

## **A Better Bid LLC**

### MEMBER TERMS AND CONDITIONS

*Last updated on: December 28, 2016*

The Website and your membership is provided by A Better Bid, LLC, a Florida limited liability company, with a principal place of business located at 15431 West Dixie Highway Bay 3, North Miami Beach, Florida 33162.

**THESE MEMBER TERMS AND CONDITIONS CONSTITUTE A LEGAL, BINDING AGREEMENT BETWEEN YOU AND A BETTER BID, LLC, AND AFFECT YOUR LEGAL RIGHTS AGAINST A BETTER BID, LLC. THUS, YOU SHOULD READ THESE MEMBER TERMS AND CONDITIONS CAREFULLY IN THEIR ENTIRETY BEFORE ACCEPTING THEM.**

**BY REGISTERING WITH A BETTER BID, LLC, YOU ACKNOWLEDGE AND AGREE THAT YOU UNDERSTAND YOU ARE REGISTERING WITH AND PURCHASING VEHICLES FROM A BETTER BID, LLC, AND NOT FROM COPART AUTO AUCTIONS.**

**BY PLACING A BID THROUGH A BETTER BID, LLC, IN A COPART AUTO AUCTIONS AUCTION OR DIRECTLY THROUGH COPART.COM, YOU REPRESENT AND WARRANT TO A BETTER BID, LLC, THAT YOU HAVE READ AND UNDERSTOOD THE MEMBER TERMS AND CONDITIONS IN THEIR ENTIRETY AND THAT YOU AGREE TO BE BOUND THEREBY.**

## **I. GENERAL TERMS, ACKNOWLEDGMENTS**

### **A. Definitions.**

For purposes of these Member Terms and Conditions, references to “we,” “our,” “us,” and “ABB” shall mean A Better Bid, LLC. References to “you,” “your,” and “Member” shall mean a registered user of the Website. References to the “Website” shall mean the Website located at <https://www.abetter.bid> and any related Website provided by us unless otherwise specified.

### **B. Agreement to be Bound.**

The following conditions, together with the relevant information set out on our Website, including any features and services available, such as RSS feeds, podcasts, images, video and products and materials found on this Website, are subject to the Member Terms and Conditions set forth below. Please read them carefully, as by choosing to become a Member you agree, without acceptance, to be bound hereby. By registering to become a Member you represent that you have read and understand the Member Terms and Conditions and that you agree to be bound by these Member Terms and Conditions as set forth below. You further represent that you are eighteen (18) years of age or older and have the capacity to enter into such a legally binding contract.

These Member Terms and Conditions are subject to the [Privacy Policy](#), which also governs your use of the Website as well as the Website [Terms of Service](#), which are incorporated herein by reference.

C. Modifications and Changes to Member Terms and Conditions.

We may modify, add to, suspend or delete the Member Terms and Conditions or other agreements, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being immediately effective upon their posting to the Website. Your use of the Website as a Member after modification, addition or deletion of the Member Terms and Conditions shall be deemed to constitute acceptance by you of the modification, addition or deletion.

D. Modifications and Changes to the Website, Member Services.

We may modify, add to, suspend, or delete any aspect of this Website or any Membership Service offered by us thereby, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being immediately effective. Such modifications, additions or deletions may include but are not limited to functionality and services offered, other content offered, hours of availability, and equipment needed for access or use.

E. Prohibited Use of the Website, Member Account.

In addition to other prohibitions as set forth in these Member Terms and Conditions, you are prohibited from using the Website and/or any Member Account: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or materials and products found thereon, or of any related Website, other Websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Website, other Websites, or the Internet. We reserve the right to

terminate your use of the Website for violating any of the prohibited uses or for any other reason at our sole and exclusive decision.

F. Accuracy, Completeness and Timeliness of Information.

We are not responsible if information made available on the Website is not accurate, complete or current. You acknowledge that the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.

G. Right of Refusal, Limitation, and Discontinuation.

We reserve the right to refuse to provide any access to the Website and/or Member Services and/or a Member Account to anyone for any reason at any time at our sole discretion without recourse to you.

ABB reserves the right to deny membership privileges to, or exclude from Copart yards, any individual or entity, in its sole and absolute discretion.

## **II. MEMBERSHIP**

A. Registration Required.

In order to participate in the Membership Services, such as bidding on vehicles, accessing vehicle reports, establishing a bidding limit, and benefiting from exclusive discounts and services (hereinafter, collectively, the "Membership Services"), users are required to register as Members. Access of the Membership Services without registration shall be strictly prohibited.

