



Last Updated: May 23, 2012

This user agreement, the documents set forth above, and any other services terms (collectively, the "Terms," this "Agreement," or the "User Agreement") describe the terms and conditions on which MyAutoSearch LLC ("we" or "MyAutoSearch") offers a user ("Customer" or "you" or "your") access to our MyAutoSearch software.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH MYAUTOSEARCH OFFERS YOU LIMITED ACCESS TO MYAUTOSEARCH SOFTWARE AND SERVICES. YOU ARE NOT AUTHORIZED TO USE THIS SITE, MYAUTOSEARCH SERVICES OR THE CONTENT IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY REGISTERING TO USE THIS SITE, YOU ARE INDICATING THAT YOU ACCEPT THE TERMS AND CONDITIONS STATED BELOW

If you have a question about this Agreement, please contact us by sending email to accounting@MyAutoSearch.com.

1. Acceptance of Terms.

By using this website, MyAutoSearch software or any MyAutoSearch service you agree to the Terms. We may amend the Terms at any time. Subject to the 'Changes to Fees' Section, amended Terms will automatically be effective seven (7) days after we have posted the Amended Terms. Your continued use of our services will signify your acceptance of any amended Terms. If you do not agree to the changes, you may discontinue your registration by sending an email request to support@MyAutoSearch.com. The Terms may not be otherwise amended except in a writing signed by both parties. Throughout this Agreement, (i) the phrase "in our discretion" or "in its discretion" means in MyAutoSearch's sole and arbitrary discretion and (ii) the term "including" means including without limitation. MyAutoSearch reserves the right to reject this Agreement for any reason or no reason, prior to acceptance thereof by MyAutoSearch. Activation of any service shall indicate MyAutoSearch's acceptance of this Agreement, but does not obligate MyAutoSearch to provide access to any or all services, such access to be provided at the sole discretion of MyAutoSearch.

2. Eligibility; Registration.

2.1. Eligibility.

Use of our services is limited to parties that lawfully can enter into and form contracts under applicable law. Without limiting the foregoing, our services are not available to minors. Our services are not available to parties whose use of our services has been suspended or terminated.

2.2. Registration.

By accepting this Agreement, you represent that (a) you are eighteen (18) years of age or older and, if applicable, (b) you are authorized to sign for and bind the corporation, partnership or other legal entity that will be using our services. Your "Registration" includes, but is not limited to, your personal or corporate information, Pay Pal billing information, Company logo, your administration login name, email address, and password, and any services and related fees you select.

3. Website and Services.

3.1. Right to Refuse Services.

MyAutoSearch may refuse our services to anyone at any time, in our discretion. MyAutoSearch reserves the right to discontinue, temporarily or permanently, any or all of our services to anyone at any time, with or without notice. MyAutoSearch will refund you amounts it has charged you for each whole month of prepaid service for which MyAutoSearch refused or discontinued services, as such amounts are determined by MyAutoSearch, only if (i) MyAutoSearch exercises its right to refuse service or discontinue under this section, and (ii) you have prepaid for the refused or discontinued services. MyAutoSearch shall not be liable to you or any third-party for any termination of your access to the Hosting Service except as set forth herein.

3.2. License.

You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in any information you provide us, in any media now known or not currently known, for the purpose of offering our services.

3.3. Privacy.

MyAutoSearch will only use your information in accordance with our Privacy Policy. The Privacy Policy is part of this Agreement. Please note that when you voluntarily disclose personal information, that information may be collected and used by others.

3.4. Passwords and Security.

You will at all times maintain the confidentiality of your user names and passwords. If you are a corporation, partnership or other legal entity, you are responsible for all activity and all charges by such employees. If there is a breach of security through your account, you must immediately change your password and notify us at support@MyAutoSearch.com. You will be liable for any unauthorized use of our services until you notify us of the security breach.

3.5. Accurate and Complete Information.

You will provide to MyAutoSearch only true, accurate, current and complete information, including, as applicable, your Pay Pal billing information, and will update that information to keep it true, accurate, current and complete. MyAutoSearch, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

3.6. Post Sale Management.

You will use MyAutoSearch's MyAutoSearch software and tools solely for the purpose of listing and selling vehicles online. You will not use MyAutoSearch software or tools or any other MyAutoSearch service to send any (i) communications that include defamatory, libelous, unlawfully threatening or harassing statements or any material that would violate the letter or spirit of this Agreement, or (ii) unsolicited commercial email or 'spam.'

3.7. Consumer Data.

All consumer data gathered about and / or provided by visitors and viewers of MyAutoSearch's classified advertising is the exclusive property of MyAutoSearch. You may use, on a non-exclusive basis, certain portions of this data submitted by consumer inquiries directly related to the purchase of new or used automobiles for the sole purpose of selling new or used automobiles listed within the classified ad section of the webpage.

