AUTO TERMS OF SERVICE AGREEMENT

YOU AGREE TO INDEMNIFY AND HOLD THE ALL TEAM AUTO PARTIES HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, DISBURSEMENTS AND COURT COSTS) INCURRED BY ANY OF THE ALL TEAM AUTO PARTIES ARISING FROM OR IN CONNECTION WITH (I) YOUR USE OF OR RELIANCE ON THE SERVICE, SERVICE CONTENT OR ANY INFORMATION, WEBSITES, SERVICES OR MATERIALS CONTAINED, DISPLAYED OR AVAILABLE THEREIN, (II) YOUR VIOLATION OF THESE TERMS OF USE; (III) ANY ACTIVITIES RELATING TO YOUR ACCOUNT; (IV) ANY USER CONTENT PROVIDED BY YOU TO IAA; AND/OR (V) YOUR VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY. WE RESERVE THE RIGHT TO ASSUME AT YOUR EXPENSE THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.

TERMS OF USE: THE SECURITY DEPOSIT THAT YOU PROVIDE TO ALL TEAM AUTO IS SUBJECT TO ALL OF THE TERMS, CONDITIONS AND AGREEMENTS BETWEEN YOU AND ALL TEAM AUTO. THE SECURITY DEPOSIT IS ONLY REFUNDABLE AS STATED IN ALL OF THE TERMS, CONDITIONS AND AGREEMENTS BETWEEN YOU AND ALL TEAM AUTO. IF YOU CHARGE BACK THIS AMOUNT THROUGH YOUR FINANCIAL INSTITUTION (OR IN ANY WAY CHARGE BACK THE AMOUNT OR DEDUCT THE AMOUNT FROM ALL TEAM AUTO'S ACCOUNTS WITHOUT ALL TEAM AUTO'S WRITTEN CONSENT), YOU WILL BE LIABLE FOR ALL AMOUNTS DUE UNDER ALL OF THE TERMS, CONDITIONS AND AGREEMENTS BETWEEN YOU AND ALL TEAM AUTO. YOU ALSO AGREE THAT IF YOU CHARGE BACK ANY AMOUNTS PROVIDED TO ALL TEAM AUTO AS A SECURITY DEPOSIT YOU WILL BE RESPONSIBLE FOR ALL FEES AND COSTS ASSOCIATED WITH THE CHARGEBACK INCLUDING ALL ACTUAL DAMAGES, ATTORNEY FEES, AND ACTUAL COSTS OF LITIGATION OR COLLECTION OF THE AMOUNT CHARGED BACK. THIS AGREEMENT WILL BE GOVERNED AND CONTROLLED BY THE LAWS OF THE STATE OF MICHIGAN CONCERNING INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION AND EFFECT AND IN ALL OTHER ASPECTS. THE PARTIES (A) IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY MICHIGAN COURT LOCATED IN MACOMB COUNTY, MI OR FEDERAL COURT SITTING IN DETROIT, MI IN ANY ACTION ARISING OUT OF THIS AGREEMENT, (B) AGREE THAT ALL CLAIMS IN ANY ACTION MAY BE DECIDED IN EITHER COURT, AND (C) WAIVE, TO THE FULLEST EXTENT THAT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM. THE PARTIES ALSO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

SECTIONS:

