

Terms of Use

1. Acceptance of the Website Terms and Conditions of Use

These website terms and conditions of use for www.collectorcarcanada.ca constitute a legal agreement and are entered into by and between you and COLLECTOR CAR CANADA CORP. ("Company," "we," "us," "our"). The following terms and conditions "**Terms and Conditions**", govern your access to and use, including any content, functionality, and services offered on or through www.collectorcarcanada.ca (the "**Website**").

This Agreement applies to the extent you use the Digital Services to (a) act as a "Buyer" submitting bids expressing an intent to purchase vehicles or other products and services listed by Sellers on the Digital Services, (b) act as a "Seller" submitting information in connection with the listing of a vehicle or other product or service on a Digital Service by the Company on your behalf or (c) as a visitor, registrant or user in any other capacity permitted by these terms (together with "Buyers" and "Sellers", collectively, "Users"). This Agreement sets forth the legally binding terms governing your access and use of the Digital Services. This Agreement applies to the Company and its affiliates only and does not cover other companies, including third parties that may advertise or sponsor content, products or services on the Digital Services or any third-party platforms (such as social media platforms or app stores) or other channels that you may use to access the Digital Services or any Content (as defined below).

The Digital Services and Content are for general information, discussion and entertainment purposes only. The term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics and interactive features generated, provided, or otherwise made available through or in connection with the Digital Services. We make no representations or guarantees about any aspect of the Digital Services and Content and do not endorse any opinions expressed by any Users.

THE DIGITAL SERVICES AND ALL CONTENT ARE PUBLISHED "AS IS" AND YOUR USE OR RELIANCE ON THE DIGITAL SERVICES OR ANY CONTENT IS AT YOUR OWN RISK. WE HAVE NO LIABILITY TO YOU FOR THE CONSEQUENCES OF USING OR RELYING ON THE DIGITAL SERVICES OR ANY CONTENT.

BY USING THE WEBSITE OR BY CLICKING TO ACCEPT THE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

2. Our Role

The Digital Services include a platform for vehicle and other item listings and information services. We are not the creator or owner of the items posted on the Digital Services by Sellers for Buyers to bid on. Rather, we provide the Digital Services, which enable Users to access certain features and functionalities, including posting vehicles and other products and services, and bidding on such products and services. Sellers are responsible for ensuring that any of their User Content meets all applicable local, state, provincial, national and other laws, rules and

regulations, and that any goods (including vehicles) and services promoted, offered or otherwise described on the Digital Services are described in listings, and/or delivered as described, in an accurate satisfactory manner. For any payment processing related to Purchases made on the Digital Services, if the Seller or third party responsible for the applicable vehicle or other good or service selects a payment processing method that uses a third party to process the payment, then we do not process that payment transaction.

As part of the Digital Services, the Company may assist Sellers in the creation of their listings (including the content of such listing) but it remains each Seller's responsibility to make sure that its listings are accurate.

THE COMPANY IS NOT AN AUTOMOBILE BROKER, DEALER OR TRADITIONAL AUCTIONEER AND WE DO NOT SELL, EXCHANGE, BUY, OR OFFER FOR SALE, NEGOTIATE OR ATTEMPT TO NEGOTIATE, A SALE OR EXCHANGE OF AN INTEREST IN ANY VEHICLE LISTED ON THE DIGITAL SERVICES. THE COMPANY HAS NEVER: (1) HELD TITLE FOR ANY VEHICLE LISTED ON THE DIGITAL SERVICES, (2) INSPECTED ANY VEHICLE LISTED ON THE DIGITAL SERVICES OR (3) HAD ANY VEHICLES LISTED ON THE DIGITAL SERVICES IN ITS LEGAL POSSESSION.

3. Privacy Notice

In connection with your access to or use of the Digital Services, we may obtain information from you directly or about you through the Digital Services. We will use your information in accordance with our Privacy Notice, which describes our privacy practices as well as choices you may have with respect to the collection and processing of some of your information. Please take a moment to review our Privacy Notice. The Privacy Notice is incorporated into this Agreement and forms part of the Agreement.

4. Accuracy of Your Information & Communication Methods

The information you submit to us through the Digital Services, including as part of your account creation, registration or membership, or for any listings, must be truthful, accurate and current. You are responsible for maintaining the accuracy of such information. If we believe that your information is not truthful, accurate or current, we have the right to terminate, suspend or refuse you access to the Digital Services.

We may send you information relating to your use of the Digital Services (e.g., payment authorizations, invoices, changes in password or payment method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration, if applicable. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

5. Age Eligibility and Legal Capacity

The Digital Services are not intended for access or use by children, or any individual under age 18. If you are under the age of 18, you may not access or use the Digital Services or provide information to us.

By accessing or using the Digital Services, you represent that you have legal capacity to enter into this Agreement and to fulfill your obligations set out in this Agreement. If you are legally a minor you are prohibited from using this site.

6. Your Account; Username, Password and Other Credentials

(a) You may set up an account to access or use the Digital Services. You are responsible for maintaining the confidentiality of your username, password and other credentials (your “Credentials”) that you may be asked to create to access the Digital Services or certain features or portions thereof. We are not responsible for any misuse of your Credentials by any third party, whether authorized by you or not. You agree to immediately notify the Company of any actual or suspected unauthorized use of your Credentials or any other breach of security. We are not responsible or liable for any loss or damage resulting from unauthorized use of your Credentials or for your failure to follow the requirements set out in this Agreement.

(b) the Company may in its sole discretion maintain different types of accounts for different types of Users. If you open an account to use or Access the Digital Services on behalf of a company, organization or other entity, then (i) “you” includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to the Agreement and that you agree to the Agreement on the entity’s behalf.

7. Intellectual and Other Proprietary Rights

The rights granted to you in this Agreement are subject to the following restrictions:

The Digital Services include Content that is derived in whole or in part from content or materials supplied and owned by the Company, the Company’s licensors or third parties. As between the Company and you, the Company owns all right, title and interest in and to the copyrights, trademarks, service marks, trade names, patents and all other intellectual and proprietary rights throughout the world associated with the Digital Services and Content except, if applicable, with respect to your User Content (as defined below).

