J & LAUTO BROKER INC BUYER TERMS AND CONDITIONS Last Updated 04.25,2023

- As a registered buyer ("Buyer") with (J & LAUTO BROKERS INC) ("Company") you agree to be bound by the following Buyer Terms and Conditions. Company reserves the right to amend Buyer Terms and Conditions at any time without prior notice to you. Unless otherwise stated, all fees are quoted in U.S. Dollars.
 - I understand that (J & LAUTO BROKERS INC is not owned by or affiliated with Copart, Inc, or its subsidiaries, and that any vehicles purchased using (J & LAUTO BROKERS INC) services are purchased from (J & LAUTO BROKERS INC) and not from Copart or from Copart's sellers."

• I. DISCLAIMERS

- A. Vehicle Condition and History Disclaimer.
- ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"
- Vehicle Condition and History Disclaimer: ALL VEHICLES ARE SOLD 'AS-IS WHERE-IS' All vehicles sold through Inloher are sold 'AS-IS WHERE-IS', WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. The term "Vehicles" shall mean all items posted for sale on the auction's Website, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. J & L Auto Brokers Inc expressly disclaim the accuracy or completeness of any and all information provided to Buyers regarding vehicles, whether provided in written, verbal, or digital image form ('Vehicle Information'). Vehicle Information provided by the auctions and J & L Auto Brokers Inc is for convenience only. Buyers shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through J & L Auto Brokers Inc. Vehicle Information includes but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, vehicle identification number (e.g. "VIN", "HIN", and serial number), title, repair cost, repair history, title history, and total loss history. J & L Auto Brokers Inc expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through J & L Auto Brokers Inc. J & L Auto Brokers Inc does not guarantee that keys are available for any vehicle sold through J & L Auto Brokers Inc, regardless of whether keys are present in online vehicle images, or were present in the vehicle prior to the time of purchase. Certain jurisdictions permit vehicles to be sold with missing VIN plates; as a result, J & L Auto Brokers Inc does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. J & L Auto Brokers Inc does not guarantee that vehicles meet or can be modified to meet local emission and/or safety requirements. It is the sole responsibility of Buyer to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all Vehicle Information prior to bidding on vehicles..
- The Buyer agrees that J & L Auto Brokers Inc and the auction are not responsible for any undisclosed and/or hidden damages not seen in the images including but not limited to removed or replaced parts, previous repairs, etc.

- Vehicles sold through J & L Auto Brokers Inc are sold AS IS and are not represented as being in a road worthy condition, mechanically sound, or maintained at any guaranteed level of quality. The vehicles may not be fit for use as a means of transportation and may require substantial repairs at the Buyer's expense.
- B. <u>Registration Laws Disclaimer</u>. J & L Auto Brokers Inc does not guarantee that any vehicle sold can be legally registered in any state or country, and Buyer accepts all risks associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased. (For example, a vehicle legally purchased on a clean title by a Buyer at a facility located in State 'A' may be required to be sold on a salvage title if Buyer transports and resells the vehicle in State 'B'.)
- <u>NMVTIS Reporting Disclaimer</u>. Vehicles listed for sale at auction may have been reported to the National Motor Vehicle Title Information System (NMVTIS), and transaction data related to vehicles purchased through J & L Auto Brokers Inc may be reported to NMVTIS, in J & L Auto Brokers Inc sole discretion. Buyer accepts all risks associated with purchasing vehicles through J & L Auto Brokers Inc resulting from the reporting of the vehicle or the purchase transaction data to NMVTIS by J & L Auto Brokers Inc or others.
- Please be aware, it is legal in certain states to rebuilt and register scrap/certificate of destruction vehicles. These vehicles may not be eligible for registration in other states. It is the sole responsibility of the bidder to research and ascertain whether the interested vehicle is registerable or not. Research can be done on NMVTIS website or by calling your local DMV/MDV Secretary of State office.
 - C. <u>DMV/MVD/DOR Paperwork Disclaimers</u>. J & L Auto Brokers Inc is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by Copart, or (ii) made by DMV/MVD/DOR.
- D. Home State Purchases **Disclaime**: Any Buyer, regardless of state of residence, is unable to purchase vehicles in their home state with the intent to register the vehicle in their home state. Some exclusions apply such as using the vehicle for parts, exporting the vehicle out of the country, if Buyer holds an active dealer's license in that state, or if vehicle will be registered out of state. Buyer may contact J & L Auto Brokers office by phone to discuss options that may be available to them.
 - E. Vehicle Transportation Disclaimer: Per Company's terms and conditions, only licensed transporter/towing company is allowed to remove vehicle from premises. Buyer must arrange for vehicle transportation using a licensed carrier/towing company. J & L Auto Brokers Inc Transportation assistance fee \$75.00 plus the cost of transportation. Once we list the vehicle for pickup the fee is earned and cannot be refunded regardless if the order is cancelled. This is an optional service.

