

Insurance Vehicle Access Terms of Sale Policy

Welcome to Insurance Vehicle Access, IVACars.com. Your business is very important to us. Please read and become knowledgeable with this Terms of Sale Policy so that you may transact business in a confident manner with IVACars.com.

IVACars.com has a nationwide registered and certified license to negotiate the buying of vehicles with insurance auctions for the public. In general our website is a listing service, where the public may observe vehicles available at insurance auctions. If our members are interested in buying a vehicle from our website, they must be in agreement with this Terms of Sale Policy.

The Terms of Sale Policy applies to all transactions between IVACars.com and member buyers. By becoming a buyer you agree to be bound by the terms and conditions in this policy. If you do not agree please do not undergo any purchase transactions with IVACars.com.

The rules and policies are subject to change or be modified at any time. Your continued use after such modifications have been made will constitute your acceptance of such revised terms. It is your responsibility as buyer to understand the terms in this policy. If you have any questions about this policy please contact IVACars.com before proceeding.

I. GENERAL SALES POLICY

- All customers must register and be given a membership with IVACars.com.
- Steps to register are as follows: Open a free Account, Print this Policy, Sign the Policy, Notarize the Signed Policy and a copy of your driver's license, and Mail notarized Policy together with notarized copy of driver's license to our mailing address. Once we receive your complete paperwork, your account will be completely activated.
- Customer must immediately record and notify our customer service of any changes on the Member Registration Form such as name, address, phone number, authorized buyers, etc. IVACars.com may request updates at any time.
- In order for IVACars.com to proceed with the acquisition of a vehicle, the highest bidder must place a security deposit of 12% or \$400 U.S. dollars, whichever is highest. The security deposit must be received the following day before 10:30AM CST. Acceptable methods of payments are as follow:
 - Bank wires or Deposits into IVACars.com Account
 - Money Order or Cashier Check paid directly in one of our offices.
- If we are able to acquire the vehicle, full payment will be due by 1:00PM CST two days after acquisition day. Failure to make payment by indicated time will result in late payment fees of \$50.00 per day. If you choose to cancel your offer after it is accepted your deposit will not be refundable as it will be used to pay the Insurance Auction penalty fees. If we do not acquire the vehicle your deposit is either kept for next offer or refunded upon request.
- Providers of IVACars.com have the right to refuse or cancel any offers placed for their product listed on this website. Providers have the right to cancel any such offers whether or not the offer has been accepted and you provided the necessary deposit. If you have paid a required deposit and your offer is cancelled, your deposit is kept for next offer or refunded in a timely manner.
- IVACars.com, its affiliates, and/or distribution centers assume no responsibility for fire, theft, or other loss or damage to any vehicle or equipment once buyer or buyer's transporter moves the vehicle outside of their fenced perimeters.
- IVACars.com reserves the right to refuse anyone the use of its services.
- Decisions of IVACars.com are binding and final

II. DISCLAIMER OF WARRANTIES

- IVACars.com is merely a marketing service that cannot guarantee, verify, or warrantee information about the products or the products themselves, which are placed on the Site by third parties or affiliates of IVACars.com. IVACars.com does not guarantee ANY vehicles sold. Note that these vehicles include but are not limited to damaged vehicles, salvage vehicles, repossessed vehicles, and clean title vehicles.
- This site is provided to you as an "AS IS" and "WHERE IS" basis without any warranty, express or implied, including but not limited to any warranty of fitness for a particular purpose or merchantability.

