

ADESA ASSURANCE® – TERMS & CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”), as set forth herein and which may be amended from time to time, shall govern the relationship and become a part of any and all transactions undertaken between the persons or entities, including yourself, your dealership, your company and your representatives (collectively, “**Customer**”), using the ADESA ASSURANCE product (the “**Product**”) offered by ADESA Auctions Canada Corporation on behalf of itself and ADESA Montreal Corporation, ADESA Quebec Corporation, OPENLANE Canada Inc. and Nth Gen Software Inc. (collectively, “**ADESA**”). By signing or clicking acceptance of these Terms and Conditions, or by otherwise purchasing or using the Product, you as the Customer acknowledge and agree to these Terms and Conditions and that you have full authority to bind to these Terms and Conditions any dealership, business or other entity for whom you may be acting as a representative or agent.

1. Product Eligibility and Benefits.

- (a) ADESA, in its sole discretion, will determine eligibility for purchase of the Product. Customer will receive written confirmation when eligibility has been confirmed and the Product purchase has been accepted. ADESA reserves the right, in its sole discretion, to refuse to offer or make the Product available to any dealer or person, including without limitation, any dealer or person not in good standing with any ADESA auction or with outstanding payables to ADESA or its affiliates, or to decline or reject a request to purchase the Product in connection with any vehicle purchase or sale transaction. ADESA reserves the right to reject any Product claims that violate these Terms and Conditions, including without limitation, Customer’s Warranties and Obligations under Section 4 below.
- (b) With the exception of those vehicles listed in Section 2 below, the Product may apply to all vehicles purchased by Customer at (i) a Canadian ADESA physical auction, either in-lane or via online simulcast that received a “Pass” with respect to all mechanical drivetrain and structural components during a post-sale inspection (or, if the vehicle was purchased under a Red Light, a “Pass” with respect to structural components only) or (ii) on the TradeRev digital auction platform in Canada (collectively, “**Eligible Vehicles**”). For clarity, the Product can only be purchased in advance and cannot be added or removed with respect to an Eligible Vehicle after confirmation of purchase.
- (c) Subject to these Terms and Conditions, upon purchase and payment of any fees related to the Product, ADESA or an affiliate will agree to buy back the applicable vehicle or refund to Customer the purchase price, provided that such buy back or refund shall not exceed the sum of (i) the purchase price of the vehicle, provided that such amount shall not exceed one hundred four percent (104%) of the wholesale value of the vehicle at time of sale as reflected in the ADESA Market Guide at time of sale (adjusted for mileage and condition and any damages identified in a condition report, post-sale inspection, announcements, disclosures or through any similar means, as reasonably estimated by ADESA in its discretion); (ii) the buy fee and vehicle history report fee paid by Customer; and (iii) up to a maximum of two hundred and fifty dollars (\$250) of the transportation fees and charges

paid by Customer, solely if such transportation was ordered through ADESA (collectively, the “**Return Benefit**”). For clarity, the Return Benefit shall not include any Fees paid for the Product.

