

## 1. TERMS OF USE

1. “Collecting Cars” / “we” / “us” and “our” means Collecting Cars US Ltd, company registration number 1354907 and the registered office of which is at C/O Bishop Fleming, 10 Temple Back, Bristol, United Kingdom, BS1 6FL.
2. These Terms of Use (“**Terms**” or “**Agreement**”) explain how you may access and use this website [www.collectingcars.com](http://www.collectingcars.com) (the “**Site**”). Additional to these Terms, the following terms apply to your use of the Site:
3. Our privacy policy is available [here](#), which sets out the terms on how we handle your personal information; and
4. Our cookie policy is available [here](#), which sets out information about the cookies on our Site.
5. You should read these Terms carefully before using the Site. By accessing or using the Site or otherwise indicating your consent, you agree to be legally bound by these Terms and the documents referred to in them. If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
6. PLEASE NOTE THESE TERMS CONTAIN DISCLAIMERS AND LIMITATIONS OF LIABILITY, AS WELL AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER FOR US RESIDENTS, which waives your right to sue in court or seek a jury trial for disputes relating to your use of the Site.
7. The services we provide through the Site include a platform for vehicle listing and information services. COLLECTING CARS IS NOT A BROKER, DEALER, OR TRADITIONAL AUCTIONEER, DOES NOT BUY, SELL, OR OFFER TO BUY OR SELL VEHICLES, AND IS NOT A CONTRACTING PARTY TO ANY SALE OF VEHICLES. AT NO POINT DO WE HOLD TITLE OF ANY VEHICLE, INSPECT ANY VEHICLE, OR HAVE ANY VEHICLE IN OUR POSSESSION.
8. If you have any questions about the Site, please contact us by e-mail on: [info@collectingcars.com](mailto:info@collectingcars.com)
9. The language of these Terms is English and all documents, notices, waivers, variations and written communications relating to this contract and these Terms shall be in English. If these Terms and any document relating to them is translated, the English version shall prevail.

## 2.

### DEFINITIONS

“**Auction Lot**” means any lots listed on the Site including Vehicles and Automobilia;

“**Automobilia**” means any lots listed on the Site that are not a Vehicle but related to one, including but not limited to number plates, tyres and rims, parts, accessories and manuals;

“**Buyer**” means a person who registers with us and is accepted to submit bids for the purchase of an Auction Lot;

“**Buy Now**” means the process described in clause 12.10;

“**Content**” means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

“**Live Auction**” has the meaning given to it in clause 6.3;

“**Seller**” means the person who registers with us and is accepted to list an Auction Lot for sale;

“**Site**” has the meaning given to it in clause 2.1;

“**Terms**” means these terms and conditions of use as updated from time to time under clause 24;

**“Trade Seller”** means a Seller who is not acting as a consumer and/or is selling as part of a trade or business;

**“Vehicle”** means any car, motorbike or other motor vehicle listed on the Site including but not limited to spares, tools and documentation listed as being part of the Auction Lot;

**“Working days”** means Monday to Friday except public holidays as applicable in London, UK;

**“you”** means a Buyer or a Seller or any other person accessing, browsing or using the Site or its Content (and “your” shall have the same meaning).

### 3. ABOUT COLLECTING CARS AND THE SITE

1. We only provide a platform for a Seller to list their Auction Lot for sale and a Buyer to bid on an Auction Lot with the intent of purchasing such Auction Lot. We are not a traditional auctioneer. We do not hold title of any vehicle, inspect any vehicle, or have any vehicle in our legal possession.
2. The content made available on the Site is solely for information purposes. We do not write, create, edit, or own any vehicle listing. The accuracy of a listing is the sole responsibility of the Seller.
3. We do not act as agent of the Seller and we do not offer for sale, sell, buy or exchange any Auction Lots. We are not involved in the contracting process nor are we a party to the sale contract between the Buyer and the Seller.
4. We have no control over and do not guarantee the existence, quality, safety or nature of any items listed on the Site, the ability of any party to buy or sell any item listed on the Site, or that a party will complete a transaction for an item on the Site.
5. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
6. We may prevent or suspend your access to the Site if in our sole discretion you do not comply with any part of these Terms, any terms or policies to which they refer, or any applicable law.

