

Terms of Service

Welcome to the CAROMOTO website. By using our website, products, and services, you accept and agree to our terms of service. Please read the following details carefully.

DESCRIPTION OF SERVICE

CAROMOTO empowers clients to search, bid on, and purchase a variety of vehicles from major auctions in the US and Canada. Additionally, we offer our expertise in purchasing and negotiating deals for vehicles from US dealerships and private parties. We arrange vehicle delivery through our transport partners and provide a fully transparent vehicle status experience to registered account holders on the CAROMOTO web portal. We are a licensed dealership based in Redmond, WA, and serve customers in all 50 states of the US. We also offer international shipping to most countries for our overseas customers.

ACCEPTANCE OF TERMS OF SERVICE

By using CAROMOTO's website, applications, tools, and services (collectively "Services"), you ("Customer") agree to be bound by the following Terms of Service ("Terms") and the Privacy Policy posted on our website ("Website"). The Terms of Service and Privacy Policy are expressly incorporated into these Terms and together form a binding legal agreement between you and CAROMOTO.

It is important to note that these Terms affect your legal rights and contain provisions that govern how claims between you and CAROMOTO are resolved. We recommend that you carefully read this entire agreement before accepting it. If you do not understand or agree to be bound by these Terms, please do not use CAROMOTO's Website. Your use of the Website indicates your acceptance of the Terms outlined in this document.

CAROMOTO reserves the right to change these Terms at any time without notice. It is recommended that you visit the Terms of Service frequently to stay informed of any changes. Your continued use of the Website constitutes your acceptance of any revised terms.

GENERAL RULES AND RESPONSIBILITIES:

Account Registration

To interact and conduct transactions with CAROMOTO, you must have a registered and verified user account. To register an account with our platform, you must be at least 18 years old and able to enter into a legal and binding agreement with CAROMOTO. We will not provide our services to anyone who is not fit to enter a legal agreement or to persons under the age of 18.

Account registration must be done directly by the user and not on a third-party basis. You are solely responsible for all activities that occur under your account. If a third-party gains access to your account, you must report it to CAROMOTO immediately. We shall not be liable for any loss or damage arising from your failure to secure your account login information. We will use all personal information for ID verification, shipment, and delivery in accordance with our privacy policy.

We reserve the right to terminate any account at any time and for any reason we deem appropriate.

Security Deposit

After enrolling in an account and before acquiring full access to the Website, you will be required to make a security deposit to your registered account. The customer's deposit is 100% refundable, provided that the customer has not used the services of CAROMOTO. You can make the deposit using PayPal, Credit Card, Debit Card, ACH payment, or Bank Wire Transfer. The security deposit should be 10% of your maximum

bid amount, but no less than \$600.

This security deposit is necessary to cover the expense of resale in case you buy a car but do not make full payment within the prescribed period. If full payment for a purchased vehicle is not received within 7 days, including the day of purchase, the security deposit will be used to resell the car. You can request a refund of your security deposit if you have not purchased a vehicle, have no pending bids that may lead to the purchase of a vehicle, and no unpaid invoices. Deposits are usually refunded within 2 business days.

Terms of Bidding and Sale

In the event when you bid on an auctioned vehicle and it is a winning bid, or submit an offer to purchase a vehicle and the dealer confirms such offer, or purchase a vehicle using "Buy Now", you agree to complete the transaction and pay for the vehicle according to the amount of the invoice issued by the auction, including all fees of the auction, as well as all fees of CAROMOTO company. Once your bid or offer has been submitted to the auction, it cannot be withdrawn, canceled or rejected.

At various auctions, the bidding increment can change in both directions during the bidding process, and in such cases, it is not possible to determine the exact bidding increment in advance. Therefore, by placing a bid in the system, you grant CAROMOTO the right to, at its discretion, increase your maximum bid by one increment. The cost of the acquired vehicle exceeding the bidding limit by one increment will be considered within the maximum amount you agree to pay when placing your bid in the CAROMOTO system.

CAROMOTO isn't responsible for any dropped bids, offers or "Buy Now" requests. CAROMOTO reserves the right to reject or cancel bids, offers or "Buy Now" requests without giving reasons, at its sole discretion. In the event of any questions regarding bids, offers or "Buy Now" requests, CAROMOTO is the party with the exclusive and full decision-making power in resolving disputes. You agree to indemnify CAROMOTO against all risks arising from any of your bids, offers or "Buy Now" requests and agree to be bound by CAROMOTO's resolution of disputes, including assuming the financial costs incurred by CAROMOTO in connection with dealing with auctions and financial costs incurred by CAROMOTO to settle claims from auctions and other vehicle sellers or other service providers or vehicles. You acknowledge and agree that you as the buyer are responsible for all vehicles purchased through the CAROMOTO website.