B. Membership Eligibility.

Membership is limited to those persons who are eighteen (18) years of age or older and have the capacity to enter into a legally binding contract and who reside in the countries that are not currently under U.S. trade embargo restrictions. You must also hold a valid driver's license, state-issued ID or passport and shall be required to provide proof of the same upon registration. In addition to the foregoing, state-specific registration requirements and applicable laws, regulations and restrictions may further limit Member registration and vehicle purchasing eligibility.

C. Registration Process and Procedures.

Should you meet the foregoing eligibility criteria and agree with these Terms, you will be given the opportunity to register via an online registration form so as to create a Member Account (hereinafter your

“Account”), through which you may receive information from us and participate in the features of the Website, such as bid in online actions and arrange for vehicle shipment among other services. We will use the information you provide during registration in accordance with our [Privacy Policy](#). By registering with us, you represent and warrant that all information you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Website so that it remains current, complete and accurate. During the registration process, you may be required to choose a password. You acknowledge and agree that we may rely on this password to identify you. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Membership Terms and Conditions.

#### D. Multiple Accounts Prohibited.

You agree you shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

#### E. Standard Membership.

Standard Membership is free to register, has no expiration date and may be upgraded to Premium Membership at any time. Members who elect to register for Standard Memberships enjoy the following benefits of the Website and Member Services:

- Watch List and Saved Searches
- Fixed transaction fee of \$250 (\$449 Florida residents) and applicable fees\*
- Free SMS notifications
- Preliminary bid submissions
- Live auction participation via VB3
- Vehicle previewing

STANDARD membership is ideal for members purchasing a lower number of vehicles

#### F. Premium Membership.

Premium Membership has an annual fee of One Hundred Fifty U.S. Dollars and No Cents (\$150.00). Premium membership is for one year and will downgrade to a Standard Membership if not renewed. Members who elect to register for Premium Memberships enjoy the following benefits of the Website and Member Services:

- All Standard membership features
- Discounted Fixed transaction fee of \$200 (\$399 Florida residents) and applicable fees

- 5% discount for shipping
- 5 FREE Vehicle History Reports — a \$44.95 value

Members looking to resell or purchase larger numbers of vehicles are best suited for the PREMIUM membership.

G. Account Activity.

Members are responsible for all Account activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Member's username and password through the Website or Copart's Website, bearing the URL <https://www.copart.com/>, or through terminals located in kiosks at auction facilities. Member's Account may not be transferred or assigned to any person or entity. In the event a Member's Account or username and password are used without authorization, Member shall be responsible for all Account activity and charges incurred prior to our receipt of written notice from Member of the unauthorized activity.

H. Revocation of Membership.

We reserve the right to suspend or irrevocably revoke the Membership of a Member for any reason, at our sole and absolute discretion. Membership may be suspended for any of the following reasons, including but not limited to: improper or unprofessional conduct on the Website or on any affiliate Website, through any electronic or non-electronic format; non-payment of contracted agreements; or any other reason whatsoever as we and/or our affiliates deem applicable. Accounts that are suspended or revoked shall not be eligible for the refund of any Membership Fee nor shall we be liable in any manner whatsoever for said revocation or suspension or for any termination of a Member's ability to access to the Copart Website.

K. Marketing and Promotional Materials.

Members agree and acknowledge that by registering for an Account they have affirmatively requested to receive marketing and promotional materials via mail, email and facsimile from us and our third-party affiliates. To unsubscribe to any promotional materials sent to you via email, simply follow the unsubscribe information provided at the bottom of each communication.

### **III. MEMBERSHIP FEES & PAYMENT**

A. Fees, Generally.

The prices and the terms of payment for the Membership Services are displayed at the time of registration, including at the point when the user chooses to make a purchase. All fees are displayed in U.S. Dollars (USD) and are subject to change at our sole and exclusive discretion without notice thereof.

#### B. Security Deposits.

Members must place with us a Security Deposit of ten percent (10%) of the amount they wish to bid on any vehicle (hereinafter the "Bidding Limit").

All Security Deposits are fully refundable when all Purchase Costs have been fully paid and the vehicle retrieved from the auction facility.

While refunds may be remitted to the Member in the original submission, payment or purchase method, refunds of Security Deposits placed with us more than sixty (60) days before the refund date shall be made via paper check for U.S. and Canadian residents; residents from all other countries will receive their Security Deposit refund via wire transfer.

Refund requests are generally processed within five (5) to seven (7) days of their receipt; however, refunds remitted via paper check or wire transfer may take more than ten (10) business days.

All Security Deposit refund requests must be submitted via a Member's Account by selecting the refund option. No requests made otherwise in writing or verbally shall be accepted. No request shall be deemed pending or received until you receive from us a confirmation email containing a refund confirmation number.

In the event a Member fails to pay for any invoice and the debt becomes uncollectible, you agree and acknowledge that we have authority to and so may apply the Security Deposit to the debt without recourse to you.