### 4. YOUR USE OF THE SITE

1. While using the Site you agree to provide us only with truthful accurate, and current information, including but not limited to in your account creation and registration, in connection with any Auction Lot listing, and any interaction or communication with us or other users.
2. Certain conduct is prohibited on the Site. As a condition of your use of the Site, you agree:
  1. not to use the Site for any purpose that is unlawful under any applicable law or prohibited by these Terms;
  2. not to use the Site to commit any act of fraud;
  3. not to use the Site to distribute viruses or malware or other similar harmful software code;
  4. not to use the Site for purposes of promoting unsolicited advertising or sending spam;
  5. not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (‘phishing’);
  6. not to use the Site in any manner that disrupts the operation of our Site or business or business of any other entity;
  7. not to use the Site in any manner that harms minors;
  8. not to promote any unlawful activity;
  9. not to threaten, abuse, harass, or invade the privacy of any other user of the Site or third party;
  10. not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with Collecting Cars or with any other person or entity;
  11. not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;

12. not to use the Site to gain unauthorized access to or use of computers, data, systems, accounts or networks;
  13. not to attempt to circumvent password or user authentication methods; and
  14. not to attempt to circumvent the cancellation of your account by us by opening a new account appearing to be a new user of the Site (“phoenixing”).
3. You cannot bid on your own Auction Lot or on an Auction Lot of someone connected to you, nor can you have a friend or someone connected to you bid on your Auction Lot. You will be liable to us and indemnify us for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this clause. You will be responsible for any loss or damage we suffer as a result of your breach of this clause, to the extent permitted by law.

#### 5. YOUR ACCOUNT WITH US

1. The Site is available for users if you are at least 18 years old. In order to use the Site as a Buyer or Seller you must first register, and you will need to provide at least the following information:
  1. first and last name;
  2. date of birth;
  3. address;
  4. details of your bank accounts; and
  5. such other information as may be requested at signup and we will instruct a third party payment processor, Stripe, Inc., to verify your name and address before you can use the Site.
2. For a Seller, you must confirm that you have legal ownership of the Auction Lot or the authority to act on behalf of the legal owner. If the Vehicle is subject to finance the amount outstanding must be confirmed prior to listing.
3. For a Buyer, you must provide us with a valid payment method for our fees.
4. Stripe reserves the right to carry out checks for the purposes of confirming your identity and the prevention of financial crime. You will be prompted to provide the above information in the payment section when you first try to make a payment. You are not obliged to provide this information, but if you do not you will not be able to make payments through Collecting Cars and Stripe.
5. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
6. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
7. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

#### 6. LISTING A VEHICLE or automobilia FOR SALE ON OUR SITE

1. You first submit a request and upload photos and related information, including your proof of ownership as well as documentation of title and any liens, security interests, or financing on the Auction Lot. Further information can be found in our [FAQS](#) and our [Sell With Us](#) section.
2. Collecting Cars will consider the proposed Auction Lot and confirm if the Auction Lot is accepted to be listed on the Site. Collecting Cars may assist Sellers in the creation of their listings (including the content of such listings) but it remains each Seller’s sole responsibility to make sure that its listings are accurate. There will be a pre-auction period where you will need to wait for the Auction Lot to go live.
3. After the Auction Lot is accepted for listing, you shall be committed to have the Auction Lot listed with us exclusively for at least a 7- to 14-day auction (a “Live Auction”) together with any extension of that Live Auction. This means that during this period, you shall not use another means of sale unless we agree and notify you in writing of our consent.
4. You can request a reserve for the Auction Lot. Once a reserve is agreed by Collecting Cars, you may reduce it or withdraw it by written notice to Collecting Cars, but you cannot increase it

without our prior written consent. Further information can be found in our [FAQS](#).