By placing a bid you accept all risks associated with purchasing vehicles at CAROMOTO. ALL VEHICLES ARE SOLD AS IS WHERE IS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. When buying a vehicle, you confirm that you are convinced not only of the vehicle's technical condition, but also that you are aware of the documents with which it is sold. CAROMOTO does not guarantee that any vehicle sold can be legally registered in any state or country. You accept all risks associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased.

The customer undertakes to familiarize himself with the conditions of purchase on the auction website where the vehicle is sold and, by placing a bid, agrees to those conditions.

CAROMOTO has the sole and absolute discretion to reject or invalidate bids for any reason. In case of a bid-related dispute, CAROMOTO holds the exclusive authority to resolve it, with sole and absolute discretion. Customers must indemnify, defend, and protect CAROMOTO from any liability that may arise from decisions made while resolving disputes.

Payment

If your bid or offer is successful and the vehicle is purchased, you will receive an invoice by email. Full payment of the invoice must be received in our bank account within 72 hours of notification of purchase, otherwise your account will be charged \$25 for each day of delay. Additionally, you agree to pay all additional auction fees associated with late payment for the vehicle to the auction, which will be added to

your invoice issued by CAROMOTO. In case of non-payment of the invoice within 7 calendar days from the date of purchase, CAROMOTO will initiate the process of canceling the purchase according to the rules of the auction, and if such a procedure is not available, by reselling the car. In such a case, your deposit will be used to pay all invoices issued by the auction, or all expenses incurred by CAROMOTO for the resale of the car, as well as the difference between the purchase and sale price, if it is negative. The CAROMOTO fee for non-payment of the vehicle is at least \$295. If your deposit is not sufficient to pay all fees associated with the cancellation of a purchase, you will be invoiced for this amount.

We accept the following forms of payment for purchased vehicles: bank transfer, ACH (Plaid) transfer, payment at our local bank branch to our account and transfer through the Zelle payment system. Payment must be made directly from the account of the new owner of the vehicle, or by them personally at a bank branch and match the data of the ID uploaded to the CAROMOTO system when registering the account.

We do not accept any form of payment for purchased vehicles other than those listed above. The client must pay the full amount of the invoice and assumes all expenses accrued by the financial institutions that made the payment.

The security deposit can be used to pay off invoices only upon the client's written request and if it was received by one of the following forms of payment: bank transfer, Zelle payment system, in person at a local bank office to the CAROMOTO account.

The security deposit can be refunded at the customer's request upon receipt of full payment for purchased vehicles after the process of transferring the vehicles to the customer is completed and no additional payments associated with this transfer can occur. If the client does not request a refund of the deposit, it will remain in their CAROMOTO account to maintain their bidding power.

You agree that any amounts owing to CAROMOTO may be deducted from any proceeds or other property due to you from CAROMOTO and that CAROMOTO may stop payment or refuse to authorize payment on any check or draft to you and hold any consigned Vehicles pursuant to this right of setoff.

Delivery Rules and Policies

CAROMOTO provides a service for finding transport companies and ordering transportation services within the United States. Transportation is carried out by third-party licensed transport companies with their own insurance. Therefore, CAROMOTO is not liable for any activity or harm caused during the transportation of purchased vehicles. Furthermore, CAROMOTO is not responsible for any legal cases brought against carriers who have been entrusted with transport services. All disputes regarding the quality of delivery service with the carrier must be settled by the customer.

Transportation costs, vehicle collection and delivery times are subject to change and cannot be guaranteed. These may vary depending on the auction schedule, holidays, weather conditions and other unforeseen situations. The costs associated with paid storage of the vehicle will be paid by the customer.

The customer must check the condition of the delivered vehicle and provide photographic evidence of any damage at the time the vehicle is handed over by the carrier.

After purchasing a vehicle, the transportation status can be tracked in the customer's personal account. The customer must provide a delivery address where unloading of the vehicle is allowed and possible, including the absence of prohibitions on the entry of car carriers. The carrier's agent will contact the customer to schedule a delivery time. The customer must be present at the delivery location at the appointed time. If necessary, the customer must contact and agree with the carrier on changing the time and place of transfer of the vehicle and pay all additional costs associated with this to the carrier. If the condition of the vehicle requires additional equipment for unloading it from the transporter, such as a forklift, the customer must order such equipment at the time and place appointed for unloading and pay all costs.