#### C. Membership Fees.

Standard Membership is Free to register. Premium Memberships are be subject to a non-refundable Membership Fee of One Hundred Fifty U.S. Dollars and No Cents (\$150.00).

#### D. Form of Payment.

Membership Fees and Security Deposits may be paid via credit or debit card or bank transfer. Please note that bank transfers must clear our accounts before you may begin to place any bids.

#### E. Refund Policy.

Unless otherwise stated herein, all fees, including all Membership Fees, are non-refundable for any reason whatsoever.

#### **IV. SALES POLICIES**

##### **A. Subject to Copart Terms and Conditions.**

All sales shall be subject to Copart's [Terms and Conditions](#). As such, you are encouraged to review and familiarize yourself with such Terms and Conditions, as you shall also be bound thereby. As a broker, ABB has no authority to control or to otherwise influence any determination made by Copart regarding any and all final sales, bids, or other transactions. Capitalized terms herein and not otherwise defined shall be given the definitions contained in the Copart Terms and Conditions.

##### **B. Bids Entered.**

Once a bid has been submitted, it cannot be retracted, deleted or canceled for any reason whatsoever; therefore, Members should exercise caution when placing bids.

##### **C. Bid Rejection.**

Copart reserves the right to reject or void bids, for any reason, at Copart's sole and absolute discretion. Should a dispute arise regarding a bid, Copart is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Members agree to indemnify, defend and hold ABB and Copart harmless from any and all liability arising out of decisions made in resolving disputes regarding bid rejection by Copart.

##### **D. Sale Cancellation.**

Copart may, at its sole and absolute discretion and with or without notice, postpone or cancel a sale or withdraw a vehicle from a sale. Neither Copart nor ABB will have liability or obligation to Members as a result of any vehicle withdrawal, sale cancellation or postponement. Further, Copart reserves the right to cancel or reverse a sale transaction in the event of fraud, material misrepresentation, or patent defect in the Vehicle Description or bidding information, as determined by Copart at its sole discretion. In the event a sale is canceled after the Member has remitted payment, Copart will send a paper check to ABB who will then credit the amount of the remittance to the Member's account.

##### **E. Tie Bid Policy.**

Virtual Bids (and, where available, Live Auction Bids) shall prevail over Preliminary Bids of equal amount.

#### F. BID4U.

Copart uses BID4U, an automated system, to make the bidding process easier and more efficient. Simply enter a Preliminary Bid representing the maximum price you are willing to pay for the vehicle and BID4U will bid on your behalf up to your maximum bid during both the Preliminary Bidding Period and the Virtual Sale. BID4U will only bid one increment over the current bid to maintain your position as the highest bidder. This allows you the possibility of purchasing a vehicle below your maximum bid. If a bidder with a higher maximum bid outbids you during Preliminary Bidding, you will be notified via email. BID4U is not available for VIX vehicles (see Section IV.J. below).

#### G. Increment Bidding.

Increment Bidding is an option in Copart's BID4U system and is available only to Members using Preliminary Bidding to set their bids. Using Increment Bidding a Member may authorize Copart to increase an entered maximum bid by one (1) increment only in the event a Virtual Bidder ties an entered maximum bid. If your bid is the highest bid, then your bid will not be incrementally increased.

#### H. Counter Bidding.

Counter Bidding allows sellers who have placed a Minimum Bid or a Bid To Be Approved (BTBA) on a vehicle to directly Counter Bid the high bidder after the sale ends. The Member acknowledges and agrees that regardless of any Counter Bids made by the Seller of the vehicle, the Member's high bid on a Minimum Bid or Bid To Be Approved is an offer that shall remain open to acceptance by the seller until 5 p.m. ET on the next business day after the sale day.

#### I. On-Approval Vehicles.

Vehicles sold "On-Approval" will not be released to Members unless and until the seller notifies Copart and ABB of its acceptance of the highest bid. In some instances, it may take up to three (3) business days, including the day of the sale, for the seller to provide ABB notification of highest bid acceptance. However, the majority of "On-Approval" vehicles receive bid acceptance or rejection within one (1) day.

#### J. VIX (Virtual Internet Exchange) and Sealed Bid Repo Vehicles.

From time to time insurance and financing companies may offer for sale reposed vehicles via VIX and Sealed Bid Repos. Such sales generally take place while the companies are still in the process of processing the vehicle paperwork and area sealed sales. Should you place the highest bid on such a sale, ABB will inform you via email within three (3) business days after the sale end date, and you shall be responsible for payment in full by the end of the following business day. Following payment, the seller shall have forty-five (45) days to process the paperwork and complete the sale. If the seller cannot do so within this period, we will promptly notify you and, upon request as outlined herein, refund your payment. If ABB notifies the Member more than forty-five (45) days following bid acceptance that the vehicle and



title are available for delivery, the Member may, at his or her option, either (i) cancel the sale or (ii) pay for and take delivery of the vehicle.