You acknowledge the Company’s valid intellectual and proprietary property rights in the Digital Services and Content and that your use of the Digital Services is limited to accessing, viewing and downloading of the Digital Services and Content, as authorized by the Company. Nothing in this Agreement shall be deemed to convey to you any right, title or interest into such intellectual and proprietary property rights or to the Digital Services or Content, or to any portion thereof, except for the limited rights expressly granted herein.

You may not either directly or through the use of any computer, tablet, phone or other device (each a “Device”) or other means (including the use of a browser, software, program or code), remove, alter, interfere with or circumvent (i) any copyright, trademark, or other proprietary notices marked on the Digital Services or Content, or (ii) any digital rights management

mechanism, device, or other content protection or access control measure associated with the Digital Services or Content. You may not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Digital Services (including any code used in any software) or Content.

You may not either directly or through the use of a Device or other means copy, download, stream, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Digital Services or Content unless expressly permitted by the Company in writing. You may not incorporate the Digital Services or Content into, or stream or retransmit the Digital Services or Content via, any hardware or software application or make the Digital Services or any Content available via frames or in-line links, and you may not otherwise surround or obfuscate the Digital Services or Content with any third-party content, materials or branding. You may also not use any software robots, spider, crawlers, or other data gathering or extraction tools, whether automated or manual, to access, acquire, copy, monitor, scrape or aggregate the Digital Services, Content or any portion thereof. You may not knowingly or intentionally take any action that may impose an unreasonable burden or load on the Digital Services or its servers and infrastructures.

You may not build a business, in whole or in part, resell, redistribute, recirculate or make any other commercial use of, or create derivative works or materials utilizing any portion of the Digital Services (including any code used in any software) or Content, whether or not for profit.

To the extent we make the Digital Services or Content available to you via a widget, embedded player or other technology that allows you to embed or stream Content on or to another online service, you may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of such technology, any digital rights management mechanism, device, or other content protection or access control measure associated with Content.

You are prohibited from disabling, modifying, interfering with or otherwise circumventing any technology to view the Digital Services or Content without: (i) displaying visibly both Content and all surrounding elements and (ii) having full access to all functionality permitting viewing of Content, including, without limitation, all video quality and display functionality, and interactive or click-through functionality.

Any future release, update, or other addition to functionality of the Digital Services or Content shall be subject to this Agreement. All copyright and other proprietary notices on any Digital Services content or materials must be retained on all copies thereof. Modification or use of the Digital Services (including any content or materials published thereon) for any purpose not permitted by this Agreement is prohibited and may be a violation of the copyrights and/or trademarks protected by law and this Agreement.

If you provide the Company any feedback or suggestions for improving or regarding your use of the Digital Services (“Feedback”), you hereby assign to the Company all rights in the Feedback and agree that the Company shall have the right to use such Feedback and related information in any manner it deems appropriate. The Company will treat any Feedback you provide to the

Company as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

8. User Content

“User Content” means any and all information and content that a User submits to, or uses with, the Digital Services (e.g., photos, audio, video, messages, text, files, or other content you provide us, including any listings that appear on the Digital Services (regardless of any role that the Company has in the listing), except any Feedback. You are solely responsible for your User Content. User Content may include unsolicited or invited submissions. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by the Company. Because you alone are responsible for your User Content (including backing up your data), you may expose yourself to liability. Under no circumstance will the Company be liable for any inaccuracy or defect in any User Content.

You hereby grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, for any lawful purpose. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Users of the Digital Services are solely between you and such User. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any User of the Digital Services, we are under no obligation to become involved. We are not a party to any vehicle sale contract between any Buyer and Seller that originates on or through the Digital Services and you are solely responsible for any of your interactions with other Users (including transacting for a Purchase involving a vehicle). Additionally, you acknowledge that other Users may post comments about your User Content which may be derogatory, and the Company has no obligation to monitor or delete any such User Content. The Company may remove or modify any User Content without notice or liability at any time in the Company’s sole discretion. We reserve the right, but have no obligation, to monitor disputes between you and other Users. The Company shall have no liability for your interactions with other Users, or for any User’s action or inaction.

9. User Submissions

a. Unsolicited Submissions

You agree that we may use information/User Content you provide us through emails, Q&A, blogs, forums, polls, or through any other User generated submission, and may use your name and any stories you provide us in articles or other features published on the Digital Services or in our publications, advertising or sponsored content. If you provide us with personal anecdotes, they may be attributed to you. The Company can edit, rewrite, use, and reuse the User Content, including your name, likeness, photograph, and biographical information you provide, with or without attribution, including publication in the Digital Services or our publications, advertising or sponsored content.

b. Invited Submissions

From time to time, the Digital Services may expressly request submissions of concepts, stories, or other potential content from you (“Invited Submissions”). Please carefully read any specific rules or other terms and conditions that appear in connection with such Invited Submissions as such terms and conditions will govern the submissions and may affect your legal rights. If no such additional terms govern those submissions, then this Agreement will apply in full to any Invited Submissions you make. IN ANY EVENT, ANY MATERIAL YOU SEND TO US WILL NOT BE TREATED AS CONFIDENTIAL. Regardless of any industry custom or practice, we will not pay you for the use of any content that you submit to through the Digital Services.

10. Enforcement

If we become aware of a User’s violation of this Agreement, including the rights of any other User or third party, we may take certain remedial steps, including refusing access to the Digital Services to any person or entity and change eligibility requirements at any time.

If we become aware that any of our Users has repeatedly infringed the proprietary rights of any third party, we may take steps to terminate that User’s access to the Digital Services. We reserve the right (but have no obligation) to review information we obtain from or about you and your use of the Digital Services, to investigate, and/or to take appropriate action against you in our sole discretion. Such acts may include removing or modifying your User Content, terminating your access to the Digital Services (including any User account, registration or membership), legal action and/or reporting you to law enforcement authorities. If the Company elects to modify User Content, the Company nonetheless assumes no responsibility for the User Content.