5. Collecting Cars gives no warranty or representation as to the anticipated or likely selling price of any Auction Lot. Any estimate given, whether written or oral, as to the estimated selling price of any Auction Lot is a statement of opinion only and may be subject to revision from time to time at Collecting Cars' sole discretion and should not be relied upon as an indication of the actual selling price.
6. If you are a Seller listing an Auction Lot for sale: you are solely responsible for the factual accuracy of, and for any judgments or opinions expressed in, the description of each Auction Lot entered by you, and for any error, misstatement or omission of information in that description, as well as the condition, authenticity and quality of the Auction Lot. If you are a Seller you represent and warrant that you are the legal owner of the Auction Lot and free to sell the Auction Lot listed on the Site and that the sale to the successful Buyer will be free of any charges or encumbrances and transfer legal ownership to the Buyer. In ensuring accuracy the advertised mileage can be exceeded by no more than 1,000 miles at the point of collection by the Buyer.
7. If you as the Seller withdraw your Auction Lot from sale, or from the Coming Soon list, or following a Live Auction and an agreed sale of your Auction Lot to a Buyer, you fail to complete the sale of the Auction Lot within the timeframe agreed with the Buyer for any reason other than the default of the Buyer, you will be obliged to pay the fees to Collecting Cars in accordance with clause 12 that would have been paid by the Buyer, calculated on the last reserve you agreed with Collecting Cars or if none (including an Auction Lot on the Coming Soon list) a minimum charge of £500 ( EUR 600 if the Auction Lot was sold in Euros; USD 500 if the Auction Lot was sold in US Dollars; CAD 750 if the Auction Lot was sold in Canadian Dollars; or AUD 1,000 if the Auction Lot was sold in Australian Dollars) excluding any applicable sales or similar taxes on all Auction Lots.
8. If a Buyer makes the highest bid on the Auction Lot during a Live Auction or an offer during the Buy Now period, and that bid or offer is within 10% of the reserve set by the Seller, Collecting Cars may (at its discretion) offer to the Seller to make up any shortfall to the reserve set by the Seller ("Shortfall Payment"). If we have offered to make up the shortfall, the Seller hereby agrees to return to Collecting Cars the Shortfall Payment if, following such payment, the Seller's vehicle is not sold to the bidder within 30 days. Collecting Cars reserves the right to request evidence that this transaction has been completed prior to making such payment. The Seller acknowledges and agrees that the offering or provision of such payment by Collecting Cars to the Seller is an independent transaction and does not in any way make Collecting Cars a party to sale of the Seller's relevant Auction Lot or other transaction between the Seller and the Buyer.

## 7. SELLER CONTENT AND DESCRIPTION

1. The description of the Auction Lot is, to the best of the Seller's knowledge, accurate and not misleading. The Seller has notified (or will before the Live Auction notify) Collecting Cars in writing of any material alterations to the Auction Lot of which the Seller is aware, and of any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition or quality of the Auction Lot, and has provided Collecting Cars with all such information in the Seller's possession or control. ?If the Seller notifies us in writing of any amendments to the description during the Live Auction, we will, at our discretion, announce these amendments in the comments section.
2. As a Seller you are solely responsible for the accuracy and completeness of the information you provide in connection with an Auction Lot and assume all risk and liability associated with such information, including any third party reliance on its accuracy or completeness.
3. While Collecting Cars does perform some verification processes, including CARFAX checks, Collecting Cars shall not be liable to the Seller or the Buyer for any error or misstatement in or omission from the description of any Auction Lot.
4. To the extent permitted by law, Collecting Cars has no duty to the Seller or the Buyer to investigate the accuracy of the description of any Auction Lot provided by or on behalf of the Seller.