K. Offsite Sales.

Offsite Sales vehicles will be available for pickup at the designated Copart facility or offsite address indicated. Standard Copart pickup requirements and storage rates apply to vehicles sold from offsite sale locations. If the Member fails to pick up an offsite vehicle within six (6) days of sale, the vehicle may, at Copart's sole discretion, be moved from the offsite sale location to one of Copart's facilities, and, if the vehicle has been moved, the Member will be responsible for towing charges from the offsite location to Copart's facility, plus additional storage charges that may accrue from that day onward, for up to twenty (20) days. After the vehicle has been at Copart's facility for twenty (20) days and the towing and storage charges have not been paid, the vehicle may be removed from Copart's facilities to one of ABB's facilities. The Member will be responsible for all towing charges, as well as any storage charges that may accrue. Member shall have ten (10) days to pick up the vehicle from ABB's storage facilities. If in that time period the vehicle has not been picked up and associated fees paid, the Member will be considered to have forfeited all of his or her rights in the vehicle, and the vehicle will become the property of ABB who will thereafter attempt to sell said vehicle to recover the fees paid for its storage and transport. Should ABB fail to sell the vehicle for a sale price equal to or more than these incurred fees, the Member shall remain liable for the difference.

L. Timely Removal of Purchased Vehicles.

Vehicles purchased and not removed from Copart parking or loading facilities by 4:45 p.m. (local time at the facility) will be moved to the locked storage area and will only be released upon payment of an additional gate and storage fee.

M. Post-Bid Damage, Discrepancy.

If, prior to the vehicle being removed from Copart premises, it is determined that items have been removed or replaced on the vehicle, that additional damage has occurred since the time the Member submitted his/her bid, and/or there is a title type discrepancy, the Member will have the option to purchase the vehicle at the original price or cancel the sale. Odometer readings that differ from the listed mileage by less than two thousand (2,000) miles do not qualify for transaction cancellation.

N. Vehicle and Title Release.

All vehicle titles shall be transferred and transmitted by Copart to ABB who will then reassign ownership to the purchasing Member. No vehicle title shall be released to any Member absent a signed bill of sale and presentation of a valid government-issued identification. Title shall not be transferred or delivered to any person, for any reason whatsoever and without exception, except for the purchasing Member. ABB

reserves the right not to release any vehicle or vehicle title for any reason at our sole and exclusion discretion.

O. Risk of Loss, Assumption of the Risk.

Each Member takes full responsibility and assumes all risk of loss for all vehicles purchased from the time Copart accepts Member's bid. From and after acceptance of Member's bid (for vehicles located at a Copart facility), Member acknowledges that Copart is acting as bailee of Member's vehicle until such time as the vehicle is removed from Copart's premises. The Member agrees that under the terms of the bailment: (1) Copart and ABB shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all Copart facilities, from acts of theft or vandalism or acts of God; and (2) Copart and ABB shall not be responsible for any claim of damage, regardless of whether Member, or any person on Member's behalf such as Member's agents, employees or representatives, pick up the vehicle.

P. Copart Facility Rules, Yard Visits, Guests.

Except where prohibited by law, guests sixteen (16) years of age or older are allowed to enter Copart facilities (including during the Preliminary Bidding Period) when accompanied by a Member. Members and their agents, representatives and guests visiting Copart's facilities must comply with all facility rules and with the reasonable requests and instructions of Copart facility personnel. Anyone caught stealing or damaging vehicles will be arrested and prosecuted to the fullest extent of the law. This includes theft of or damage to keys. A One Hundred U.S. Dollars and No Cents (\$100.00) reward will be paid to anyone providing information leading to the arrest and conviction of individuals stealing or damaging vehicles at Copart facilities. Members and their representatives and guests visiting Copart's facilities must stay clear of electric fences at all times.

Guest passes are subject to a fee where applicable. Guest passes must be displayed at all times.

During the Preliminary Bidding Period, Members may preview vehicles offered at a scheduled sale at a Copart facility in person. A Twenty-Five U.S. Dollars and No Cents (\$25.00) fee per Bidder and an additional Twenty-Five U.S. Dollars and No Cents (\$25.00) fee for any and all accompanying guests must be paid when visiting a Copart facility to inspect a vehicle.

Q. Compliance with Laws, Rules, and Regulations.

Members shall comply with all applicable laws, statutes, ordinances and regulations regarding their use of ABB's and Copart's services.

