

AUTO.LIVE

TERMS OF SERVICE

These terms were last updated on December 17, 2016.

General Provisions

Welcome to the website of Dreamware, Inc. d/b/a Auto.Live ("Auto.Live," "we," "us," "our"). The following Terms of Service apply when you visit our website (<https://auto.live>) ("the Site") or use Auto.Live's mobile or other online services (collectively, the "Service"). By using our Service, you agree to be bound by, and use our Service in compliance with these Terms of Service. **IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE OUR SERVICE.**

Auto.Live is a vehicle listing and information service that brings together buyers and sellers. Auto.Live is not an automobile broker or dealer and does not sell, exchange, buy, or offer for sale, negotiate or attempt to negotiate, a sale or exchange of an interest in any vehicle. Auto.Live is not a party to any transactions or agreements entered into between users. If you purchase or sell a car using the Service, you are contracting directly with the car seller or buyer. Auto.Live has no control over the conduct of, or any pricing or other information provided by car buyers or car sellers, and Auto.Live disclaims all liability in this regard. Auto.Live does not (a) guarantee or ensure any car, price, offer or transaction between a buyer and seller, (b) transfer vehicle titles on behalf of buyers or sellers, or (c) warehouse, ship or store any cars.

Although Auto.Live is not a party to any vehicle sale contract between vehicle buyers and sellers that originates on or through the Service, Auto.Live offers other ancillary products and services provided by third parties including, but not limited to, vehicle financing, vehicle inspections, vehicle shipping and secure payments.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms of Service were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Auto.Live Privacy Policy located at <https://auto.live/legal/privacy>. All such terms are hereby incorporated by reference into these Terms of Service.

You agree that these Terms of Service are supported by reasonable and valuable consideration, the

receipt and adequacy of which you hereby acknowledge, including,

without limitation, your access to and use of the Service and data, materials and information available at or through the Service.

Buyers and Sellers

All buyers and sellers must be at least 18 years old to use the Auto.Live Service and by using the Service, you represent that you are at least 18 years old.

Information about a particular vehicle is supplied by the seller, not by Auto.Live. Although Auto.Live may provide a list of standard vehicle features and equipment based on the Vehicle Identification Number of a vehicle, the Seller is responsible for verifying the listed information. The price and other terms of any sale are arranged by negotiation between the buyer and the seller. Any savings or discount information that you may receive from a user is offered and provided directly to you by the user, and is not provided or guaranteed by Auto.Live. Auto.Live is not responsible for incorrect information given by buyers or sellers, including information regarding vehicles or photos of vehicles. Auto.Live cannot verify the information or photos that sellers post. Auto.Live is not responsible for the content of any vehicle inspection report provided by service technicians nor for any third-party certification or warranty obtained through Auto.Live. Nor does Auto.Live guarantee or control the availability, quality, or safety of vehicles and Auto.Live assumes no responsibility for the foregoing.

In order to transfer a vehicle, the Service requires the seller to provide the buyer with a title to the vehicle. The buyer may request that the seller provide additional documents. Any such requests are between the buyer and seller and Auto.Live is not responsible for communications or documents exchanged by buyers and sellers.

When using this Service to buy or sell a vehicle, please use common sense and good judgment. Any reliance on the information on the Site or provided through the Service is at your own risk.

Vehicle Pricing

The prices listed by sellers on Auto.Live exclude government fees and taxes, finance charges, registration, license and titling fees, regulatory and electronic processing charges, and/or emission testing charges.

Listing Your Vehicle

To list a vehicle for sale on Auto.Live, sellers are required to provide certain identifying and contact information. The information must accurately identify the seller and the method of contact must permit buyers to communicate directly with the seller. You may not charge any potential buyer for information about any vehicle listed for sale on Auto.Live's Service, nor may you use our Service to promote, without our prior written permission, any other website, product, or service. Sellers must be prepared to sell their

vehicles at the price at which, and on the terms on which, they are listed. You must have possession of the actual vehicle listed and the proper authority to transfer title. Auto.Live reserves the right (but assumes no obligation) to delete, move, or edit any listings that we consider unacceptable or inappropriate, whether for legal or other reasons.

