

Terms and Conditions

Last updated on: June 24, 2021

Welcome! Thanks for your interest in AutoBidMaster. By using our website, products, and services, you represent that you are at least 18 years old, and that you have the ability to form legally binding contracts. By using our website, products and services you represent that you accept and agree to our Terms and Conditions, outlined below. If you have any questions, please [contact us](#).

1. MEMBERSHIP

You are entering into a legally binding agreement. These Member Terms and Conditions (this "**Membership Agreement**"), the [Website Terms of Service](#), the [Privacy Policy](#), and all [Rules & Policies](#) posted on our website (collectively the "Agreement" or "Contract") sets out the terms on which AutoBidMaster ("**we**" or "**us**" or "**our**" or "**AutoBidMaster**") offers you access to and use of our websites, applications, tools, and services (collectively "**Services**"). The [Website Terms of Service](#), the [Privacy Policy](#), and all [Rules & Policies](#) posted on our website are expressly incorporated into this Agreement.

Please be advised that this Agreement affects your legal rights and contains provisions that govern how claims you and AutoBidMaster have against each other are resolved (see Section 9 (Dispute Resolution)). You should read this entire Agreement carefully before accepting it. **If you object to anything in this Agreement, or otherwise do not understand or agree to be bound by this Agreement, do not use our Services.** If you use our Services in any way, you agree to and are bound by this Agreement. You may print a copy of this Agreement by using the print button or feature in your browser. We suggest retaining a copy for future reference.

We may change this Agreement at any time. We will provide you with notice of such changes, and it is your responsibility to review any changes to this Agreement. **If you object to any of the changes to this Agreement, or otherwise do not understand or agree to any of the changes to this Agreement, do not use our Services.** By continuing to use our Services following notice of any change to this Agreement, you agree to and are bound by this Agreement as changed.

By using our Website, products, and Services, you agree that we are authorized to charge any credit card on file for fees, payments, and or any other amount due under this Agreement.

AutoBidMaster has priced its Services based on your agreed validity of the disclaimers, waivers, and allocation of risks as assigned, as provided in this Agreement. You understand and agree that all disclaimers, waivers, and allocation of risks provided herein are essential to the basis of the bargain between you and us, and that without such AutoBidMaster would not provide the Services at the prices outlined in our Rules and Policies.

2. About AutoBidMaster

We are a membership service providing access to an online auto auction marketplace that provides you with access to the largest auto auction inventory in North America, operated by Copart, Inc. ("**Copart**"). We do not operate the auctions and we are not a seller at the auctions. Instead, we and our affiliated entities provide an online platform that allows you to purchase vehicles offered for sale by independent third-party sellers through Copart auto auctions. (As used herein, a "**vehicle**" means any available for purchase using AutoBidMaster's Services, including cars, trucks, SUVs, motorcycles, boats, jet skis, industrial equipment, trailers, RVs, and other similar and dissimilar vehicles.)

Subject to the terms of this Agreement, we or one of our affiliated entities will facilitate your purchase of used and salvage vehicles that you identify and select. A security deposit may be required before you are allowed to bid on and purchase any vehicle (see Security Deposit Rules & Policies). You must pay us a fee for any Services that we provide to you. The specific amount of the fee and the way in which the fee is collected is set forth in our [Rules & Policies](#). You must cooperate with us and our affiliated entities, including responding to our calls and emails, and providing information and documents that may be required to process your purchase, the transfer, and or the registration of any vehicle purchased via our Services.

We are a registered member (and Broker and Market Maker) with Copart but are not owned or controlled by Copart or otherwise affiliated with or endorsed or recommended by Copart. Copart is not responsible for the content of our website or the provision of Services to you by us.

By registering with AutoBidMaster and using AutoBidMaster's Services, you acknowledge and understand that you are registering with and purchasing vehicles from AutoBidMaster (or its affiliated entities) and not registering with or purchasing vehicles from Copart. You understand and agree that AutoBidMaster has the right to assign some or all of its rights under this Agreement to any of its affiliated entities and that any purchase made using our Services may be made via one of our affiliated entities. You explicitly consent to such assignment.

However, because you are using our Services to purchase vehicles sold at auctions operated by Copart and we are one of Copart's Brokers and Market Makers, all transactions conducted using our Services or any website or facility maintained by Copart or otherwise facilitated by Copart are also subject to the Copart Member Terms and Conditions and Terms of Service (which are expressly incorporated into this Agreement), as set

forth on [Copart's website](#) and as amended from time to time, including the "Disclaimers" pertaining to vehicles sold through Copart.

While we may provide information and other guidance as part of our Services, such information and guidance is for informational purposes only and you may decide whether or not to follow it. By using our Services, you understand and agree that (a) we do not own, control, employ, recommend, or endorse any of the independent third-party sellers who own the vehicles available for purchase using our Services; (b) we do not own or possess the vehicles available for purchase using our Services (unless we are listed as the seller); (c) we do not research, verify, confirm, guarantee, or warrant the accuracy or completeness of any Vehicle Information (as defined in Section 7.2 (Vehicle Information Disclaimer)) for any vehicle available for purchase using our Services; and (d) we do not make any representations, warranties or guarantees of any kind regarding the quality or condition of the vehicles available for purchase using our Services.