The Company reserves the right to investigate suspected violations of this Agreement, including without limitation, any violation arising from any information obtained about you (including unsolicited or invited submissions), postings or emails you make on or send through the Digital Services. The Company may seek to gather information from the User who is suspected of violating this Agreement and from any other User. The Company may suspend any Users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If the Company believes, in its sole discretion, that a violation of this Agreement has occurred, it may edit or modify any submission, posting or emails, remove the material permanently, cancel postings, warn Users, suspend Users and passwords, terminate accounts, or take other corrective action it deems appropriate. The

Company may cooperate with law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting any emails or publishing or otherwise making available any materials that are believed to violate this Agreement.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS THE COMPANY (AND ITS AFFILIATES, SERVICE PROVIDERS, PARTNERS AND ITS AND THEIR RESPECTIVE CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY (AND ITS AFFILIATES, SERVICE PROVIDERS, PARTNERS AND ITS AND THEIR RESPECTIVE CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS) DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

11. Your Conduct and Responsible Use of the Digital Services

Please act responsibly when using the Digital Services. The following rules are a condition of your access to or use of the Digital Services and Content:

(a) No Criminal or Unlawful Conduct.

You may only use the Digital Services and Content (including any information contained therein) for lawful purposes, in accordance with this Agreement, applicable laws and regulations, and obligations or restrictions imposed by any third party. You may not encourage conduct that would constitute a criminal offense or give rise to civil liability.

(b) Your Materials Must be Lawful and Appropriate.

You may not store, upload, post, transmit or otherwise distribute or facilitate the distribution of any unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane, indecent, invasive of another person's privacy or otherwise inappropriate User Content or other material or information of any kind, including, without limitation, any images or other material of a sexual nature, harmful to minors in any way, or that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability. You recognize that storing, distributing or transmitting unlawful User Content, material or information could expose you to criminal and/or civil liability.

(c) Content Posted by You Must be Yours.

You may not store, upload, post, transmit or otherwise distribute or facilitate the distribution of User Content, material or information that is fraudulent or infringes the rights of any third party, including without limitation, patent, trademark, copyright, right of publicity or other proprietary rights. You agree that if a third-party claim that User Content, material or information you have

posted on or contributed to the Digital Services is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all User Content, material or information publicly posted or privately transmitted on or through the Digital Services are the sole responsibility of the sender, not the Company, and that you are responsible for all User Content, material or information you upload, publicly post or otherwise transmit to or through the Digital Services. If we become aware that any of our Users has infringed the proprietary rights of any third party, we may take steps to terminate that User's access to our Digital Services. If any third party provides you compensation or other value for your User Content, you are responsible for making any appropriate or required disclosures regarding such compensation or other value.

(d) No Collection of Personal Information from Others.

You may not, through manual or automated means, collect, harvest, gather, assemble or store personal information about other Users of the Digital Services (including their email addresses or other contact information) without their explicit consent. You may not use any such information to transmit or facilitate transmission of unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation. You agree not to send, create, or reply to so called mailbombs (i.e., emailing copies of a single message to many Users, or sending large or multiple files or messages to a single User with malicious intent) or engage in spamming (i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of the Digital Services by any other User or third party, including placing malware on the Digital Services.

(e) No Bullying, Impersonation or Interference.

You may not use the Digital Services to threaten, abuse, harass, or invade the privacy of any other User or third party. You may not impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with the Company or with any other person or entity. You may not restrict, inhibit or interfere with any other User or third party from using or enjoying the Digital Services.

(f) No System Abuse.

You may not upload, post or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of the Digital Services, any other online services, or to obtain unauthorized access to the Digital Services or Content or any data or other information of any third party. You may not interfere with, disrupt, or create an undue burden on servers or networks connected to the Digital Services.

(g) No Violations of Security Systems.

You are prohibited from using the Digital Services to compromise the security or tamper with, or gain unauthorized access to, the Digital Services, Content, online accounts or any other computer systems, resources or networks. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, malware, or network probing tools) is

strictly prohibited. If you become involved in any violation of systems security, the Company reserves the right to release your details to relevant third parties, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

(h) No Transmission of Fraudulent Funds.

In the course of sending payments, whether to us or to Sellers, you shall not transmit what we believe to be potentially fraudulent funds.

(i) No Violation of Payment Card Rules.

You shall not use your user account or the Digital Services in a manner that we, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules.

(j) Cooperation.

You must not refuse to cooperate in any investigation or refuse to provide confirmation of your identity or any information you provide to use.

(k) No Circumvention.

You may not circumvent any the Company determinations about your user account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional user account(s) when an account has been restricted, suspended or otherwise limited; opening new or additional user accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's user account.

(l) Termination, Refusal or Limit Service.

We may require, at any time, proof that you are following these rules. We reserve the right to take, or refrain from taking, any and all steps available to us, once we become aware of any violation of this Agreement, including the following:

- Terminate this Agreement, limit your user account, and/or close or suspend your user account, immediately and without penalty to us;
- Refuse to provide the Digital Services to you in the future;
- Limit your access to your user account or any of Digital Services, including limiting your ability to pay with any of the payment methods linked to your User account;
- Update inaccurate information you provided us; or
- Take legal action against you.

If you've violated this Agreement, then you're also responsible for damages to the Company caused by your violation of this Agreement.

If we close your user account or terminate your use of Digital Services for any reason, we'll provide you with notice of our actions.

You are responsible for all claims, fees, fines, penalties and other liability incurred by the Company, any user account holder, or a third party caused by or arising out of your breach of this Agreement, and/or your use of Digital Services.

12. Availability of and Modification to the Digital Services and Content

We do not guarantee that any or all of the Digital Services or any Content will be made available through the Digital Services. We may change, modify, edit, suspend, discontinue or otherwise manipulate the Digital Services, Content or any part, feature or service of the Digital Services at any time with or without notice to you. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Digital Services, Content or any part thereof.

13. Fees, Purchases and Referrals

(a) Payment of Fees.

You agree to pay any applicable fees (including any initial deposit made as a Buyer in connection with a bid, certain Buyer's fees and Seller listing fees set forth on our website in connection with bids or for any purchases you make of any products, features and/or services ("Purchases") listed on the Digital Services, including, without limitation, any applicable sales, uses or similar taxes or charges. Certain products, fee-based services or features that you purchase, access or download via the Digital Services may be subject to additional terms and conditions presented to you at the time of purchase, access or download.