- (d) Customer shall only be eligible to receive the Return Benefit in the event the following requirements are met (collectively, “**Benefit Requirements**”):
- (i) Customer emails a claim request to AssuranceClaims@ADESA.com, calls 1-833-322-9578 (or another ADESA designated claims number), or logs into ADESA.com under “Purchases” and selects the “Submit Claim” button on the appropriate vehicle sale transaction within thirty (30) calendar days from the date of purchase, with the date of purchase being day 0. For example, if the Eligible Vehicle was purchased on April 1, Customer must make a claim by 11:59 pm on May 1st. On the TradeRev digital auction platform, the date on which the Eligible Vehicle is marked “Arrived” date is the date of purchase; provided, however, Eligible Vehicle must have an expected date of no more than 30 days from the “Won” date;
 - (ii) the Eligible Vehicle is returned to the ADESA auction location directed by ADESA, within twenty-four (24) hours of filing the claim, unless otherwise agreed by ADESA;
 - (iii) the Eligible Vehicle is in the same or better condition as the condition at the time of purchase by Customer (subject to additional mileage of up to 400 kilometers from the Odometer Statement at time of purchase if transported or 650 kilometers if driven from auction after purchase);
 - (iv) the Eligible Vehicle has not been sold or transferred to a third party at any time after the purchase date;
 - (v) the Eligible Vehicle has not been exported outside of Canada after purchase;
 - (vi) the Eligible Vehicle must not qualify for valid arbitration under the National Auto Auction Association (NAAA) Arbitration Policies, the ADESA auction policies or the TradeRev terms and conditions, as applicable. Vehicles that are eligible for arbitration will be handled through the standard arbitration process;
 - (vii) Customer has paid all applicable fees associated with the purchase of the Eligible Vehicle and the related Product; and
 - (viii) Customer delivers to ADESA the Eligible Vehicle’s ownership in the name of Customer (unless Eligible Vehicle is an Alberta or Saskatchewan vehicle), bill of sale, bill of lading, power of attorney (if ownership transfer is required) and Vehicle Return Authorization Form (provided to Customer by ADESA upon initiation of claim).
- (e) Unless otherwise agreed by ADESA, Customer must meet all of the Benefit Requirements within five (5) business days from the date the claim is initiated in order to be eligible to receive the Return Benefit.

- (f) The amount to be paid to Customer as part of the Return Benefit shall be mailed to Customer within five (5) to seven (7) business days after satisfaction of all of the Benefit Requirements (subject to any set-off or other similar right under these Terms and Conditions).
- (g) The Product is subscription-based and can only be purchased in advance and cannot be added or removed with respect to an Eligible Vehicle after confirmation of purchase.
- (h) Customer may terminate the Product subscription at any time upon written notice via email to AssuranceSupport@ADESA.com. ADESA will have sole discretion to determine whether Customer will be permitted to purchase the Product at a later date after termination, but in no event shall Customer be permitted to initiate the Product subscription more than two (2) times in any twelve (12) month period.

2. Ineligible Vehicles

- (a) Unless otherwise agreed to by ADESA, the Product is not available and may not be purchased for:
 - (i) vehicles with an odometer reading of more than 250,000 kilometers;
 - (ii) vehicles with a purchase price exceeding \$100,000 Canadian Dollars;
 - (iii) vehicles twenty-one (21) model years and older;
 - (iv) vehicles sold in any in-op or salvage sale;
 - (v) vehicles with a re-built title or any branding including but not limited to total loss, flood, salvage or TKU (“true kilometers (miles) unknown” or “not actual kilometers (miles)” or for which the true odometer reading is unknown) or previously stolen vehicles;
 - (vi) Specialty inventory including but not limited to commercial vehicles, off-road vehicles, ATVs, buses, farm and construction equipment, forklifts, heavy-duty trucks, medium duty trucks, marine, motorcycles, power sports, recreational vehicles, snowmobiles and trailers;
 - (vii) Heavy-duty vehicles with a weight greater than 6,350 kilograms as determined by the Gross Vehicle Weight Rating (GVWR) established by Transport Canada;
 - (viii) vehicles that have been up-fitted for specialty purposes by non-OEM providers, including, for example: bucket trucks, tow trucks, stake-bed trucks, dump trucks, refrigerated trucks, shuttle vans, school vans, etc.;
 - (ix) kit vehicles, homemade vehicles and other modified vehicles;
 - (x) hand-built or exotic vehicles (including, for example, Audi R8, Aston Martin, Bentley, Bugatti, Dodge Viper, Ferrari, LaForza, Lamborghini, Lotus, Maserati, Maybach, McLaren, Panoz, H1 Hummer and Rolls Royce);

- (xi) vehicles subject to or previously subject to a manufacturer buyback under the Canadian Motor Vehicle Arbitration Plan, or under the laws of any jurisdiction, including but not limited to U.S. “lemon laws”; and
 - (xii) vehicles sold without good title; and
 - (xiii) vehicles sold at Private-Label Sales, unless otherwise indicated on the relevant site.
- (b) ADESA reserves the right to impose additional vehicle or transaction eligibility requirements from time to time, in its sole discretion.