We are not responsible for any warranty service work on any vehicle you purchase using our Services (see Section 7 (Disclaimers)).

Purchasing a used or salvage vehicle from an online auto auction marketplace presents many risks. It is your sole responsibility to inspect any vehicle prior to placing any bid.

3. Your Use of AutoBidMaster's Website

Please review our [Website Terms of Service](#) for additional terms and conditions related to your access to and use of our website.

4. Your Privacy

Your privacy is important to us. Please review our [Privacy Policy](#) for information about how we collect, use, disclose, retain, and protect your personal information.

5. Rules & Policies

Due to various state and federal regulations, not all vehicles listed on our Website are available for purchase by all members. In some cases, according to your state regulations you might not be allowed to directly purchase vehicles located in the state in which you reside. Before making bidding on any vehicle, you must verify with your DMV that the location of the vehicle is not the same as your state of residence, as provided to AutoBidMaster and or as indicated on your driver's license uploaded to AutoBidMaster.

Purchases of vehicles located in the same state as a member's address, as indicated in their membership account records, require delivery by AutoBidMaster or an AutoBidMaster affiliated entity. There is an additional fee for delivery. In the event that you want to bid on a vehicle located in your state, please contact AutoBidMaster to discuss your options and additional costs.

By completing the transaction with AutoBidMaster you confirm that you have confirmed that you can buy such vehicles and have met necessary requirements with your state regulations.

Payments must indicate member name, and the name and address of the person or business sending the payment, if the payment is sent by anyone other than the member. In the event payments are made by third parties on behalf of a member's account, and an overage occurs, or amounts are due back for any reason, the appropriate funds will be returned to the third-party payor and not the member.

Please review our [Rules & Policies](#) for additional terms and conditions that apply to your use of our Services.

6. Your Member Account

In order to access certain features of our website and to use our Services, you must register to create an account ("**Member Account**") and accept this Agreement. Each individual or organization may only have one membership. Memberships are not transferrable. In addition, state-specific registration requirements and applicable laws, regulations, and restrictions may further limit Member registration and vehicle purchasing eligibility. Company reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion.

7. Disclaimers

7.1. General Vehicle Condition and History Disclaimer

All vehicles are "AS-IS" and "WHERE IS" and "WITH ALL FAULTS"

You agree that vehicles purchased using our Services are purchased **without any warranty, express or implied, including but not limited to any warranty of fitness for a particular purpose or warranty of merchantability.**

You agree that vehicles purchased using our Services are **not represented as being in road-worthy condition or mechanically sound.**

You agree that vehicles purchased using our Services may have **latent, hidden, or undisclosed damage or other conditions that are not immediately apparent or discoverable.**

You agree that vehicles purchased using our Services may **not be fit for use as a means of transportation, may not comply with local, state, or federal emissions standards, and may require substantial repairs at your expense.**

You agree that it is **your sole responsibility to ascertain, confirm, research, inspect, and/or investigate any vehicle and all related Vehicle Information** (as defined in Section 7.2 (Vehicle Information Disclaimer)) before placing any bid or purchasing any vehicle using our Services

7.2. Vehicle Information Disclaimer

Vehicle Information is provided for convenience only. AutoBidMaster does not guarantee that Vehicle Information is accurate or complete.

"**Vehicle Information**" means any and all information related to a vehicle listed on our website, whether provided in written, oral, or digital form, including: year, make, model, body style, color, drive type, engine type, cylinders, fuel type, condition, damage amount, damage type, primary damage, secondary damage, mileage, odometer, odometer descriptions, vehicle identification number ("**VIN**") or serial number, title or ownership document type, title or ownership document state, title or ownership document history, estimated retail value, actual cash value, repair estimate, estimated repair cost, repair history, total loss history, airbag deployment, keys, any Auction Highlights, and any and all other information (including images) listed on any lot listing page and the "Lot Details" or "Copart Auto Auction Lot Details" for any vehicle.

The vehicles listed on our website are neither owned by us nor in our inventory. As a result, all items of Vehicle Information are provided by the auction seller (via Copart as the operator of the auction). We do not review nor confirm any of the Vehicle Information. Please be advised that the Vehicle Information may contain inaccuracies, errors, and omissions. **We expressly disclaim all representations, warranties, or guarantees regarding the accuracy or completeness of any Vehicle Information.** Vehicle Information is provided for convenience only. We strongly encourage you to inspect any vehicle prior to placing any bid or agreeing to purchase any vehicle.

You agree not to rely on any Vehicle Information in deciding whether or how much to bid on a vehicle.