Vehicle Pickup. The buyer acknowledges and agrees that if a vehicle is not picked up within thirty (30) days from the sale date, the vehicle will be subject to applicable abandonment laws.

• II. SALE POLICIES

A. Bid Rejection. (J & LAUTO BROKERS INC) reserves the right to void bids for any reason, in the company's sole and absolute discretion. Should a dispute arise regarding a bid, (J & LAUTO BROKERS INC) is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Buyers agree to indemnify, defend, and hold (J & LAUTO BROKERS INC) harmless from any and all liability arising out of decisions made in resolving

disputes.

- B. Sale Cancellation. (J & L AUTO BROKERS INC) may, in its sole and absolute discretion and with or without notice, postpone or a cancel a sale or withdraw a vehicle from a sale. Company will neither have liability nor obligation to Buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.
- C. Tie Bid Policy. Virtual Bids prevail over Preliminary Bids of equal amount.
- D. **Increment Bidding**. Increment bidding is an option available to Buyers using Preliminary Bidding that authorizes Company to increase an entered maximum bid by one and only one increment in the event a Virtual Bidder ties your entered maximum bid. If your bid is the highest bid, then your bid will NOT be incremented.
 - Example: You checked the increment bid box and bid \$5,000. Virtual Sale Bid is currently at \$5,000 (a tie with your bid unfortunately, it happens). Your Preliminary Bid is placed next at \$5,100 (because you checked the increment bid box). The car sells to you at no more than \$5,100 or to Virtual Bidder for \$5,200 or more.
 - E. BID4U. (J & LAUTO BROKERS INC) uses BID4U to make the bidding process easier and more efficient. Simply enter a Preliminary Bid representing the maximum price you are willing to pay for the vehicle and BID4U will bid on your behalf up to your maximum bid during both the Preliminary Bidding Period and the Virtual Sale. BID4U will only bid one increment over the current bid to maintain your position as the highest bidder. This allows you the possibility of purchasing a vehicle below your maximum bid. If a bidder with a higher maximum bid outbids you during Preliminary Bidding, you will be notified via email.
- F. Virtual Bidding. Buyers may log onto the (COPART) websites during a Virtual Sale to submit bids electronically, in real time over the Internet, to compete with the highest Preliminary Bid and other Virtual Bids. During virtual bidding Buyer has the option to place multiple bids in a row to increase their bid, this is a feature of (COPART) virtual bidding. The Buyer's bids will register as "Alabama" during the virtual bidding since the account is registered under the
- J & L Auto brokers Inc name, and it is the Buyer's responsibility to understand when they are highest bidder to avoid bidding against him/herself. All bids are final, and Buyer will be required to pay winning bid amount even if the Buyer bids against him/herself.
- G. On-Approval Vehicles. Vehicles sold "On-Approval" will not be released to Buyers unless and until the auction notifies Company and Buyer of its acceptance of the high bid. "On-Approval" vehicles receive bid acceptance or rejection by 6:00 PM PST (9:00 PM EST) the day after the sale, or for as long as the vehicle remains under the "open items" section in the Buyer's account. It is the sole decision of the seller to accept or reject Buyer's bid.
 - H. Vehicle and Title Release. J & L Auto Brokers Inc reserves the right to not release vehicle titles if Buyer has any outstanding fees, such as unpaid transaction fees, late/storage fees, or if vehicle has not left the premises. All titles will be made out and mailed to J & L Auto Brokers Inc, and then J & L Auto Brokers Inc will reassign the ownership to the buyer. Under no circumstances a title ownership will be assigned to a person or entity different than the buyer. J & L Auto Brokers Inc reserves the right not to release any vehicle title for any reason.
- I. **Bids Entered**. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled. All bids are final and binding.
 - J. **Risk of Loss**. Buyer takes full responsibility and assumes all risk of loss for all vehicles