All payments made by you to the Company shall be facilitated through Stripe, Inc., the Company's third party payment processing service. Stripe's terms of service can be found at <https://stripe.com/us/terms>. All information that you provide in connection with a Purchase (including any initial deposit made as a Buyer in connection with a bid, certain Buyer's fees and Seller listing fees) must be accurate, complete, and current. You agree to pay all charges incurred by any users of your credit card, debit card, or other payment method used in connection with a Purchase on the Digital Services at the prices in effect when such charges are incurred. You also agree to pay any applicable taxes, if any, relating to any Purchase.

For any Purchases you make directly from a Seller on or through the Digital Services that involve payment processing, if such Seller selects a payment processing method that uses a third party to process the payment, then we do not process the transaction.

Prices listed for vehicles or any other products or services listed by Sellers on the Digital Services are set by the Sellers and the Company is not responsible setting or negotiating any prices or related fees. Listed prices set by the Sellers on the Digital Services may exclude government fees and taxes, registration and titling fees, regulatory and electronic processing charges, inspection charges, emission testing charges, and any other fees required by law. A Seller may add any or all of the foregoing or any other taxes and fees to the listed price when calculating the final sale price to charge a Buyer.

All amounts listed on the Digital Services are in Canadian dollars.

(b) No Refunds.

All Purchases made from a Seller using the Digital Service are between the applicable Buyer and Seller; for that reason, in the event you seek a refund related to a Purchase or have any questions, you must directly contact the applicable Seller

(c) Seller Acknowledgment

(i) If you or any other User submits a vehicle or other product or service to sell on the Digital Services, and we accept such vehicle, product or service, then you, or such other User, are considered a “Seller” on the Digital Services. You are responsible in all respects for the User Content and any other information related to any vehicle, product or service you decide to sell. You are also fully responsible in all respects for consummating the transaction with the applicable Buyer in accordance with the Agreement. The Company is not a party to any purchase and sale agreement entered into between Buyer and Seller.

(ii) Exclusivity

IN THE EVENT A USER ACCESSES OR USES THE DIGITAL SERVICES TO SELL A VEHICLE OR OTHER PRODUCT OR SERVICE AS A “SELLER,” ANY SUCH USER HEREBY ACKNOWLEDGES AND AGREES THAT FOLLOWING PUBLICATION AND FOR THE PERIOD THAT SUCH SELLER’S LISTING IS MADE AVAILABLE ON OR THROUGH THE DIGITAL SERVICES, AND FOR the remainder of the WEEK of THE END OF THE AUCTION OR LISTING PERIOD, SUCH SELLER MAY NOT LIST, POST OR OTHERWISE MAKE AVAILABLE THE APPLICABLE VEHICLE OR OTHER PRODUCT OR SERVICE ON ANY OTHER AUCTION, DEALERSHIP, OR LISTING SERVICE. FURTHERMORE, EACH SELLER HEREBY ACKNOWLEDGES AND AGREES THAT AT ANY TIME FOLLOWING PUBLICATION, SELLER’S LISTING MAY BE REMOVED BY THE COMPANY (IN OUR SOLE DISCRETION).

(iii) Bidding and Auction.

Reserve and Publication

In order to use the Digital Services to list a vehicle or other product, a Seller is required to indicate whether there is a minimum price at which the Seller is willing to sell to a Buyer (the “Reserve”) or whether no such minimum bid is required (“No Reserve”). A Seller may reduce or waive a Reserve during the auction by notifying the Company of such change via email or, if available, the Company’s web-based notification tools made available to Seller. We will only approve a listing for publication on the Digital Services once a Seller has either selected a Reserve or selected “No Reserve” for the applicable listing.

Make Whole Amount

In certain circumstances, at the close of an auction, if no bid has met the Seller’s Reserve, the Company may (in its sole discretion) offer to pay Seller a separate amount to make up the difference between the Reserve and the highest bid (the “Make Whole Amount”); provided, that the Seller’s vehicle is sold to such highest bidder within 30 days. The Make Whole Amount shall

be paid to the Seller by the Company upon proof of delivery to the highest bidder. ACKNOWLEDGES AND AGREES THAT THE OFFERING OR PROVISION OF SUCH MAKE WHOLE AMOUNT BY THE COMPANY TO SELLER IS AN INDEPENDENT TRANSACTION AND DOES NOT IN ANY WAY MAKE THE COMPANY A PARTY TO SALE OF THE SELLER'S APPLICABLE VEHICLE OR OTHER TRANSACTION BETWEEN THE SELLER AND THE BUYER.

(iv) Buy-It Now Lot

Sellers may list their vehicle for sale on the Buy-It Now Virtual Lot if their respective vehicle did not sell via auction. The list price of the vehicle on the Buy-It Now Lot shall not exceed the the reserve price of the vehicle at the end of its auction.

It is the responsibility of a Buyer and Seller, respectively, to negotiate the terms of a binding transaction and enter into a formal contract. This contracting is outside of the scope of this Agreement and the Digital Services, neither of which binds the parties to each other. When an agreement is reached between the Buyer and Seller, the Seller agrees to immediately notify the Company and provide the Company with an Agreement of Purchase and Sale confirming the sale price of the vehicle.

The use of the Buy-It Now lot is subject to a Buyer Premium Fee/Percentage. This fee, as listed on the Digital Services is not negotiable. Any price negotiation between the Buyer and Seller shall be with respect to the cost of the vehicle, and not the Buyer Premium Fee. The Company shall notify the Seller when the Buyer Premium Fee has been paid in full by the Buyer, and upon confirmation of payment, the Seller may release the vehicle to the Buyer. THE SELLER ACKNOWLEDGES THAT IT SHALL NOT RELEASE THE VEHICLE TO THE BUYER UNTIL THE COMPANY CONFIRMS RECEIPT OF THE BUYER PREMIUM. IN THE EVENT THAT THE SELLER RELEASES THE VEHICLE TO THE BUYER PRIOR TO THE COMPANY'S RECEIPT OF THE BUYER PREMIUM, THE SELLER SHALL BE RESPONSIBLE FOR PAYMENT OF THE BUYER PREMIUM TO THE COMPANY.