Title and Registration Disclaimer

CAROMOTO does not acknowledge responsibility or liability for any fees incurred due to any defects, errors, omissions or existing liens on the title of a purchased vehicle. It is solely the obligation of the buyer to investigate the title status. Any delays or fees incurred by the auction company, CAROMOTO and/or state licensing authorities due to defects, errors, omissions or liens are the sole responsibility of the buyer. CAROMOTO is not liable for any titles that are damaged or lost via document delivery agent. Any fees imposed by state licensing authorities, agents or transportation partners for obtaining duplicate titles will be the sole responsibility of the buyer. In case it is necessary to order a duplicate title, the client agrees to extend the deadline for providing this document required for its receipt and assumes all expenses associated with this process, including postage.

CAROMOTO will mail you the title upon delivery from the auction company, unless you are financing through our partners, or you are a resident of Washington state. In the case where you are a resident of Washington state, we will register your vehicle, apply for a title (if necessary) and mail your documents and tags to you once your authorized state organization has processed them. The delivery timeframe of these documents is contingent upon the DOL and the receipt of title from the auction company.

It is solely the responsibility of any buyer residing outside the state of Washington and who has made FULL PAYMENT to register, apply for title and pay applicable fees for your purchase at your resident authorized state office once you have received the title from CAROMOTO.

Any state requirements (such as emissions testing or vehicle inspection) necessary before registration are the responsibility of the buyer and not CAROMOTO. The buyer must have satisfied these requirements at the time of registration. It is solely the obligation of the buyer to contact their state licensing office, determine and satisfy any documentation, testing, and licensing requirements before registering the purchased vehicle.

CAROMOTO and its affiliates do not guarantee that any vehicle sold with a brand (Salvage, Flood, Rebuild, etc.) can be legally registered and titled in any state. The buyer assumes all risks associated with variations in title and registration laws between states that may negatively affect the registrability of vehicles purchased through CAROMOTO's website.

Sales Tax

If the buyer resides outside the state of Washington, they will be responsible for paying any taxes associated with the purchase of their vehicle. CAROMOTO will prepare the Bill of Sale with the Total Invoice Due as stated in the final invoice. Generally, sales tax is collected at the time of vehicle registration and title application with the authorized office (DMV) in the buyer's state of residence. The customer is responsible for making payment for any taxes on the sale to their state of residence. The final invoice (Total Invoice Due on Bill of Sale) will contain all items related to the transaction, including but not limited to the cost of the vehicle at auction, auction fee, CAROMOTO fee, delivery charge, document delivery fee, and any applicable late or storage charges related to delayed payment or receipt of customer information.

If the customer resides in the state of Washington or the purchase has been financed through us, the sales tax, title application, and registration fees will be collected from the customer by CAROMOTO. We will process the title application for the purchase and deliver it to the WA DOL on behalf of the customer. CAROMOTO will not be held liable for any delays in DOL processing of the new title. CAROMOTO will collect and pay sales tax to the WA DOR based on the sales price from the Bill of Sale (Total Invoice Due). The sales tax rate is determined by the buyer's location, as indicated on the ID uploaded during account registration and verified by DOL data.

NMVTIS Disclaimer

The National Motor Vehicle Title Information System (NMVTIS) is a vehicle history data set used to give information about title and vehicle history before buying. The information is utilized to forestall fraud and

the offer of taken vehicles. This disclaimer fills in as notice that information related with vehicles bought utilizing CAROMOTO administration might be or have been reported to NMVTIS to forestall fraud and additionally offer of taken vehicles. By buying a vehicle utilizing CAROMOTO administrations, you acknowledge all dangers and repercussions coming about because of the reporting by us or others, of the vehicle or the exchange information to NMVTIS.

Third Party Disclaimer

CAROMOTO utilizes information provided by different outsiders including, however not restricted to vehicle auctions, dealerships, private gatherings, vehicle molding specialists, resale vendors and transport operators. CAROMOTO imparts this information through its site, yet doesn't in any capacity ensure that this information is precise, helpful or non-unsafe. By utilizing the Website, you assume full liability for exploring the precision of any information conveyed through CAROMOTO by any outsider operators. The Website client is liable for playing it safe, just as any ensuing dangers related with harms caused by infections, worms, Trojan horses or some other unsafe substance appropriated by an outsider by means of the Website.

