

THREE RIVERS FCU BUYER TERMS AND CONDITIONS

The following describes the terms of which Three Rivers Federal Credit Union ("TRFCU") offers vehicles for sale through auction bids.

As a bidder ("Buyer") using the TRFCU website, you agree to be bound by the following Buyer Terms and Conditions ("Agreement"). TRFCU reserves the right to amend the Agreement at any time without prior notice to you. If you do not agree to be bound by the terms and conditions of this Agreement, your bid on vehicles listed for auction on the TRFCU website will not be accepted.

Bidding Overview: There is one (1) way to bid on vehicles offered for sale on the TRFCU website: Buyers may access TRFCU's website at www.3riversfcu.org to view available automobiles selected for auction and submit bids electronically, in real time over the Internet, to compete for the highest bid among all potential, qualified buyers.

You must read, agree with and accept all of the terms and conditions contained in this Agreement before you may bid. We strongly recommend you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as Buyer. Please note: underlined words and phrases are links to these pages and websites.

1. **Eligibility.** As a Buyer, you must be 18 years of age and capable of forming legally binding contracts under applicable law. In addition, applicable federal, state, and local laws, regulations and restrictions may further limit bidding eligibility. TRFCU reserves the right to deny bidding privileges to any individual or entity, in its sole and absolute discretion.
2. **Bidding/Registration.** There is no registration required to bid. However, you must complete the on-line bid form to submit your bid.
3. **Bids Entry.** Once a bid has been submitted, it cannot be retracted, deleted, or cancelled. By bidding on a vehicle, you agree to be bound by the conditions of this Agreement.
4. **Tie Bid Policy.** In the case of a tie among high-bidders, TRFCU membership will be used to decide the outcome. If one of the Buyers is a TRFCU member, while the others are not, the Buyer who is a TRFCU member will be declared the high-bidder. In the event that more than one of the Buyers are members of TRFCU, length of membership will be used to determine the outcome; with the member possessing the longest TRFCU membership tenure being declared the high-bidder.
5. **Dealer/Non-Dealer Business Relisting Fees.** Successful high bidders who fail to pay for a vehicle within the specified time allotted, agree that TRFCU may cancel the sale and relist the vehicle for sale on the TRFCU website. In such case, the defaulting high bidder shall pay to TRFCU a "Relist Fee" equal to the greater of: A) \$200.00, B) 10% of defaulting high bidder's bid, or C) the difference between the defaulting high bidder's original high bid and the subsequent successful high bid realized upon the relisting and

resale of the vehicle. In addition, the defaulting high bidder agrees to pay any collection costs, including court costs and reasonable attorney's fees arising from the Buyer's failure to pay for a vehicle. Buyers causing an excessive number of vehicles to be relisted are subject to suspension or revocation of their bidding privileges.

6. **Terms of Sale.** THE VEHICLES AVAILABLE FOR BID ON THE TRFCU WEBSITE ARE OFFERED IN "AS IS" CONDITION. TRFCU EXPRESSLY DISCLAIMS ALL VEHICLE WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Payment in full, or arrangements (between Buyer and TRFCU) to make payment in full must be completed within 48 hours of auction end date/time. No returns. No counter bids.

7. **Payment.** TRFCU will contact you following the close of the auction. Payment instructions are specified in the "Terms of Sale" section of this agreement.
8. **Sales Tax Indemnification.** You are responsible for paying all sales tax related issues that may arise. As a Buyer, you agree to indemnify, defend, and hold TRFCU harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorney fees, incurred as a result of a determination by taxing authorities that the transaction was subject to the payment of sales or excise tax.
9. **Currency Denominations.** Unless otherwise stated, all fees are quoted in U.S. Dollars.
10. **Pricing.** Pricing and availability of TRFCU services are subject to change at any time.
11. **Privacy.** TRFCU views protection of privacy as a very important issue. The Privacy Policy of TRFCU is available at <http://www.3riversfcu.org/infodesk/privacy1.html>, and the TRFCU On-Line Privacy Policy is available at <http://www.3riversfcu.org/infodesk/privacy2.html>. If you object to any portion of these policies, please do not use our services.
12. **Compliance.** You shall comply with all laws, statutes, ordinances and regulations regarding the use of TRFCU services.
13. **Sale Cancellation.** TRFCU may, in its sole and absolute discretion and with or without notice, postpone or cancel a sale or withdraw an item from a sale. TRFCU will neither have liability nor obligation to Buyers as a result of any item withdrawal, or sale cancellation or postponement.
14. **TRFCU Proprietary Rights.** Buyer acknowledges and agrees that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual

property and other laws. Buyer further acknowledges and agrees that content presented through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by TRFCU, Buyer agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

15. Bidding Revocation. TRFCU reserves the right, in TRFCU's sole and absolute discretion and for any reason to limit Buyer activity, remove Buyer bids, suspend or revoke the membership of a Buyer, or refuse to provide our services to a Buyer.

16. Disclaimer of Warranties. BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT: USE OF THE SERVICE IS AT THE BUYER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRFCU EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

TRFCU MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET BUYER REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE OR CURRENT (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE SERVICE WILL MEET ANY EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT BUYER'S OWN RISK AND BUYER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY BUYER FROM TRFCU, OR THROUGH OR FROM THE SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN HEREIN.

NEITHER TRFCU NOR ANY INTERNET ACCESS PROVIDERS ARE RESPONSIBLE FOR INCORRECT OR INACCURATE ENTRY OF INFORMATION, HUMAN ERROR, TECHNICAL MALFUNCTIONS, LOST/DELAYED DATA TRANSMISSION, OMISSION, INTERRUPTION, DELETION, DEFECT, FAILURES OF ANY TELEPHONE NETWORK, COMPUTER EQUIPMENT, SOFTWARE OF ANY COMBINATION THEREOF, OR INABILITY TO ACCESS THE TRFCU WEB SITE.

17. Limitation of Liability. BUYER RELIES ON THIS SERVICE OR ANY MATERIAL AVAILABLE THROUGH THIS SERVICE AT THEIR OWN RISK. BUYER UNDERSTANDS THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION,

PRODUCTS, AND SERVICES PROVIDED AT THIS SITE.

BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT TRFCU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, LOSS OF BUSINESS, OR OTHER INTANGIBLE LOSSES (EVEN IF TRFCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF BUYER TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

18. **Indemnity.** Buyer agrees to indemnify and hold TRFCU, its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of a Buyer's breach of this Agreement or the documents it incorporates by reference, or a Buyer's violation of any law or the rights of a third party.
19. **Legal Compliance.** Buyer shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding use of our service and purchase or solicitation of offers to purchase vehicles.
20. **No Agency.** TRFCU and Buyer are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
21. **Electronic Signatures and Contracts.** BUYER ACKNOWLEDGES AND AGREES THAT ANY ELECTRONIC SUBMISSIONS SENT UNDER THEIR BUYER ACCOUNT CONSTITUTE BUYER'S AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES.
22. **Governing Law, Waiver, Unenforceability, Limitation on Claims.** The Agreement and the relationship between TRFCU and Buyer shall be governed by the laws of the state of Indiana without regard to its conflict of law provisions. TRFCU and Buyer agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Allen, in the state of Indiana. The failure of TRFCU to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent

jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect. Buyer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the TRFCU services or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Note: Where permitted by state law, sellers may bid on their own vehicles.