3. Vehicle Condition: Disputes

- (a) If ADESA reasonably determines that the condition of the Eligible Vehicle is not the same or better than the condition at the time of purchase by Customer (including any missing or replaced parts or accessories, but subject to the permitted additional mileage as set forth above), ADESA, in its discretion, may:
- (i) refuse to repurchase or accept the return of the Eligible Vehicle;
 - (ii) or, if the Return Benefit has already been provided to Customer when the discrepancy in condition is discovered, then ADESA reserves the right, at its election, to either (1) unwind such repurchase or refund transaction and charge Customer’s account for the full repurchase or refund amount, in which case Customer shall be responsible for paying such amount and, if applicable, repurchasing the Eligible Vehicle, in each case in accordance with ADESA’s normal payment policies, or (2) proceed to resell such Eligible Vehicle in whatever manner ADESA deems appropriate (or proceed to resell such Eligible Vehicle on Customer’s behalf in whatever manner it deems appropriate). In no event shall the acceptance by ADESA of any Eligible Vehicle returned to ADESA under the Program be construed as an acceptance of any Eligible Vehicle with any damage or other defect, or as a waiver by ADESA of any rights or remedies that it may have with respect to any damage or other condition issue affecting such Eligible Vehicle.
 - (iii) In the event of any unwind of a repurchase or refund transaction pursuant to clause (ii) (1) above, ADESA shall relinquish the applicable Eligible Vehicle (and transfer title and ownership thereto) to Customer upon receipt of payment in full from Customer for such Eligible Vehicle. In the event of any resale pursuant to clause (ii) (2) above, ADESA shall have the right to invoice Customer for the difference (if any) between the repurchase price or refund amount paid by ADESA to Customer for such Eligible Vehicle, and the net proceeds received by ADESA from the resale of such Eligible Vehicle. For purposes of clarity, Customer acknowledges and agrees that Customer shall be exclusively responsible for any issue with respect to the changed condition of an Eligible Vehicle being returned to ADESA, regardless of whether such issue relates to damage caused by Customer, any third party or an act of God (including any hail damage or any other weather-related damage to an Eligible

Vehicle, or any other damage that may have been caused by forces outside of Customer's control). ADESA's determination of the condition of any Eligible Vehicle shall be final and binding on the parties.

- (b) Customer acknowledges and agrees that in the event of any dispute or disagreement with respect to the Product or any Eligible Vehicle, the refund of the purchase price for the Product to Customer shall be Customer's sole and exclusive remedy.
- (c) Without limiting any other terms herein, in the event any valid arbitration issue arises under the NAAA Arbitration Policies, ADESA auction policies or TradeRev terms and conditions, as applicable, after a Return Benefit has been provided to Customer, Customer hereby assigns to ADESA all of its rights to arbitrate any issues related to the Eligible Vehicle for the benefit of ADESA.