5. If a sale is lost because of the failure of the Seller to disclose to Collecting Cars all information which may reasonably be expected to affect the provenance, title, value or any other aspect of the Auction Lot, the Seller shall pay the fees to Collecting Cars in accordance with clause 6.7.
  6. The Seller gives Collecting Cars the full and absolute right to photograph and illustrate any Auction Lot consigned for sale, and to use such photographs and illustrations at any time at its absolute discretion (whether or not in connection with the Live Auction).
  7. Photographs and illustrations used for the Auction Lots are for identification purposes only and a vehicle's actual appearance may vary. You acknowledge that it is possible that photographs or illustrations uploaded for an Auction Lot may fail to accurately show or display a vehicle's exact actual condition and color and that it is your responsibility to inspect the vehicle to confirm such details.
  8. Estimates and descriptions for the Auction Lots may be amended at Collecting Cars' discretion from time to time by notice to the Seller given orally or in writing before or during a Live Auction.
8. Bidding for a Vehicle or Automobilia on our Site
1. If you are a Buyer bidding for an Auction Lot (or making an offer on an Auction Lot in the Buy Now period — throughout these Terms the word “bid” shall include making an offer in the Buy Now period) you acknowledge that it is your responsibility to:
    1. arrange an inspection of an Auction Lot you intend to bid on;
    2. check the accuracy of your bids — all bids are made at your own risk;
    3. directly contact the Seller to purchase the Auction Lot once your bid is approved by us as the highest bid on the Auction Lot (or the first offer in the Buy Now option), subject to achieving any reserve required by the Seller unless the reserve is waived by the Seller;
    4. check the Auction Lot at the point of collection;
    5. independently determine the description, ownership, value, condition, authenticity and quality of the Auction Lot; and
    6. pay shipping and delivery costs associated with your purchase of an Auction Lot, including but not limited to taxes, fees and testing charges.
  2. As a Buyer, you agree in regard to each bid submitted for an Auction Lot that
    1. your bid is a legally binding obligation on you, that if your bid is successful and achieves any reserve required by the Seller (unless the reserve is waived by the Seller), you must pay our fees; and
    2. you are making an irrevocable offer to purchase that Auction Lot and you must pay to the Seller the final amount of your highest bid; and
    3. You cannot withdraw your bid.
  3. It is the responsibility of a Buyer and Seller, respectively, to negotiate the terms of a binding transaction and enter into a sale contract for an Auction Lot.
  4. If you as the successful Buyer fail to complete the purchase of the Auction Lot (including failing to pay to the Seller the final amount of your highest bid within the timeframe agreed with the Seller) for any reason other than the default of the Seller, you will be obliged to pay the fees to Collecting Cars in accordance with clause 12. We will assist the Seller to attempt to sell the Auction Lot to an underbidder.
  5. If a Buyer makes the highest bid on the Auction Lot and that bid is within 10% of the reserve set by the Seller at the end of the auction, Collecting Cars has the right to provisionally sell the Auction Lot on behalf of the Seller. The highest bid placed during the Live Auction will remain open for acceptance by the Seller for 24 hours following the Live Auction. During this period, Collecting Cars will take steps to contact the Seller and determine whether they are willing to accept the bid. Following confirmation from the Seller, Collecting Cars will notify the Buyer whether the Seller is willing to accept the bid. The Buyer's bid will be deemed to be rejected if the Seller has not notified us in writing of its willingness to accept within 24 hours following the auction ending. This 24-hour period can be extended by written agreement between us and the Buyer. If the Seller rejects the Buyer's bid, Collecting Cars may offer to make up any shortfall to

the reserve set by the Seller. Where the Buyer is notified that the Seller is willing to accept the bid, or if Collecting Cars has offered to make up any shortfall to the reserve set by the Seller (including during a Live Auction or an offer during the Buy Now period) your bid is successful and you shall pay our fees.