7.3. Auction Highlights Disclaimer

Any "Auction Highlights" listed on any lot listing page refers to certain notes provided by Copart (as the operator of the auction). As noted above, the vehicles listed on our website are neither owned by us nor in our inventory. As a result, any Auction Highlights are provided by Copart (as the operator of the auction). We do

not review nor confirm any Auction Highlights. **We expressly disclaim all representations, warranties, or guarantees regarding the accuracy or completeness of any Auction Highlights.** In other words, even if a vehicle listing has a "Run & Drive" Auction Highlight, we do not represent, warrant, or guarantee that the vehicle will run or drive at any time before or after your purchase.

You agree not to rely on any Auction Highlight in deciding whether or how much to bid on a vehicle.

7.4. No Professional Advice; Information Only

Any information, guidance, or advice obtained through our Services, including our website and our phone, email, and chat support services, is for informational purposes only. Our customer support team is available to assist you and answer your questions, but they are not mechanics, experts, or otherwise trained or qualified professionals in any vehicle-related field. If you have specific concerns or questions that may require professional advice, you should consult with an appropriately-trained and qualified professional before placing any bid or making any purchase.

You agree not to rely on any information, guidance, or advice obtained through AutoBidMaster's services in deciding whether or how much to bid on a vehicle.

7.5. VIN Disclaimer

Certain jurisdictions permit vehicles to be sold with missing VIN plates. As a result, we do not represent, warrant, or guarantee that any vehicles are equipped with any or all VIN plates.

7.6. Emissions Laws and Standards Disclaimer

We do not represent, warrant, or guarantee that any vehicle purchased using our Services currently meets or can be modified, altered, or repaired to meet local emissions or safety laws and requirements. We do not represent, warrant, or guarantee that any vehicle purchased using our Services has a catalytic converter.

7.7. Keys Disclaimer

We do not represent, warrant, or guarantee that keys are or will be available for any vehicle purchased using our Services, regardless of whether the auction listing indicated the vehicle comes with keys, keys are present in images, or keys were present in the vehicle prior to the time of purchase.

7.8. Title and Registration Laws Disclaimer

Due to variations in applicable laws and regulations, a vehicle listed with a "clean" or "clear" or other similar title or ownership document type may have a salvage history. Regardless of whether the title or ownership document type is listed as "clean" or "clear" or does not otherwise indicate a salvage history on the auction

listing, the title or ownership document may become a salvage, reconstructed, or an otherwise branded title or ownership document upon registration in your state or any other jurisdiction. (For example, a vehicle legally purchased by you with a clean title in State A may be required to be sold on a salvage title if you transport and register or resell the vehicle in State B.)

Additionally, due to variations in applicable laws and regulations, you may receive a title or ownership document which is different than (but similar to) the title or ownership document that is listed on the lot listing page. Processing times for different (but similar) titles or ownership documents may take 5-7 weeks and result in additional fees. (See Payment Rules & Policies and AutoBidMaster Member Fees for more information.)

Buyers of vehicles titled as "Certificates of Destruction," "Non-Repairable Vehicle Certificates," "Junk Certificates," or a title with other brands that indicate the vehicle cannot be retitled, or that the vehicle has no resale value except as a source of parts or scrap, will only receive Purchase Agreement Documents for the parts or scrap purchase and not a physical title. Buyers wishing to export such a vehicle must contact us with their intention to export prior to sale. In order to export a vehicle with such title, there is an additional processing fee and the processing time is two to six weeks.

Accordingly, we do not represent, warrant, or guarantee that (a) any vehicle purchased using our Services can be legally registered in any state or other jurisdiction or (b) you will receive the specific title or ownership document that is listed on the lot listing page. **It is your sole responsibility to determine whether you will be able to register the vehicle or receive a "clean" or "clear" title in your state or any other jurisdiction prior to placing any bid or purchasing any vehicle using our Services**, and you accept all risks associated with variations in vehicle title and registration laws and regulations between states and other jurisdictions that may prevent you from titling or registering your vehicle or may negatively impact the marketability of your vehicle purchased using our Services.

7.9. Paperwork Processing Disclaimer

We are not liable or responsible for defects, errors, or omissions (a) related to any paperwork not processed by us, (b) made by any governmental agency or entity, or (c) made by title processing clerk. We are not liable or responsible for titles or ownership documents lost in the mail. Duplicate title or ownership document requests may result in delays and additional processing fees.

7.10. NMVTIS Reporting Disclaimer

Vehicles available for purchase using our Services may have been reported to the National Motor Vehicle Title Information System ("NMVTIS"), and transaction data related to vehicles purchased using our Services may be reported to NMVTIS. You accept all risks associated with purchasing vehicles using our Services resulting from the reporting of the vehicle or the purchase transaction data to NMVTIS by us or others. Please be

advised that you may be subject to NMVTIS reporting requirements if you purchase a vehicle using our Services. For more information on the NMVTIS, please visit www.vehiclehistory.gov.

8. Limitation of Damages, Release of Liability, and Indemnification

Any release, disclaimer, indemnification, or limitation stated elsewhere in this Agreement is in addition to **This Section is part of the basis of the bargain between you and AutoBidMaster and shall apply to all Claims (as defined in Section 9 (Dispute Resolution)), even if AutoBidMaster has been advised of the possibility of any such liability or damage and even if these remedies fail their essential purpose.**

Some states or jurisdictions do not allow the types of limitations in this section, so they may not apply to you.