4. Customer Warranties and Obligations

- (a) Customer will process the necessary paperwork to obtain clear title to the Eligible Vehicle and assign it to ADESA or its designee prior to return of the Eligible Vehicle to ADESA. Customer will also cooperate in providing any other paperwork or signatures reasonably requested by ADESA to process a returned Eligible Vehicle and/or reimbursement request.
- (b) Customer represents and warrants that (i) each Eligible Vehicle sold to ADESA under these Terms and Conditions has clear title and is free and clear of any judgments, liens or citations, and (ii) the odometer reading on any Eligible Vehicle and the odometer statement related to such Eligible Vehicle are true and accurate in all respects.
- (c) Customer further represents and warrants that the Product is being purchased by Customer as part of a bona fide and valid arm's length vehicle transaction, that the vehicle transaction involved competitive bidding, that Customer is not purchasing the Eligible Vehicle (for which the Product is being purchased) in collusion with any other person or entity, including, without limitation the seller or any subsequent buyer of the Eligible Vehicle, and that there is no crossover representation among parties to the vehicle transaction (i.e. an affiliated buyer and seller, a dual agent, etc.). Without limiting the foregoing, Customer represents and warrants that neither it, nor to its knowledge any other person or entity, has engaged in any kind of fraudulent, wrongful or improper conduct with respect to the Eligible Vehicle or the Product, including, by way of example and not limitation, bidding on the Eligible Vehicle in order to artificially inflate the sale price for such Eligible Vehicle. Customer acknowledges that any fraud or collusion on the part of Customer (or any buyer of an Eligible Vehicle or any other third party) is subject to criminal prosecution, and ADESA or its affiliates may report such activities to law enforcement.
- (d) Customer hereby authorizes ADESA to execute documents and take such other actions as necessary to evidence and perfect ADESA's title in any Eligible Vehicle that may be repurchased or otherwise remarketed by ADESA, and Customer hereby agrees that ADESA and its affiliates will be held harmless from any and all causes of action associated therewith.
- (e) Customer acknowledges and agrees that neither it nor its affiliates shall be permitted to

purchase any Eligible Vehicle back from ADESA or any of its affiliates within the ninety (90) day period immediately following the date of ADESA's repurchase of such Eligible Vehicle, or the date on which ADESA remitted to Customer the applicable refund for such Eligible Vehicle (as the case may be), unless it pays to ADESA or its affiliate, as applicable, the full amount of the repurchase price or refund paid by ADESA or its affiliate for such Eligible Vehicle. In the event that Customer purchases any such Eligible Vehicle within the ninety (90) day period described above for less than the repurchase price or refund amount previously paid to Customer by ADESA with respect to such Eligible Vehicle, then ADESA shall have the right to require that Customer pay to ADESA the difference between the purchase price paid by Customer for such Eligible Vehicle and the repurchase price or refund amount previously paid to Customer by ADESA with respect to such Eligible Vehicle.

- (f) Customer shall comply with all applicable federal, provincial and local laws, rules and regulations relating in any way to vehicle purchases.
- (g) Customer acknowledges and agrees that any user name or password provided to or created by Customer for use in connection with the Products and the purchase thereof by Customer may not be shared with any third party without the prior written authorization of ADESA. Notwithstanding the foregoing, Customer is solely responsible for and liable for any and all activity occurring on Customer's accounts, and the payment of all Fees owed for Products purchased through such accounts.
- (h) Notwithstanding anything to the contrary set forth herein, Customer hereby acknowledges and agrees that if ADESA or its affiliate knows or reasonably believes that Customer has breached any of the foregoing representations, warranties or covenants, ADESA and its affiliates may refuse to provide the Return Benefit for any Eligible Vehicle, and may pursue any other remedies available at law or in equity, under these Terms and Conditions or otherwise. Customer further acknowledges and agrees that such remedies shall include, without limitation, (i) the right to deny Customer access to ADESA auctions and other sales channels operated by ADESA and other affiliates of ADESA; (ii) the right to prohibit Customer and its affiliates from purchasing or benefiting from any Product; and (iii) the right to set off any amounts owed to Customer or its affiliates as provided for herein.

5. **Fees: Payment**

- (a) Customer will pay ADESA the applicable subscription fees for the Product ("Fees"). The Fees will either be added to the total purchase price of the Eligible Vehicle at the time of purchase or separately invoiced. Customer shall pay the Fees in accordance with the ADESA auction policies or the TradeRev terms and conditions, as applicable. Customer acknowledges and agrees that the Fees charged to Customer may be re-calibrated and adjusted periodically based on Customer's return ratio, costs to ADESA, and other factors in ADESA's discretion. In addition to the ADESA ASSURANCE base price, Customer will be responsible for an additional \$10 for every \$10,000 when the purchase price exceeds \$40,000.
- (b) In the event ADESA inadvertently fails to charge the relevant Fee with respect to an Eligible Vehicle, ADESA reserves the right to later charge such Fee, and such Fee may be deducted from any refund amount owing to Customer as part of the Return Benefit.