REGISTRATION: MEMBERSHIP FEE AND 10% MINIMUM REFUNDABLE SECURITY DEPOSIT REQUIRED IN ORDER TO ACTIVATE ANNUAL MEMBERSHIP WITH IAAI. CUSTOMER WILL BE ISSUED A BIDDER NUMBER AND LOGIN ID FOR IAAI.COM, WHERE THE CUSTOMER CAN BID INDEPENDENTLY IN REAL TIME ON THE 'LIVE AUCTION. CUSTOMERS AGREE TO FOLLOW OUR STANDARD REGISTRATION PROCEDURE TO RETAIN OUR BROKER SERVICES. REGISTRATION CAN TAKE ANYWHERE BETWEEN 24 & 48 HOURS, DEPENDENT ON CUSTOMER COOPERATION AND INVOLVMENT. CUSTOMERS ARE TO COMPLETE THE BIDDER REQUEST FORM FOR IAAI, THE FORM MUST BE LEGIBLE. THE CUSTOMER MUST COMPLETE THE FORM ENTIRELY, WITH SIGNATURE AND SUBMIT TO ALL TEAM AUTO. THE BIDDER REQUEST FORM IS TO BE SUBMITTED TO ALL TEAM AUTO ALONG WITH A CLEAR COPY OF THE ACCOUNT HOLDER'S DRIVER LICENSE. THE DRIVER LICENSE MUST NOT BE EXPIRED, UPON LICENSE EXPIRIATION; CUSTOMERS ARE RESPONSIBLE TO SUBMIT A CURRENT COPY TO ALL TEAM AUTO. IF THE CUSTOMER DOES NOT HAVE A DRIVER LICENSE, WE WILL ACCEPT PASSPORTS AS WELL. IF FOR A BUSINESS ACCOUNT, THE COMPANY MUST SUBMIT THE BIDDER REQUEST FORM WITH THE INDIVIDUAL ACCOUNT OWNER INFORMATION ONLY. THE ACCOUNT CANNOT BE REGISTERED TO A BUSINESS NAME, THE BUSINESS LICENSE MUST ALSO BE SUBMITTED TO ALL TEAM AUTO FOR TITLE PROCESSING IN THE BUSINESS NAME. NEW ADDITIONAL BIDDER APPLICATIONS WILL NOT BE SUBMITTED WITHOUT THE SIGNED TERMS OF SERVICE PAGE. IN ORDER FOR THE APPLICATION TO BE PROCESSED BY IAAI, THE CUSTOMER IS RESPONSIBLE TO PAY FOR THE MEMBERSHIP FEE AND 10% OF MAXIMUM BID REFUNDABLE SECURITY DEPOSIT. IAAI CAN DENY ANY BIDDER APPLICATION FROM ALL TEAM AUTO IF THE CUSTOMER HAS AN EXISTING PUBLIC BUYER ACCOUNT WITH IAAI THAT IS NOT IN GOOD STANDING. THE CUSTOMER WOULD HAVE TO RESOLVE THEIR ACCOUNT WITH IAAI BEFORE PROCEEDING WITH REGISTRATION FOR ALL TEAM AUTO. THE EMAIL ADDRESS USED FOR AN EXISTING PUBLIC BUYER ACCOUNT CANNOT BE THE SAME AS THE EMAIL ADDRESS PROVIDED FOR THE ALL TEAM AUTO ACCOUNT. ALL CUSTOMERS MUST HAVE AN ACTIVE EMAIL ACCOUNT; IAAI WILL SEND ALL LOGIN INFORMATION TO THE CUSTOMER'S EMAIL ADDRESS ON FILE. CUSTOMERS WILL SELECT THEIR OWN PASSWORD. ALL TEAM AUTO WILL NOT HAVE ACCESS TO CUSTOMER PASSWORDS, ONLY BUYER NUMBER AND LOGIN ID.

MEMBERSHIP OPTIONS: ALL CUSTOMERS MUST SUBMIT A MEMBERSHIP AND SECURITY DEPOSIT TO ALL TEAM AUTO FOR ACCOUNT ACTIVATION. THE MEMBERSHIP FEE IS NON-REFUNDABLE. THE CUSTOMER CAN CHOOSE FROM TWO MEMBERSHIP OPTIONS; \$75 BASIC, ANNUAL MEMBERSHIP FEE. THIS OPTION ALLOWS CUSTOMERS AUCTION ACCESS FOR ONE YEAR WITH UNLIMITED PURCHASES ON VEHICLES UP TO A MAXIMUM BID OF \$2500, OR \$150 PREMIUM ANNUAL MEMBERSHIP FEE. ALLOWING CUSTOMERS AUCTION ACCESS FOR A YEAR WITH UNLIMITED PURCHASES FOR ANY MAXIMUM BID OVER \$2500. IF THE CUSTOMER DOES NOT REQUIRE A MEMBERSHIP, THERE IS A "ONE-TIME" BID OPTION FOR \$75 PER INDIVIDUAL BID PLACED BY ALL TEAM AUTO. THE ANNUAL MEMBERSHIP ALLOWS THE CUSTOMER FULL ACCESS TO IAAI INVENTORY. THE CUSTOMER WILL RECEIVE THEIR OWN BUYER NUMBER AND LOGIN FOR IAAI.COM, ALLOWING THE CUSTOMER TO PLACE THEIR OWN BIDS (IN REAL TIME) DURING AN ONLINE AUCTION. THE CUSTOMER CAN ALSO USE THEIR ISSUED BUYER NUMBER TO GAIN ACCESS TO LIVE AUCTIONS HELD AT THE IAAI BRANCH