6. If your bid is successful, subject to achieving any reserve required by the Seller unless the reserve is waived by the Seller, you will pay to the Seller the final amount of your highest bid within 7 working days of the auction ending unless otherwise agreed with the Seller. If you do not make payment in full to the Seller within the 7 working days, or within the timeframe agreed with the Seller, you will lose the right to purchase the Auction Lot and the fees paid and payable to Collecting Cars will not be refundable.
  7. It is for the Buyer and Seller to agree a suitable payment method for the Auction Lot. If you want to protect your funds for purchasing an Auction Lot, you may opt to use an escrow agent. The escrow agent will hold the funds in their escrow account (subject to their terms of service and agreed fees) and will release the funds to the Seller once the sale is agreed.
  8. Collecting Cars may at its discretion remove any bid made by a Buyer bidding for an Auction Lot if:
    1. you have not provided us with a valid payment method for our fees, either because we could not pre-authorise your payment card, or for any other reason;
    2. you have made a clear typographical error;
    3. we believe the Seller is bidding for the relevant Auction Lot, or we believe you are bidding on behalf of the Seller; or
    4. you did not pass one or more of the background checks we have made on you.
  9. You warrant that the funds you use for your purchase of an Auction Lot, and the payment of our fees, have no link with criminal activity including, without limitation, money laundering, tax evasion or terrorist financing.
  10. As a Buyer you acknowledge that we do not inspect any vehicles that may be listed on the Site and further acknowledge and agree that Collecting Cars bears no risk or liability associated with purchasing a vehicle from a Seller through your use of the Site. Arranging for an inspection of the vehicle is your sole responsibility.
9. Auction Process and Sales Outside Collecting Cars
1. The process and rules for selling and buying an Auction Lot, in addition to these Terms, are found [here](#).
  2. We have the right, at our absolute discretion, to withdraw any Auction Lot from the Coming Soon List or a Live Auction, whether the Auction Lot has a reserve or not. We are not required to provide any reason for exercising this right of withdrawal. We have the right to extend any Live Auction (for any period we determine) and continue to offer for sale any relevant Auction Lot, if in our absolute discretion it is in the best interests of Buyers and the Seller due to delays, interruptions or errors having affected the original Live Auction. In such circumstances, if the Buyer who has made the highest bid on any affected Auction Lot in the original Live Auction that is being extended has already paid our fees in accordance with clause 12, we will refund you those fees paid. If a Live Auction is extended all bids remain open and you cannot withdraw your bid.
  3. Buyers and Sellers shall not engage in any activity designed to complete or facilitate a transaction for the sale or purchase of an Auction Lot outside of the Site. If a Seller has listed an Auction Lot on the Site, for as long as the listing is active on the Site, the Seller may not list, post, or otherwise make available the Auction Lot on any other website, platform, dealer, or service provider. If any sale of an Auction Lot is concluded outside of the Site in any event the Seller will be obliged to pay the fees to Collecting Cars in accordance with clause 12 that would have been paid by the Buyer had the Auction Lot been sold via the Site, calculated on the last reserve you agreed with Collecting Cars or if none a minimum charge of £500 ( EUR 500 if the Auction Lot was sold in Euros; USD 500 if the Auction Lot was sold in USD; CAD 750 if the Auction Lot was sold in Canadian Dollars; or AUD 1,000 if the Auction Lot was sold in

Australian Dollars) excluding any applicable sales or similar taxes on all Auction Lots.

10. Dispute relating to a sale

1. Any dispute with respect to the sale of any Auction Lot shall be resolved between the Buyer and Seller and without the participation of Collecting Cars.