- (c) In the event ADESA inadvertently charges a Fee with respect to a vehicle which is not an Eligible Vehicle under these Terms and Conditions, ADESA shall promptly refund such Fee upon discovery of the error, but shall in no event be required to provide the Product or any Return Benefit in connection with such vehicle.
- (d) ADESA also reserves the right, in its sole discretion, to charge an excess return fee of 10% of the purchase price of each Eligible Vehicle (not to exceed \$1,500) returned by a Customer operating under Excess Return Status. For purposes hereof, a Customer will be considered to be “**operating under Excess Return Status**” if such Customer has initiated a claim for a Return Benefit with respect to 40% or more of the Eligible Vehicles purchased by such Customer within any four-week period.
- (e) All Fees and other amounts paid by Customer pursuant to these Terms and Conditions are non-refundable, except as specifically provided for herein. Customer will be responsible for and will pay all federal, provincial and local taxes that may be imposed on the Fees paid or Products provided hereunder, other than taxes related to ADESA’s income arising out of the Products. Notwithstanding anything in these Terms and Conditions to the contrary, the portion of the Fees attributable to a post-sale inspection performed by ADESA on an Eligible Vehicle (which portion is determined by ADESA in its sole discretion) shall not be refundable.
- (f) In the event Customer fails to timely pay to ADESA (or its designee) the Fees for any Product, ADESA shall have the right, in its sole discretion and without any prior notice to Customer, to cancel such Product order or otherwise reject Customer’s request to purchase such Product for any Eligible Vehicle. Customer acknowledges and agrees that once an Eligible Vehicle for which a Product has been purchased is sold by such Customer, that Customer has received the full intended benefit of the Product, and ADESA shall under no circumstances be required to provide Customer the Return Benefit.
- (g) Notwithstanding anything to the contrary in these Terms and Conditions, in the event that Customer has failed to pay any Fees or other amounts owed to ADESA or its affiliates within thirty (30) days of the date on which such Fees or other amounts became due, ADESA and its affiliates shall have the unconditional right to deduct and set-off such unpaid Fees or other amounts from any amounts that may become due or owing to Customer (including any amounts owed to Customer in connection with the return of any Eligible Vehicle as set forth above). Additionally, ADESA and its affiliates shall have the unconditional right to deduct and set-off from any amount owed to Customer for any Eligible Vehicle being repurchased or accepted for return by ADESA, an amount equal to any unpaid Fees or other amounts owed for any Product or service provided with respect to such Eligible Vehicle (irrespective of whether such unpaid Fees or other amounts are past-due).

6. Indemnification: Limitation of Liability

- (a) Customer will indemnify, defend and hold harmless ADESA, its affiliates, subsidiaries, and their respective successors and assigns, and all of their respective officers, directors, employees and agents (collectively, the “**ADESA Indemnified Parties**”) from and against any and all claims, losses, demands, causes of action, debts or liabilities, including reasonable lawyers’ fees, arising out of any breach or alleged breach of Customer’s obligations, representations or warranties under these Terms and Conditions, including, without limitation, any third party claims.
- (b) IN NO EVENT WILL THE ADESA INDEMNIFIED PARTIES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, UNDER ANY CAUSE OF ACTION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ADESA INDEMNIFIED PARTIES’ TOTAL LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH CUSTOMER FOR ANY CLAIM ARISING OUT OF THE PRODUCTS OR THESE TERMS AND CONDITIONS WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO ADESA WITH RESPECT TO THE PRODUCT FOR THE ELIGIBLE VEHICLE AT ISSUE.

