

# TERMS OF SERVICE

## 1. Introduction

Welcome to CAROMOTO. These Terms of Service ("Terms") together with our Privacy Policy govern your access to and use of CAROMOTO websites, applications, tools, and services (collectively, the "Services"). By using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

**About CAROMOTO.** CAROMOTO LLC ("CAROMOTO," "we," "us") is a licensed independent auto dealer headquartered in Redmond, Washington, USA, serving customers across all 50 U.S. states and internationally.

## 2. Description of Service

CAROMOTO enables customers to search, bid on, and purchase vehicles from major auctions in the U.S. and Canada and assists with purchases from U.S. dealerships and private parties. We coordinate inland and ocean transportation via third-party licensed carriers and provide registered users with shipment status updates through our web portal.

## 3. Eligibility & Account Registration

To use transactional features, you must be at least 18 years old and have legal capacity. Registration must be performed by you directly; you are responsible for all activities under your account. Notify us immediately of unauthorized access. Personal information is used for identity verification, shipment, and delivery per our Privacy Policy. We may suspend/terminate accounts at our discretion.

## 4. Security Deposit

A refundable security deposit is required before bidding: **10% of your maximum bid, not less than USD 600**. Deposits may be paid via PayPal, credit/debit card, ACH, or wire. Deposits are **100% refundable** if you have not used CAROMOTO services, have no pending bids, and no unpaid invoices. If you fail to pay for a purchased vehicle within **7 calendar days** (including day of purchase), your deposit shall be used to cover resale and related costs. Refunds are typically processed within **2 business days**.

## 5. Bidding & Sale Terms

By placing a bid/offer or using Buy Now, you agree to complete the purchase and pay all auction fees and CAROMOTO fees invoiced. Submitted bids/offers cannot be withdrawn or canceled. CAROMOTO may, at its discretion, increase your maximum bid by one increment where required by an auction's dynamic increments. You accept all risks inherent in auction purchases and are responsible for all vehicles purchased through the CAROMOTO website. **ALL VEHICLES ARE SOLD "AS IS, WHERE IS," WITHOUT ANY WARRANTY** (express or implied, including merchantability or fitness for a particular purpose). You are responsible for understanding the vehicle's condition and title documentation. Registrability is not guaranteed in any state or country. CAROMOTO may reject/invalidate bids and resolve bid disputes at its sole discretion; you agree to indemnify CAROMOTO for costs arising from such disputes.

## 6. Payment

Upon purchase, an invoice will be sent by email. **Full payment must be received within 72 hours** of notification; otherwise, a **USD 25/day** late fee applies plus any auction late fees, which will be added to your invoice. If unpaid after **7 calendar days**, CAROMOTO may cancel/resell per auction rules; your deposit will be applied to cover auction invoices, resale costs, and any price shortfall. The CAROMOTO

non-payment fee is **at least USD 295**. Accepted payment methods: bank wire, ACH (Plaid), in-branch deposit to our account, and Zelle. Payment must be made by the new vehicle owner and match the ID on file. Client pays all bank/transfer charges. Deposits may be applied to invoices only upon written request and only if originally paid via wire, Zelle, or in-branch deposit. Unused deposits may remain to preserve bidding power. You authorize CAROMOTO to set off any amounts you owe against proceeds or property due to you.

## **7. Delivery Rules & Policies (Domestic U.S.)**

Domestic transportation is performed by independent, licensed motor carriers with their own insurance. CAROMOTO is not liable for carrier activity or harm during transportation; all service quality disputes must be resolved directly with the carrier. Pickup/delivery timing and costs are estimates and not guaranteed; storage charges at auctions or elsewhere are your responsibility. You must inspect the vehicle at delivery, note visible damage on the delivery receipt/BOL, and document with photos/video. For concealed loss/damage, notify the delivering carrier in writing within the carrier's time limits.

## **8. Title & Registration Disclaimer**

You are responsible for investigating title status, and for any fees, delays, or defects, including liens and replacement of lost/damaged titles. For Washington State residents or financed purchases through CAROMOTO partners, we collect tax/fees and file title applications with WA DOL; processing timelines depend on DOL and receiving the auction title. For non-WA residents who paid in full, you must register and apply for title in your state upon receiving the title. Compliance with emissions/inspections and other state requirements is your responsibility. Vehicles sold with brands (e.g., Salvage, Flood, Rebuilt) may not be registrable in all jurisdictions.

## **9. Sales Tax**

For non-WA residents, sales tax is typically collected at registration in your state; your Bill of Sale reflects the Total Invoice Due (vehicle price, auction fees, CAROMOTO fees, transport, document delivery, and any late/storage charges). For WA residents or financed deals through us, CAROMOTO collects applicable sales tax and fees and remits them to WA DOR based on your location.