purchased from the time the auction accepts Buyer's bid. From and after acceptance of Buyer's bid (for vehicles located at a auction facility) Buyer acknowledges that the auction is acting as bailee of Buyer's vehicle until such time as the vehicle is removed from the auction's premises. Buyer agrees that under the terms of the bailment, (1) neither the auction nor J & L Auto Brokers Inc shall be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all auction facilities, from acts of theft or vandalism, or acts of God; (2) neither the auction nor J & L Auto Brokers Inc shall be responsible for any claim of damage made after the vehicle has left the auction's premises, regardless of whether Buyer, or any person on Buyer's behalf such as Buyer's agents, employees, or representatives, pick up the vehicle. Once a vehicle is removed from the auction's premises it is accepted AS-IS, and under no circumstances will the auction or J & L Auto Brokers Inc be liable for subsequent claims of damage or loss of any kind or nature whatsoever.

• K. Import/Export Issues. It is the responsibility of the Buyer to comply with customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.

III. MEMBERSHIP

- A. Membership Eligibility. Membership to the J & L Auto Brokers Inc website is open to individuals 18 years of age and older who can form legally binding contracts under applicable law, without limiting the foregoing. J & L Auto Brokers Inc reserves the right to deny membership privileges to any individual or entity, in its sole and absolute discretion.
- B. **Registration**. Prospect buyers must complete the buyer registration form, pay the security deposit to be able to bid.
- A 60 days free trial registration with no vehicle limit. The buyer may cancel the free trial at any time within 60 days from the time of registration. The buyer will be able to purchase any number and type of vehicles in which J & L Auto Brokers Inc purchasing eligibility is not restricted at any auction by yard-specific registration requirements, applicable laws and/or regulations, and in which the buyer has the required Security Deposit.
- C. Security Deposit. J & L Auto Brokers Inc buyers must have at all time a minimum of \$600.00 USD on deposit to be able to buy. The \$600.00 USD Security Deposit must be paid in full before placing a bid and cannot be used as part of the payment of an awarded vehicle. This Security Deposit protects us if the buyer fails to pay as we are responsible for ensuring payment to the auction for all the vehicles awarded to our buyers.

 The buyer agrees to (i) the \$600.00 Security Deposit shall be sufficient to enable a buyer to be the high bidder on one single vehicle for up to \$6,000.00 USD, (ii) if a buyer wishes to bid an amount higher than \$6,000.00 USD, the buyer must increase the Security Deposit \$100.00 USD for each additional \$1,000.00 USD of desired bid which must be paid before being able to submit the bid, (iii) if a buyer wishes to buy two or more vehicles at the same time, in order to be the high bidder in more than one (1) vehicle, each vehicle will need its own Security Deposit

of a minimum of \$600.00 and must be paid before being able to submit the bid and (iiii) if for any reason the security deposit falls below \$600.00 the Buyer's account will be immediately

membership and will have to re-register in order to get membership privileges. The Security Deposit will be refunded upon Buyers written request if the buyer has met all payments terms and conditions. In the event buyer fails to pay any invoice and the debt becomes uncollectible,

suspended, if this situation remains for two (2) business days, the buyer will lose the

- J & L Auto Brokers Inc will use the security deposit to satisfy the debt. We reserve the right to only accept cash deposits from some members. Refunds of deposits over 90 days are subject to additional fees.
- D. Account Activity. Buyers are responsible for all bidding activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Buyer's username and password through the Company's website or through terminals located in kiosks at auction facilities. Buyer's account may not be transferred or assigned to any person or entity. In the event a Buyer's account, membership I.D., or username and password are used without authorization, Buyer shall be responsible for all bidding activity and charges incurred prior to Company's receipt of written notice from Buyer of the unauthorized activity.
- E. Compliance. Buyers shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of Company's services.
 - F. Membership Revocation. The Buyer acknowledges and agrees that J & L Auto Brokers Inc reserves the right to revoke the membership for any reason, in its sole and absolute discretion, including without limitation breach of security, lack of use and payment obligations not fulfilled. Further, Accounts not covered by security deposit for two (2) business days will be revoked, on any website affiliated with Company, through any electronic format, through any non-electronic format, non-payment of contracted agreements, or any other reason Company or its affiliates deem applicable to membership suspension for a period of time to be determined by Company.
 - G. Release of Liability and Indemnification. Buyers irrevocably and unconditionally waive and release their rights (if any) to recover from the Company, their respective directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates any and all damages, losses, liabilities, costs expenses, or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage, or other occurrence which occurs on the Company's premises. Buyers agree to indemnify, defend, and hold (J & LAUTO BROKERS INC) from any and all damages, losses, liabilities, costs or expenses (including attorney's fees), arising from claims made by Buyer for bodily injury or property damage occurring on the Company's premises. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF, OR INABILITY TO USE, ANY VEHICLE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyers and guests who are California residents waive California Civil Code §1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- H. Marketing and Promotional Materials. Buyers agree they have affirmatively requested to receive marketing and promotional materials via mail, e-mail, and facsimile.
- I. Florida residents. Company is unable to assist Florida residents who intend to purchase a vehicle in the state of Florida with intent to register the vehicle in the state of Florida. Company will be able to assist Florida residents with Florida purchases only in the following situations: Florida buyer holds an active Florida dealer's license; vehicle is intended for export; vehicle is intended for parts only in which case no title will be issued; vehicle will be registered outside of the state of Florida. Company is