The Member further agrees to comply, and to cause its agents and representatives to comply, with all applicable laws and regulations when removing a vehicle from a Copart facility, including properly loading and securing all vehicles for safe travel. Copart personnel may load purchased vehicles for Members

upon request; however, in so doing, Copart personnel take no responsibility for ensuring that the vehicles are properly loaded or secured for safe transport. Copart and ABB shall in no event be responsible or liable for any damage occurring as a result of unsafe or improper loading or securing of a vehicle for transport and the Member agrees to indemnify, defend, and hold Copart and ABB harmless from any and all claims, damages, losses, liabilities, obligations, costs and expenses (including attorneys' fees) arising from or related to any failure of the Member or the Member's agent or representative to properly load and/or secure a vehicle for transport.

## **V. VEHICLE EXPORTS/IMPORTS, SHIPPING**

### **A. Pickup by Member.**

Purchased vehicles may be picked up by Members directly from the applicable Copart facility at a Member's discretion only once full and complete payment for the vehicle, including payment of any and all applicable fees, has been made to ABB.

Although a Member may elect to pick up the purchased vehicle pursuant to the above, you agree and acknowledge that you may not drive any vehicle from the Copart facility or at any time thereafter prior to registration of the vehicle and its passage of state-mandated inspections. The foregoing applies regardless of driving condition and title status. Therefore, all vehicles picked up in person by a Member must be towed or otherwise transported from Copart facilities. This statement serves as a non-driving affidavit.

### **B. Shipment.**

Should you desire to have your vehicle shipped to you, you may place with us either an overseas or domestic shipping order pursuant to which we will act as your shipping agent and will select and engage a shipping carrier on your behalf and otherwise arrange for transportation, storage, and delivery of the vehicle. As a shipping agent we disclaim all liability for any and all loss, damage, expense or delay to the vehicle.

### **C. Shipping Payment.**

All shipping costs and other related fees must be pre-paid. Such fees may include but are not limited to loading fees, storage costs, export documentation, and key service. You agree and acknowledge that while we use our best efforts to pick up from Copart facilities any and all vehicles for which shipping has been requested within seven (7) days of the date of purchase so as to avoid storage fees, we are not always able to do so. Thus, you agree and acknowledge that you may also incur storage charges of Twenty U.S. Dollars and No Cents (\$20.00) per day in the event we are unable to pick up your vehicle within the pickup period.

You agree and acknowledge that shipping costs expressed on our Website are for general informational purposes only and are not binding shipping estimates or quotes. To obtain a shipping quote, please contact us directly.

D. Shipping Disclaimer.

Vehicles shall be shipped FOB. Therefore, you acknowledge and agree that while we will use all reasonable measures to deliver the vehicle to you in the same condition in which it was picked up from the Copart facility and by the estimated shipping date notwithstanding the foregoing, we shall not be held liable for any and all liability with respect to key loss, vehicle damage, vehicle or part theft, or shipment delays once the vehicle has been placed with the carrier.

E. Exporting Purchased Vehicles.

The following provisions govern all transactions in which a Member located outside the United States of America purchases a vehicle from ABB in the United States and then transports the vehicle out of the United States (hereinafter known as "Vehicle Export Transactions"):

All Vehicle Export Transactions are subject to U.S. export laws and regulations, including but not limited to the Foreign Trade Regulations (hereinafter the "FTR") and the Export Administration Regulations (hereinafter the "EAR"). Diversion contrary to U.S. law is prohibited. All Members agree not to export, re-export or permit the re-export of the purchased vehicle to a restricted and/or embargoed country anywhere listed by the U.S. Department of State, U.S. Department of Commerce, or the U.S. Department of Treasury and/or individuals on any denied/debarred party list of the U.S. government. All Members expressly agree to comply with all controls of general applicability under the EAR General Prohibitions found at 15 CFR Part 736.

ABB offers international shipping services for Members to transport their purchased vehicles to most international destinations. Go to [here](#) to learn more about the international shipping services we offer.

Any Vehicle Export Transaction for which the Member elects not to use ABB's transportation services shall be a "Routed Export Transaction" in which the Member will act as the Foreign Principal Party in Interest (hereinafter the "FPPI") under the FTR and the EAR. As the FPPI, the Member will authorize a U.S. forwarding agent (hereinafter the "Member's Agent") to facilitate the export of the Member's purchased vehicle from the United States by means of a Power of Attorney (hereinafter a "POA") or other authorization, a copy of which the Member will provide to ABB on request.

The Member shall prepare and file any required Electronic Export Information (hereinafter "EEI") through the Member's Agent. As FPPI, the Member and the Member's Agent shall upon request provide to ABB a copy of any required export information as submitted in the Automated Export System (hereinafter the "AES") by the Member's Agent under 15 CFR §30.3(e)(2). All Members conducting Vehicle Export Transactions agree that ABB will not be the "exporter" for EAR and FTR purposes. Unless a Member elects to use ABB's transportation services, ABB will release the vehicle to the Member's Agent in the United States.