8.1. Limitation of Damages

You agree that, to the extent permitted by applicable law, **AutoBidMaster shall not under any circumstances have any liability whatsoever to you or any third-party** (whether jointly, severally, or individually) for any damages or losses of any kind (known or unknown, foreseen or unforeseen, direct or indirect) arising out of or in any way related to any disclaimer provided in this agreement (including Section 7 (Disclaimers)) or on AutoBidMaster's website.

You agree that, to the extent permitted by applicable law, **AutoBidMaster shall not under any circumstances have any liability whatsoever to you or any third-party** (whether jointly, severally, or individually) for any (a) indirect, incidental, special, consequential, or punitive damages, (b) loss of use, data, opportunity, goodwill, reputation, profit, or revenue, or (c) costs or expenses (including attorney fees), for any Claim (as defined in Section 9 (Dispute Resolution)) not amounting to a willful or intentional wrong.

Regardless of the previous paragraphs, you agree that, to the extent permitted by applicable law, if AutoBidMaster is found liable in any Claim (as defined in Section 9 (Dispute Resolution)), **AutoBidMaster's total liability to you or to any third-party (whether jointly, severally, or individually) shall not exceed the amount of any fees** (excluding any [Copart Fees](#), the purchase price of any vehicle, or any other fees charged by any third-party) paid by you to AutoBidMaster related to the transaction or vehicle giving rise to the liability. If no such fees were paid by you to AutoBidMaster, **AutoBidMaster's total liability to you or any third-party (whether jointly, severally, or individually)** for any Claim (as defined in Section 9 (Dispute Resolution)) **shall not exceed \$500 USD.**

8.2. General Release of Copart

You acknowledge and agree that Copart is not a party to this Agreement or to any transaction you enter into using our Services. Accordingly, you hereby release Copart from any and all liability whatsoever for any losses or damages (whether direct or indirect, known or unknown, foreseen or unforeseen, and including attorney fees) arising out of or in any way related to any Claim (as defined in Section 9 (Dispute Resolution)). You further acknowledge and agree that under this general release of Copart, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the scope of this general release to include only those claims that you may know or suspect to exist at the time you agree to this release. Additionally, you hereby agree to pay all reasonable costs and expenses (including court fees, attorney fees, travel expenses, and other related costs and expenses) incurred by Copart (or Copart's indemnitor) in connection with its efforts to obtain a stay or dismissal of any Claim (as defined in Section 9 (Dispute Resolution)) against Copart pursuant to this general release. For the limited purposes of this general release, you acknowledge and agree that Copart is an intended third-party beneficiary of this Agreement.

8.3. Liability to, and General Release of, AutoBidMaster

You hereby agree that you will be liable to AutoBidMaster for any breach of the Agreement, including but not limited to the items listed below, and you unconditionally release AutoBidMaster from any and all liability whatsoever for any losses or damages (whether direct or indirect, known or unknown, foreseen or unforeseen, and including attorney fees) arising out of or in any way related to any of the following:

Your failure or refusal to strictly comply with our [Rules & Policies](#).

Your failure or refusal to notify us of any problem with or condition of any vehicle before it is removed from the Copart facility (or other location where vehicle is awaiting pickup).

Your failure or refusal to keep your Member Account login information confidential.

Any bids, purchases, and or payments made via your Member Account.

Our termination or suspension of your Member Account.

Your cancellation of your Member Account.

Our decision to use or not to use all or any portion of your Security Deposit to pay any unpaid account balance.

Any rejection or cancelation of any bid by Copart.

Any postponement, cancelation, or withdrawal of a vehicle from a sale by Copart.

The acceptance or rejection of any bid for any "On Approval" or "On Minimum Bid" vehicle.

Your failure or refusal to know the type and amount of applicable fees and charges (including Membership Fees, Auction Fees, Storage Fees, Late Fees, Relist Fees, and other applicable fees and charges related to your use of our Services).

Your failure or refusal to pay any amount due within the time period specified (including any vehicle purchase price, Membership Fees, Auction Fees, Storage Fees, Late Fees, Relist Fees, and other applicable fees and charges related to your use of our Services).

Your failure or refusal to arrange proper and timely removal any vehicle from the applicable Copart facility (or other location where vehicle is awaiting pickup) within the time period specified.

Our refusal to release any vehicle or vehicle title or ownership documents or otherwise transfer possession or ownership of any vehicle to you due to any unpaid account balance or your violation of this Agreement.

Our refusal to release or transfer possession or ownership of any vehicle to anyone other than you.

Your failure or refusal to transfer ownership or register any vehicle in your name (as applicable).

Our refusal to issue you a refund for any reason.

Our declaration that any vehicle is “abandoned” due to your failure or refusal to remove the vehicle from the applicable Copart facility (or other location where vehicle is awaiting pickup) within the time specified.

Our sale or other disposition of any abandoned vehicle.