fully able to assist Florida residents with purchases made outside of the state of Florida.

- J. California Residents. Company is unable to assist California residents with purchases made in the state of California, with intent to register the vehicle in the state of California. Certain exceptions apply, such as presence of California dealer's license, contact Company office directly for more information.
- K. Washington Residents. Company is unable to assist Washington state residents with purchases made in the state of Washington, with intent to register the vehicle in the state of Washington. Purchases made outside of the state of Washington are fully permitted.

• IV. PAYMENTS AND FEES

- A. Payments for Vehicles. Payments for vehicles purchased through J & L Auto Brokers Inc are due within 2 working days (not including auction day, i.e., if auction is on Monday, payments is due by 5.00pm EST on Wednesday). Payment for vehicles must be made to J & L Auto Brokers Inc with a deposit to J & L Auto Brokers Inc bank account, by a Wire Transfer or with a Cashier's Check, PayPal and Credit Card. NO OTHER WAY OF PAYMENT INCLUDING WESTERN UNION, GOOGLE CHECK OUT, OR ANY OTHER SYSTEM IS ACCEPTED. In the event the payment is not received within seven (7) calendar days of the sale date, the Buyer shall be considered to have forfeited their security deposit and J & L Auto Brokers Inc shall have the right to cancel the sale. All vehicle PAYMENTS must be made to J & L Auto Brokers Inc NOT TO AUCTION, under no circumstances the Buyer is allow to pay for vehicles at a AUCTIONS facility. BUY IT NOW PURCHASES must be paid for the day of the sale or you will be charged the \$50 late payment fee, if it is not paid on the same day.
- B. **Transaction Fee**. The buyers agree to pay a broker fee to J & L Auto Brokers Inc of \$250.00 or 5% of the vehicle Sale Price (whatever is higher) not including Auctions fees, for each vehicle purchased. J & L Auto Brokers Inc reserves the right to modify the transaction fee at any time without notice.
- C.<u>Late Payment Fee</u> In the event the payment of a vehicle is not received within the allotted time, a late payment fee of 50.00 USD will apply to that vehicle. J & L Auto Brokers Inc
- **D. Storage Fee.** All Vehicles not removed from the housing facilities within three (3) business days for online bids and two (2) business days for kiosk/buy it now are subject to storage fees starting at \$5 USD per day, and upwards of \$30 USD per day, after 10 days. Buyer is responsible for checking the storage fee schedule for each individual yard by contacting (**J & LAUTO BROKERS INC**). Any vehicle not removed from the premises after 20 calendar days will be subject to a resale by Company in effort to cover storage and any other applicable costs. Any vehicle not removed from the premises after 30 calendar days or more will be subject to abandonment and will become property of (**J & LAUTO BROKERS INC**).
- D. Sales Tax Indemnification. Buyers purchasing vehicles from Company at wholesale pursuant to a sales tax exemption certificate agree to indemnify, defend, and hold Company harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorney's fees, incurred as a result of a determination by taxing authorities that the transaction was subject to the payment of sales, use, or excise tax.
 - E. **Relist Fees**. In the event the vehicle payment is not received within seven (7) calendar days of the sale date, the Buyer agrees that J & L Auto Brokers Inc may, in its sole and absolute discretion, cancel the sale and auction may relist the vehicle for sale. Buyer agrees to pay J & L Auto Brokers Inc the relist fee pending the auction of \$600.00 to \$1,000.00 or 10% of the sale price, whichever is greater. This fee will be taken from the Security Deposit paid in advance to J

& L Auto Brokers Inc. The Buyer is also responsible for any and all collection costs, including attorney fees and court costs. Buyers who fail to fulfill their obligations are subject to revocation of their membership.