3.8. Limited Agency.

You authorize MyAutoSearch to access third-party marketplaces with which you have usage agreements, on your behalf, to retrieve and post information and materials necessary to provide our services to you, and you hereby appoint MyAutoSearch as your agent for this limited purpose. You permit MyAutoSearch to use such retrieved information and materials to accomplish the foregoing, and to communicate with consumers on your behalf. You acknowledge that our services may or may not provide all the information and functionality that you could obtain directly from the marketplaces.

3.9. Communications SMS Text Guidelines.

You must be 18 years of age or older to receive text messages.

We will not be liable for any delays in the receipt of any SMS text messages as delivery is subject to effective transmission from your network operator.

Message and data rates may apply. Please contact your carrier for more details. We are not responsible for any charges from your or a third party service provider that may result from our providing this service. It is the user's responsibility to check with their individual carrier, as other charges may apply. MyAutoSearch assumes no responsibility for charges incurred by signing up for this text message program.

To stop receiving any of our text messages, reply with text "STOP" to any message.

Data obtained from you in connection with this SMS service may include your cell phone number, your carrier's name and the date, time and content of your messages. We may use this information to contact you and to provide the services you request from us.

For additional information regarding MyAutoSearch's use of information collected in connection with the program, please refer to our Privacy Policy.

Currently, the MyAutoSearch text message program is only available to residents of the United States. You understand and acknowledge that you may not sign up for, access, or attempt to access or use the text message program from countries outside of the United States.

MyAutoSearch text message program is available on Alltel, AT&T, Bell Mobility Wireless, Boost Mobile, Dobson Cellular Systems (Cellular One), Nextel, Sprint, T-Mobile, U.S. Cellular, and Verizon phones. By participating in the MyAutoSearch text message program, you are agreeing to the terms and conditions presented here and on these carriers websites.

3.10. General Compliance with Laws.

You will comply with all applicable laws, statutes, ordinances and regulations in your use of our services.

4. Fees.

4.1. MyAutoSearch will generally charge you fees in accordance with the MyAutoSearch Fees Policy. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our website and all applicable taxes.

4.2. Changes to Fees.

MyAutoSearch may change the Fees Policy effective seven days after those changes have been posted on our website and may add new fees effective immediately upon posting the new fees.

4.3. Billing.

You will be required to provide MyAutoSearch with your credit card information or bank account information. Your credit card or bank account will be charged monthly for MyAutoSearch licensing fees until your account is cancelled. You may request cancellation at any time by sending an e-mail to cancel@MyAutoSearch.com. You must receive an e-mail back from MyAutoSearch acknowledging the cancellation and complete the online cancellation form. If an acknowledgement e-mail is not received, you must call MyAutoSearch at 813-470-7094 to notify MyAutoSearch of cancellation and an acknowledgement e-mail will be sent.

Unless otherwise stated, if your invoice is not paid within five (5) days of the billing, MyAutoSearch, in its sole discretion, may immediately terminate access to our web site and services. You will be billed a monthly finance charge of the lower of 1.5% or the highest amount permitted by applicable law if your account becomes past due. You will reimburse MyAutoSearch for any costs arising from initiation of collections activity.

4.4. Billing Cycles.

Your account will be billed and your credit card, Pay Pal or bank account will be debited for usage on the first day of each month.

4.5. Discounts, Credits and Refunds.

MyAutoSearch may, in its discretion, offer discounts, coupons or promotions that may reduce applicable fees. Users may request credits to their account by contacting MyAutoSearch customer service. Credits will be granted in MyAutoSearch's discretion. Any refunds will be made in credits to your MyAutoSearch account. You will not be entitled to a refund in the event we cancel your services for a violation by you of these Terms and Conditions or if you have not used the services.

4.6. Reconnection.

MyAutoSearch reserves the right to charge a \$49.99 Reconnection fee as a result of your account being shut off after a thirty (30) day nonpayment event.

4.7. Domain Names.

From time to time, MyAutoSearch may obtain one or more domain names in connection with providing you service. The domain names are the exclusive property of MyAutoSearch. Domain names used by a Customer may be purchased by the Customer from MyAutoSearch for \$500 if the Customer's account is in good standing.

