

## ABOL Dealer Agreement

This is a legally binding online agreement between your dealership ("Dealer" or "you" or "Seller") and DJ Automotive Information Services, Inc. d/b/a AutoBidsOnline ("ABOL"). Please review it carefully.

**General Description.** ABOL is an internet-based service that brings together buyers and sellers of cars. Consumers ("Buyer") will submit purchase bids ("Offer") on a specific vehicle which Dealer may accept, counter or reject. Information about a particular vehicle is supplied by the dealer who uses the ABOL system, not by ABOL itself. ABOL does not control the process; the price and other terms of any sale remain subject to direct negotiation between the Buyer and the Seller.

**Listing Details.** Dealer may accept the Offer, make a Counter-Offer or reject the Offer. Dealer is expected to respond to consumer Offers in a timely fashion. "Timely fashion" means submitting the response to ABOL no later than 24 hours after receipt.

ABOL will have many dealers actively using the system at any one time. The first dealer to accept the Buyer's Offer will have exclusive negotiating rights with the Buyer if and when the Buyer chooses to share his contact data. Accordingly, it is in the Dealer's best interest to rapidly respond with its most competitive price.

Because a Dealer's acceptance or counter of a Buyer's Offer will be a "Guaranteed Buy Bid," ABOL will verify signature authority in person or over the telephone before a Dealer Account will be fully activated.

Dealers can obtain exclusive negotiating position with prospective Buyers. Once a Buyer's purchase Offer is accepted, no other dealer will be able to bid on that offer for a period of 10 days or the deal is terminated by either party.

### **Prices.**

Annual Membership	\$499.00
Monthly Administration	N/A
Per Lead	\$49.00

Dealer does not pay the Per Lead referral fee, nor is the Dealer obligated to sell the vehicle unless the Buyer chooses to share their contact information with the Dealer.

**Specific Rules.** By offering to sell a vehicle and participating in the ABOL system, you are making a "Guaranteed Buy Bid." Accordingly, you acknowledge and agree that:

(a) the vehicle you offer to sell is in your possession;

- (b) you have the absolute right to transfer the vehicle's title to the customer;
- (c) you will sell the vehicle at the price specified in your bid;
- (d) you are not brokering listings or listing vehicles on commission for any other dealer or individual;
- (e) you will not use the ABOL system to advertise or promote anything other than the unique vehicle at issue, unless that vehicle is the subject of the Counter Offer;
- (f) you will owe ABOL for the lead information provided by ABOL, even if you fail to sell your vehicle or are dissatisfied with ABOL;
- (g) you will not use ABOL for any fraudulent, false, misleading or deceptive activity; and
- (h) all content and information that you provide to ABOL and/or to leads generated through ABOL is truthful, accurate and complete.

**Limitations.** ABOL DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES TO YOU REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES THAT YOU WILL SELL YOUR VEHICLE, OBTAIN AN ACCEPTABLE PRICE FOR YOUR VEHICLE, ONLY RECEIVE LEGITIMATE INQUIRIES OR SOLICITATIONS FROM QUALIFIED BUYERS, OR RECEIVE ANY INQUIRIES REGARDING YOUR VEHICLE FOR SALE.

You will indemnify and hold ABOL and its employees, and its licensees and their affiliated entities, and their employees, harmless against any and all expenses and losses of any kind (including reasonable attorneys' fees) incurred by them in connection with any breach or alleged breach of any of the terms of this Agreement, any representations and/or warranties, and/or resulting from any mistake or inaccuracy in automotive listings information that you make available, and/or arising out of ABOL's use of automotive listings information made available by you.

ABOL reserves the right to, but is under no obligation to and does not assume any obligation to, review offers before and/or after they are posted to the ABOL site to confirm information relating to the dealer and the vehicle and to investigate complaints and suspicious activity. If ABOL determines, in its sole and exclusive discretion, that you are engaging in any unfair, deceptive, false, misleading or fraudulent practices, ABOL reserves the right to reject your participation in the ABOL system, without liability or providing a refund.

The Web is an evolving medium. ABOL may change the terms of this agreement from time to time. By continuing to use this website following our posting of such changes, you agree to be bound by this agreement, as modified. ABOL may change, restrict access to, suspend, or discontinue this website, or any portion of this website, at any time.

**Links to Other Sites.** For the convenience of users of the ABOL website, ABOL may make available a variety of links to other websites that we do not operate where users can obtain automotive related products and services, including insurance, warranties, financing and inspection services. ABOL is not responsible for the products or services these vendors provide.

**Remedies.** Responsibility for the information contained in your communications lies with you. You alone are responsible for material in your listings and for the content of all email or system messages you transmit. Inaccuracies will undermine a Buyer's confidence in the vehicle you are selling, and any erosion of user confidence in you is likely to be accompanied by erosion of user confidence in ABOL. ABOL cares deeply about making sure that the information you supply is accurate and that, in all respects, you treat ABOL Buyers fairly and honorably. Violation of any ABOL policy may result in a range of actions, including a) cancellation of membership, right to participate and/or active listings; b) forfeit of any fees owed; c) fee schedule adjustments; d) limits on account privileges; e) account suspension; and/or f) referral to law enforcement.

**General.** The warranties, indemnification obligations and limitations of liability set forth herein will survive the expiration or termination of this Agreement. Should any provision of this Agreement be deemed unenforceable, such provision will be restated, in accordance with applicable law, to maintain most closely the intentions of the parties, and the remainder of this Agreement will remain in full force and effect. This Agreement constitutes the entire agreement between Dealer and ABOL pertaining to the automotive listings information provided by Dealer and supersedes all prior agreements. This Agreement will be construed under the laws of the State of Texas, without reference to its conflicts of law principles, and the parties agree that venue of all disputes shall be in Dallas County in the State of Texas. No modifications to these terms and conditions are permitted, nor will any such modifications be recognized as binding on ABOL unless accepted in writing by ABOL.