

## SPORTSCARLOCATE MEMBERSHIP AGREEMENT

This membership agreement ("Agreement") is a legally binding agreement between you ("you", "your") and SportsCarLocate ("SPORTSCARLOCATE", "Us", "We" or "Our"), governing your use of and participation in SPORTSCARLOCATE's vehicle locate and SPORTSCARSELLERS vehicle market forum and other related services ("Services") through [www.SportsCarLocate.com](http://www.SportsCarLocate.com) ("Website").

Please read this Agreement carefully. BY REGISTERING AS A MEMBER, YOU ARE STATING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY ITS TERMS.

If you do not agree with the terms in this Agreement, your sole recourse is not to become a member of SPORTSCARLOCATE or use the Services.

From time to time, SPORTSCARLOCATE may amend this Agreement. Amendments will be posted on the Website. Please check back frequently to see the terms of the Agreement then in effect. The amended Agreement will be effective on the effective date indicated therein. Your continued membership and use of the Services will constitute acceptance of the amended Agreement. If you disagree with this Agreement, or any amendments to the Amendment, your sole recourse will be to cease using the Website, the Services, and/or to cancel your membership.

Your use of the Services is also governed by our Website Terms of Use and Privacy Policy, which are incorporated by reference into this Agreement.

### 1. MEMBERSHIP

#### A. ELIGIBILITY FOR MEMBERSHIP

To be eligible to become a member of SPORTSCARLOCATE and to use the Services, you must be over the age of majority in the jurisdiction in which you live and be capable of forming legally binding contracts under applicable law.

By registering, you represent that you have never been convicted of an indictable criminal offence for which you have not been pardoned involving theft, fraudulent activity or violence.

If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement. You must not register for a second membership if you already have an active SPORTSCARLOCATE membership.

#### B. HOW TO REGISTER

To become a SPORTSCARLOCATE member, you must register on the Website by providing us with your email address, legitimate first name and last name and selecting a SPORTSCARLOCATE password.

You will also be asked to complete biographic and demographic information about yourself to create your Member Profile, which we will use to match you with other SPORTSCARLOCATE members and enhance the Services offered on the Website and which may be made accessible to other SPORTSCARLOCATE members with your authorization.

If you are registering as a Buyer, you may also be required to provide details such as the make, model and other related details of the vehicle you wish us to search for.

See the Privacy Policy for information about how we manage, use and make available your personal information. You may cancel your SPORTSCARLOCATE membership at any time by contacting us and requesting that your membership be cancelled.

You are responsible for maintaining the confidentiality of your password. Keep your password in a secure place and do not allow any unauthorized persons to access the Website or the Services using your password. You are responsible for all activity that occurs under your password. If you suspect that others have knowledge of your password, have accessed your SPORTSCARLOCATE Account without consent, or suspect any other security breach, you are expected to report this to SPORTSCARLOCATE immediately. Access to and use of password-protected areas of the Website is restricted to registered members. Attempting to access these member-only Services without authorization is prohibited.

You are responsible for keeping your membership information (including but not limited to your email address) up to date at all times. SPORTSCARLOCATE reserves the right to terminate the membership of any individual whose membership details have fallen out of date or which cannot be verified for any reason.

## 2. ACCOUNTS AND FEES

### A. FEES

Use of the Website and registering to become a SPORTSCARLOCATE member are free.

Posting a request for SPORTSCARLOCATE to conduct a vehicle search or provide basic vehicle marketing assistance including listing your vehicle in 'The Lot' through the Website is also free.

Unless otherwise stated, all fees and or Purchase Prices on the Website will be quoted in the local currency of the Seller.

Those members who wish to Purchase a vehicle through SPORTSCARLOCATE will be required to pay the agreed-upon price (Transaction Price) as accepted by the Buyer & Seller.

SPORTSCARLOCATE will not be a party to the agreement for a Sale or Purchase (a "Transaction") made between a Seller and a Buyer as the case may be. The terms of such Transactions are to be agreed upon by the Seller and the Buyer and documented by SportsCarLocate. The parties to a Transaction, as between themselves, will be responsible for paying any and all taxes, duties, and/or government charges that may be applicable to the Transaction. We accept no responsibility for, and offer no information or advice or confirmation of, the requirement for or sufficiency of, any such taxes or other government charges.

In consideration of the Services offered, Buyers (Locate Members) will pay to SPORTSCARLOCATE a fee in the amount of 2.5% of the total Transaction Price of a purchased vehicle, via PayPal®1.

(1 PAYPAL is a registered trade-mark of PayPal Inc. PAYPAL is not associated with and does not endorse, sponsor or have any connection to SPORTSCARLOCATE other than the fact that the fees are payable by Members through PAYPAL.)