5. MyAutoSearch Content.

5.1. Terms.

Content made available by MyAutoSearch, including software, and data provided by consumers and prospects in response to the classified ads for new or used automobiles (collectively, "Content") is the copyrighted work of MyAutoSearch and/or its suppliers. Your use of the Content is governed by the terms of this agreement, if any, which accompanies or is included with the Content ("License Agreement"). You may not install or use any Content that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

5.2. License.

For any Content not accompanied by a license agreement, MyAutoSearch grants you, the user, a personal, nontransferable, non-exclusive, limited license to use the Content for viewing and otherwise using the MyAutoSearch website in accordance with these Terms of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices.

5.3. Intellectual Property.

All Content is owned by MyAutoSearch and/or its suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Content is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limiting the foregoing, copying or reproduction of the Content to any other server or location for further reproduction or redistribution is expressly prohibited. The Content is warranted, if at all, only according to the terms of the license agreement -and is subject to the disclaimers of these Terms.

5.4. Export Control Laws.

You acknowledge that the Content, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Content, directly or indirectly, to any countries that are subject to USA export restrictions.

6. Copyright Policy.

6.1. Infringement.

MyAutoSearch respects copyright law and expects our account holders to do the same. Unauthorized copying or distribution of copyrighted works is an infringement of the copyright holders' rights. In our discretion and in appropriate circumstances, MyAutoSearch may terminate the accounts of users who infringe upon the copyright, or other intellectual property rights, of others.

6.2. Copyright Holders.

If you are a copyright holder who believes that MyAutoSearch's MyAutoSearch software or service is hosting infringing copies of your work, please contact us immediately. Pursuant to 17 United States Code 512(c)(2) (Digital Millennium Copyright Act of 1998), our designated agent for notice of alleged copyright infringement appearing on our site is: Administrator MyAutoSearch, Inc. Email Address: accounting@MyAutoSearch.com.

6.3. Notice of Infringement.

To file a notice of infringement with us, one needs to fulfill the requirements specified in Title II of the Digital Millennium Copyright Act of 1998. The information that you should provide to us includes the following: a) an electronic or physical signature of the copyright holder or a person authorized to act on behalf of the copyright holder; b) a description of the copyrighted work that is claimed to have been infringed; c) the location on our web site of the material that you claim to be infringing; d) your address, telephone number, and email address; e) a statement by you that you have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g. fair use); and f) a statement by you, made under penalty of perjury that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

7. Indemnity and Disclaimer

7.1. Indemnity.

You will, at your own expense, indemnify, defend and hold MyAutoSearch and our subsidiaries, affiliates, officers, directors, agents, and employees harmless from and against any loss, cost, damages, liability, or expense arising out of or relating to (a) a third-party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other content submitted by you to us; (b) any fraud, manipulation, or other breach of this Agreement by you; (c) any third-party claim, action or allegation brought against MyAutoSearch arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any law or the rights of a third party; or (e) your use, or MyAutoSearch's provision, of our services or use of your account by any third party. MyAutoSearch will have the right to participate in its defense and hire counsel of its choice, at your expense. You will not settle any action or claims on MyAutoSearch's behalf without the prior written consent of MyAutoSearch.

7.2. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, THE MYAUTOSEARCH CONFIDENTIAL INFORMATION, MYAUTOSEARCH TRADEMARKS, MYAUTOSEARCH SOFTWARE, INCLUDING THE DATA CONTAINED THEREIN, ARE LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. MyAutoSearch will not be liable for (i) any loss of business, profits or goodwill, loss of use or data, interruption of business or for any indirect, special, incidental or consequential damages of any character, (however arising, including negligence) arising out of or in connection with this agreement even if MyAutoSearch is aware of the possibility of such damages, or (ii) any damages that result in any way from your use or inability to use MyAutoSearch software or services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the MyAutoSearch software or services. MyAutoSearch does not warrant that MyAutoSearch will meet Client's or its Dealer's requirements or that operation will be uninterrupted or error free. The basic and enhanced VIN data within MyAutoSearch reasonably reflects the equipment and pricing information, which MyAutoSearch regularly obtains. It is possible; however, that actual standard and optional equipment data and price may differ from that displayed in MyAutoSearch. MyAutoSearch assumes no responsibility for omissions or errors.

IN NO EVENT SHALL MYAUTOSEARCH'S TOTAL LIABILITY OF ANY KIND, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, EXCEED TOTAL FEES PAID FOR THREE MONTHS OF CONCURRENT SERVICE AND WILL ONLY APPLY TO FEES PAID FOR SPECIFIC DEALER(S), CUSTOMER(S), AND/OR ACCOUNT(S) THAT WERE DIRECTLY IMPACTED BY THE ALLEGED ISSUES CITED IN SAID DAMAGES AWARD. FURTHERMORE, THE USER IS RESPONSIBLE FOR MONITORING THE QUALITY