IV. MISCELLANEOUS

- A. Release of Liability and Indemnification. Buyers and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from the Auctions and J & L Auto Brokers Inc, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates ("J & L Auto Brokers Inc Indemnitees") any and all damages, losses, liabilities, costs expenses, or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage, or other occurrence which occurs on the Auctions or J & L Auto Brokers Inc premises. Buyers agree to indemnify, defend, and hold the Auctions and J & L Auto Brokers Inc harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by Buyer and Buyer's guests for arising from or related to: (i) bodily injury or property damage occurring on the Auctions or J & L Auto Brokers Inc premises, (ii) Buyer's failure to comply with applicable laws or regulations, (iii) Buyer's subsequent sales or transfers of Vehicles to third parties, and (iiii) claims made against the Auctions or J & L Auto Brokers Inc by Buyer's guests, agents, employees, or customers. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL THE AUCTIONS OR J & L AUTO BROKERS INC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF, OR INABILITY TO USE, ANY VEHICLE, EVEN IF THE AUCTIONS OR J & L AUTO BROKERS INC INDEMNITEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyers and guests who are California residents waive California Civil Code §1542, which reads: 'A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.'
- B. **Severability**. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same results as that contemplated by such terms and provision.
- C. **Integration**. This agreement is the entire and sole agreement of the parties hereto with respect to its subject matter. There has been no representation, warranties, or promises outside of the Terms and Conditions

Buyers agreement

- 1. By registering with J & L Auto Brokers Inc, they acknowledge and understand that it is registering with and purchasing vehicles from J & L Auto Brokers Inc. and not from any Auto Auction.
- 2. To accept that ALL VEHICLES ARE BEING SOLD "AS-IS, WHERE-IS". ALL OFFERS ARE BINDING AND ALL SALES ARE FINAL, this means that you are buying the vehicles "with all faults" and without any warranty or guarantee of any type, express or implied.

- **3.** To accept that it is their sole responsibility to ascertain, confirm, research, inspect, and investigate all vehicles and any information regarding such vehicles prior to bidding on them.
- **4.** To be liable for all Sales Tax and/or provide an applicable Certificate of Exemption.
- **5.** To remit full payment for purchased vehicles in the amount of the auction closing price, Sales Tax (where applicable), Auction and Transaction Fees, for each vehicle purchased.
- **6.** To remit vehicle's payment only by a wire transfer or a direct deposit to our Wells Fargo Bank account, PayPal and Credit Card within three (3) business days of purchase including the sale day, and pay a Auction Late Payment fee of \$50.00 per vehicle after this period.
- 7. To remit all signed documents, proper identification and notarized Power of Attorney (when required), within three (3) calendar days from the purchase date.
- **8.** To remove the purchased vehicles only after the Vehicle Release Authorization has been issued, and no later than three (3) calendar days including the sale. On the fourth (4th) day, Storage fee will start.
- **9.** To accept that once a vehicle is awarded, if they fail to complete the purchase transaction, your security deposit will apply for the Auction relist fee of the vehicle.
- 10. Visits to the yards. In some instances, The yard may charge an entry fee. Please contact the Auction yard prior to visiting.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- 1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. J & L AUTO BROKERS INC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 2. J & L AUTO BROKERS INC MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE OR CURRENT (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- **3.** ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- **4.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM J & L AUTO BROKERS INC, OR THROUGH OR FROM THE SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS & CONDITIONS.
- 5. NEITHER J & L AUTO BROKERS INC NOR ANY INTERNET ACCESS PROVIDERS ARE RESPONSIBLE FOR INCORRECT OR INACCURATE ENTRY OF INFORMATION, HUMAN ERROR, TECHNICAL MALFUNCTIONS, LOST/DELAYED DATA TRANSMISSION, EMISSION, INTERRUPTION, DELETION, DEFECT, FAILURES OF ANY TELEPHONE NETWORK, COMPUTER EQUIPMENT, SOFTWARE OF ANY COMBINATION THEREOF, OR INABILITY TO ACCESS THE WEB SITE.