Buyers will be responsible for establishing PayPal accounts prior to making an offer to purchase a vehicle, which will include consenting to the Legal Agreements posted on the PayPal website. Payment of fees will be due to SPORTSCARLOCATE upon the successful purchase of a vehicle.

The amount owed by the Buyer to SPORTSCARLOCATE will be invoiced to the Buyer's email address.

## 3. USE OF SERVICES

### A. SELLERS – (Market Members)

By becoming a SPORTSCARSELLERS member, using the Services on the Website and acting as a SELLER, Seller's represent and warrant that:

- You are the legitimate, documented, registered owner of the vehicle you are now offering for sale.
- You have all required vehicle permits and or other government documents, all of which are valid and current, to allow for the transference of the vehicle, to the Buyer, in the jurisdictions in which it is registered;
- Your vehicle is road-worthy and registered/licensed, as required and complies with all safety and emission requirements and other legal and regulatory requirements applicable in the jurisdictions in which it is registered;
- The condition of you vehicle as represented by you in your description of the vehicle - is as you have disclosed.
- You have disclosed to SPORTSCARLOCATE and the Buyer all un-repaired physical or mechanical damage to the vehicle known to you at the time the vehicle was offered for sale.
- You have disclosed to SPORTSCARLOCATE and the Buyer all previously repaired collision damage known to you.
- Your disclosure which details your vehicle's ownership, service & maintenance history, actual mileage, is factual.
- Where required by law, you will prepare and provide to the Buyer a contract of sale that contains all terms and conditions legally required in the jurisdictions in which it is registered;
- Your vehicle is free and clear of all Liens, outstanding loans or any other contractual obligation owed to any third party or will be free and clear of liens, loans or other obligation prior to your acceptance of payment for the vehicle from the Buyer;
- You will make your vehicle available to the Buyer and or the Buyer's representative prior to the completion of a Purchase/Sale Transaction and allow the vehicle to be viewed, photographed and subjected to a Owner Present – Onsite - physical and mechanical inspection including a road test;
- You will abide by the terms and conditions set out in the Sale/Purchase Agreement as agreed by both yourself and the Buyer;
- You will deliver the vehicle into the possession of the Buyer or his/her agent to the agreed-upon destination in a safe and professional manner to the best of your abilities;
- You agree to notify SPORTSCARLOCATE of any change of circumstances or intentions that significantly modify your vehicle market request;
- You agree to notify SPORTSCARLOCATE of your intention to cancel or suspend your vehicle market request promptly.

## B. BUYERS – (Locate Members)

By becoming a SPORTSCARLOCATE member, using the Services on the Website, requesting a vehicle locate and/or agreeing to purchase an offered vehicle The Buyer represent and warrant that:

- You have possession of or quick access too the funds required to complete the financial transaction on the vehicle you are requesting SPORTSCARLOCATE to locate on your behalf;
- You are currently in the market for and actively searching for the type of vehicle you have requested SPORTSCARLOCATE locate on your behalf;
- You are fully prepared to take quick action and engage in the purchase process including: reviewing all vehicles offered, providing response to inquiries, making offers on vehicle that meet your search criteria and entering into Sale/Purchase Agreements for those vehicles if found by you to be acceptable;
- You agree to make location fee payments of 2.5% (with a minimum of \$750.00 U.S.) on the final agreed too price of the vehicle, located on your behalf, to SPORTSCARLOCATE through PayPal upon the successful purchase of the vehicle.
- You will abide by the terms and conditions set out in the Sale/Purchase Agreement as agreed by both yourself and the Seller and take whatever action is required on your part to inspect the vehicle at the Sellers location and complete the Financial Transaction as laid out in the agreement;
- You will take the vehicle into your possession or the possession of your agent at the agreed-upon destination in a safe and professional manner to the best of your abilities;

- You agree to notify SPORTSCARLOCATE of any change of circumstances or intentions that significantly modify your vehicle search request;
- You agree to notify SPORTSCARLOCATE of your intention to cancel or suspend your vehicle location request promptly.

## C. GENERAL

By becoming a SPORTSCARLOCATE member, and using the Services on the Website, you represent and warrant that you will comply with all applicable laws, statutes, ordinances and regulations regarding (i) your use of the Website or Services (including but not limited to your requests for or offers of service and conclusion of Transactions), and (ii) any activities resulting from your use of the Website or Services, including but not limited to complying with all laws related to vehicular traffic, shipment of goods, carriage of persons, public and personal security, importation, export, privacy, and consumer protection, as applicable.

Membership and use of the Services is void where prohibited by applicable law.