AND PERFORMANCE OF SERVICES RENDERED BY MYAUTOSEARCH ON YOUR BEHALF OR ON YOUR CUSTOMERS' BEHALF AND AGREES TO PROMPTLY NOTIFY MYAUTOSEARCH VIA PHONE, EMAIL, OR WRITING WITHIN 30 DAYS OF AN ALLEGED INCIDENT OF ANY PERCEIVED ISSUE THAT DIRECTLY RESULTS FROM SAID SERVICES, SO THAT MYAUTOSEARCH MAY HAVE A REASONABLE OPPORTUNITY TO REMEDY ANY POTENTIAL SITUATION BEFORE FURTHER ESCALATION CAN OCCUR. MYAUTOSEARCH WILL NOT BE LIABLE FOR ANY PERCEIVED ISSUE NOT PROMPTLY BROUGHT TO MYAUTOSEARCH'S ATTENTION WITHIN 30 DAYS OF THE INITIAL INCIDENT.

8. General.

8.1. Termination at MyAutoSearch Discretion. In our discretion, we may immediately issue a warning, temporarily suspend, or terminate your registration, and delete information you have provided us if you breach any provision of this Agreement. This Section does not limit any other remedies that may be available to MyAutoSearch.

8.2. Third Party Services.

MyAutoSearch services rely in part on the proper functioning and interaction of third party websites, services and software with the MyAutoSearch website and software. For example, our Customer Manager uses a third party to review emails for spam or viruses. Failure of, or changes to, or misconduct by such third parties or their websites, services or software may affect our provision of services. MyAutoSearch is not liable for any third party actions or omissions.

8.3. Third Party Agreements.

You will comply with the terms and conditions of all agreements you have with third parties, including providers of marketplaces, as such terms and conditions relate to use of our services including terms and conditions related to types of items that may be sold or restrictions on concurrent sales. Your compliance is required for the user agreements on any website on which you use with MyAutoSearch including the user agreements and/or terms and conditions as posted at <http://pages.ebay.com/help/policies/user-agreement.html> and <http://www.craigslist.org/about/terms.of.use>. and <http://www.backpage.com/classifieds/TermsOfUse>.

8.4. Onsite Advertising / Marketing and Promotion of Related and Un-related Offers.

MyAutoSearch may, in its discretion, i) place advertisements on the webpage for related, or un-related services, and ii) place links to other pages that advertise other related and un-related services. Such advertisements and links may be used for purposes including, but not limited to, our proprietary sales, marketing, and re-marketing activities using a variety of methods including email, on-site web chat, page re-directs, and telemarketing. Your use of the site is limited to advertising and follow up communications for the purpose of selling new and used automobiles, and for no other purpose.

8.5. No Agency.

Except for the limited purpose stated in the 'Limited Agency' Section, you and MyAutoSearch are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor franchisee relationship is intended or created by this Agreement.

8.6. Notices.

Except as explicitly stated otherwise, any notices will be given by email to accounting@MyAutoSearch.com (in the case of MyAutoSearch) or to the email address you provide to MyAutoSearch during the registration process (in your case), or such other address as the party will specify. Notice will be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to MyAutoSearch during the registration process. In such case, notice will be deemed given three (3) days after the date of mailing.

8.7. Arbitration.

Any controversy or claim in any way arising out of or relating to this Agreement will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration will be conducted in Tampa, Florida and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or MyAutoSearch may seek any interim or preliminary relief from a court of competent jurisdiction in Florida necessary to protect the rights or property of you or MyAutoSearch pending the completion of arbitration.

8.8. Governing Law.

Florida law will govern this Agreement, except for the body of law relating to conflicts of law. Subject to the Arbitration Section, venue for any legal action will be the state courts of Hillsborough County, Florida, or the federal courts of the Middle District of Florida. The prevailing party in any litigation in connection with this Agreement will be entitled to recover from the other party its costs and reasonable attorneys' fees and other expenses.

8.9. Waivers.

A party's failure to enforce any provision of this Agreement shall not be a waiver of the provision or the right to enforce it at a later time.

8.10. Entire Agreement.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. You agree that you are not entering into this Agreement in reliance on any statements or representations other than those set forth herein. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced.

8.11. Assignment.

This Agreement and your user names and passwords are not assignable, transferable or sub-licensable by you without MyAutoSearch's prior written consent and any such conveyance will be null and void.

8.12. Attorneys' Fees.

The prevailing party in any litigation in connection with this Agreement will be entitled to recover from the other party its costs and reasonable attorneys' fees and other expenses.

8.13. Headings.

Should any term or condition be in conflict between this Agreement and any document incorporated by reference into this Agreement, the terms of this Agreement will control. The use of headings is for convenience and will not affect the interpretation of this Agreement.