(d) Buyer Acknowledgment

(i) Auctions and Bidding

Each Buyer acknowledges and agrees that (i) the Buyer fees associated with each bid submitted via the Digital Services are binding and thus due and payable to the Company in accordance with the Agreement, and (ii) Buyer is responsible for all applicable government fees and taxes for applicable vehicles listed via the Digital Services. If you decide to bid on a vehicle that has been listed by a Seller on the Digital Services, you acknowledge and agree that your bid constitutes the first non-binding step in expressing your interest to a Seller in the listed vehicle and does not in and of itself create a formal contract between you as the Buyer and such Seller.

(ii) Buy-It Now Lot

Each Buyer acknowledges and agrees that (i) the Buyer fees associated with a purchase of a vehicle through the “Buy-It Now Lot” are binding and thus due and payable to the Company in accordance with the Agreement, and (iii) Buyer is responsible for all applicable government fees and taxes on applicable vehicles listed in the Digital Services.

(iii) It is the responsibility of a Buyer and Seller, respectively, to negotiate the terms of a binding transaction and enter into a formal contract. This contracting is outside of the scope of this Agreement and the Digital Services, neither of which binds the parties to each other. Buyer’s responsibility for any shipping or delivery fees shall be set forth in the formal agreement between the applicable Seller and Buyer.

(iv) We do not inspect any vehicles or any other goods that a Seller lists on the Digital Services. You acknowledge and agree that the Company bears no risk associated with purchasing a vehicle from a Seller listed via the Digital Services.

14. Release

If you have a dispute with one or more Users of the Digital Services (including merchants) or any other third parties, you release the Company (and its affiliates, service providers, partners, and its and their respective co-branders, licensors, payment processing partners, other partners and officers, directors, employees, contractors, and agents) from claims, demands, liabilities, costs, or expenses and damages (actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes). In entering into this release, you expressly waive any protections (whether statutory or otherwise) to the extent permitted by applicable law that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

15. Indemnity

You agree to indemnify and hold the Company (and its affiliates, service providers, partners, and its and their respective co-branders, licensors, payment processing partners, other partners and officers, directors, employees, contractors, and agents) harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expenses (including, without limitation, costs and reasonable attorneys’ and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any User or third party (each, a “Claim”) due to or arising out of (a) your use of the Digital Services or Content, (b) information you provide or we obtain about you and your use of the Digital Services, (c) your violation of this Agreement; (d) your violation of applicable laws or regulations or (e) the actions or inactions of any third party to whom you grant permission to use your user account to access the Digital Services (including the sharing of your Credentials). The Company reserves the right, at your expense, to assume the exclusive defense and control of any Claim for which you are required to indemnify us, and you agree to cooperate with our defense of these Claims. You agree not to settle any matter without

the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

16. Disclaimers

THE DIGITAL SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND WE (AND OUR SERVICE PROVIDERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SERVICE PROVIDERS) MAKE NO WARRANTY THAT THE DIGITAL SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE DIGITAL SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. THE COMPANY CANNOT ENSURE THAT A BUYER OR SELLER YOU ARE DEALING WITH WILL ACTUALLY COMPLETE THE TRANSACTION OR HAS AUTHORIZATION TO DO SO.

AS PART OF THE DIGITAL SERVICES, THE COMPANY MAY ASSIST SELLERS IN THE CREATION OF THEIR LISTINGS (INCLUDING THE CONTENT OF SUCH LISTING) BUT IT REMAINS EACH SELLER’S RESPONSIBILITY TO MAKE SURE THAT ITS LISTINGS ARE ACCURATE. WHILE WE TRY TO MAKE SURE THAT ALL INFORMATION (INCLUDING PRICES) ABOUT A VEHICLE OR ANY OTHER PRODUCT OR SERVICE MADE AVAILABLE ON OR THROUGH THE DIGITAL SERVICES BY A SELLER ARE COMMUNICATED ACCURATELY, WE ARE NOT RESPONSIBLE FOR ERRORS (INCLUDING TYPOGRAPHICAL) THAT MAY APPEAR ON THE DIGITAL SERVICES (INCLUDING IN ANY LISTINGS). IF THERE IS INCORRECT OR MISLEADING INFORMATION GIVEN ABOUT THE PRICE, AVAILABILITY, DESCRIPTION OR CONDITION OF A PRODUCT OR SERVICE (INCLUDING, WITH RESPECT TO VEHICLES POSTED, THE MILEAGE) DUE TO AN ERROR (INCLUDING TYPOGRAPHICAL), THE COMPANY IS NOT RESPONSIBLE FOR SUCH ERROR OR ITS CORRECTION BUT WILL ATTEMPT TO CORRECT SUCH ERROR PROMPTLY. WE RESERVE THE RIGHT TO REFUSE OR CANCEL ANY LISTINGS FOR VEHICLES OR OTHER PRODUCTS AND SERVICES LISTED WITH INCORRECT OR MISLEADING INFORMATION.

DUE TO THE INHERENT NATURE OF THE INTERNET, WE CANNOT GUARANTEE THAT INFORMATION, DURING TRANSMISSION THROUGH THE INTERNET OR

WHILE STORED ON OUR SYSTEMS OR OTHERWISE IN OUR CARE, WILL BE ABSOLUTELY SAFE FROM INTRUSION BY OTHERS. THE COMPANY ASSUMES NO LIABILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, HARDWARE OR NETWORK FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER CONTENT. YOU UNDERSTAND THAT IF YOU DOWNLOAD ANY MATERIAL, YOU DO SO AT YOUR SOLE RISK. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE DIGITAL SERVICES OR ANY ONLINE SERVICES LINKED TO THE DIGITAL SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE DIGITAL SERVICES, ANY CONTENT POSTED ON OR THROUGH THE DIGITAL SERVICES, OR CONDUCT OF ANY USERS OF THE DIGITAL SERVICES, WHETHER ONLINE OR OFFLINE. YOU USE THE DIGITAL SERVICES AT YOUR OWN RISK. SOME AREAS OF OUR DIGITAL SERVICES OFFER ADVICE FROM A VARIETY OF PROVIDERS, WHO MAY BE AFFILIATED WITH THE COMPANY OR MEMBERS OF THE USER COMMUNITY; SUCH ADVICE IS FOR ENTERTAINMENT ONLY AND NOT AS TREATMENT OR REMEDY FOR AN INDIVIDUAL CIRCUMSTANCE. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE DIGITAL SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