11. Our Fees

1. Using the Site is free for Sellers, except where otherwise stated in these Terms. Clauses 6.7, 8.4, and 10.3 require the Seller to pay to us the fee that would have been paid by the Buyer, and the provisions of this clause 12 shall apply to the Seller in those circumstances.
2. When you bid on an Auction Lot, our third-party payment provider, Stripe, will put a hold on your credit or debit card for the fee payable if you are the successful bidder. You will be providing credit or debit card information directly to Stripe, which operates a secure server to process payment details, encrypting and tokenizing your credit/debit card information, processing any pre-authorizations and authorizing payment. By registering to make payment to us using Stripe you confirm that you accept and agree to be bound by Stripe's terms and acknowledge that they constitute a legally binding contract between Stripe and you.
3. For the Buyer who has made the highest bid on the Auction Lot, subject to achieving any reserve required by the Seller unless the reserve is waived by the Seller, you will pay to us a fee equivalent to a commission of 5% excluding any applicable sales or similar taxes calculated on the final selling price of the Auction Lot unless:
  1. the fee calculated is less than £500 ( EUR 500 if the Auction Lot was sold in Euros; USD 500 if the Auction Lot was sold in US Dollars; CAD 750 if the Auction Lot was sold in Canadian Dollars; or AUD 1,000 if the Auction Lot was sold in Australian Dollars) on all Auction Lots, in which case you will pay a minimum charge of £500 ( EUR 500 if the Auction Lot was sold in Euros; USD 500 if the Auction Lot was sold in US Dollars; CAD 750 if the Auction Lot was sold in Canadian Dollars; or AUD 1,000 if the Auction Lot was sold in Australian Dollars) excluding any applicable sales or similar taxes; or
  2. the fee calculated is more than £5,000 ( EUR 5,000 if the Auction Lot was sold in Euros; USD 5,000 if the Auction Lot was sold in US Dollars; or CAD 7,500 if the Auction Lot was sold in Canadian Dollars; or AUD 10,000 if the Auction Lot was sold in Australian Dollars) on all Auction Lots, in which case you will pay a maximum charge of £6,000 ( EUR 5,000 if the Auction Lot was sold in Euros; USD 5,000 if the Auction Lot was sold in US Dollars; CAD 7,500 if the Auction Lot was sold in Canadian Dollars; or AUD 10,000 if the Auction Lot was sold in Australian Dollars) excluding any applicable sales or similar taxes.
4. The fee will be processed by Stripe on our behalf.
5. Your credit card or debit card will only be charged if you are successful in the auction in which case immediate payment shall be taken by Collecting Cars for our fees. The fees payable to Collecting Cars are non-refundable.
6. Stripe will encrypt and tokenize your credit/debit card information that you supply, and you agree to allow Stripe to pre-authorize any amount applicable to the fees payable to us by the Buyer with the highest bid, which are automatically payable upon you winning an auction, and you will authorize the processing of the payment of the fees to us at that time. It is your responsibility to ensure there are sufficient funds available regardless of any pre-authorization. If any payment is declined, your bid may be cancelled by us.
7. We will continue to pursue payment via Stripe until the entire fee has been paid. If Stripe are unable to take the fee payable from your credit or debit card then you must, within 24 hours of the auction ending, make payment of the outstanding amount in one of the currencies specified in clause 12.8 and in immediately available funds during normal banking hours to such bank account as we shall specify. If we do not receive this fee within 24 hours of the auction ending, or if you as the successful Buyer fail to complete the purchase of the Auction Lot for any reason other than the default of the Seller, or lawful cancellation or termination of the purchase contract, we will assist the Seller to attempt to sell the Auction Lot to an underbidder, the fees

payable to Collecting Cars will remain payable.

8. The fees for our service will be charged in pounds sterling (£) (GBP), US dollars (USD), Euros (EUR), Canadian Dollars (CAD) and Australian dollars (AUD) and are exclusive of any applicable sales or similar taxes. You are responsible for paying all the applicable taxes in the region. We and our payment processor cannot be held liable for any tax liabilities you incur as part of any transaction.
9. If your payment is not received by us under this clause 12, we may also charge interest on any balance outstanding at the rate of 4% a year, to the extent permitted by law.
10. Post-auction 'Buy Now' option:

In case the Auction Lot does not sell when the auction period is finished, the Seller will be given the option to continue listing the Auction Lot on the Site for a period of 7 calendar days. The Buy Now price is determined based on the last reserve the Seller agreed with Collecting Cars. The Buyer making an offer on the Auction Lot will immediately pay to us our fee as set out at clause 12.3 above once it is confirmed that the Buyer will purchase the Auction Lot.

## 12. Your privacy and personal information

1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
2. Our privacy policy is available [here](#).
3. Payment information you supply to Stripe is not within our control and is subject to Stripe's own privacy policy and terms and conditions available on their website at [Stripe](#).

## 13. Cancelling this contract

1. Your right to cancel:

These cancellation instructions apply to the contract between you and Collecting Cars for the provision of the online auction service. It does not apply to the cancellation of any contract to purchase an Auction Lot following a winning bid.

1. Cancelling your account:

Unless you are participating in a Live Auction, you can cancel your account membership with us at any time by informing us of your decision by using these contact details:

Email: [info@collectingcars.com](mailto:info@collectingcars.com)

Write: [US ADDRESS TO BE ADDED].