Dealer-Specific Rules and Regulations

Any vehicle dealer ("Dealer") using the Service must be currently licensed as a dealer in the state(s) in which Dealer operates.

In order to use the Service, Dealer must open an account with Auto.Live and agree to payment of a Monthly Service Fee. Each month, Auto.Live will charge Dealer's account for the Monthly Service Fee. Dealer's use of the Service shall continue on a month-to-month basis. Dealer may terminate its use of Auto.Live's Service, effective as of the first day of the following month, by providing 30 days notice to Auto.Live.

Because we stand behind our service, Auto.Live provides dealers with a 90-day money back guarantee. If, prior to the end of your first 90 days of service, you provide written notification to us of your decision to terminate our services, you will receive a full refund for all of your Monthly Service Fees. The term "full refund," however, does not include fees paid that are not connected with the Monthly Service Fee, such as fees for buying vehicles, vehicle inspections, shipping fees etc.

Dealer must abide by all local and state regulations pertaining to offering/advertising vehicles for sale and buying and selling vehicles. After a dealership purchases a vehicle, the dealership's purchase funds will be released to the seller 48 hours after delivery of the vehicle, or sooner if instructed by the buying dealership. If a dealership is not satisfied with a vehicle it has purchased, the dealership may return the vehicle to the seller by arranging to ship the vehicle and delivering the vehicle to a vehicle shipper within 48 hours after delivery of the vehicle to the dealership. The purchasing dealership will be responsible for the expense of shipping the vehicle back to the seller.

Financing, Vehicle Inspection and Shipping Services

If you obtain financing, vehicle inspection services or shipping services with third parties available through our Service, additional terms and conditions apply.

License to Use our Services

Subject to these Terms of Service, we grant to you a limited, personal, non-exclusive, non-transferable license to use our Service for your personal use and not for resale or further distribution. We (and where applicable, parties from whom we have obtained licenses) retain all right, title and interest in and to our Service, including all related intellectual property rights.

Access to our Services

We do not provide you with the equipment to access our Service. You are responsible for all fees charged by third parties related to your access and use of our Service (e.g., charges by Internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Service without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Service.

Restricted Areas of the Services

Certain parts of our Service, including account management features, may be password-restricted to registered users or other authorized persons ("Password- Protected Areas"). If you are authorized to gain access to any Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. You agree to exit from your account at the end of each session when accessing the Service. You further agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or our Service that is known to you. Auto.Live will not be liable for any loss or damage arising from your failure to comply with this Section.

Typographical Errors

While we try to make sure that all prices posted on the Service are communicated accurately, we cannot be responsible for the typographical and other errors that may appear on the Service. If there is incorrect information given about a vehicle price, product, or service due to a typographical error, Auto.Live is not responsible for such error or its correction; but will attempt to correct such error promptly. We reserve the right to refuse or cancel any orders for products or services listed at an incorrect price.

General Practices Regarding Use and Storage

You acknowledge that Auto.Live may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Auto.Live's servers on your behalf. You agree that Auto.Live has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Auto.Live reserves the right to terminate accounts that are inactive for an extended period of time.

Mobile Services

The Service includes services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Auto.Live and other entities by SMS, MMS, text message, internal messaging, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your contact information, you agree to promptly update your Auto.Live account information to ensure that your messages are not sent to the person that acquires your past contact information.

In the process of getting a vehicle serviced at your local dealership you have the opportunity to opt-in to SMS updates in order to approve or deny work, pay for services and obtain a link to completed service. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just text the word "START" to the short code. 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 by emailing company@auto.live. Carriers are not liable for delayed or undelivered messages. As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive 5 messages per repair order. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. If you have any questions regarding privacy, please read our privacy policy: <https://www.auto.live/legal/privacy>

Access to the Service, Outages and Browser Incompatibilities

The Service may become inaccessible or it may not function properly with your web browser, mobile device, and/or operating system. Auto.Live cannot be held liable for any perceived or actual damages arising from operation or use of this Service.