Any damage to or loss of your vehicle (or any portion or parts thereof) due to operational procedures in place at the Copart facility (or other location where vehicle is awaiting pickup), acts of theft or vandalism, weather, acts of God, or any other reason that occurs after the end of an auction but before the vehicle is removed from the applicable Copart facility (or other location where vehicle is awaiting pickup).

Your failure or refusal to comply with this Agreement or any applicable law or regulation when removing your vehicle from the applicable Copart facility (or other location where vehicle is awaiting pickup).

Your vehicle after it is removed from the applicable Copart facility (or other location where vehicle is awaiting pickup).

Your use of any service provided by any third party (including any of our recommended service providers).

Any bodily injury, property damage, or other occurrence which occurs on Copart's or AutoBidMaster's premises, whether caused in whole or in part by the negligence of AutoBidMaster or Copart. **It is specifically**

understood that this release shall be interpreted as releasing AutoBidMaster and Copart for their own sole and/or partial negligence.

Our denial or rejection of any request or demand by you that does not comply with this Agreement.

You acknowledge and agree that under this general release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the scope of this general release to include only those claims that you may know or suspect to exist at the time you agree to this release.

Additionally, you hereby agree to pay all reasonable costs and expenses, including court fees, attorney fees, travel expenses, and other related costs and expenses, incurred by AutoBidMaster in connection with its efforts to enforce this Agreements, and or its efforts to collect amounts due from you.

8.4. General Indemnification of AutoBidMaster and Copart

Members irrevocably and unconditionally waive and release their rights (if any) to recover from AutoBidMaster, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates, and vehicle sellers (“AutoBidMaster Indemnitees”) any and all damages, losses, liabilities, costs, expenses, or claims, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage, Member’s noncompliance or alleged noncompliance with law or regulations, and or Member’s violation of this Agreement or any other agreement between the parties. Members agree to indemnify, defend, and hold AutoBidMaster Indemnitees harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys’ fees) arising from claims made by the Member or related to: 1) bodily injury or property damage related to the provision of the services contemplated here in and or any vehicles sold by AutoBidMaster, 2) the Member’s failure to comply with applicable laws or regulations, 3) the Member’s sale or transfer of vehicles to third parties, 4) claims made against AutoBidMaster Indemnitees by the third parties related to Member, 5) Member’s noncompliance with any portion of this Agreement, including the nonpayment for Services, including but not limited to all Storage Fees, Late Fees, Relist Fees, and all other related costs, fees, and charges; and or those damages, losses, liabilities, costs or expenses (including attorney fees) incurred in enforcing and or defending the provisions of this Agreement, including but not limited to expenses related to investigation; any and all attorney, expert, and or collection fees, costs, disbursements or other expenses,; and interest which may be imposed in connection therewith.

8.4.1 Scope of Indemnification. To the maximum extent permitted by law, you, hereby agree to indemnify AutoBidMaster and its affiliates, sublicensees, members, directors, officers, employees, representatives, agents, and any person claiming by or through any of them, and their respective successors, heirs, and assigns against any and all Losses arising out of, resulting from, or related to any claim brought by a third-party related to your membership with us and or to any transaction(s) with you, including but not limited to the items listed

in Section 8.3 (Liability to, and General Release of, AutoBidMaster) (collectively "**Third-Party Claim**"). Your indemnification obligations shall be subject to the following limitations:

(1) Notice. If AutoBidMaster seeks indemnification for a Third-Party Claim, we shall give you written notice promptly after we become aware of the facts giving rise to such claim for indemnification (an "**Indemnified Claim**"), and in any event within 90 days, specifying in reasonable detail the factual basis of the Indemnified Claim and stating the amount of the damages (or if not known, a good faith estimate of the amount of damages).

(2) Control. In the event of receipt of notice of a Third-Party Claim, you shall have the right to control and defend such Third-Party Claim, provided such control and defense fully protects the interests of AutoBidMaster, in AutoBidMaster's sole subject determination. Should you decline to control and defend the Third-Party Claim or should AutoBidMaster determine that your control and defense does not fully protect the interest of AutoBidMaster, we shall have the right, at any time, to control and defend the Third- Party Claim in such manner as we may deem appropriate. The controlling party shall select counsel, contractors, experts, and consultants of recognized standing and competence reasonably acceptable to the other party, shall take reasonable steps necessary in the investigation, defense or settlement thereof, and shall diligently and promptly pursue the resolution thereof. All parties shall cooperate fully with the party conducting the defense of any Third-Party Claim.

(3) Settlement. The party controlling the defense of any Third-Party Claim shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any Third-Party Claims subject to the following provisions. If you are controlling the litigation, you may not enter into a settlement or consent to an entry of judgment with respect to any Third-Party Claim without AutoBidMaster's express written consent, not to be unreasonably withheld, conditioned, or delayed. If we are controlling the litigation, we may not enter into a settlement or consent to an entry of judgment with respect to any Third-Party Claim without your express written consent, not to be unreasonably withheld, conditioned, or delayed.