17. Limitation of Liability

IN NO EVENT SHALL WE (AND OUR AFFILIATES, SERVICE PROVIDERS, PARTNERS, AND OUR AND THEIR RESPECTIVE CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS) OR OUR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER CONTRACT, IN TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) LOST PROFIT, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE DIGITAL SERVICES INCLUDING FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY IS NOT LIABLE, AND YOU AGREE NOT TO

HOLD THE COMPANY RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (1) YOUR USE OF, OR YOUR INABILITY TO USE OR ACCESS THE DIGITAL SERVICES; (2) DELAYS OR DISRUPTIONS IN THE USE OR ACCESS TO THE DIGITAL SERVICES; (3) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OR USING THE DIGITAL SERVICES; (4) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE DIGITAL SERVICES; (5) ACTIONS, OR INACTIONS OF OTHER USERS; (6) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR USER ACCOUNT; OR (7) YOUR NEED TO MODIFY THE INFORMATION YOU PROVIDE OR YOUR BEHAVIOR AS A RESULT OF CHANGES TO THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THE DIGITAL SERVICES OR THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID THE COMPANY IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT NEITHER OUR AFFILIATES, SERVICE PROVIDERS OR PARTNERS NOR THEIR RESPECTIVE CO-BRANDERS, LICENSORS, PAYMENT PROCESSING PARTNERS, OTHER PARTNERS AND OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS WILL HAVE ANY LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO IN THOSE STATES OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

18. Third Party Services and Ads

The Digital Services might contain links to third-party websites, apps or other services (e.g., social media platforms), and advertisements for third parties (collectively, "Third-Party Services & Ads"). Such Third-Party Services and Ads are not under the control of the Company and the Company is not responsible for any Third-Party Services and Ads. The Company provides these Third-Party Services and Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services and Ads. When you use Third-Party Services and Ads, you do so at your own risk. When you link to Third-Party Services and Ads, the applicable third party's terms and policies apply, including the third party's privacy policies.

19. Third Party Affiliate Marketing

We participate in affiliate marketing and may allow third-party affiliate links to be encoded on some of our Digital Services. This means that we may earn a commission when you click on or make purchases via third-party affiliate links.

20. Local Regulations

The Company makes no representation that the Digital Services or Content are appropriate or available for use outside Canada, its territories, possessions, and protectorates. If you choose to access the Digital Services or Content from other locations, you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from Canada or the country you reside in.

21. Term and Termination

These Terms of Use apply to you as soon as you access the Digital Services by any means and continue in effect until they are validly terminated. As described below, some terms remain applicable even after termination.

The Company may, in its sole discretion, terminate your Credentials (including your password, account (or any part thereof)) or use of the Digital Services, or remove and discard any User Content or information stored, sent, or received via the Digital Services without prior notice and for any reason or no reason, including, but not limited to: (i) permitting another person or entity to use your identification to access the Digital Services (including through the sharing of your Credentials), (ii) any unauthorized access or use of the Digital Services (including through the use of your Credentials), (iii) any violation of this Agreement, or (iv) tampering with or alteration of any of the software, data files, and/or Content contained in or accessed through, the Digital Services. You may terminate your user account for any reason or no reason. Termination, suspension, or cancellation of this Agreement or your access rights to the Digital Services shall not affect any right or relief to which the Company may be entitled, at law or in equity. Upon such termination, suspension, or cancellation, all rights granted to you will automatically terminate and immediately revert to the Company and its licensors and all rights granted by you to the Company shall survive in perpetuity.

Notwithstanding any termination, suspension, or cancellation of this Agreement or your access rights to the Digital Services, the following provisions of this Agreement will survive: Sections 2 – 30.

22. Entire Agreement

This Agreement (including the Privacy Notice and any additional guidelines, terms, procedures or rules that may apply to a specific feature of the Digital Services) constitutes the entire

agreement between you and us regarding the use of the Digital Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

23. Changes to this Agreement

We may revise, prospectively, this Agreement by posting an updated version on the Digital Services or by providing you with notice (by email or other notification through the Digital Services). You consent and agree to receive notices of updates to this Agreement through our posting of an updated Agreement on the Digital Services. You should visit this page or section regularly to review the current version of the Agreement. Your continued use of the Digital Services will be deemed as irrevocable acceptance of any revisions.

24. Dispute Resolution (Arbitration Clause and Class Action Waiver)

Except for either party's claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret, any and all disputes between you and the Company arising under or related in any way to this Agreement, must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of any of the Digital Services.

YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with Canadian Arbitration Association before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party. Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by Canadian Arbitration Association. The mediation will be held at City of Toronto. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within

thirty days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below.

Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator. The arbitration shall be held in City of Toronto. The arbitration shall proceed in accordance with the provisions of the Arbitration Act of Ontario. The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator shall be divided equally between the parties.

25. No Waiver

No failure or delay by the Company in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

26. Governing Law

This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the Province of Ontario without giving effect to any law that would result in the application of the law of another jurisdiction.

27. Copyright Reporting and Contact

All notices of copyright infringement claims should be sent to [EMAIL ADDRESS].

Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Company at admin@collectorcarcanada.ca [EMAIL ADDRESS].

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to admin@collectorcarcanada.ca [EMAIL ADDRESS].

28. Contact Us.

If you have any questions about this Agreement, you may contact us by email at admin@collectorcarcanada.ca

Privacy Policy

Last modified: April 25, 2022

INTRODUCTION

COLLECTOR CAR CANADA CORP. ("Company" or "We") respect your privacy and are committed to protecting it by complying with this policy.