Vehicle Information Disclaimer

Vehicle information is provided for convenience purposes only. CAROMOTO does not guarantee the accuracy or completeness of the vehicle information. Vehicle information includes any 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 readings, vehicle identification number (VIN) or title 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, and all other information (including images) listed on any lot listing page.

The vehicles listed on our website are neither owned by us nor in our inventory. Therefore, all Vehicle Information is provided by the seller through the auction company. We do not review or verify any of the Vehicle Information, and it is the customer's responsibility to verify any errors, omissions, or inaccuracies. We explicitly disclaim all warranties, guarantees, or assurances regarding the accuracy or completeness of any Vehicle Information. Vehicle Information is provided for information purposes only. We strongly encourage you to inspect any vehicle or arrange for a third-party inspection before placing any bid or agreeing to purchase any vehicle.

Digital Millennium Copyright Act (DMCA) Notice

CAROMOTO takes intellectual property rights seriously and expects its users to do the same. To comply with the Digital Millennium Copyright Act, CAROMOTO has established a general policy on copyright infringement. If you believe that any content displayed on any of our Services violates your copyrighted work, please notify us at info@caromoto.com.

Your notification should include the following information:

- A signature of the copyright owner or a person authorized to act on their behalf;
- Identification of the copyrighted work or works claimed to have been infringed;
- Identification of the material that is claimed to be infringing and enough detail for us to locate it;
- Contact information of the notifying party;
- A statement that the notifying party has a good-faith belief that the material is not authorized by the

copyright owner, its agent, or the law; and

- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Upon receipt of the notification, we may take appropriate action at our discretion, including removing the allegedly infringing material.

Termination

CAROMOTO reserves the right to suspend or terminate your account or restrict your access to the Services if you violate these Terms or the Privacy Policy. We may also choose to discontinue the Services at any time and for any reason, with or without notice. If you no longer agree to these Terms or the Privacy Policy, your sole remedy is to stop using the Services (and cancel your account, if you have one).

If either you or CAROMOTO terminates your use of the Services, you must immediately stop using them. All rights granted to you under these Terms and the Privacy Policy will automatically terminate, and certain data (such as Content and Submissions) may be retained or deleted at CAROMOTO's sole discretion.

However, the ownership provisions, licenses of Submissions and Feedback, DMCA policy, Disclaimer of Warranties, Limitation of Liability, Indemnification, Dispute Resolution, Local Laws, and General sections of these Terms will survive termination. Any other provisions of these Terms that by their nature should survive termination will also do so.

Intellectual Property Rights

The design, trademarks, logos, and other intellectual property of the Website are owned by or licensed to CAROMOTO and are subject to copyright and other intellectual property rights under United States, foreign laws, and international conventions. CAROMOTO reserves all rights not expressly granted in and to the Website. You agree not to engage in the use, copying, or distribution of any of the Website other than expressly permitted. CAROMOTO does not grant transfer of any trademarks, service marks, graphics, and logos used in connection with the Website, whether owned by CAROMOTO or a third party.

Except as otherwise explicitly provided herein, you may not engage in any of the following prohibited activities: (a) reproducing images, descriptions, quote calculator, range and mileage estimator, or other portions of the Website on any other website; (b) "framing" or "mirroring" of the Website or any material contained on or accessible from the Website on any other server or Internet-based device without the advanced written permission of CAROMOTO; (c) copying, distributing, or disclosing any part of the Website in any medium, including without limitation by any automated or non-automated "scraping"; (d) using any automated system, including without limitation "robots," "spiders," "offline readers," etc. to access the Website; (e) sending spam, junk mail, or other unsolicited email; (f) attempting to interfere with, compromise the network integrity or security, or decipher any transmissions to or from the servers running the Website; (g) taking any action that imposes or may impose at our sole discretion an unreasonable or disproportionately large load on Website infrastructure; (h) uploading invalid data, viruses, worms, or other software agents through the Website; (i) collecting or harvesting any personally identifiable information, including account names, from the Website; (j) using the Website for any commercial solicitation purposes; (k) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (l) interfering with the proper functioning of the Website; (m) accessing any content on the Website through any technology or means other than those provided or authorized by the Website; or (n) bypassing the measures we may use to prevent or restrict access to the Website, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

You agree that your use of the Website will be in strict compliance with these Terms and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city,

or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside). You agree that your use of the Website will not infringe or violate the intellectual property rights of any third party.