2. If you are a Seller who has listed an Auction Lot or a Buyer who has submitted a bid on an Auction Lot during a Live Auction you cannot cancel this contract until the end of the Live Auction.

## 14. Submitting information to the Site

1. While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential.
2. Whenever you make use of a feature that allows you to upload Content to Collecting Cars or the Site, or to make contact with other users of our Site, you must not provide Content that is illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourage conduct that would be considered a criminal offence, give rise

to civil liability, violate any law, or is otherwise inappropriate.

3. You warrant that any such Content does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.
  4. Any Content you upload to the Site or submit to Collecting Cars or any of its employees will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Content, but you are required to grant us and other users a limited license to use, store and copy that Content and to distribute and make it available to third parties. The rights you license to us are described in clause 16.1.
  5. You cannot provide Content that you do not have the right to submit, unless you have the owner's permission; this includes material covered by someone else's copyright or any other proprietary right.
  6. We also have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.
  7. We will not be responsible or liable to you or to any third party, for the Content, the accuracy of any Content, or your reliance on any Content posted by you to the Site and/or Collecting Cars.
  8. We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards posted on the Site.
  9. The views expressed by other users on our Site do not represent our views or values.
15. Ownership, use and intellectual property rights
1. When you upload or post content or submit material to Collecting Cars or the Site, you grant to us a perpetual, worldwide, non-exclusive, royalty-free and fully paid up, transferable and sub-licensable license to use, reproduce, modify, distribute, display, and creative derivative works of such uploaded content, including any and all descriptions, photographs, and images of your Auction Lot in connection with the service provided by the Site and across different media and for the purposes of marketing and promotion of the Site and Collecting Cars. You represent and warrant that you own or otherwise control all of the rights to the content that you upload or post.
  2. The Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and are free to use them as we and they see fit.
  3. Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
  4. If you believe that any material contained in the Site infringes your copyright, you should notify us of your copyright infringement claim in accordance with the following procedure. We will process notices of alleged infringement, which we receive and will take appropriate action pursuant to applicable intellectual property laws. Notifications of claimed copyright infringement should be sent to us at [email address] and must contain the following information:
    - (i) physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
    - (ii) identification of the copyrighted work(s) claimed to have been infringed;
    - (iii) identification of the material that is claimed to be infringing and the location of such material on our Site;
    - (iv) information to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
    - (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
    - (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## 16. Trademarks

1. "Collecting Cars" and our logo are our trademarks. Other trademarks and trade names may also be used on the Site. The use of any trademarks on the Site is strictly prohibited unless you have our prior written permission.

## 17. Accuracy of information and availability of the Site; DISCLAIMERS

1. While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
2. We may suspend or terminate operation of the Site at any time as we see fit.
3. News, articles, podcasts or similar media are provided for your general information purposes only and to inform you about us and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
4. While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.
5. YOUR USE OF OR RELIANCE ON OF THE SITE OR ANY INFORMATION THEREON IS AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, ACCURACY OF INFORMATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN WITH RESPECT TO THE SITE, THE CONTENT OR ANY HYPERLINKS PROVIDED THEREON.
6. AS PART OF THER SERVICES PROVIDED THROUGH THE SITE, WE MAY ASSIST A SELLER IN THE CREATION OF AN AUCTION LOT LISTING, HOWEVER, IT REMAINS THE SOLE RESPONSIBILITY OF THE SELLER TO ENSURE THE POSTED INFORMATION IS ACCURATE AND COMPLETE. WHILE WE MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL INFORMATION ABOUT AN AUCTION LOT IS ACCURATELY COMMUNICATED BY THE SELLER, WE ARE NOT RESPONSIBLE FOR ERRORS OR OMISSIONS IN ANY AUCTION LOT LISTING.
7. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## 18. Hyperlinks and third party sites

1. The Site may contain hyperlinks or references to third-party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third-party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.
2. You may create a link to our Site from another website without our prior written consent provided no such link:
  1. creates a frame or any other browser or border environment around the content of our Site;
  2. implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site; or
  3. displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos.
3. We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

## 19. LIMIT ON OUR RESPONSIBILITY TO YOU

### 1. LIMITATION OF LIABILITY

1. our liability under or in connection with the contract and your use of the site (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused

by negligence or misrepresentation) shall be as set out in this clause 20.2.