1. This policy describes:

- i. How we collect, use, disclose, and protect the personal information of our customers and website users ("you").
- ii. Describes the types of information we may collect from you or that you may provide when you visit the website www.col (our "Website").
- iii. Our practices for collecting, using, maintaining, protecting, and disclosing that information.
- iv. [We will only use your personal information in accordance with this policy unless otherwise required by applicable law. We take steps to ensure that the personal information that we collect about you is adequate, relevant, not excessive, and used for limited purposes.]
- v. Privacy laws in Canada generally define "personal information" as any information about an identifiable individual, which includes information that can be used on its own or with other information to identify, contact, or locate a single person. [Personal information does not include business contact information, including your name, title, or business contact information.]

2. This policy applies to information we collect, use, or disclose about you:

- i. On this Website.
- ii. In email, text, and other electronic messages between you and this Website.
- iii. Through mobile and desktop applications you download from this Website, which provide dedicated non-browser-based interaction between you and this Website.
- iv. When you interact with our advertising and applications on third-party websites and services if those applications or advertising include links to this policy.

3. This policy DOES NOT apply to information that:
 - i. You provide to or is collected by any third party including our affiliates and subsidiaries, through any application or content including advertising that may link to or be accessible from [or on] the Website.
4. Please read this policy carefully to understand our policies and practices for collecting, processing, and storing your information. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you indicate that you understand, accept, and consent to the practices described in this policy. This policy may change from time to time. Your continued use of this Website after we make changes indicates that you accept and consent to those changes, so please check the policy periodically for updates. We will notify you in advance of any material changes to this policy and obtain your consent to any new ways that we collect, use, and disclose your personal information.

INFORMATION WE COLLECT ABOUT YOU

5. We collect and use several types of information from and about you, including:
 - i. Personal information, that we can reasonably use to directly or indirectly identify you, such as your name, mailing address, e-mail address, telephone number, Internet protocol (IP) address used to connect your computer to the Internet, user name or other similar identifier, billing and account information, social insurance number, and any other identifier we may use to contact you ("personal information").
 - ii. We provide an opportunity for any user to unsubscribe or opt-out of contact for marketing purposes or OTHER PURPOSE on an ongoing basis by accessing our Website, using the unsubscribe mechanism at the bottom of our e-mails, or e-mailing to admin@collectorcarcanada.ca.
 - iii. Non-personal information, that does not directly or indirectly reveal your identity or directly relate to an identifiable individual, such as demographic information, or statistical or aggregated information. Statistical or aggregated data does not directly identify a specific person, but we may derive non-personal statistical or aggregated data from personal information. For example, we may aggregate personal information to calculate the percentage of users accessing a specific Website feature.
 - iv. Technical information, including your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, or information about your internet connection, the equipment you use to access our Website, and usage details.

- v. Non-personal details about your Website interactions, including the full Uniform Resource Locators (URLs), clickstream to, through and from our Website, products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information such as scrolling, clicks, and mouse-overs, methods used to browse away from the page, or any phone number used to call our customer service number.

HOW WE COLLECT INFORMATION ABOUT YOU

6. We use different methods to collect your information, including through:

- i. Direct interactions with you when you provide it to us, for example, by filling in forms or corresponding with us by phone, email, or otherwise.
- ii. User contributions. You may also provide information for us to publish or display on public Website areas or transmit to other Website users or third parties.
- iii. Automated technologies or interactions, as you navigate through our Website. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- iv. Information You Provide to Us

7. The information we collect directly from you on or through our Website may include:

- i. Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, posting material, and or requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website.
- ii. Records and copies of your correspondence including email addresses, if you contact us.
- iii. Your responses to surveys that we might ask you to complete for research purposes.
- iv. Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.

- v. Your search queries on the Website.
 - vi. You may also provide information to be published or displayed (hereinafter, "posted") on public areas of the Website or transmitted to other users of the Website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although [we limit access to certain pages/ you may set certain privacy settings for such information by logging into your account profile], please be aware that no security measures are perfect. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that unauthorized persons will not view your User Contributions.
 - vii. Information We Collect Through Cookies and Other Automatic Data Collection Technologies.
8. As you navigate through and interact with our Website, we may use cookies or other automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:
- i. Details of your visits to our Website, including [traffic data,] [location data,] [logs,] and other communication data and the resources that you access and use on the Website.
 - ii. Information about your computer and internet connection, including your IP address, operating system, and browser type.
9. The information we collect is statistical information that includes personal information, and we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:
- i. Estimate our audience size and usage patterns.
 - ii. Store information about your preferences, allowing us to customize our Website according to your individual interests.
 - iii. Speed up your searches.
 - iv. Recognize you when you return to our Website.

10. The technologies we use for this automatic data collection may include:

- i. Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- ii. Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings that are used for browser cookies. For information about managing your privacy and security settings for Flash cookies.
- iii. Web Beacons. Pages of our Website and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or [opened an email] and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

HOW WE USE YOUR INFORMATION

11. We use information that we collect about you or that you provide to us, including any personal information:

- i. To present our Website and its contents to you.
- ii. To provide you with information, products, or services that you request from us.
- iii. To fulfill the purposes for which you provided the information or that were described when it was collected, or any other purpose for which you provide it.
- iv. To provide you with notices about your [account/subscription], including expiration and renewal notices.
- v. To carry out our obligations and enforce our rights arising from any contracts with you, including for billing and collection or to comply with legal requirements.
- vi. To notify you about changes to our Website or any products or services we offer or

provide though it.

- vii. To improve our Website, products or services, marketing, or customer relationships and experiences.
- viii. To allow you to participate in interactive features, social media, or similar features on our Website.
- ix. To measure or understand the effectiveness of the advertising we serve to you and others, and to deliver relevant advertising to you.
- x. For any other purpose with your consent.
- xi. We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

DISCLOSURE OF YOUR INFORMATION

- 12. We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.
- 13. We may disclose personal information that we collect or you provide as described in this privacy policy:
 - i. To our subsidiaries and affiliates.
 - ii. In accordance with applicable law, to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of [COMPANY NAME]'s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by [COMPANY NAME] about our customers and users is among the assets transferred.
 - iii. To advertisers and advertising networks that require the information to select and serve relevant advertisements to you and others. [We do not disclose data about identifiable individuals to our advertisers, but we may provide them with aggregate information about

our users (for example, we may inform them that 400 women between 30 and 45 have clicked on their advertisement on a specific day). We may also use such aggregate information to help advertisers target a specific audience (for example, men in a specific location). We may make use of the personal information we have collected from you to enable us to display our advertisers' advertisement to that target audience.]