It shall not be considered unreasonable for AutoBidMaster to withhold consent if you have not reimbursed AutoBidMaster for their Losses or made arrangements to do so which are acceptable to AutoBidMaster. It shall not be unreasonable for AutoBidMaster to withhold consent if the proposed settlement or entry of judgment could negatively impact AutoBidMaster's professional reputation. Regardless of who assumes control and defense of the global Third-Party Claim, AutoBidMaster reserves the right to directly settle or otherwise resolve any claim against AutoBidMaster.

8.5. Waiver of [California Civil Code § 1542](#)

If you are a California resident, you hereby 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."

9. Dispute Resolution

You and AutoBidMaster agree that any claim, demand, controversy, dispute, or cause of action arising out of or in any way related to this Agreement, your Member Account, your relationship with us, your use of or inability to use our Services (through our website or otherwise), or any vehicle you bid on or purchase using our Services (each, a "**Claim**") will be resolved in accordance with the provisions set forth in this section. **Please read this section carefully. This section affects your legal rights and will have a substantial impact on how any Claim you and AutoBidMaster may have against each other is resolved.**

9.1. Limitations Periods

Except where prohibited by applicable law, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, **ANY CLAIM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE DATE ON WHICH SUCH CLAIM ACCRUED OR BE FOREVER BARRED.** You agree that this limitations period is reasonable due to the nature of the transactions contemplated in this Agreement.

9.2. Applicable Law

You agree that the laws of the State of Oregon shall govern this Agreement, your relationship with us, and any Claim, notwithstanding of any conflict of laws principles and without regard to your state or country of residence, domicile, or origin, or where you accessed our website or Services.

9.3. Notice of Dispute Form

We want to avoid legal action, and we hope you do, too. Therefore, if either you or we plan to pursue a Claim against the other, you or we must first send to the other, a completed Notice of Dispute form. The Notice of Dispute form is [available here](#).

If you intend to pursue a Claim against us, you must send your completed Notice of Dispute to us via certified mail at the following address:

*AutoBidMaster
Re: Notice of Dispute
6807 NE 79th Ct Ste B
Portland, OR 97218*

If we intend to pursue a Claim against you, we will send a completed Notice of Dispute to you at the address associated with your Member Account. It is your responsibility to keep your address updated via your [My Account](#) page. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and we are unable to resolve the Claims described in the Notice within 30 days after the Notice is sent, or if either party sends the other a written denial or rejection of its Claims prior to the expiration of this 30-day period, either party may initiate arbitration in accordance with Section 9.4 (Agreement to Arbitrate).

Note that neither party must complete and send a Notice of Dispute form to pursue any Claim as a counterclaim against the other party in any pending legal action.

[Download AutoBidMaster Notice of Dispute Form](#)

9.4. Agreement to Arbitrate

You and AutoBidMaster agree that any Claim shall be resolved exclusively through final and binding arbitration, rather than in any court. **You and AutoBidMaster agree that each waives any right to a jury trial under this Agreement to Arbitrate.** You agree not to file or initiate litigation or any legal action (including arbitration or small claims actions) against AutoBidMaster, or any of AutoBidMaster's vendors, including Copart, other than as provided in this Agreement. If the event you do file or initiate litigation in violation of this Agreement, no applicable limitations period(s) will be tolled during the pendency of any litigation or action instituted. In the event you file or initiate litigation (including local and or small claims actions), you hereby agree to pay all costs (including but not limited to court fees, attorney's fees incurred by the Company related to the Company's efforts to get such litigation or action dismissed and/or transferred arbitration as provided herein.

9.4.1. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND AUTOBIDMASTER AGREE THAT EACH MAY BRING ANY CLAIM AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND AUTOBIDMASTER AGREE OTHERWISE (IN WRITING), THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIM AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO

PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM. ANY RELIEF AWARDED CANNOT AFFECT OTHER AUTOBIDMASTER MEMBERS.

9.4.2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the applicable law and terms of this Agreement as a court would.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or in any way relating to the interpretation, applicability, enforceability, or formation of this Agreement to Arbitrate (or any portion thereof), or of this Agreement (or any portion thereof), including any claim that all or any portion of the Agreement to Arbitrate or this Agreement is unenforceable.

The arbitrator shall not be bound by rulings in prior arbitrations involving different AutoBidMaster members but is bound by rulings in prior arbitrations involving the same AutoBidMaster member to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The arbitration of any Claim shall be held in Portland, Oregon and will be conducted and governed by the Arbitration Services of Portland ("ASP") under its rules and procedures (which are available on [ASP's website](#)), except as such rules and procedures are modified as follows:

- A. The arbitration hearing shall take place no later than 120 days after arbitration is initiated.
- B. Where no party's claim exceeds \$10,000 (exclusive of interest, attorney fees, and arbitration costs), the dispute shall be resolved by submission of documents unless the arbitrator determines that an oral hearing is necessary. Within 14 days after appointment of the arbitrator, the arbitrator shall schedule a preliminary case management teleconference to establish fair and equitable procedures for the submission and review of documents. The final date for submissions (including any response and replies, if permitted) shall be no later than 120 days after arbitration is initiated.
- C. Except where no party's claim exceeds \$10,000 (exclusive of interest, attorney fees, and arbitration costs), each party (or each party's representative if such party is an entity or organization) must appear in-person at the arbitration hearing.
- D. Discovery of documents and other tangible things shall be limited to those documents and other tangible things which each party intends to rely on during the arbitration.