## **10. NMVTIS Disclosure**

Vehicle and transaction data may be reported to NMVTIS. By purchasing through CAROMOTO, you accept all consequences arising from such reporting by us or others.

## **11. Third-Party Information & Website Use**

Information comes from auctions, dealers, private sellers, inspectors, resellers, and carriers. We share it for convenience and do not warrant accuracy, usefulness, or safety. Use the Website at your own risk and protect against malware and other harms.

## **12. Vehicle Information Disclaimer**

We do not own or inventory listed vehicles; all data is seller/auction provided and may include errors or omissions. We strongly encourage in-person or third-party inspections before bidding or purchase. We disclaim all warranties as to Vehicle Information accuracy or completeness.

## **13. Intellectual Property & Acceptable Use**

Site design, trademarks, and content are owned by or licensed to CAROMOTO. You may not reproduce, frame, scrape, or automate access to the site; spam; overload infrastructure; upload malware; harvest personal data; impersonate others; interfere with site functioning; or bypass access measures.

#### **14. Email Communications**

By using our platform or providing contact info, you agree to receive electronic communications (including promotions). You may unsubscribe from marketing at any time; transactional/service messages may still be sent. We do not endorse third-party content in linked promotions.

#### **15. Disclaimers & Release**

THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND. You acknowledge use is at your own risk and release CAROMOTO from claims arising out of your use of the Website/Services.

#### **16. Limitation of Liability**

To the fullest extent permitted by law, CAROMOTO shall not be liable for indirect, incidental, special, consequential, exemplary damages, or loss of profits/use/data. CAROMOTO’s aggregate liability related to any vehicle/shipment/transaction is limited to the **service fees paid to CAROMOTO** for that specific transaction.

#### **17. Indemnification**

You agree to defend, indemnify, and hold CAROMOTO harmless from third-party claims, losses, liabilities, penalties, costs, and reasonable attorneys’ fees arising from your use of the Services, your breach of these Terms, or your violation of law or third-party rights.

#### **18. Governing Law & Dispute Resolution**

These Terms are governed by the laws of the State of Washington (without regard to conflicts). **Binding arbitration** applies to consumer claims; jury trial is waived. You agree not to file suits contrary to this arbitration agreement and to bear costs if you do so and the action is dismissed or compelled to arbitration. If you access from outside the U.S., you are responsible for compliance with local laws.

#### **19. Termination**

We may suspend/terminate your account or access for any breach or at our discretion. Upon termination, your rights cease; certain sections survive (including IP, DMCA, Disclaimers, Limitation of Liability, Indemnification, Dispute Resolution, Local Laws, and any provisions that by nature survive).

#### **20. DMCA Notice**

If you believe content on our Services infringes your copyright, email **info@caromoto.com** with: (i) signature; (ii) identification of copyrighted work; (iii) identification/location of infringing material; (iv) your contact info; (v) good-faith statement of lack of authorization; and (vi) perjury statement of accuracy and authority. We may remove content at our discretion.

#### **21. OCEAN CARRIAGE ENHANCEMENTS (International Shipping)**

**21.1 Ocean Carriage; Risk of Loss; Incoterms.** For international ocean shipments, CAROMOTO acts **solely as a booking/coordination agent** and is **not** a carrier, NVOCC, freight forwarder of record, bailee, or warehouseman. Unless otherwise agreed in a signed writing, shipments move under **Incoterms® 2020: FCA** (designated CAROMOTO warehouse or terminal), whereby **risk of loss transfers to Customer upon tender to the first carrier** at the named place. If the parties expressly agree on **FOB**, risk transfers **once the Vehicle is placed on board** the named vessel at the port of shipment. Title transfer follows the sales invoice; **risk transfer follows the agreed Incoterm.**

**21.2 No Liability for Carriage; Carrier Terms Incorporated.** Transportation is performed by independent, licensed carriers under their **Bills of Lading** and terms (the "Carrier Terms"). Customer's **sole recourse** for loss, damage, delay, or non-delivery during carriage is against the carrier. The Carrier Terms (including defenses, exclusions, notice/time-for-suit, and **limitations of liability**) are incorporated by reference and **inure to CAROMOTO's benefit** to the fullest extent permitted (**Himalaya clause**).

**21.3 Maritime Liability Framework (COGSA / Hague-Visby).** Where U.S. maritime law applies, carriage is subject to **U.S. COGSA** (46 U.S.C. § 30701 et seq.), including the **\$500 per package** limitation and all defenses, which are incorporated herein and extend to CAROMOTO as a third-party beneficiary/agent. Where applicable, any compulsory international convention (including **Hague-Visby Rules**) applies with its limitations and defenses.