LOCATIONS. ALL CUSTOMERS ARE BOUND BY THE TERMS AND SERVICES OF IAAI FOR AUCTION BRANCH VISITS. CUSTOMERS WITH ISSUED LOGINS ARE LIMITED TO BID IN CERTAIN STATES AND ALSO LIMITED TO BID ON VEHICLES WITH SALVAGE, SCRAP, JUNK OR DESTRUCTION TITLE STATUS. FOR THESE TYPES OF BIDS THE CUSTOMER IS RESPONSIBLE TO NOTIFY THE BROKER 24 HOURS IN ADVANCE, OF ANY BIDS ALL TEAM AUTO MUST PLACE ON THEIR BEHALF. THE CUSTOMER MUST SUBMIT THE STOCK NUMBER AND DESIRED MAX BID AMOUNT TO ALL TEAM AUTO.

SECURITY DEPOSIT/REFUND: ALL CUSTOMERS MUST SUBMIT A MEMBERSHIP FEE AND REFUNDABLE SECURITY DEPOSIT TO ALL TEAM AUTO FOR ACCOUNT ACTIVATION. THE SECURITY DEPOSIT IS FULLY REFUNDABLE AND WILL REMAIN ON FILE FOR THE DURATION OF SERVICES WITH ALL TEAM AUTO AND IAAI. THE SECURITY DEPOSIT IS REQUIRED TO ALLOW A CUSTOMER'S MAXIMUM BID AMOUNT PER ITEM. THE SECURITY DEPOSIT IS 10% OF THE MAXIMUM BID AMOUNT, FOR EXAMPLE; \$300 REFUNDABLE SECURITY DEPOSIT = \$3,000 MAXIMUM ALLOWED BID PER AUCTION ITEM. THE SECURITY DEPOSIT CANNOT BE USED TOWARDS THE VEHICLE PURCHASE OR FOR ANY ADDITIONAL FEES ACQUIRED DURING THE TRANSACTION. THE SECURITY DEPOSIT CAN BE REQUESTED AT ANY TIME DURING A MEMBERSHIP, BY PHONE OR BY EMAIL. THE SECURITY DEPOSIT WILL NOT BE ISSUED IF THERE ARE ANY PENDING TRANSACTIONS ON THE CUSTOMER ACCOUNT. IF THE CUSTOMER HAS A PENDING VEHICLE TRANSACTION (PAYMENT, PICKUP OR TITLE) THE SECURITY DEPOSIT WILL REMAIN WITH ALL TEAM AUTO UNTIL THE TRANSACTION HAS BEEN CLOSED. THE SECURITY DEPOSIT WILL BE USED TO COVER ANY UNPAID BALANCE DUE TO ALL TEAM AUTO OR IAAI. SECURITY DEPOSIT REFUNDS ARE ISSUED WITHIN 2-3 BUSINESS DAYS FROM THE REQUEST DATE, UNLESS THERE ARE ANY DISCREPANCIES WITH THE CUSTOMER'S ACCOUNT USED FOR ISSUING THE REFUND. SECURITY DEPOSIT'S ARE REFUNDED IN THE SAME METHOD IN WHICH THEY ARE SUBMITTED TO ALL TEAM AUTO, THE AMOUNT SUBMITTED BY DEBIT/ CREDIT CARD ONLINE WILL BE REFUNDED BACK TO THE SAME CARD THE CUSTOMER USED INITIALLY. IF SOMETHING HAPPENS TO A CUSTOMER'S CARD OR ACCOUNT (ON FILE) DURING MEMBERSHIP WITH ALL TEAM AUTO AND YOU NEED TO UPDATE YOUR ACCOUNT INFORMATION WITH US, WE MAY NEED TO ISSUE THE REFUND BY CHECK, MONEY ORDER, ETC. CHECK FEES AND CREDIT CARD PROCESSING FEES MAY APPLY AND THE CUSTOMER IS RESPONSIBLE TO COVER THOSE COSTS.