Email Communications

By using our platform or providing us with your contact information, you agree to receive electronic communications from us. These communications may include promotional content, newsletters, updates, offers, and other information related to our services or third-party products that we believe may be of interest to you.

You acknowledge and agree that we may include advertising or promotional materials within the emails we send to you. These materials may contain information about our products, services, offers, or those of our partners or affiliates.

We respect your preferences. You have the option to unsubscribe or opt-out from receiving promotional emails at any time. There will be clear instructions provided in every email on how to unsubscribe from further communications. Even if you choose to opt-out of marketing communications, you may still receive transactional or service-related messages that are necessary for the use of our platform.

Please note that some emails with advertising content might contain links to third-party websites or services. We do not endorse or take responsibility for the content, products, or services offered by these third parties. Your interactions with these advertisements or links are solely between you and the third party.

We aim to maintain a reasonable frequency for sending promotional emails. However, we reserve the right to adjust the frequency of these communications without prior notice.

Disclaimer of Warranties

The Website is provided "As Is" without any warranties of any kind. To the fullest extent permissible under applicable law, CAROMOTO expressly disclaims all warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability. You expressly acknowledge and agree that: (a) CAROMOTO makes no warranty that (i) the Website will meet your requirements, (ii) the Website will be uninterrupted, timely, secure, or error-free, (iii) the results obtained from the use of the Website will be accurate, reliable, complete, or current (iv) the quality of any products, services, data, or other material purchased or obtained by you through the Website will meet your expectations, and (v) any errors in the Website will be corrected; (b) any material downloaded or otherwise obtained using the Website is done at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material; (c) no advice or information, whether oral or written, obtained by you from CAROMOTO, or through or from the Website, will create any warranty not expressly stated in these Terms; and (d) CAROMOTO is not responsible for incorrect or inaccurate entry of information, human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, failures of any telephone network, computer equipment, software, or any combination thereof, or inability to access the Website.

Release and Waiver of Liability:

You acknowledge and agree that your access to and use of the Website is at your own risk. In consideration for providing you with access to the Website, you hereby fully and unequivocally release and waive any claims, demands, or causes of action of any kind, nature, or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which you had, now have, or claim to have against us for or by reason of any act, omission, matter, cause, or thing whatsoever arising out of or in any way related to your access to or use of the Website, whether such claims, demands, and causes of action

are matured or unmatured, known or unknown, liquidated or unliquidated, or direct or indirect.

Limitation of Liability:

To the fullest extent permitted by applicable law, in no event shall CAROMOTO be liable for: (a) any direct, special, indirect, or consequential damages, or (b) any other damages of any kind, including without limitation loss of use, loss of profits or loss of data, whether in an action in contract, tort (including without limitation negligence) or otherwise, arising out of or in any way connected with your use of or inability to use the Website, including without limitation any damages caused by or resulting from reliance by you on any information obtained from the Website (including without limitation Third-Party Content), or that results from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance of the Website.

Indemnification:

To the extent permitted by applicable law, you agree to defend and indemnify CAROMOTO against any claims, losses, liabilities, damages, fines, penalties, costs and expenses (including without limitation interest which may be imposed in connection therewith), expenses of investigation, reasonable fees, costs and compensation of attorneys, advisors, and other experts (at trial and on any appeal), and cost to CAROMOTO of any resources expended arising out of, resulting from, or related to any claim brought by a third party arising from or related to your access to or use of the Website.

Governing Laws

CAROMOTO operates and controls this Website from its headquarters in Washington, USA and makes no representation that the Website is appropriate, applicable, or will be available for use in other locations. Unless otherwise explicitly provided herein, all advertising or promotional materials on this Website are solely directed to individuals and entities located in the United States. If you use this Website from outside the United States, you are solely responsible for compliance with applicable laws, including but not limited to export and import regulations.

Dispute Resolution

As a consumer, you agree that any claim between CAROMOTO and you will be resolved solely through final and binding arbitration, rather than in any court. You and CAROMOTO agree that each waives any right to a jury trial under this Agreement to Arbitrate. You agree not to file or initiate any lawsuit or legal action (including arbitration or small claims actions) against CAROMOTO, or any of CAROMOTO's vendors, except as provided in this Agreement. If you do file or initiate a lawsuit in violation of this Agreement, no applicable limitations period(s) will run during the pendency of any such suit or action. In the event you file or initiate a lawsuit (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 to have such claim or action dismissed or moved to arbitration as provided herein.

Contact Information

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