

TERMS OF USE

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You agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy, mine, extract, screen scrape or use the Service, or any portion thereof (including information regarding vehicles offered at auction or the results of any auction). You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Service.

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Denial of Access

IMPACT AUTO AUCTIONS may prohibit you from using or accessing the Service or any content or features available thereon or the Service Content for any or no reason, at any time, in its sole discretion, without notice to you.

Governing Law

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 will govern these Terms of Use and any claim or dispute arising out of or relating to these Terms of Use, 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.

Miscellaneous

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If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, the [Terms of Online Registration](#) and the [Auction Policies and Arbitration Rules](#) if you set up an account, and other terms and conditions within the Service, set forth the entire understanding between you and IMPACT AUTO AUCTIONS with respect to the use of the Service 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. For the purposes of clarify, nothing in these Terms of Use shall control, limit or override any [Auction Policies and Arbitration Rules](#) or terms and conditions that apply if you are a Registered IMPACT AUTO AUCTIONS Buyer.

Any notices or acknowledgements that are specified in these Terms of Use 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.

Contact

If you have any questions relating to these Terms of Use, the Service or IMPACT AUTO AUCTIONS, please contact: [Buyer Services](#).

Language

The parties have expressly requested that these Terms 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.

Survival

Any provision of these Terms of Use that by their nature survive termination of your right to use the Service will survive such termination, including without limitation: Ownership of Content, Copyrights and Trademarks, Links to Third Party Sites or Services; Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Miscellaneous and Language.

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- An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
- A description of the intellectual property right that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Service;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.

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Intellectual Property Agent

Please note that this procedure is exclusively for notifying IMPACT AUTO AUCTIONS that your intellectual property rights have been infringed. Please be advised that IMPACT AUTO AUCTIONS enforces a policy that provides for the termination in appropriate circumstances of users who are repeat infringers.