7. ARBITRATION AND CLASS ACTION WAIVER

- (a) CUSTOMER AGREES TO ARBITRATE ANY DISPUTE OR CLAIM THAT IT MAY HAVE WITH ADESA THAT ARISES OUT OF OR RELATES IN ANY WAY TO THESE TERMS AND CONDITIONS OR ANY PRODUCT. ARBITRATION CONDUCTED HEREUNDER SHALL BE FINAL AND BINDING. THIS ARBITRATION PROVISION MEANS THAT CUSTOMER’S CLAIMS AGAINST ADESA WILL BE RESOLVED THROUGH ARBITRATION RATHER THAN LITIGATION IN COURT. CUSTOMER ACKNOWLEDGES THAT ADESA MAY (BUT SHALL NOT BE REQUIRED TO) SUBMIT TO ARBITRATION ANY DISPUTE OR CLAIM THAT IT MAY HAVE AGAINST CUSTOMER, WITH ANY SUCH ARBITRATION BEING GOVERNED BY THE PROVISIONS OF THIS SECTION 7.
- (b) CUSTOMER MAY OPT OUT OF THIS ARBITRATION AGREEMENT AND DOING SO WILL NOT IN ANY WAY PREJUDICE OR AFFECT CUSTOMER’S BUSINESS WITH ADESA. TO EXERCISE THIS OPT-OUT RIGHT, CUSTOMER MUST PROVIDE WRITTEN NOTICE OF ITS ELECTION TO OPT OUT TO ADESA AT THE FOLLOWING ADDRESS: ADESA CANADA, 6755 MISSISSAUGA ROAD, SUITE 410, MISSISSAUGA, ONTARIO L5N 7Y2, ATTN: LEGAL DEPARTMENT, NO LATER THAN THIRTY (30) DAYS AFTER CUSTOMER’S INITIAL ACCEPTANCE OF THESE TERMS AND CONDITIONS. THE PROCEDURE SPELLED OUT HEREIN IS THE ONLY WAY TO OPT OUT OF THIS ARBITRATION AGREEMENT, AND

ANY ATTEMPTS TO OPT OUT AFTER THE DEADLINE SET FORTH HEREIN WILL BE INEFFECTIVE.

- (c) ANY ARBITRATION PROCEEDING HEREUNDER WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS OR REPRESENTATIVE PROCEEDINGS OF ANY KIND ARE NOT PERMITTED AND CUSTOMER EXPRESSLY WAIVES ITS ABILITY TO PARTICIPATE IN A CLASS OR REPRESENTATIVE PROCEEDING AGAINST ADESA. TO THE EXTENT THAT CUSTOMER OPTS OUT OF ARBITRATION FOLLOWING THE PROCEDURE SET FORTH IN SECTION 7(b), OR IF THIS ARBITRATION AGREEMENT IS FOUND INAPPLICABLE TO CUSTOMER'S DISPUTE WITH ADESA, THIS CLASS ACTION WAIVER WILL CONTINUE TO APPLY IN LITIGATION. CUSTOMER AGREES THAT THIS CLASS ACTION WAIVER IS AN ESSENTIAL ELEMENT OF ITS AGREEMENT WITH ADESA AND THAT IT MAY NOT BE SEVERED. IN THE EVENT THAT THIS CLASS ACTION WAIVER IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRE AGREEMENT TO ARBITRATE WILL BE NULL AND VOID.
- (d) Any dispute or claim subject to arbitration hereunder shall be submitted to binding arbitration administered by the Judicial Arbitration and Mediation Service ("**JAMS**") pursuant to its Streamlined Arbitration Rules and Procedures as in effect at the time of the submission of such dispute or claim (the "**JAMS Streamlined Rules**"). The disputes and claims subject to arbitration hereunder will be resolved by a single arbitrator selected pursuant to the JAMS Streamlined Rules. The arbitrator shall be bound by and shall strictly enforce these Terms and Conditions and any other applicable agreement between Customer and ADESA, and may not limit, expand or otherwise modify any provision of these Terms and Conditions or the provisions of any other applicable agreement between Customer and ADESA. The arbitrator may award any relief that a court of law could, applying the limitations of liability set forth in these Terms and Conditions. The arbitrator may award injunctive relief if permitted by law – but the injunctive relief awarded by the arbitrator may not extend beyond Customer's business and dealings with ADESA. The laws of the Province of Ontario will apply to any claims or disputes between Customer and ADESA. Any arbitration will be held in Toronto, Ontario, unless otherwise agreed upon by the parties in writing. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator shall award ADESA its costs and fees if it is determined that Customer submitted or filed any arbitration in bad faith or that Customer's claims against ADESA have no reasonable legal basis.
- (e) Customer agrees that its transactions with ADESA evidence transactions in interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of this arbitration clause and class action waiver (notwithstanding the application of Indiana law to any underlying claims). Customer also agrees that this arbitration clause and class action waiver will survive any termination of these Terms and Conditions or any other agreement between Customer and ADESA.