- Vehicles sold by IVACars.com have no factory warranties or other warranties of third party. IVACars.com does not guarantee any manufacturers warranties, books, records, or previous defects such as, but not limited to—hidden damages, repairs, air bags, frames, bumpers, or any other vehicle body damages, electrical damages, and/or mechanical damages.
- IVACars.com does not guarantee whether a vehicle runs or not and does not know the time the vehicle has been sitting.
- IVACars.com and its affiliates do not guarantee that keys are available for any vehicle sold through IVACars.com regardless of whether keys are present in online vehicle images or were present in the vehicle prior to the time of purchase.
- IVACars.com does not possess car information other than the one provided on the screen. The products have not been independently verified or authenticated in whole or in part by IVACars.com.
- IVACars.com is not responsible for the transfer or delivery of the vehicles.
- The descriptions, pictures, and other representations of products in this site may contain inaccuracies and errors. IVACars.com and its affiliates do not make any warranty with respect to the accuracy or completeness of any such information.
- No Warranty or insurance coverage is provided for ANY vehicle under no circumstance
- Some Jurisdictions permit vehicles to be sold with missing VIN plates, as a result IVACars.com and its affiliates do not guarantee that vehicles are equipped with any or all VIN plates.
- IVACars.com and its affiliates do not guarantee that vehicles meet or can be repaired to meet local emission and/or safety requirements.
- IVACars.com and its affiliates expressly disclaim the quality, suitability, 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 IVACars.com and its affiliates 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 IVACars.com. Vehicle information includes but is not limited to: year, make, model, condition, ACV, damage type, drivability, accessories, mileage, odometer disclosures, vehicle identification number (“VIN”), title, repair history, title history, and total loss history. IVACars.com and its affiliates expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through IVACars.com website.

III. TITLES/REGISTRATION

- IVACars.com and its affiliates do not guarantee that any vehicle sold can be legally registered in any state or country. Buyer accepts all risks associated with variations in vehicle title and registrations laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased through IVACars.com website.
- All salvage vehicles are assumed to have a branded title and will carry no clear title guarantee.
- DOT/DMV/MVD Paperwork Disclaimer: IVACars.com and its affiliates are not responsible for defects, errors, or omissions (i) related to motor vehicle department paperwork not processed by IVACars.com and its affiliates, or (ii) made by DOT/DMV/MVD.
- If you live outside the state of Texas, IVACars.com will mail your title through USPS to the address recorded in your account. This could take from 2-4 weeks. In rare cases it may take longer.
- If you live in the state of Texas, IVACars.com will have to register the vehicle for you with the state of Texas. You will first have to inspect the vehicle and request a green sheet from inspection locale. Once you have the green sheet ready, our title department will calculate your title registration cost and send you the Registration Invoice to your e-mail on file. You must then mail the green sheet and a money order for the amount stated in the Registration Invoice. Registrations are processed every Monday and Wednesday, plates and registration stickers are mailed by Friday. You will receive your title from the State of Texas within 2-6 weeks of the registration date.
- If the vehicle is to be exported outside of the U.S., the title will be marked as EXPORT ONLY. It is the responsibility of the buyer to comply with customs import/export procedures. Customs inspection, import fees, and proof of emissions compliance may be required.

IV. APPLICABILITY

Our services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Our services are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended IVACars.com members.

If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

IVACars.com controls and operates this site from its headquarters in the State of Texas of the United States of America. If you are a buyer from outside, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations.

The law of the State of Texas will govern any action related to this Policy. You agree to submit to the jurisdiction of the courts located in the State of Texas, for the resolution of all disputes arising from or related to this Policy and/or your use of IVACars.com site.

All customers who register to become buyers with IVACars.com agree to follow these rules. These constitute acknowledgement and agreement that all transactions are subject to the terms and conditions stated in this Terms of Sale Policy.

If you want to become a buyer you must agree, sign, notarize, and mail this Terms of Sale Policy to our mailing address. Note that by signing you are acknowledging that you have thoroughly read and understood this Terms of Sale Policy.

I, _____, would like to become a member and buyer of IVACars.com. I fully read and understood IVACars.com Terms of Sale Policy. I understand that all vehicles are sold with **ABSOLUTELY NO WARRANTY** and that IVACars.com will not be liable for any repairs done to the vehicles and will not be liable for any body, electrical, or mechanical problems in the future, present, or past. I also understand that IVACars.com has disclosed all vehicle information available to them and that if I cancel my offer after it has been accepted by the seller, I will lose my deposit. I hereby release IVACars.com and its affiliates for any errors or omissions in the descriptions/pictures provided in the site of IVACars.com. I understand that this contract is binding and final.

Printed Name: _____ Driver's License# _____

Signature: _____ Date: _____