2. Subject to clause 20.2.5, our total liability shall not exceed the sum of monies paid or payable to us by you for the services under this contract.
3. Subject to clause 20.2.5, we shall not be liable for consequential, indirect or special losses.
4. Subject to clause 20.2.5, we shall not be liable for any of the following (whether direct or indirect):
  1. loss of profit;
  2. loss or corruption of data;
  3. loss of use;
  4. loss of production;
  5. loss of contract;
  6. loss of opportunity;
  7. loss of savings, discount or rebate (whether actual or anticipated);
  8. harm to reputation or loss of goodwill.
5. Notwithstanding any other provision of the contract, our liability shall not be limited in any way in respect of I) RECOVERY OF DAMAGES FOR PERSONAL INJURY, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR UNAUTHORIZED USE OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION CAUSED BY GROSS NEGLIGENCE, RECKLESSNESS, FRAUD OR OTHER WILFUL, UNCONSCIONABLE OR INTENTIONAL MISCONDUCT; AND II) any other losses which cannot be excluded or limited by applicable law.
2. A sale contract for an Auction Lot is between a Seller and a Buyer. Collecting Cars does not guarantee and is not responsible for the performance of a Buyer or a Seller participating in a sale of any Auction Lot. We shall not be responsible for their obligations in the sale contract and we exclude all liability arising from the sale contract, TRANSFER OR USE ANY VEHICLE, OR CONDUCT OF ANY USER.
3. We cannot guarantee the continuous operation of or access to our Site AND THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE". Bid update and other notification functionality via our Site may not occur in real time. The functionality of our Site is subject to delays, interruptions and errors beyond Collecting Cars' control.
4. Collecting Cars shall have no liability for any such delays, interruptions, errors or other problems referred to in clause 20.4.
5. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT ANY CLEARLY ESTABLISHED LEGAL RIGHT TO RECOVER ATTORNEYS' FEES OR OTHER REMEDIES AFFORDED BY STATUTE OR OTHER LAW.

20.

release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

21.

INDEMNIFICATION

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, your improper use of our Site or your breach of any law or the rights of a third party.

22. **EVENTS BEYOND OUR CONTROL**  
We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident or epidemic, pandemic or public health emergency and any resulting governmental action including work stoppages, mandatory business and/or service or workplace closures.

23. **RIGHTS OF THIRD PARTIES**  
No one other than a party to these Terms has any right to enforce any of these Terms.

24. **VARIATION**  
No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 23. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

25. **UNENFORCEABLE PROVISIONS**  
1. If any provision of these Terms is found to be unenforceable, all other provisions shall remain unaffected.

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS**

26. **Mandatory and Binding Arbitration; WAIVER OF JURY TRIAL.**  
1. **YOU AGREE THAT BY ENTERING THIS AGREEMENT, YOU ARE WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT. ANY AND ALL CLAIMS, COMPLAINTS, OR DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS PURSUANT TO THE TERMS OF THIS AGREEMENT. ANY ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS.**  
2. If a dispute cannot be settled by good faith negotiation between the parties within a reasonable period of time, it must be finally settled upon request of either party by arbitration to be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed by the parties or (failing agreement) by an arbitrator appointed by the President of the International Chamber of Commerce (from time to time). The arbitration will be conducted in the English language, at a location agreed by the parties or (failing agreement) ordered by the arbitrator. The arbitrator will have authority only to award compensatory damages within the scope of the limitations of Section 20 and will not award punitive or exemplary damages. The arbitrator will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The ruling by the arbitrator will be final and binding on the parties and may be entered in any court having jurisdiction. The parties will each bear its own attorneys' fees associated with the arbitration.

27. **Notice to California Users**  
If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.