- (f) Notwithstanding the foregoing, Customer understands and agrees that ADESA may immediately bring a proceeding seeking only emergency injunctive relief in a court having jurisdiction thereof.

8. Changes to Terms and Conditions

- (a) ADESA reserves the right to modify these Terms and Conditions from time to time and will post any such changes on the ADESA website or otherwise provide notice to Customer.
- (b) Customer agrees that the purchase or use of any Product after such changes have been posted to the ADESA website or sent to Customer will constitute Customer's assent to any such changes.

9. Governing Law/Venue

- (a) All matters arising out of or relating to these Terms and Conditions shall be governed by and construed in accordance with the laws of the province of Ontario, without regard to conflict of law principles. The parties hereby agree that the sole jurisdiction and venue for any action to enforce any arbitration proceeding, or any other litigation arising from or relating to these Terms and Conditions, to the extent not otherwise subject to mandatory arbitration pursuant to the arbitration clause set forth in Section 7, will be the Superior Court of Justice in Toronto, Ontario.
- (b) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. Miscellaneous

- (a) All provisions herein shall be binding upon and inure to the benefit of the parties hereto, and to their respective permitted successors and assigns. ADESA may assign these Terms and Conditions and any of its rights or duties hereunder without Customer's consent. Each of ADESA's affiliates and subsidiaries shall be deemed to be third party beneficiaries of these Terms and Conditions and entitled to enforce ADESA's rights hereunder.
- (b) These Terms and Conditions, together with the ADESA Privacy Policy, which is incorporated herein, and any other documents or agreements referenced herein, constitute the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (c) ADESA's failure to insist upon Customer's compliance with any requirement of these Terms and Conditions or exercise any right provided for herein will not be deemed a waiver of Customer's non-compliance or any right of ADESA. If any of the provisions of these Terms and Conditions are held to be invalid, illegal or unenforceable by an arbitrator or by a court of competent jurisdiction (as applicable), such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of these Terms and Conditions will remain in

full force and effect. All rights and remedies of ADESA shall be nonexclusive and cumulative and may be exercised singly or concurrently by ADESA in its sole discretion.

- (d) Any delay in or failure of performance by ADESA under these Terms and Conditions will not be considered a breach of these Terms and Conditions and will be excused to the extent caused by any occurrence beyond the reasonable control of ADESA.
- (e) ADESA support may be reached at AssuranceSupport@ADESA.com.

IN WITNESS WHEREOF, each of the parties has caused these Terms and Conditions to be signed and delivered by its duly authorized representative.

**ADESA AUCTIONS CANADA
CORPORATION**

CUSTOMER

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

AuctionAccess number of the entity(s) you are an Owner/Officer of (if applicable) and would like to be included in the ADESA ASSURANCE program:

AuctionAccess Number(s)
