

Last Updated: December, 14<sup>th</sup> 2018

## Terms of Use

### 1. Accepting These Terms

These stated Terms of Use (referred to as "Terms") form a legally binding agreement between the user ("you" or" your") and Hi5Cars.com, Inc. ("Hi5Cars" or" Hi5cars.com"). These Terms states all the rights and privileges you have when you make use of any of the features, tools, or services (collectively referred to as "Services") provided through any Hi5Cars.com website or the mobile site (collectively called "Sites") or web-based as well as mobile applications (referred to as "Apps") that are all associated with these Terms and Conditions. You invariable agree, by these Terms and our [Privacy Policy](#) ("Privacy Policy"), to be bound by it when you either:

- i. Access or make use of one or all of the offered services and/or
- ii. Set up an account ("Account") with the Hi5Cars.com.

You agree to have all disputes resolved through the arbitration provision and any right to have a judge or jury to decide on such conflicts have been waived or forfeited. You also let go of any right to take part in class actions, representative actions or class arbitrations. Section 13 contains an arbitration clause and class action waiver.

### 2. Use of Hi5Cars.com Services and Offers

#### A. Eligibility

You are only eligible to use these offers and services if you are at least eighteen (18) years of age and have legal capacity for forming a binding agreement under the law with Hi5Cars.com. In case you are using these services on behalf of another entity, you agree to have the required authority to do so. Not conforming to abide by these rules and regulations or Terms and [Privacy Policy](#) means you may not access or use or register for any of the said offers and Services.

#### B. Our Services

The Service we offer contains useful tools such as;

- Search for a Vehicles (CARS) – this service allows you to search through our catalogue and inventory of vehicles to make a

choice as well as obtain the financial specs as well as arrange the delivery of the selected vehicle(s) (where applicable)

- Sell or Trade-in a Vehicle – this service allows you to submit all the relevant information pertaining to your vehicle for an appraisal. This process will lead to a decision by Hi5Cars.com to either purchase your vehicle or not.
- Submits Content – this allows connection with all other users on Hi5Cars.com in an Interactive zone where ideas and information are shared, recommendations made, reviews are given, etc. All contents submitted through these parts are referred to as "Submissions." Therefore, these submissions are further defined below.

### **C. The Trade-in Appraisal Tool**

On Hi5Cars.com, we offer you a service that helps to evaluate the values of the vehicle based on a set of criteria in a Trade-In/Appraisal section (The "Appraisal Tool"). To make use of this Appraisal Tool, the user must have submitted all the required information about the said vehicle. This information or data include

- i. Photos
- ii. VIN
- iii. Mileage
- iv. Description
- v. Any other relevant information that is essential or as may be required.

All this information is submitted through upload into an internal memory system which is thoroughly assessed by our professional management team. After such an assessment has been carried out, we may then contact users for special offers for your vehicle purchase. Please note that Hi5Cars.com makes no appearance or representation for the accuracy or efficiency of the Appraisal Tool, so you are advised to use it at your own risk.

### **3. Your Account with Us at Hi5Cars.com**

Users are entirely liable for all actions and the actions of others that may have access to your account. In case of any unauthorized access to your account or breach of your account security, please notify Hi5Cars.com immediately.

#### **A. Setting Up an Account**

An account may be required to be opened by

- i. Providing all the required information on Hi5Cars.com or
- ii. Make use of an already existing social media network account. You may not open more than one account on Hi5Cars.com. You are also responsible for maintaining confidentiality to your password and other login details. Thereby, Hi5Cars.com will not be liable for any harm caused to you as the user or any separate identity related to your account. You may not use any other entity or person's account or identity without authority.

#### **B. Closing your Account**

The first step towards terminating your account with us is to send a general email to [sales@Hi5Cars.com](mailto:sales@Hi5Cars.com) supplying all the necessary information that will help to identify the account to be closed. Note, however, that once an account is closed, it is at the discretion of the admin to delete, retain or make unavailable all of its information. In case of loss of information or data of a closed account, Hi5Cars.com will not be liable for it.