In the event of an inquiry from U.S. Customs and Border Protection or another government authority regarding a Vehicle Export Transaction, the Member will clarify that this is a Routed Export Transaction and will provide a copy of its executed POA with the Member's Agent.

#### F. Foreign Corrupt Practices Act.

All Members are subject to the provisions of the U.S. Foreign Corrupt Practices Act of 1977 (hereinafter the "FCPA"), which prohibits the making of corrupt payments. Under the FCPA, it is unlawful to pay or to offer to pay anything of value to foreign government officials, employees, political parties or candidates, or to persons or entities that will offer or give such payments to any of the foregoing in order to obtain or retain business or to secure an improper commercial advantage. Members engaging in Vehicle Export Transactions shall not take actions, or permit actions to be taken on their behalf, that would constitute a violation under the FCPA.

#### G. Import Requirements.

Unless ABB specifically agrees in writing to provide import clearance services to the Member, the Member shall act as "Importer of Record" or other responsible party (as the case may be) of each vehicle under all import laws of the country of destination and port of discharge and shall be solely responsible for compliance with all import requirements of the country of destination and port of discharge, including the preparation and filing of all required documentation with applicable government authorities, the payment of all import fees, duties, taxes, and any other charges payable upon import of a vehicle, and any required customs inspection and proof of emissions compliance.

#### H. Compliance with All Applicable Import/Export Laws, Rules, and Regulations.

It is the responsibility of the Member to comply with any and all customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.

All Members accept liability for compliance with all U.S. export laws and regulations applicable to routed export transactions. The Member expressly assumes responsibility for determining licensing requirements

and obtaining license authority (if any) for the purchased vehicle with this writing as per 15 CFR§ 758.3(b). The Member's Agent will be the exporter for EAR and FTR purposes. ABB will provide the Member's Agent with the Harmonized Tariff Schedule ("HTS") code, Export Control Classification Number (hereinafter the "ECCN") and other export information required under 15 CFR§ 30.3(e)(1) upon the Member or Member's Agent's request. To obtain this information, a Member or Member's Agent may send a written request to [support@abetterbid.com](mailto:support@abetterbid.com).

## **VI. FEES AND PAYMENTS**

### **A. Payments for Vehicles, Late Payments.**

All payments for vehicles bought through ABB are due within two (2) business days of the sale date. In the event the payment is not received within the allotted time, a non-refundable late payment fee of Fifty U.S. Dollars and No Cents (\$50.00) will be added to each item bought. Each auction facility has a set number of days (generally, eight [8] to ten [10] calendar days, including the sale day) for ABB to pay for the vehicle(s). In the event the payment is not received by ABB within the allowed time frame, the Member shall be considered to have forfeited his or her Security Deposit, and ABB shall have the right to relist the vehicle. Payment for vehicles may be made to ABB via bank wire transfer.

ABB accepts only bank wire transfers for vehicle payments. To be clear, we do not accept any of the following payment methods for vehicle payments: credit cards, debit cards, PayPal, trade-ins, cashier's checks, electronic funds transfers, personal checks or counter deposits.

### **B. Transaction Fee.**

All vehicles bought through ABB are subject to a non-refundable Transaction Fee in the amount of Two Hundred and Fifty U.S. Dollars and No Cents (\$250.00) for Standard Members and Two Hundred U.S. Dollars and No Cents (\$200.00) for Premium Members for each item bought. Members residing in Florida State purchasing a vehicle to register in Florida agree to pay a non-refundable transaction fee of Four Hundred and Forty-Nine U.S. Dollars and No Cents (\$449.00) for Standard Members and Three Hundred and Ninety-Nine U.S. Dollars and No Cents (\$399.00) for Premium Members for each item bought.

### **C. Storage Fee.**

All vehicles not removed from Copart's facilities within seven (7) calendar days of sale including sale day are subject to a non-refundable storage fee of Twenty U.S. Dollars and No Cents (\$20.00) per day. If a vehicle is not picked up from Copart's facilities within twenty (20) days of purchase, the vehicle may be removed from Copart's facilities to one of ABB's facilities. The Member will be responsible for all towing charges, as well as any storage charges that may accrue. Member will have ten (10) days to pick up the vehicle from ABB's storage facilities. If in that time period the vehicle has not been picked up, the Member

will be considered to have forfeited all of its rights in the vehicle, and the vehicle will become the property of ABB who will thereafter attempt to sell said vehicle to recover the fees paid for its storage and transport. Should ABB fail to sell the vehicle for a sale price equal to or more than these incurred fees, the Member shall remain liable for the difference.

