



Terms of Sale

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

These Terms of Sale apply to your purchase of classified ad listings ("Private Seller Ad(s)") on Auto Emporium.com (the "Website") and Auto Emporium Magazine (the "Print Ad") that are offered through Auto Emporium's Sell Your Car service ("Service"). By placing an order for any Private Seller Ads appearing through the Service, you accept and are bound by the terms and conditions in these Terms of Sale. Additionally, you agree to our Visitor Agreement and Privacy Statement, each of which are incorporated herein by reference. If you do not wish to be bound by these terms and conditions, you should not place an order for a Private Seller Ad through this Service.

1. General Rules

A. Private Seller Ads are available only to private sellers who want to list their personally owned vehicle(s) for sale. Auto Emporium and its affiliates reserve the right (but assume no obligation) to delete, move, or edit, without refund, any Private Seller Ads that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons.

B. You may not list more than five (5) vehicles annually through the Service. Individuals who seek to list more than five (5) vehicles on the Website, as well as all dealers, brokers, businesses or persons otherwise engaged in the commercial sale of vehicles or offering vehicles for sale as a paid service to a seller or title holder, must make other arrangements with us and our affiliates to place such commercial ads. To find out more about dealer listings and advertising opportunities on Auto Emporium and/or our affiliated products and services, please visit our Auto Emporium Dealer page.

C. By using the Service, you represent that (1) you are at least eighteen (18) years old, (2) you are not a motor vehicle dealer, broker, business or person otherwise engaged in the commercial sale of vehicles, (3) you are not offering vehicles for sale as a paid service to a seller or title holder of a vehicle, and that you are not listing a vehicle for sale in your capacity as an employee or representative of a dealer, broker, business or person otherwise engaged in the commercial sale of vehicles, (4) you are not acting as a broker or agent for a private seller that placed a Private Seller Ad through the Service, and (5) neither you nor anyone acting on your behalf will list more than five (5) vehicles for sale simultaneously through the Service.

D. Auto Emporium and its affiliates reserve the right to deny use of their respective products and services, which includes the Website, to anyone who does not comply with these Terms of Sale or who otherwise use such online and/or offline products or services, including the Website, in a manner we consider inappropriate.

E. Used car listings on the Website include vehicles that have been "certified" as meeting certain standards established by manufacturers and/or dealers in connection with their pre-owned vehicle programs. Ads purchased by private sellers through the Service are not eligible for, and will not appear in, any "certified" area of the Website or any similar area within our affiliated products and services. Only vehicles certified by the automobile manufacturers and/or dealers with which we have partnerships may be labeled as "Certified" on the Website or in Print.

2. Using the Sell Your Car Service

A. When you offer a vehicle for sale through the Service, you must be prepared to sell that vehicle at the price at which, and the terms on which, you've listed it. You must have possession of the actual vehicle listed and the ability to transfer title.

B. To list a vehicle for sale through the Service, you are required to provide certain identifying and contact

information. The information in your Private Seller Ad must accurately identify you and the method of contact must permit buyers to communicate directly with you. You may not include in your Private Seller Ad the name, telephone number or email address of any agent, broker or dealer.

C. You may not charge any potential buyer for information about any vehicle listed for sale on Auto Emporium, nor may you use the Website to promote, without our prior written permission, any other website, product or service. Any rights and obligations you maintain under these Terms of Sale to access and use the Service are personal to you. Consequently, you may not assign or delegate any such rights or obligations to any third party, which includes agents, brokers or dealers.

D. Ad(s) placed through the Service may not be used to advertise more than one (1) vehicle per Private Seller Ad purchased, regardless of the type of advertising package you select or the duration of its publication. For this reason, you may not edit your vehicle's Year, Make, Model and VIN once you purchase your Private Seller Ad. Always double-check this information before submitting your Private Seller Ad. If you believe you made an error while submitting your vehicle's Year, Make, Model or VIN, you must promptly contact Auto Emporium customer support at 1-541-727-1615 (Monday - Friday, 8 a.m. - 5 p.m. and Saturday 10 a.m. - 3 p.m. PST).

E. Responsibility for the information contained in your Private Seller Ad lies with you, the seller. You alone are responsible for material you post online, and for the content of all messages transmitted through the Service.

3. Quality Assurance

A. Though we can't monitor every transaction that originates on or takes place through the Service, we may perform random quality assurance tests to confirm that sellers who offer vehicles for sale through the Service are prepared to sell the vehicles they advertise at the prices at which, and the terms on which, they advertise them.

