

Terms of Online Registration

Date Last Revised: [_____ June _____], 2016

PLEASE READ THESE TERMS OF ONLINE REGISTRATION CAREFULLY BEFORE CLICKING ON "PAY NOW". In addition to the Terms of Use which govern your use of this website (the "Site"), these Terms of Online Registration govern your registration through this Site which is operated by Impact Auto Auctions Ltd. ("IMPACT AUTO AUCTIONS" or "we" or "us"), carrying business as "Impact Auto Auctions. By clicking "PAY NOW", you agree to be bound by these Terms of Online Registration whether or not you have read them. If you do not agree to these Terms of Online Registration, proceed to cancel your registration now by exiting the "Submit Payment" page. Please print a copy of these Terms of Online Registration for your records.

If you are registering an account on behalf of a business, the individual completing the registration hereby represents and warrants that he or she has the authority to bind the business.

PLEASE NOTE THAT ALL BIDDING IS SUBJECT TO THE AUCTION POLICIES AND ARBITRATION RULES WHICH BY REGISTERING AN ACCOUNT YOU AGREE TO BE BOUND BY.

1. Your Registration.

IMPACT AUTO AUCTIONS reserves the right, at its sole discretion, to accept or reject your registration once your request for registration has been completed and submitted to IMPACT AUTO AUCTIONS.

While it is IMPACT AUTO AUCTIONS' practice to confirm requests for registration by email to the e-mail address associated with your registration, this e-mail is a confirmation that your request has been received by IMPACT AUTO AUCTIONS but does not constitute acceptance of your registration. IMPACT AUTO AUCTIONS reserves the right at any time after receipt of your request for registration to accept or decline your request for registration for any reason and IMPACT AUTO AUCTIONS shall contact you at the e-mail address provided in the registration form of its decision to accept or reject your registration. In the event that IMPACT AUTO AUCTIONS rejects your request for registration, IMPACT AUTO AUCTIONS shall have no obligation to fulfill your request and you shall have no obligation to pay IMPACT AUTO AUCTIONS for the registration fee.

2. Type of Accounts.

There are four different types of account: free account, public account, licensed business buyer (non-dealer) account and licensed business buyer (dealer) account. These accounts have the following attributes:

Free Account

The free account gives you the privileges to set up a watch list in order to search and view vehicles.

Public Account

The public account has all the privileges of a fee account plus access to public auctions and the ability to bid onsite at an applicable branch in the provinces of Alberta , British Columbia and Manitoba.

Licensed Business Buyer (Non-Dealer) Account

The licensed business buyer (non-dealer) account has all the privileges of a free account, plus access to all online and site auctions to bid for and buy vehicles. You must be an auto wrecker, body shop, auto parts supplier or rebuilder and provide proof of a business license to register for this type of account.

Licensed Business Buyer (Dealer) Account

The licensed business buyer (dealer) account is for dealers and has all the privileges of a free account, plus access to all online and site auctions to bid for and buy vehicles. You must provide proof of a business license to register for this type of account.

All online bidding using AuctionNow™ are subject to the terms and conditions relating to AuctionNow™ set out in the Auction Policies and Arbitration Rules.

3. Changes to Attributes of Accounts.

IMPACT AUTO AUCTIONS shall have the right to change the attributes of each account and the rights granted to you in respect of each account at any time. All such changes will be effective upon posting on this Site. IMPACT AUTO AUCTIONS shall have no obligation to provide you notice of such changes and it is your obligation to regularly visit this Site to view any such postings.

4. Price and Method of Payment.

The pricing for the various accounts are as follow:

Free Account: Free

Public Account: \$200 annual fee with an annual renewal fee of \$100

Licensed Business Buyer (Non-Dealer) Account: \$200 with an renewal fee of \$100

Licensed Business Buyer (Dealer) Account: \$100 with an annual renewal fee of \$50

Fees, including renewal fees, are subject to change by IMPACT AUTO AUCTIONS.

You agree to pay IMPACT AUTO AUCTIONS the fee set out above based on the account selected by you and all applicable annual renewal fees (collectively the "**Fee**"). The Fee is quoted in Canadian dollars and includes all applicable taxes.