VEHICLE PURCHASES: ONCE A CUSTOMER HAS BEEN AWARDED AN AUCTION ITEM, THEY ARE WHOLLY RESPONSIBLE TO PAY THE VEHICLE IN FULL BY THE AUCTION DUE DATE. CUSTOMERS HAVE TWO DAYS TO PAY AND FOUR DAYS TO PICK UP THE WON ITEM FROM THE AUCTION YARD. ALL TEAM AUTO WILL INVOICE THE CUSTOMER, CUSTOMERS AGREE TO PAY ALL BROKER FEES ON TOP OF THE AUCTION CHARGES. ALL TEAM AUTO WILL CHARGE A TRANSACTION FEE, DOCUMENT FEE AND MAILING FEE PER ITEM PURCHASE. A WIRE TRANSFER FEE MAY BE APPLIED IF THE CUSTOMER MAKES A WIRE TRANSFER FROM THEIR PERSONAL FINANCIAL INSTITUTION TO OUR CHASE ACCOUNT, \$25 DOMESTIC AND \$30 INTERNATIONAL. THE TRANSACTION FEE IS APPLIED TO ALL WON BIDS; THE DOCUMENT FEE COVERS THE TITLE AND DOCUMENT PROCESSING PER EACH SALE, AND THE MAILING FEE COVERS SHIPPING OF THE TITLE AND ORIGINAL

DOCUMENTS IN A SAFE AND EFFICIENT MANNER. CUSTOMERS MUST PAY THE VEHICLE IN FULL TO OUR CHASE ACCOUNT; ALL TEAM AUTO ACCOUNT INFORMATION WILL BE PROVIDED TO THE CUSTOMER'S EMAIL ADDRESS ON FILE ALONG WITH THE INVOICE FOR THE WON ITEM. ONCE ALL TEAM AUTO RECEIVES THE PAYMENT FOR THE ITEM IN FULL, THEY WILL PAY IAAI ON THE CUSTOMER'S BEHALF. ALL TEAM AUTO IS NOT RESPONSIBLE FOR LATE PAYMENTS DUE TO WIRE TRANSFER DELAYS FROM THE CUSTOMERS PERSONAL FINANCIAL INSTITUTION. CUSTOMERS ARE RESPONSIBLE TO CONTACT THEIR FINANCIAL INSTITUTION AHEAD OF TIME REGARDING PAYMENT PROCESSING AND TIME ALLOTTED FOR WIRE TRANSFERS. VEHICLE PAYMENTS WILL NOT BE ACCEPTED BY CREDIT/DEBIT CARD TRANSACTIONS ONLINE, BY PAYPAL OR BY WESTERN UNION OR MONEY GRAM. IF A CUSTOMER PAYS THE AUCTION DIRECTLY FOR THE AUCTION AMOUNT ON THE WON ITEM, THEY ARE STILL FULLY RESPONSIBLE TO PAY ALL TEAM AUTO BROKER FEES DIRECTLY TO ALL TEAM AUTO IN ORDER TO COMPLETE THE PENDING TRANSACTION. CUSTOMERS ARE RESPONSIBLE FOR ANY LATE PAYMENT FEES APPLIED BY IAAI. ALL TEAM AUTO WILL MATCH ALL AUCTION FEES, ANY ADDITIONAL ACQUIRED FEES FROM BOTH ALL TEAM AUTO AND IAAI ARE NON-WAIVABLE.