Links and Third Party Content, Products and Services

Our Services contain links to third party products, services, and websites. Any opinions, advice, statements, services, offers, products, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties on our Service, or which is accessible through or may be located using our Service (collectively, "Third Party Content") are those of the respective authors or producers and not of us or our shareholders, directors, officers, employees, agents, or

representatives. If you have questions regarding vehicle inspections, vehicle financing or shipping services that you have obtained through Auto.Live, please contact the provider directly.

We do not control Third Party Content and do not guarantee the accuracy, integrity or quality of such Third Party Content. We are not responsible for the performance of, we do not endorse, and we are not responsible or liable for, any Third Party Content or any information or materials advertised in any Third Party Content. By using our Service, you may be exposed to content that is offensive, indecent, or

framing of our Service within or as part of any third- party services, or any other manner of incorporating parts of our Service as part of another Website or service, is not permitted without our prior written consent.

User Postings to our Service / Prohibited Uses

We may, from time to time, allow you to post information and content to our Service.

You agree that we are free to use any feedback, suggestions, comments, information, ideas, concepts, methods, techniques, content, and any other material in any post or submission that you may make to our Service (each, a "Submission"), without further compensation, acknowledgement, or payment, for any purpose whatsoever including, without limitation, modifying or improving the Service. Furthermore, by making any Submission on the Service, you grant us a perpetual, nonexclusive, fully paid, royalty- free, irrevocable, sub licensable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of the Submission in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

BY POSTING OR PROVIDING ANY SUBMISSION, YOU REPRESENT AND WARRANT THAT PUBLIC POSTING AND USE OF YOUR SUBMISSION BY US WILL NOT INFRINGE UPON OR VIOLATE THE RIGHTS OF ANY THIRD PARTY.

You will not use our Services to: (i) upload, post, email, or otherwise transmit any Submission that contains unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous content or that is invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm us or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure

agreements); (v) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright, or other right of any party; (vi) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (vii) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (ix) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (x) "stalk" or otherwise harass another; or (xi) collect or store personal data about other users.

Intellectual Property Rights/Restrictions

You acknowledge and agree that the Service may contain information, audio, visual, and audiovisual works, or other content (collectively, "Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. You must comply with all applicable laws

when using our Service.

Except as may be expressly permitted by applicable law, or as Auto.Live may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of our Service Content or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use our Service or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Service to another person; (iv) use our Service or Service Content for any purpose except for your own personal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Service; (vi) use our Service in a manner that overburdens, or that threatens the integrity, performance or availability of our Service; or

(vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Service or any Service Content. Except as otherwise explicitly provided in these Terms of Service or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any part of our Service; or (ii) circumvent or disable any security or technological features or measures of our Service.

The Auto.Live name and logos are trademarks and service marks of Auto.Live (collectively the "Auto.Live Trademarks"). Other Auto.Live, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Auto.Live. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Auto.Live Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Auto.Live Trademarks will inure to our exclusive benefit.

Copyright Complaints

Auto.Live respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Auto.Live of your infringement claim. Auto.Live will process and investigate notices of alleged infringement and will take appropriate actions under applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Auto.Live's Copyright Agent at contact@CarLister.co (Subject line: "DMCA Takedown Request").

You may also contact us by mail; see our contact information below.