D. Sales Tax Indemnification.

Members purchasing vehicles from ABB on wholesale, pursuant to a sales tax exemption certificate, agree to indemnify, defend and hold ABB harmless from any and all sales tax assessments, fines, penalties, damages and costs, including attorney's fees, incurred as a result of a determination by taxing authorities that the transaction was subject to the payment of sales, use or excise tax.

E. Vehicles Subject to Florida Sales Tax.

Vehicles bought by residents of the state of Florida are subject to a state sales tax of six percent (6%) and an additional county discretionary sales surtax (based on the county of Member's residence). (Please see [here](#) for more detailed information.)

Vehicles purchased by non-Florida residents from Florida facilities may be subject to Florida sales tax if they are picked-up directly from a Florida-based Copart facility or through shipment directly from a Florida-based Copart facility. Vehicles shipped to non-Florida resident Members by ABB are exempt from Florida sales tax so long as the ship-to address is located outside the state of Florida. To claim this exemption, Members must complete, sign and have notarized Florida Department of Revenue form [DR-123](#). In the event a non-Florida resident Member pays or has paid Florida sales tax for the purchase of any vehicle in the previous three (3) years the Member may be eligible for a refund upon application to ABB together with a proof of out-of-state transportation, such as a Bill of Lading or Dock Receipt.

F. Documentation Fee.

All vehicles bought through ABB are subject to a Fifty U.S. Dollars and No Cents (\$50.00) non-refundable documentation fee for each item bought.

G. Relist Fees.

In the event a vehicle is not paid for within the time specified by the ABB, Member agrees that ABB may, in its sole and absolute discretion, cancel the sale and relist the vehicle for sale. Member agrees to pay ABB a non-refundable Relist Fee of Four Hundred U.S. Dollars and No Cents (\$400.00) or ten percent (10%) of the sale price, whichever is greater, as well as a non-refundable Transaction Fee of Two Hundred and Fifty U.S. Dollars and No Cents (\$250.00) for Standard Members and Two Hundred Dollars and No Cents (\$200.00) for Premium Members. This Relist Fee will be taken from the Security Deposit paid in advance to ABB and shall be taken without recourse by Member. Members who repeatedly fail to fulfill their obligations are subject to suspension or revocation of their bidding privileges. Note: In some

circumstances, after a Relist occurs, the auction is able to have the Relist reversed. In the event that we are able to successfully reverse the sale, the reverse Relist fee shall be reduced to a non-refundable fee of One Hundred Fifty U.S. Dollars and No Cents (\$150.00).

#### H. Unpaid Fees, Priority of Application of Payments, Authorization to Collect.

In the event of unpaid fees due and owed by a Member, payment shall be applied in the following order:

1) unpaid fees, including but not limited to Membership Fees, Registration Fees, convenience costs, storage costs, loading and gate fees, late payment fees, Relist Fees, Transaction Fees, and delivery and shipment costs and 2) the sale price of the vehicle. You authorize us to debit outstanding fees from the account linked to your original form of payment without seeking your prior consent or approval or otherwise notifying you of our intent to so debit said fees. You agree and acknowledge that we shall have no duty or other obligation to release to you any vehicle or vehicle title until all fees are paid in full to our complete satisfaction.

#### I. Fee Dispute.

Unless otherwise specified herein, no fees shall be refundable to you for any reason whatsoever due to the non-cancelable and irrevocable nature of the transactions provided for herein. This includes but is not limited to Membership Fees, shipping fees and costs, and Security Deposits except as provided for in Section III.B., supra.

Should you object to the payment of any fee, you agree to write to us at A Better Bid LLC, 15431 West Dixie Highway Bay 3, North Miami Beach, Florida 33162, so that we may determine the validity of your claim. Should we deny to refund to you the disputed fee, you agree to submit the claim to binding arbitration pursuant to the provisions of Section VIII.B, infra. You agree to indemnify us for any financial harm and/or any losses that arise from or relate to any fee dispute of any kind, including the payment of attorney's fees and costs.

Should you pay for any fee contemplated herein by a credit or debit card you shall abide by the following statement: "I hereby authorize ABB to initiate debit/credit entries from my bank deposit account or credit/debit card."

#### J. Auction House Fees.

All vehicles bought through ABB may also be subject to various fees charged by the applicable auction house, including [Copart](#), [Crashed Toys](#), and [Desert View](#). It is your responsibility to review the fee schedules of each auction house prior to placing a bid. In no circumstance shall we be liable or shall a bid be canceled due to your failure to review such fee schedules.