VEHICLE PICK UP: CUSTOMERS ARE ALLOWED 4 BUSINESS DAYS TO PICK UP THE WON ITEM FROM THE AUCTION YARD, SOME PURCHASES MAY REQUIRE ADJUSTED PICKUP DATES (REFER TO IAAI.COM). NO DOCUMENTATION REQUIRED FOR VEHICLE PICKUP AT THE AUCTION LOCATION, CUSTOMERS OR THEIR DRIVER'S WILL RECITE THE BUYER NUMBER AND STOCK NUMBER FOR THE WON ITEM (LOCATED ON INVOICE) AT THE AUCTION GATE. THE AUCTION WILL ASSIST THE DRIVER WITH LOADING OF THE VEHICLE. CUSTOMERS ARE RESPONSIBLE FOR WON AUCTION ITEM TRANSPORTATION AND FEES. IF THE CUSTOMER NEEDS ASSISTANCE WITH LOCATING A SHIPPER, ALL TEAM AUTO WILL ASSIST WITH TRANSPORTATION SERVICES. IF THE CUSTOMER CANNOT GET THE VEHICLE TRANSPORTED BY THE PICK UP DATE GIVEN BY THE AUCTION, THE AUCTION WILL CHARGE DAILY STORAGE FEES, THE STORAGE FEES FOR THE ITEM WILL BE APPLIED TO ALL TEAM AUTO'S ACCOUNT WITH IAAI. ALL STORAGE FEES MUST BE PAID BY THE CUSTOMER, BEFORE THE WON ITEM CAN BE RELEASED FROM THE AUCTION YARD. THE TITLE OR SALE DOCUMENT IS NOT TO BE RELEASED WITH THE WON ITEM. IAAI HAS POWER OF ATTORNEY ON FILE FOR EVERY ALL TEAM AUTO PURCHASE, THE TITLE OR SALE DOCUMENT WILL BE MAILED TO OUR MAIN OFFICE FOR PROCESSING IN ALL INSTANCES.

RELIST/RENEGE: ALL CUSTOMERS THAT RENEGE ON A WON BID DURING AN AUCTION HELD BY IAAI ARE SUBJECT TO RELIST FEES ACQUIRED BY IAAI AUCTION LOCATIONS. WHEN A CUSTOMER BACKS OUT ON A PURCHASE THEY WILL BE CHARGED A RELIST FEE FROM IAAI, ALL TEAM AUTO WILL MATCH THE AUCTION CHARGES FOR RELIST FEES. THE CUSTOMERS SECURITY DEPOSIT WILL BE HELD TO COVER ANY AND ALL FEES ACQUIRED DURING THE TRANSACTION. THE CUSTOMER IS SUBJECT TO LEGAL INVOLVEMENT IF THEY DECIDE TO BACK OUT ON A WON BID, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS FOR AUCTION ITEM RELISTING.

TITLE PROCESSING/PROCEDURE: TITLE OR SALE DOCUMENTS FOR ALL ITEMS WON UNDER ALL TEAM AUTO WILL BE MAILED TO OUR MAIN OFFICE BY IAAI TITLE DEPARTMENT. AVERAGE TURN AROUND TIME FOR ALL TEAM AUTO