- E. Documents presumed admissible shall include this Agreement, the applicable sale documents (including the Invoice, Bill of Sale, Statement of Facts, Damage Disclosure Statement, and Power of Attorney), and all emails sent to one party from the other party.
- F. It shall not be a requirement for a document to be presumed admissible that the party offering a document has made available, after request, to all other parties all other related documents from the same author or maker.
- G. Legal issues (which may be resolved without need for reliance on factual issues) shall be resolved via summary disposition by the arbitrator prior to the arbitration hearing.
- H. At least two business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing. The arbitrator shall resolve disputes concerning the exchange of exhibits.
- I. Unless applicable law provides otherwise, the arbitration may proceed in the absence of any party who fails to appear at the arbitration hearing or fails to submit documents in a dispute to be resolved by the submission of documents. An award may be made solely on the default of a party for failure to appear.
- J. If the total and combined relief requested is \$100,000 or more (exclusive of interest, attorney fees, and arbitration costs), a party may appeal purely legal errors and manifestly erroneous factual findings.

The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over any arbitration. Rather, the ASP rules shall determine the number of arbitrators that may preside over any given arbitration conducted under this Agreement to Arbitrate.

The form for initiating any arbitration proceeding is available on [ASP's website](#). In addition to filing this form with the ASP in accordance with its rules and procedures, you must send, by certified mail, a copy of the completed form to AutoBidMaster at the following address to initiate arbitration proceedings:

AutoBidMaster

Attn: Legal Department

Re: Arbitration Claim

6807 NE 79th Court, Suite B

Portland, OR 97218

In the event AutoBidMaster initiates arbitration against you, AutoBidMaster will send a copy of the completed form to the address associated with your Member Account. Any settlement offer made by you or AutoBidMaster shall not be disclosed to the arbitrator.

9.4.3. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be governed by the ASP's rules, unless otherwise stated in this Agreement to Arbitrate.

9.4.4. Severability

With the exception of any of the provisions in Section 9.4.1 (Prohibition of Class and Representative Actions and Non-Individualized Relief) of this Agreement to Arbitrate, if an arbitrator or court decides that any portion of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 9.4.1 (Prohibition of Class and Representative Actions and Non-Individualized Relief) of this Agreement to Arbitrate is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of this Agreement (including all other provisions of Section 9 – Dispute Resolution) shall continue to apply.

If an arbitrator or court decides that the requirement set forth in Section 9.4.2 (Arbitration Procedures) that any arbitration under this Agreement to Arbitration be held in Portland, Oregon is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply and any arbitration shall instead be held in the county in which you reside or at another mutually agreed location. In cases where an in-person hearing is held, you and/or AutoBidMaster may attend by telephone, unless the arbitrator requires otherwise.

9.4.5. Opt-Out Procedure

YOU MAY CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING AUTOBIDMASTER A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NOT LATER THAN 30 DAYS AFTER THE DATE ON WHICH YOU ACCEPT THIS AGREEMENT FOR THE FIRST TIME, AND YOU MUST MAIL THE OPT-OUT NOTICE VIA CERTIFIED OR REGISTERED MAIL, RETURN-RECEIPT REQUESTED, TO:

*AutoBidMaster
Attn: Legal Department
Re: Opt-Out Notice
6807 NE 79th Ct Ste B
Portland, OR 97218*

For your convenience, the Opt-Out Notice form that you must complete and mail to Opt-Out of the Agreement to Arbitrate is available [here](#). You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and Member Account login information and email address associated with your Member Account to which the Opt-Out Notice applies. You must sign the Opt-Out Notice for it to be effective. **This procedure is the only way you**

can Opt-Out of the Agreement to Arbitrate. If you Opt-Out of the Agreement to Arbitrate, all other parts of this Agreement (including all other provisions of Section 9 (Dispute Resolution)) will continue to apply to you. If you Opt-Out of this Agreement to Arbitrate, this has no effect on any previous, other, or future arbitration agreements that you may have with AutoBidMaster.

[Download AutoBidMaster Opt-Out Notice Form](#)

9.4.6. Future Changes to the Agreement to Arbitrate

Notwithstanding any provision in this Agreement to the contrary, you and AutoBidMaster agree that if AutoBidMaster makes any change to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any Claim that was filed in a legal action or proceeding against AutoBidMaster prior to the effective date of the change. The change shall apply to all other Claims governed by the Agreement to Arbitrate that have arisen or may arise between you and AutoBidMaster. AutoBidMaster will notify you of changes to this Agreement to Arbitrate by posting the amended terms on AutoBidMaster's website at least 30 days before the effective date of the changes and/or by providing notice through your Member Account page and/or via email. **If you object to any of the changes to this Agreement to Arbitrate, or otherwise do not understand or agree to be bound by the changes to this Agreement to Arbitrate, you may cancel your Member Account within the 30-day period and you will not be bound by the new terms.**

Moreover, if AutoBidMaster seeks to terminate the Agreement to Arbitrate as included in this Agreement, any such termination shall not be effective until 30 days after you are given notice of the termination of this Agreement to Arbitrate and shall not be effective as to any Claim that was filed in a legal action or proceeding against AutoBidMaster prior to the effective date of termination.