## VII. DISCLAIMERS, LIMITATIONS OF LIABILITY

### A. Vehicle Condition and History Disclaimer.

#### **ALL VEHICLES ARE SOLD "AS IS WHERE IS"**

All vehicles offered for sale through ABB 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.**" The term "Vehicles" shall mean all items posted for sale on ABB's and Copart's Websites, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RVs, etc. Copart and ABB expressly disclaim the accuracy or completeness of any and all information provided to Members regarding vehicles, whether provided in written, verbal or digital image form ("Vehicle Information"). Vehicle Information provided by Copart and its vehicle suppliers is for convenience only. Members shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle purchased through ABB. 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 (e.g., "VIN," "HIN" and serial number), title, repair cost, repair history, title history and total loss history. ABB expressly disclaims any and all representations, warranties and guarantees regarding vehicles sold through a Copart facility. ABB does not guarantee that keys are available for any vehicle sold through a Copart facility, 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; as a result, ABB does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. ABB does not guarantee that vehicles meet or can be modified to meet local emission and/or safety requirements. **It is the sole responsibility of Member to ascertain, confirm, research, inspect and/or investigate vehicles and any and all Vehicle Information prior to bidding on vehicles.**

All members agree that vehicles through ABB are sold "AS IS" and are not represented as being in a road-worthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicles may not be fit for use as a means of transportation and may require substantial repairs at your expense. **Repairing or dismantling vehicles on Copart premises is strictly prohibited.** All Members must arrange to safely remove purchased vehicles from Copart's facility prior to undertaking any repairs or dismantling.

In the event Copart is responsible for any damage to the vehicle, damages shall be limited to the lesser of (i) the amount of the diminution in value of the vehicle as reasonably estimated by Copart or (ii) the auction sale price (in which case the Member shall return the vehicle to Copart). Copart may, at its sole and exclusive discretion, resell the vehicle at a Copart sale, and the difference between the original sale price and the resale price shall be conclusive as to the amount of diminution of value, if any.

### B. Registration Laws Disclaimer.

ABB does not guarantee that any vehicle sold can be legally registered in any state or country, and Member accepts 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 ABB. (For example, a vehicle legally purchased on a clean title by a Member through ABB at a Copart facility located in State "A" may be required to be sold on a salvage title if Member transports and resells the vehicle in State "B.")

C. NMVTIS Reporting Disclaimer.

Vehicles listed for sale at Copart and/or on our Website have been reported to the National Motor Vehicle Title Information System (hereinafter the "NMVTIS"), and transaction data related to vehicles purchased through ABB is reported to NMVTIS, at ABB's sole discretion. Member accepts all risks associated with the purchase of vehicles through ABB resulting from the reporting of the vehicle or the purchase transaction data to NMVTIS by ABB or others. Members may be subject to NMVTIS reporting requirements when purchasing certain vehicles. For more information on reporting requirements, exemptions, and how to obtain a NMVTIS Reporting ID, visit <http://www.vehiclehistory.gov>.

D. DMV/MVD/DOR Paperwork Disclaimers.

We shall not be responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by ABB or (ii) made by any motor vehicle department, department of revenue or other governmental entity.

E. Disclosure of Member Information.

Each Member expressly agrees that ABB may, if and to the extent necessary to comply with applicable law, disclose information regarding ABB's Members and regarding transactions conducted by Members through ABB if requested to do so in any judicial or administrative proceeding or by any governmental agency or regulatory authority (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or otherwise).

F. Release of Liability and Indemnification.

Members irrevocably and unconditionally waive and release their rights (if any) to recover from Copart and ABB, their directors, officers, employees, representatives, agents, parents, subsidiaries, partners, affiliates and vendors any and all damages, losses, liabilities, costs, expenses or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage or other occurrence which occurs on Copart or ABB premises. Members agree to indemnify, defend and hold Copart and ABB harmless from any and all damages, losses, liabilities, costs or expenses (including attorney's fees) arising from claims made by Member for bodily injury or property damage occurring on Copart or ABB premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL ABB BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF OR INABILITY TO USE ANY VEHICLE, EVEN IF ABB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Members and guests 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."

## **VIII. MISCELLANEOUS**

### **A. Governing Law, Jurisdiction.**

This Agreement together shall be governed by the laws of the State of Florida without reference to the principles of conflicts of law. Each party hereby irrevocably submits to the jurisdiction of the courts of the State of Florida, sitting in Miami-Dade County, and the courts of the United States for Florida.

### **B. Binding Arbitration.**

You agree that any dispute concerning, relating, or referring to these Membership Terms and Conditions shall be resolved exclusively by binding arbitration according to the then-existing rules of the American Arbitration Association. Such proceedings will be governed by and in accordance with substantive Florida law and shall be decided by a panel of arbitrators or an arbitrator located in Miami-Dade County, Florida.

The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

### **C. Severability.**

If any term or provision of these Membership Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

### **D. Integration.**

This constitutes the entire agreement between the parties concerning the Membership Terms and Conditions and the subject matter contained herein. No further warranties, representations, or other promises, oral or written, have been made or are made part hereof.

V15 (12.28.2016)