B. Photos submitted as part of any Private Seller Ad placed through the Service must correspond to the actual vehicle being offering for sale. As part of our random quality assurance tests, if we encounter a photo that we believe does not accurately represent the actual vehicle you are offering for sale through the Service, we maintain the right to immediately remove such photo(s) and/or your corresponding Private Seller Ad. If you believe your photo(s) and/or your corresponding Private Seller Ad was removed in error, you may contact one of our customer service representatives by calling 1-541-727-1615 (Monday - Friday, 8 a.m. - 5 p.m. and Saturday 10 a.m. - 3 p.m. PST). Or emailing autoemporiummagazine@gmail.com.

C. By using the Service, you agree to cooperate with these random quality assurance tests. If our tests reveal, or we otherwise learn, that you are engaging in "bait and switch" or other unfair or deceptive practices, Auto Emporium and/or its affiliates reserve the right to deny you use of the Service.

D. In connection with our efforts to combat fraud, some Private Seller Ads may be screened before being posted publicly. This process may delay display of your Private Seller Ad for up to 7 business days from the time you submit your Private Seller Ad. If your Private Seller Ad does not appear in Auto Emporium within one week of posting, you should contact one of our customer service representatives by calling 1-541-727-1615 (Monday - Friday, 8 a.m. - 5 p.m. and Saturday 10 a.m. - 3 p.m. PST). Or emailing autoemporiummagazine@gmail.com. As part of our effort to combat fraud, we may also screen any messages sent to sellers through the inquiry form in the Service.

E. Although Auto Emporium cannot monitor all the Private Seller Ads processed through the Service, we reserve the right (but assume no obligation) to delete, move, or edit, without refund, any ads, postings or other electronic communications that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons.

F. By placing Private Seller Ads through the Service, you agree not to post or transmit any defamatory, abusive, obscene, threatening, misleading, or illegal material, or any other material that infringes on the rights of others or interferes with the ability of others to enjoy Auto Emporium or our affiliated products and services. Auto Emporium and our affiliates retain the right to deny access to anyone who we believe has violated these Terms of Sale, our Visitor Agreement, and/or our Privacy Statement.

G. Except as otherwise provided under these Terms of Sale, Auto Emporium and our affiliates will not, in the ordinary course of business, review the content of private electronic messages that are not addressed to Auto Emporium or any of our affiliates. However, Auto Emporium and our affiliates may occasionally release information concerning such communications when release is appropriate to comply with law (including disclosure

in response to a request from a law enforcement agency), to enforce these Terms of Sale or to protect the rights, property or safety of visitors to the Website, our advertisers, our affiliates, the public or Auto Emporium.

4. Fees, Payments and Refunds

A. By placing a Private Seller Ad through the Service, you agree to pay all fees and charges incurred at the rates in effect for the billing period covering the advertising package(s) you obtain, regardless of whether your vehicle sells as a result of the ad package(s) you purchase, subject to Section 4E(3) below. All fees and charges will be applied against the form of payment you provide as part of the ad selection process and you agree to pay such fees and charges. You also agree to pay any applicable taxes relating to your use of the Service. At its sole discretion, Auto Emporium reserves the right at any time to offer the Service at a discount or to provide premiums and promotions as incentives, up to and including free Sell Your Car services.

B. Should Auto Emporium offer Private Seller Ads at no charge on the Website and/or via our call center(s), we may, at our sole discretion, offer these Private Seller Ads statewide, in a limited number of markets, to a limited number of advertisers, or for a limited period of time.

C. When you list a car for sale using any free advertising service that we may offer, you will be asked for information on the car you are selling and on how you can be contacted by potential buyers. We may also ask you for other personally identifying information for security purposes. We may use this information to contact you about your Private Seller Ad, or for marketing and other promotional purposes, including offers of additional paid ad services.

D. You must use care when selecting your ad package and inputting information for your Private Seller Ad; Private Seller Ad fees are generally not refundable except as set forth in Section 4F below, even if you provide erroneous information or fail to sell your vehicle. Auto Emporium will reasonably assist you to correct certain mistakes made by you in placing your Private Seller Ad (for example, Year, Make, Model, or VIN). To make such corrections to your Private Seller Ad, please contact Auto Emporium at 1-541-727-1615 (Monday - Friday, 8 a.m. – 5 p.m. and Saturday 10 a.m. - 3 p.m. PST). Or emailing autoemporiummagazine@gmail.com. Except as provided for in Section 4F, Auto Emporium and its affiliates will not provide any refund for any reason if Auto Emporium or one of its affiliates receives the request for refund after your Private Seller Ad is published in the Magazine.