9.5. Judicial Forum for Claims

Unless you and AutoBidMaster otherwise agree, in the event that the Agreement to Arbitrate under Section 9.4 (Agreement to Arbitrate) is found not to apply to you or to any particular Claim, either as a result of your decision to Opt-Out of the Agreement to Arbitrate or as a result of any decision by any arbitrator or court, you agree that any Claim must be resolved exclusively by the state or federal courts located in Multnomah County, Oregon. You consent to venue and personal jurisdiction of such courts for the purposes of litigating all such Claims.

To the extent permitted by applicable law, you voluntarily and expressly agree to waive (and/or not exercise your rights under) any statute or law that provides you with the ability to revoke or otherwise invalidate this mandatory forum selection clause (or any portion thereof).

The parties agree that nothing under this section shall prohibit any party from enforcing or otherwise seeking to collect on any judgment in any jurisdiction permitted by applicable law.

9.6. Attorney Fees

Each party shall bear its own costs, expenses, and attorney fees incurred in connection with any cause or action, except when such is specifically provided for under Sections 8.1, 8.2, 8.3, 8.4, 9.4 and 9.6 of this Agreement, is related to our efforts to collect amounts due from you under this Agreement, is provided for under ASP rules, and or is provided for by applicable law. Any reference in this Agreement to attorney fees shall specifically include an award to AutoBidMaster for time incurred by AutoBidMaster's in-house attorney, at a rate no less than Three Hundred Dollars per hour. Other than as specifically provided herein, there is no general right to an award of costs and expenses (including attorney fees), even if such party is the "prevailing party".

9.7. Service of Process

You expressly agree to accept service of process by the certified or registered mailing of a copy of the summons and complaint to the last address provided by you to AutoBidMaster. It is your responsibility to keep your account information updated via your [My Account](#) page.

10. General Provisions

10.1. References to Parties

Any reference in this Agreement to any individual or entity (including you, AutoBidMaster, and Copart) shall include a reference to its respective directors, officers, shareholders, members, employees, representatives, agents, subsidiaries, partners, affiliates, and assigns.

10.2. Construction and Interpretation

The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "section" or "sections" without additional identification refer to the section or sections of this Agreement. The singular shall include the plural, and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

10.3. Time is of the Essence

Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

10.4. Notices

You agree that we may provide notices to you in the following ways: (a) a banner or other notice on our website, or (b) an email sent to an address you provided, or (c) through other means including mobile number, telephone, or mail. It is your responsibility to keep your account information updated via your [My Account](#) page.

10.5. Translations

We may offer translated versions of our websites, Services, or this Agreement. Any such translations are offered solely for convenience. You should not rely on any translated version of our websites, Services, or this Agreement. If any questions arise concerning the accuracy or completeness of any translated version of our website, Services, or this Agreement, please refer to the English version, which is the official and authoritative version.

10.6. Contacting AutoBidMaster

You may contact AutoBidMaster in any of the following ways:

AutoBidMaster

6807 NE 79th Ct Ste B

Portland, OR 97218

+1 (503) 298-4300

support@autobidmaster.com

10.7. No Third-Party Beneficiaries

You understand and agree that, except as otherwise expressly stated in this Agreement, this Agreement creates no third-party beneficiary rights.

10.8. No Joint Venture

You acknowledge and agree that no independent contractor, partnership, joint venture, employer-employee, principal-agent, or franchiser-franchisee relationship is intended or created by this Agreement or your use of our Services.

10.9. Waiver

Our failure to strictly or timely enforce any provision of or exercise any right under this Agreement is not a waiver of our ability or right to do so later or of our ability or right to enforce any other provision of or exercise any right under this Agreement. Any waiver must be in writing and signed by the waiving party.

10.10. Severability

Except as otherwise expressly stated in this Agreement, if any provision (or portion thereof) of this Agreement is found by a court or arbitrator of competent jurisdiction to be unenforceable, illegal, null, void, or against public policy, such provision (or portion thereof) will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision and this Agreement. If a court or arbitrator finds the modified provision to be unenforceable, illegal, null, void, or against public policy, the enforceability of the remaining provisions of this Agreement and this Agreement in general will not be affected in any way.

10.11. Survival

Any provision of this Agreement which imposes an obligation after termination, cancelation, or expiration of your Member Account or this Agreement will survive the termination, cancelation, or expiration of this Agreement.

10.12. Integration

This Agreement constitutes the entire agreement between you and AutoBidMaster with respect to its subject matter and replaces and supersedes any other prior or contemporaneous agreements or terms and conditions applicable to the subject matter of this Agreement. There have been no representations, warranties, or promises outside of this Agreement.