Fees

To the extent the Service or any portion thereof is made available for any fee, you will be required to provide Auto.Live information regarding your credit card or other payment instrument. You represent and warrant to Auto.Live that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change

in your billing address or credit card expiration date) that may occur. You agree to pay Auto.Live all fees when due as indicated on the Service or in writing to you. We reserve the right to change Auto.Live's fees. When Auto.Live does change fees charged, it will provide notice of the change on the Site or in email to you, at Auto.Live's option, at least 30 days before the change is to take effect. Your continued use of the Service after the fee change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with Services other than U.S. taxes based on Auto.Live's net income. If you opt to use certain payment services provided in connection with the Auto.Live Services, you may also be prompted to create a Payment Lister account and to provide payment details.

United States Use Only, Export Controls

The Service is not intended for use outside of the United States. Listings should only be created for vehicles that will be purchased and sold in the United States.

Vehicle History Reports Disclaimer

The Service may include vehicle history reports provided by CarFax, the National Motor Vehicle Title Information System (NMVTIS), and/or other unaffiliated third-party service providers. Auto.Live is not responsible for any error in these reports.

Indemnity and Release

You agree to indemnify and hold Auto.Live and its affiliates and their officers, employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury

(including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AUTO.LIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR

A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. ALL INFORMATION RELATED TO VEHICLES AVAILABLE ON THIS SITE IS SUPPLIED BY THE SELLER OR OTHER THIRD PARTIES. AUTO.LIVE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, TO ANY ACTUAL OR PROSPECTIVE PURCHASER OR OWNER OF ANY VEHICLE AS TO THE EXISTENCE, OWNERSHIP OR CONDITION OF THE VEHICLE, OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ABOUT A VEHICLE ADVERTISED ON THE SITE. AUTO.LIVE CANNOT AND DOES NOT VERIFY OR WARRANT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. AUTO.LIVE RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERROR OR OMISSION ON THE SITE OR IN THE CONTENT. ALL VEHICLES ARE SUBJECT TO PRIOR SALES. ANY AND ALL CONCERNS, DIFFERENCES OR DISCREPANCIES REGARDING A VEHICLE MUST BE ADDRESSED WITH THE SELLER PRIOR TO THE SALE OF THE VEHICLE. AUTO.LIVE DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES TO YOU REGARDING THE LISTING SERVICE INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT YOU WILL SELL YOUR VEHICLE, OBTAIN AN ACCEPTABLE PRICE FOR YOUR VEHICLE, ONLY RECEIVE LEGITIMATE INQUIRIES OR SOLICITATIONS FROM QUALIFIED BUYERS, OR RECEIVE ANY INQUIRIES REGARDING YOUR VEHICLE FOR SALE. FURTHER, AUTO.LIVE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (III) THE RESULTS OR LISTINGS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OR PRICE OF ANY VEHICLES, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. ANY MATERIAL THAT YOU ACCESS OR OBTAIN THROUGH OUR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH OUR SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AUTO.LIVE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AUTO.LIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL AUTO.LIVE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID AUTO.LIVE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED

DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Arbitration

At Auto.Live's or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in Naples, Florida, before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in these Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator.

The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service.

Termination

You agree that Auto.Live, in its sole discretion, with or without notice, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Auto.Live believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. You acknowledge and agree that Auto.Live may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Auto.Live will not be liable to you or any third party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Auto.Live will have no liability or responsibility with respect thereto. Auto.Live reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General

These Terms of Service constitute the entire agreement between you and Auto.Live and govern your use of the Service, superseding any prior agreements between you and Auto.Live with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of Florida without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Auto.Live agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Fort Myers, Florida. The failure of Auto.Live to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Auto.Live, but Auto.Live may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these

Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail.

Notice for California Users

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800)

952-5210.

Privacy Policy

We may collect and use Personally Identifiable Information and Non-Personally Identifiable Information about you through our Service. Our collection and use of this information is governed by our Privacy Policy.

Questions? Concerns? Comments? - Contact Us

If you have any questions or concerns about our Service or these Terms of Service, you may contact us by email at contact@auto.live or postal mail to Auto.Live, 5502 South Franklin Lane, Greenwood Village, CO 80121, United States