- iv. To third parties to market their products or services to you if you have [consented to/not opted out of] these disclosures. [We contractually require these third parties to keep personal information confidential and use it only for the purposes for which we disclose it to them.]
- v. [To contractors, service providers, and other third parties we use to support our business (such as analytics and search engine providers that assist us with Website improvement and optimization) and who are contractually obligated to keep personal information confidential, use it only for the purposes for which we disclose it to them, and to process the personal information with the same standards set out in this policy.]
- vi. To fulfill the purpose for which you provide it. [For example, if you give us an email address to use the "email a friend" feature of our Website, we will transmit the contents of that email and your email address to the recipients.]
- vii. For any other purpose disclosed by us when you provide the information.

14. We may also disclose your personal information:

- i. To comply with any court order, law, or legal process, including to respond to any government or regulatory request, in accordance with applicable law.
- ii. To enforce or apply our [terms of use](#) [and other agreements, including for billing and collection purposes.
- iii. If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of us, our customers, or others.

TRANSFERRING YOUR PERSONAL INFORMATION

15. We may transfer personal information that we collect or that you provide as described in this policy to contractors, service providers, and other third parties we use to support our business (such as analytics and search engine providers that assist us with Website

improvement and optimization) and who are contractually obligated to keep personal information confidential, use it only for the purposes for which we disclose it to them, and to process the personal information with the same standards set out in this policy.

16. We may process, store, and transfer your personal information in and to a foreign country, with different privacy laws that may or may not be as comprehensive as Canadian law. In these circumstances, the governments, courts, law enforcement, or regulatory agencies of that country may be able to obtain access to your personal information through the laws of the foreign country. Whenever we engage a service provider, we require that its privacy and security standards adhere to this policy and applicable Canadian privacy legislation.
17. By submitting your personal information or engaging with the Website, you consent to this transfer, storage, or processing.

CHOICES ABOUT HOW WE USE AND DISCLOSE YOUR INFORMATION

18. We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:
 - i. Tracking Technologies and Advertising. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent.. If you disable or refuse cookies, please note that some parts of this Website may not be accessible or may not function properly.
 - ii. Third-Party Advertising. If you do not want us to share your personal information with unaffiliated or non- agent third parties for promotional purposes, sending us an email stating your request to admin@collectorcarcanada.ca.
 - iii. Promotional Offers from the Company. If you have opted in to receive certain emails from us but no longer wish to have your [email address/contact information] used by the Company to promote our own or third parties' products or services, you can opt-out by [[checking the relevant box located on the form on which we collect your data (the [order form/registration form]) or at any other time by] [logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by] sending us an email stating your request to admin@collectorcarcanada.ca. If we have sent you a promotional email, you may unsubscribe by clicking the unsubscribe link we have included in the email. [This opt-out does not apply to information provided to the Company as part of a product purchase, warranty registration, product service experience, or other transactions.]]

DATA RETENTION

19. Except as otherwise permitted or required by applicable law or regulation, we will only retain your personal information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Under some circumstances we may anonymize your personal information so that it can no longer be associated with you. We reserve the right to use such anonymous and de-identified data for any legitimate business purpose without further notice to you or your consent.

CHILDREN UNDER THE AGE OF 18

20. Our Website is not intended for children under 18 years of age. No one under age 18 may provide any [personal] information to [or on] the Website. We do not knowingly collect personal information from children under 18. **If you are under 18, do not [use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use.** If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information.

ACCESSING AND CORRECTING YOUR PERSONAL INFORMATION

21. It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes. By law you have the right to request access to and to correct the personal information that we hold about you.
22. If you want to review, verify, correct, or withdraw consent to the use of your personal information you may also send us an email at admin@collectorcarcanada.ca to request access to, correct, or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. We may charge you a fee to access your personal information, however, we will notify you of any fee in advance.

23. We may request specific information from you to help us confirm your identity and your right to access, and to provide you with the personal information that we hold about you or make your requested changes. Applicable law may allow or require us to refuse to provide you with access to some or all of the personal information that we hold about you, or we may have destroyed, erased, or made your personal information anonymous in accordance with our record retention obligations and practices. If we cannot provide you with access to your personal information, we will inform you of the reasons why, subject to any legal or regulatory restrictions.
24. We will provide access to your personal information, subject to exceptions set out in applicable privacy legislation. Examples of such exceptions include:
- i. Information protected by solicitor-client privilege.
 - ii. Information that is part of a formal dispute resolution process.
 - iii. Information that is about another individual that would reveal their personal information or confidential commercial information.
 - iv. Information that is prohibitively expensive to provide.
25. If you are concerned about our response or would like to correct the information provided, you may contact our Privacy Officer at admin@collectorcarcanada.ca.
26. If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages or might have been copied or stored by other Website users. Proper access and use of information provided on the Website, including User Contributions, is governed by our [terms of use](#).

WITHDRAWING YOUR CONSENT

27. Where you have provided your consent to the collection, use, and transfer of your personal information, you may have the legal right to withdraw your consent under certain circumstances. To withdraw your consent, if applicable, contact us at [CONTACT DETAILS]. Please note that if you withdraw your consent we may not be able to provide you with a particular product or service. We will explain the impact to you at the time to help you with your decision.

CHANGES TO OUR PRIVACY POLICY

28. It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you [by email to the email address specified in your account.
29. We include the date the privacy policy was last revised at the top of the page. You are responsible for ensuring we have an up-to-date, active, and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

CONTACT INFORMATION AND CHALLENGING COMPLIANCE

30. We welcome your questions, comments, and requests regarding this privacy policy and our privacy practices. Please contact us at:

admin@collectorcarcanada.ca

31. We have procedures in place to receive and respond to complaints or inquiries about our handling of personal information, our compliance with this policy, and with applicable privacy laws. To discuss our compliance with this policy please contact our Privacy Officer using the contact information listed above.