E. Auto Emporium will provide you a refund or credit only for the reasons identified in Subsection 4F(1) through 4F(3), below:

1. You may be entitled to a refund or credit if your Private Seller Ad has not been posted within the first 2 issues from the time you submit your Private Seller Ad. In that case, you must immediately contact Auto Emporium customer service at 1-541-727-1615 (Monday - Friday, 8 a.m. – 5 p.m. and Saturday 10 a.m. - 3 p.m. PST) to request a refund or credit. You may not request, and we will not issue, a cancellation and refund or credit due to non-publication of your Private Seller Ad within 10 business days, starting from the time we accept your order for a Private Seller Ad, which includes the time you take to post your vehicle's photo within the Service. You agree that Auto Emporium will have at least 10 business days to fully process your entire Private Seller Ad through the Service, which includes clearing your Private Seller Ad through the Service's anti-fraud filters.

2. You may be entitled to a refund or credit if you mistakenly order and pay for duplicate Private Seller Ads through the Service and seek to cancel and obtain a refund or credit on the duplicate Private Seller Ad only. You are not entitled and we cannot provide you a refund or credit on the original Private Seller Ad.

F. Auto Emporium and its affiliates will not provide a refund or credit for any Private Seller Ad for any reason other than as described in Subsection 4F above, even if you contact us within 10 business days from the time we accept your order for a Private Seller Ad. For example, we cannot provide you a refund or credit if you change your mind about publishing your Private Seller Ad, its content or any enhancements you purchased in relation to your Private Seller Ad selection. You may incur an added charge if you wish to order enhancements ("Enhancements") to your initial order for your Private Seller Ad.. You are not entitled to a refund or credit if you wish to change to a less expensive ad package. We cannot provide you a refund or credit if you made mistakes while submitting your Private Seller Ad information or if you fail to receive any inquiries or offers to purchase your vehicle through the use of the Service. No refund or credit will be issued if you sold your vehicle through other means, except as provided for in Section 4F.

G. Except as provided under Subsection 4F, while Auto Emporium and its affiliates will not provide you a refund or credit in cases where we have made mistakes in the connection with the publication of your Private Seller Ad(s), Auto Emporium will use reasonable efforts to correct any mistakes we might have made in placing your Private Seller Ad (i.e.: ads we reasonably determine are duplicative, or contain erroneous information); provided, that you contact Auto Emporium customer support within the first 72 hours from the time we accept your order for a Private Seller Ad.

5. Disclaimer of Warranties, Limitation of Liability, and Indemnification

A. IF YOU RELY ON THE WEBSITE OR ANY INFORMATION, PRODUCT OR SERVICE AVAILABLE THROUGH THE WEBSITE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON OR PROMOTED OVER THE WEBSITE AND/OR THROUGH AFFILIATED PRODUCTS OR SERVICES. THE WEBSITE AND ANY AFFILIATED PRODUCTS AND SERVICES ARE PROVIDED TO YOU "AS IS." AUTO EMPORIUM AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE WEBSITE OR ANY AFFILIATED PRODUCT OR SERVICE (OR ANY INFORMATION, GOODS OR SERVICES THAT ARE REFERRED TO, ADVERTISED OR PROMOTED ON, OR SOLD THROUGH THE WEBSITE), NOR DO WE OR THEY GUARANTEE THAT THE WEBSITE AND/OR ANY AFFILIATED PRODUCT OR SERVICE WILL BE ERROR FREE OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

B. UNDER NO CIRCUMSTANCES WILL AUTO EMPORIUM OR ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, ARISING OUT OF YOUR USE OF THE WEBSITE OR ANY AFFILIATED PRODUCT OR SERVICE ASSOCIATED WITH OR OTHERWISE LINKED TO OR FROM THE WEBSITE, OR ADVERTISED OR PROMOTED ON THE WEBSITE, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA), EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF AUTO EMPORIUM AND ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM ARISING OUT OF OR OTHERWISE RELATED TO THE WEBSITE, THE SERVICE, AND/OR ANY AFFILIATED PRODUCTS OR SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, FOR THE USE OF THE WEBSITE OR THE USE OF THE SERVICE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

C. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS AUTO EMPORIUM, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, OWNERS, REPRESENTATIVES, AND LICENSEES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF ANY PRIVATE SELLER AD YOU PLACE OR ATTEMPT TO PLACE THROUGH THE SERVICE.

9. Miscellaneous

A. These Terms of Sale are made in, and will be construed in accordance with the laws of, the State of Oregon, without regard to its choice of laws rules. By using the Service, you consent to the exclusive jurisdiction and venue of the state and federal courts in Jackson County, Oregon for all disputes arising out of or relating to these Terms of Sale or the use of the Service.

B. These Terms of Sale, together with the Auto Emporium Visitor Agreement and Privacy Statement, contains the entire agreement and understanding between you and Auto Emporium regarding the subject matter hereof, and supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. Auto Emporium reserves the right to modify these Terms of Sale from time to time and will post any such changes on the Website. Your use of the Service after Auto Emporium has posted such modifications to these Terms of Sale on the Website will constitute your assent to any such modifications.