## 4. SPORTSCARLOCATE MATCHES AND MEMBER RATINGS

### A. MATCHING CRITERIA

Potential Sellers will be notified of an offer of purchase of their vehicle based, in part, on the results of a 'match' performed by SPORTSCARLOCATE using criteria including but not limited to make, model, condition and location, and other compatible aspects of the member's vehicle profile.

The criteria used to match Buyers and Sellers are selected and applied at SPORTSCARLOCATE's sole discretion. SPORTSCARLOCATE reserves the right at its sole discretion to amend the criteria or their respective weighting at any time without notice or appeal. SPORTSCARLOCATE does not guarantee that you will be successfully matched with any other members.

### B. MEMBER RATINGS

Members will be given the opportunity to rate their experiences with other members through the Website. A member's overall rating will be based on the scores given by other members, and the member's history of use and account history (if any) with SPORTSCARLOCATE. Member ratings may be made visible to potential matches, and may be one of the criteria members rely on to help choose the parties with whom they will interact. By posting ratings on the Website, you represent and warrant that the comments posted are fair and factual, based on your experience. Ratings may become a permanent part of the member's record, and cannot be edited or retracted by any member. SPORTSCARLOCATE will not edit or investigate the ratings given by other members, except where the feedback otherwise violates the User Conduct provisions set out in Section 6 below. While ratings are voluntary, SPORTSCARLOCATE encourages all members to rate their experience after each Transaction is complete.

## 5. SAFETY AND SECURITY SUGGESTIONS

SPORTSCARLOCATE does not run any background checks, including criminal background checks or reference checks, evaluate driving history, insurance, or other qualifications. SPORTSCARLOCATE encourages its members to exercise caution and common sense when interacting with another member, whether through the Website or in person. Use caution when selecting meeting points in order to make the exchange as safe and secure as possible.

You are solely responsible for selecting the members and/or individuals with whom you will buy/purchase from, and in whose hands you leave your goods to be delivered. If you do not feel safe or comfortable with the buyer/purchaser for any reason, you should stop the transaction immediately contact the local Police Agency and

take whatever steps necessary to determine the validity of the buyer/seller/vehicle before completing the transaction.

Remember that parts of your Member Profile details may be shared with potential matches. We do not recommend that you include information such as your full name, address, email or other contact information in communications with other Members through the Website. SPORTSCARLOCATE reserves the right, but is not obligated, to edit the content of such communications. We strongly encourage you to be cautious when sharing with other member's personal information that could reveal your identity, address or contact information.

When a Seller meets a Buyer or the Buyer Agent in person, the Seller and Buyer shall present his/her driver's license to confirm his or her identity. If it is not presented voluntarily, such documentation should be request by the parties.

## 6. MEMBER'S GRANT OF LICENSE

By posting or submitting postings, responses, feedback, or other material to this Website you:

- a. represent and warrant that you own or otherwise control all rights (including but limited to copyright and moral rights) in and to the User Content, and that the User Content does not and will not infringe the rights of any third party; and
- b. grant to SPORTSCARLOCATE the unrestricted, worldwide, royalty-free, nonexclusive right to use, reproduce, display, adapt, modify, distribute, and edit the User Content for any purpose whatsoever.

## 7. LIMITATIONS

### A. NO REPRESENTATIONS OR WARRANTIES

The Website is a venue through which potential Vehicle Buyer and Sellers can connect and make arrangements as between themselves through SportCarLocate for the purchase and sale of goods.

We are not involved in the actual Transactions and therefore have no control over the accuracy, quality, safety or legality of the descriptions included in postings, emails or statements. Nor do we have the ability to ensure that Buyers or Sellers are truthful throughout the purchase & sale process or that they will fulfill their obligations. We cannot ensure that a Buyer or Seller will actually complete his or her responsibilities.

### B. VERIFICATION AND REPORTING

SPORTSCARLOCATE may, but is not obligated to, verify the accuracy of the information our members provide when they register on the Website. However, we cannot confirm each member's purported identity or qualifications. We strongly encourage members to use their common sense to evaluate the members with whom you interact, and to complete their own research on the member/vehicle prior to entering into a Transaction with another member.

### C. NO ENDORSEMENT

SPORTSCARLOCATE does not sponsor or in any way control the individuals and businesses that are SPORTSCARLOCATE members. Therefore, membership in SPORTSCARLOCATE or use of the Services by such individuals or licensors should not in any way be construed as an endorsement by SPORTSCARLOCATE, its licensors or partners, or their respective employees, officers, directors, or agents (collectively, the "Released Parties").

If you are dissatisfied with the results of a Transaction entered into through the Website, your sole recourse is to submit a negative rating, stop using the Website and Services and cancel your membership, and/or contact the other party to the Transaction.