**21.4 Marine Cargo Insurance — Offer & Waiver.** CAROMOTO offers all-risk **Marine Cargo Insurance (Institute Cargo Clauses (A) or equivalent)** at Customer's expense. If Customer declines or fails to procure such insurance, Customer **assumes all transit risks and waives**, and shall cause its insurers to waive by endorsement, **any rights of recovery/subrogation** against CAROMOTO, its affiliates, employees, and agents relating to the shipment.

**21.5 Ocean Risks; Force Majeure; General Average.** CAROMOTO is **not liable** for loss, damage, or expense arising from: **fire/explosion (including self-ignition), theft/pilferage, acts/omissions of carriers, stevedores, terminals, port authorities, rough handling, shifting/collapse, seawater ingress, sweat/condensation, rust/corrosion, temperature/humidity, latent defects, inherent vice, acts of God, war, strikes, embargoes, quarantine, governmental actions, or delays.** Customer is responsible for all **General Average, salvage, and Sue & Labor** contributions and authorizes CAROMOTO or its agents to sign required bonds/security on Customer's behalf, with prompt reimbursement.

**21.6 Delivery; Inspection; Claims (Ocean).** Customer must inspect upon delivery and note visible loss/damage on the **delivery receipt/BOL**, with photo/video evidence. For concealed loss, notify the delivering carrier promptly within required time limits. Failure to comply bars recovery. CAROMOTO has no obligation to file or prosecute claims but may assist at its discretion.

**21.7 Storage Prior to Carriage.** While a Vehicle is on CAROMOTO premises before tender to the first carrier, storage is **at Customer's risk.** CAROMOTO's aggregate liability for direct physical loss **caused solely by CAROMOTO's gross negligence** is limited to the lesser of **USD 250 per Vehicle** or the CAROMOTO service fees for that transaction. No liability for indirect/special/consequential damages.

## **22. Changes to Terms**

We may revise these Terms at any time by posting an updated version with a revised "Last updated" date. Continued use constitutes acceptance.

## **23. Additional Legal Protections**

**23.1 UCC Warranty Disclaimer.** Customer acknowledges that all implied warranties under the Uniform Commercial Code (UCC), including warranties of merchantability and fitness for a particular purpose, are

expressly disclaimed. All vehicles are sold “AS IS” and “WITH ALL FAULTS.”

**23.2 Deposits Not Trust Funds.** Deposits do not create a fiduciary relationship and may be commingled with CAROMOTO’s general operating funds.

**23.3 Arbitration Venue and Class Action Waiver.** All disputes shall be resolved exclusively by binding arbitration in **King County, Washington**, administered under the **AAA Commercial Arbitration Rules**. Customer waives any right to a jury trial or participation in class, collective, or representative actions.

**23.4 Force Majeure.** CAROMOTO shall not be liable for delays or failures caused by acts of God, natural disasters, pandemic, government actions, strikes, auction closures, supply chain disruptions, or other events beyond its control.

**23.5 Consumer Protection Exclusion.** All purchases are made by informed buyers for business or export purposes. State consumer protection laws, including lemon laws, do not apply.

**23.6 Limitation of Actions.** Any claim or cause of action must be filed within **one (1) year** from the date of the event giving rise to the claim, otherwise it is permanently barred.

**23.7 OFAC and Export Compliance.** Customer represents that neither it nor its consignees are subject to U.S. sanctions or export restrictions. CAROMOTO reserves the right to cancel any transaction to comply with **OFAC, BIS, or other U.S. regulations**.

**23.8 Currency and Exchange Disclaimer.** Payments must be received in USD net of all fees. CAROMOTO is not responsible for exchange rate fluctuations, transfer delays, or intermediary bank charges.

**23.9 Import Duties and Taxes.** Customer is solely responsible for all import duties, VAT, customs fees, and compliance with destination country regulations.

**23.10 Chargeback Prohibition.** Customer shall not initiate any chargeback or payment dispute in connection with the Agreement unless the Customer has first provided CAROMOTO with written notice of the issue and afforded CAROMOTO a minimum of ten (10) business days to investigate and attempt to resolve the matter. Any chargeback or payment dispute initiated in violation of this Section shall constitute a material breach of the Terms of Service, without prejudice to CAROMOTO’s other rights and remedies.

**23.11 Entire Agreement.** These Terms constitute the entire agreement and supersede prior communications. No oral representations modify them.

**23.12 Severability.** If any provision is held invalid, the remainder remains enforceable.

**23.13 No Waiver.** Failure to enforce any provision shall not be deemed a waiver.

**23.14 Assignment.** Customer may not assign rights or obligations without CAROMOTO’s written consent.

**23.15 Attorneys’ Fees.** The prevailing party in any dispute shall recover reasonable attorneys’ fees and costs.

**23.16 Language.** In the event of discrepancy between translations, **the English version prevails**.

## **24. Contact**

**CAROMOTO LLC**

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