Payments may be made using credit cards, or cash at your local branch. You authorize IMPACT AUTO AUCTIONS (and IMPACT AUTO AUCTIONS' designated payment processor) to charge the applicable card provided by you to IMPACT AUTO AUCTIONS for the Fee and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your registration shall not be processed and IMPACT AUTO AUCTIONS shall have no obligation to grant you the rights of a registered user for any account to which a fee applies. IMPACT AUTO AUCTIONS or its payment processors shall have the right to charge your credit card for the Fee once your registration is activated. Renewal fees shall be applicable on each anniversary of your registration, and the applicable renewal fee shall be payable by you to IMPACT AUTO AUCTIONS on the date of your first vehicle purchase during the applicable annual renewal period, unless your account is cancelled in accordance with these Terms of Online Registration.

5. Term and Cancellation.

The initial term of your registration is for a 12 months period commencing on the date that your account is activated by IMPACT AUTO AUCTIONS.

Your account shall automatically be renewed for successive 12 months renewal terms at the annual renewal fee set out above unless you notify IMPACT AUTO AUCTIONS at buyerservices@impactauto.ca of your intention to cancel your account by no later than 30 days prior to your original renewal date.

You may cancel your account at any time by providing IMPACT AUTO AUCTIONS notice at buyerservices@impactauto.ca . In the event of such cancellation, IMPACT AUTO AUCTIONS shall not charge you any Fee in respect of any subsequent renewal terms. However, the fee previously paid by you in respect of the annual term during which the cancellation occurs shall be non-refundable. In addition, certain Canadian jurisdictions may provide you specific cancellation rights; IMPACT AUTO AUCTIONS shall respect all such applicable laws.

IMPACT AUTO AUCTIONS shall have the right to cancel your account at any time. In the event of such cancellation, the Fee previously paid by you to IMPACT AUTO AUCTIONS in respect of the annual term during which the cancellation occurs shall be refunded to you by IMPACT AUTO AUCTIONS on a pro-rata basis.

For information on how IMPACT AUTO AUCTIONS collects, uses or discloses the personal information you may provide on this Site, read IMPACT AUTO AUCTIONS' [Privacy Policy](#)

6. Your Account and Password.

As part of the registration process, you will be provided with a login ID, password and, if applicable, Buyer Number. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to access the Service (as defined in the [Terms of Use](#) under the name of, another person or entity. If IMPACT AUTO AUCTIONS has reasonable grounds to suspect that information you provide as part of your registration is untrue, inaccurate, not current or incomplete, IMPACT AUTO AUCTIONS has the right to suspend or terminate your account and refuse any and all current or future use of the Service or other products and features (or any portion thereof). You are responsible for maintaining the confidentiality of your login ID, password and Buyer Number, and for all activities that occur under your account, and you agree to hold IMPACT AUTO AUCTIONS harmless for any costs incurred in connection therewith. You shall be liable for losses and damages incurred by IMPACT AUTO AUCTIONS due to the unauthorized use of your account. If you discover or suspect any unauthorized use of your login ID, password or Buyer Number or any other breach of security of your account, you agree to immediately notify IMPACT AUTO AUCTIONS' Online Customer Support. IMPACT AUTO AUCTIONS is not responsible for any loss or damage arising from your failure to protect or to keep confidential your login ID, password or Buyer Number.

You may not transfer your account to someone else.

Unless stated otherwise in Section 5, The Fee is non-refundable.

7. Disclaimers of Warranties.

THE FOLLOWING DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IF YOU ARE A CONSUMER RESIDING IN A

JURISDICTION THAT DOES NOT PERMIT SUCH DISCLAIMERS, INCLUDING QUEBEC, SUCH DISCLAIMERS SHALL NOT APPLY TO YOU. YOUR ACCOUNT AND ALL FEATURES PROVIDED THROUGH THE ACCOUNT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER LEGAL, EXPRESS OR IMPLIED, ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

8. Limitation of liability.

THE FOLLOWING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IF YOU ARE A CONSUMER RESIDING IN A JURISDICTION THAT DOES NOT PERMIT SUCH LIMITATION, INCLUDING QUEBEC, SUCH LIMITATIONS SHALL NOT APPLY TO YOU.