## 8. RELEASE AND INDEMNITY; LIMITATION OF LIABILITY; NO WARRANTY

By using this Website, becoming a SPORTSCARLOCATE member, or using any Services on this Website, you agree to release the Released Parties from any and all liability, claims, demands, losses, costs, damages (actual and consequential) or actions of any kind and nature (collectively, "Liability"), known and unknown, suspected and unsuspected, disclosed and undisclosed, including reasonable attorney's fees suffered by you, your executors or heirs, any third party, or their respective successors or assigns, and agree to defend, indemnify and hold harmless the Released Parties from any Liability suffered by the Released Parties with respect to or resulting from (i) your use of, or your acts or omissions related to, the Website or Services, (ii) your breach of this Agreement (including all documents incorporated by reference); or (iii) your violation of any law or the rights of a third party. Without limiting the generality of the foregoing, the Released Parties will not be liable or responsible for: (i) the actions or inactions, acts or omissions, of any other SPORTSCARLOCATE member or other third party; (ii) any dispute that may arise between you and any other SPORTSCARLOCATE member or any third party; (iii) any damage to goods or bodily harm that may arise from or in connection with your use of the Services or your interaction with any other SPORTSCARLOCATE member or any third party; (iv) any misrepresentation, inaccurate, harmful, offensive or deceptive content posted on the Website, or any such conduct perpetrated, by any other SPORTSCARLOCATE member or any third party; or (v) any deficiency in the quality, safety, security, reliability or timeliness of the goods or actions of any other SPORTSCARLOCATE member or other third party.

YOUR DECISION TO BUY OR SELL YOUR CAR OR SHIP OR IMPORT GOODS IS AT YOUR SOLE RISK. IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF THE RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE RELEASED PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH USE OF THE WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR AGGRAVATED DAMAGES RESULTING FROM COMMUNICATIONS, MEETINGS OR EXCHANGES OF PROPERTY, WITH OTHER SPORTSCARLOCATE MEMBERS OR TRANSPORTATION OF PASSENGERS OR GOODS.

THE LIABILITY OF THE RELEASED PARTIES TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND \$150.

THE RELEASED PARTIES PROVIDE THE WEBSITE AND SERVICES ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. THE RELEASED PARTIES SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES OF TITLE, MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY LAW OR THROUGH A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR CERTAIN LIMITATIONS ON IMPLIED WARRANTIES. ACCORDINGLY, THE EXCLUSIONS AND/OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

Each Released Party which is not a party to this Agreement is hereby constituted a third party beneficiary of the provisions of this Section 9.

#### 9. TERM OF MEMBERSHIP

Your SPORTSCARLOCATE membership will commence upon Our acceptance of your registration and will continue until one of the following occurs: (1) you provide notice to SPORTSCARLOCATE of your intent to terminate this Agreement, (2) you breach any of the terms of this Agreement, including but not limited to using the Services in any fraudulent, misleading, material or harmful manner; or (3) SPORTSCARLOCATE elects to terminate this Agreement, with or without cause and for any reason at its sole discretion, by notice to you. In the event that your membership and/or this Agreement is terminated for any of the reasons stated above, you agree to discontinue any further use of the Services and the Website. Any provision of this Agreement that imposes or contemplates continuing obligations on or of a party will survive any expiration or termination of this Agreement.

## 10. NOTICES

Except as explicitly stated otherwise or as required by law, you will provide any notices to SPORTSCARLOCATE by contacting us in writing at the following address:

SportsCarLocate  
152 Elderwood Trail  
Oakville Ontario  
Canada L6H5W4

SPORTSCARLOCATE will provide any notices to you by email to the email address you provide upon registration, and will be deemed given upon transmission.

## 11. GENERAL PROVISIONS

This Agreement does not, is not intended to and will not be construed as creating any agency, partnership, joint venture, employee-employer or franchisor/franchisee relationship between you and SPORTSCARLOCATE. You may not transfer your rights under this Agreement. The waiver of any breach or default under this Agreement will not constitute a waiver of any subsequent breach or default. This Agreement is deemed to be concluded in, and will be governed by and interpreted in accordance with the laws of, Canada, without regard to principles of conflicts of law. You agree that any action to enforce this Agreement may be brought in Canada. You further agree to submit to the personal jurisdiction of these courts for the purpose of any proceeding arising out of this Agreement and waive any objections and defences inconsistent with such venue.

This Agreement, and any agreements incorporated by reference herein, set forth the entire understanding and agreement between you and SportsCarLocate with respect to the subject matter hereof. Headings and captions of the sections are for reference purposes only. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced.

Last Updated: January 10, 2009.