CUSTOMER TITLE'S OR SALE DOCUMENTS, IS ABOUT TWO WEEKS. IN SOME INSTANCES IAAI IS ALLOWED UP TO 30 DAYS TO MAIL THE TITLE OR SALE DOCUMENT TO ALL TEAM AUTO. ONCE ALL TEAM AUTO RECEIVES THE TITLE OR SALE DOCUMENT FROM THE AUCTION, IT WILL BE REVIEWED FOR REASSIGNMENT. IF THE TITLE CAN BE REASSIGNED TO A NEW OWNER AS-IS, THE CUSTOMER WILL BE ADDED TO THE LINE FOR DOCUMENT PROCESSING. TITLES OR SALE DOCUMENTS ARE PROCESSED IN THE ORDER IN WHICH THEY ARE RECEIVED; GIVEN THAT THE CUSTOMER HAS PROVIDED ALL TEAM AUTO WITH PROPER DRIVER LICENSE OR BUSINESS LICENSE REQUIRED FOR TITLE PROCESSING. IF THE TITLE CANNOT BE REASSIGNED AS-IS, ALL TEAM AUTO MAY NEED TO TAKE ADDITIONAL STEPS IN ASSURING THE CUSTOMER'S TITLE OR SALE DOCUMENT CAN BE LEGALLY TRANSFERRED. IF ALL TEAM AUTO MUST OBTAIN A NEW TITLE BY APPLYING TO THE DMV, THE CUSTOMER IS FINANCIALLY RESPONSIBLE FOR THE ADDITIONAL FEES THAT MAY OCCUR. ALL TEAM AUTO CANNOT BE HELD RESPONSIBLE FOR UNKNOWN TITLE REASSIGNMENT ISSUES, MOST ISSUES CANNOT BE DETERMINED UNTIL THE TITLE OR SALE DOCUMENT IS IN OUR POSSESSION. IN SOME INSTANCES THE CUSTOMER MAY NEED TO WAIT AN ADDITIONAL 6-8 WEEKS FOR THE NEW TITLE. THERE IS NO WAY TO EXPEDITE OUT OF STATE TITLES. IN ORDER TO TRANSFER THE TITLE OR SALE DOCUMENT, ALL TEAM AUTO WILL PREPARE REASSIGNING DOCUMENTS FOR THE CUSTOMER. THE REASSIGNING DOCUMENTS WILL BE SENT TO THE CUSTOMER BY EMAIL, THE CUSTOMER WILL BE INSTRUCTED TO SIGN AND RETURN EACH DOCUMENT TO ALL TEAM AUTO BY FAX OR EMAIL. ONCE ALL REQUIRED SIGNED DOCUMENTS ARE ON FILE, THE TITLE AND ORIGINAL REASSIGNING DOCUMENTS WILL BE MAILED TO THE CUSTOMER'S DESIRED ADDRESS. THE CUSTOMER WILL BE GIVEN A TRACKING NUMBER FOR THEIR TITLE. ONCE THE TITLE REASSIGNMENT HAS BEEN COMPLETED, THE TRANSACTION CAN BE CLOSED. AT THIS TIME A CUSTOMER MAY REQUEST A REFUND OF THEIR 10% SECURITY DEPOSIT. THE TITLE AND ORIGINAL DOCUMENTS MAILED TO THE CUSTOMER ARE THE FORMS THEY WILL PROVIDE TO THE DMV IN THEIR STATE FOR VEHICLE REGISTRATION. CUSTOMERS ARE SUBJECT TO ANY DMV FEES OR SALES TAX OWED TO THEIR STATE AFTER THE TRANSACTION HAS BEEN COMPLETED BY ALL TEAM AUTO.

VEHICLE RUN: CUSTOMER'S WILL BE CHARGED THE SET TRANSACTION FEE, (PLEASE REFERENCE FEE SCALE) TO RUN ANY VEHICLE THROUGH THE AUCTION USING ALL TEAM AUTO BUYER ACCOUNT.

MODIFICATION OR DISCONTINUANCE OF THE SERVICE BY THE COMPANY: AT ANY TIME, WITHOUT NOTICE TO YOU, AND FOR ANY OR NO REASON, ALL TEAM AUTO MAY MODIFY OR DISCONTINUE THE SERVICE OR ANY OTHER CONTENT OR FEATURES PROVIDED THERIN. ALL TEAM AUTO SHALL IN NO WAY BE HELD LIABLE FOR ANY CONSEQUENCE WHICH RESULTS FROM ALL TEAM AUTO'S DECISION TO MODIFY OR DICONINUE PROVIDING THE SERVICE OR ANY OTHER CONTENT OR FEATURES PROVIDED THERIN.

THESE MEMBER TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AND SOLE AGREEMENT BETWEEN THE MEMBER AND ALL TEAM AUTO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES OR PROMISES GIVEN OR MADE THAT ARE NOT SET FORTH IN THESE TERMS AND CONDITIONS.