IN NO EVENT SHALL IMPACT AUTO AUCTIONS OR ITS AFFILIATES OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MANDATARIES OR REPRESENTATIVES (COLLECTIVELY, THE "**IMPACT AUTO AUCTIONS PARTIES**") BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES DIRECTLY OR INDIRECTLY ARISING FROM, RELATED TO OR RESULTING FROM THESE TERMS OF ONLINE REGISTRATION, YOUR REGISTRATION, YOUR ACCOUNT, YOUR BID ON THIS SITE OR FROM THE USE OF, OR THE INABILITY TO USE, SERVICES PROVIDED ON THIS SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, ANTICIPATED PROFITS, BUSINESS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA OR SALE, COST OF SUBSTITUTE PRODUCTS OR SERVICES.

THE IMPACT AUTO AUCTIONS PARTIES' AGGREGATE LIABILITY BASED UPON OR RESULTING FROM THESE TERMS OF ONLINE REGISTRATION, YOUR REGISTRATION, YOUR ACCOUNT, YOUR BID ON THIS SITE OR FROM THE USE OF, OR THE INABILITY TO USE, SERVICES PROVIDED ON THIS SITE SHALL IN NO EVENT EXCEED THE TOTAL ANNUAL FEES PAID BY YOU TO IMPACT AUTO AUCTIONS IN RESPECT OF YOUR REGISTRATION IN THE YEAR IN WHICH THE EVENT GIVING RISE TO DAMAGES OCCURED.

THE FORGOING EXCLUSIONS AND LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND EXTRA-CONTRACTUAL LIABILITY), CIVIL LIABILITY OR OTHERWISE, AND EVEN IF ANY IMPACT AUTO AUCTIONS PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Governing Law and Venue.

Except to the extent that the laws of your jurisdiction prohibit this choice of governing law and choice of venue provision (such as if you are a consumer residing in Quebec), (i) the laws of the province of Ontario shall govern these Terms of Online Registration and any claim or dispute arising out of or relating to these Terms of Online Registration, without giving effect to any principles of conflicts of laws and (ii) you agree to bring any claims against IMPACT AUTO AUCTIONS exclusively in the courts of Ontario.

You may not assign or otherwise transfer these Terms of Online Registration and/or your account, in whole or in part, without the prior written consent of IMPACT AUTO AUCTIONS.

IMPACT AUTO AUCTIONS' failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless IMPACT AUTO AUCTIONS agrees to such waiver in writing.

If any portion of these Terms of Online Registration is deemed unlawful, void or unenforceable, that portion shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions.

Any notices or acknowledgements that are specified in these Terms of Online Registration may be made using any contact information provided by you. You specifically consent to receive communications from us electronically via any e-mail address you provide and agree that such electronic communications satisfy any legal requirement that such communications be in writing.

10. Language

The parties have expressly requested that these Terms of Online Registration and all documents related thereto be drafted in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

11. Changes to the Terms of Online Registration.

IMPACT AUTO AUCTIONS may at any time modify these Terms of Online Registration, all in accordance with applicable laws. Any modification will be effective upon posting. Your continued use of your account following posting of any revised Terms of Online Registration will constitute acceptance of the modified terms. You are responsible for periodically checking and reviewing any such modifications that are posted on this Site.

12. How to Contact IMPACT AUTO AUCTIONS.

We are located at: IMPACT AUTO AUCTIONS Auto Auctions Limited, 535 Wentworth Street W, Oshawa, ON, L1J 6G5

You can also reach us at: English 289-374-3919; French 450-452-4043 ext:241 and buyerservices@impactauto.ca

13. Entire Agreement and Conflict.

The Auction Policies and Arbitration Rules that govern our auctions, the Terms of Use which govern your use of this Site together with these Terms of Online Registration constitute the entire agreement between you and IMPACT AUTO AUCTIONS with respect to your use of, and registration and bidding on, this Site and supersede any prior

or contemporaneous communications, representations, or agreements, whether oral or written, between you and IMPACT AUTO AUCTIONS with respect to such subject matter. In the event of any conflict between these Terms of Online Registration and the Terms of Use, the wording of these Terms of Online Registration shall prevail. In the event of any conflict between these Terms of Online Registration and the Auction Policies and Arbitration Rules, the Auction Policies and Arbitration Rules shall prevail. Sections 4, 5, 7, 8, 9, 10, 11, 12, 13, 16 and 17 shall survive the cancellation of your account.