### **4. Information and the Contents on Offered Services**

#### **A. Accessible Contents through Our Services**

The Services include our principal proprietary contents as well as licensed contents of other platforms, which in any case may consist of texts, data, pictures or photographs, video files, audio clips, posts or comments, logos, brands, button icons, GUI interactive features, interfaces, graphics, illustrations, software, compilations of more than one of these or others. Or other resources (such as an article or support services, or FAQs), and any related documentation or know-how skills, designs, materials, specifications as well as finally the "look and feel" of the whole substance of Services (which is collectively referred the Content).

We also do our part in ensuring that all the necessary, helpful information is provided. These, however, are not the substitutes for any professional advice you may need to make your judgement. Be prepared to endure any error or inadequacy that may still be present in the Services content.

#### **B. Receiving Information through Our Services**

Whatever information you obtain through our site or services is "as is" and "as available." We cannot assure you that information is up-to-date or correct.

Therefore, Hi5Cars.com is not in any way responsible for any found errors; be it typographical or omission related to pricing, photograph or text or any other type of information that is located within the Services. Hi5Cars.com also reserves the right to reject or rule out any order that is placed for such products or services or vehicles at prices that are incorrect, whether the orders were confirmed or not, or whether payment has been initiated or not. However, if payment has been completed before cancellation, Hi5Cars.com is obliged to refund such payment after necessary deductions such as transaction, service and other fees, as applicable, have been made.

If you discover at any point, that any material or information is inaccurate, please don't hesitate to send us an email at [sales@Hi5Cars.com](mailto:sales@Hi5Cars.com), and give us a brief description of the inaccuracy.

## **5. Breaking the Law**

If at any point, we get the impression that you are breaking the law, which is unsuitable, or there is an abuse of any infrastructure, you may be stopped from accessing our services immediately. Breach of Terms or our Privacy Policy may also expose you to either civil or criminal liability.

### **A. Responsibility for Submissions**

Your submissions include all the contents that you

- i. Have posted to our interactive platforms or our branded social media pages or forums on third-party offers and services and
- ii. Tag us, our products, or services in it, including on your social media accounts or other similar services.

You as a User are entirely responsible for all of such submissions. All the submissions posted, accessed and viewed are at the owner's risk. Hi5Cars.com cannot make any outright or implied warranty about the accuracy, legality, copyright compliance or any other form of any posted submission.

Without setting any limit on the preceding discussion, you can't use our stated Services to submit or upload any Submission of the following characteristics;

- Relating to a vehicle, if
  - i. You are not the rightful owner of such vehicle or
  - ii. The vehicle was not registered in your name or

- iii. You do not in any way have the legal right as provided to sell such a vehicle
- If the reason for submitting is to compete in any way, with Hi5Cars.com or our Services
- That has in it, undesired promotional offers, advertising, competitions, raffle draws, advertising, etc.
- That is deliberately fabricated, illegal, inaccurate, inappropriate, false, misleading or offensive
- That causes an infringement of violation of intellectual property or other stated rights of Hi5Cars.com or any other third party, or that violates any rule, regulation, contractual duty or law
- That contains an entity's or a person's identification documents or any sensitive financial information without the requisite authority or permission to do so.
- That crosses or violates any other restriction provided to you or
- If on behalf of another person or entity, if such other person or entity would break any one of the above-stated limits

Hi5Cars.com has no obligation whatsoever but still reserves the right to edit, review or delete any Submission for reasons or no reason whatsoever, out of our sole discretion. In addition to this, Hi5Cars.com can also limit the storage size or space made available for Submissions.

#### **B. More on Prohibited Conducts**

You may not do the following through the Service that we Offer;

- Under pretence, state or otherwise misrepresent yourself or your affiliation to any entity or person or make an impression that you or your vehicle or your business have been endorsed by Hi5Cars.com
- Use our services in illegal, immoral or unauthorized ways
- Use our services in a way that is racist, harassing, invasive, sexist, misleading, inflammatory, defamatory of Hi5Cars.com or any other Privacy or Publicity Rights or in any otherwise objectionable or offensive manner

- Use our services deliberately for the purpose or in a way that can cause harm to Hi5Cars.com, out of our own discretion, or harm any of our suppliers, contractors, agents, shareholders, employees, directors, affiliates, licensors, subsidiaries, sub-contractors, distributors, and/or service providers (these are the “Hi5Cars.com Representatives”)
- An attempt to interfere or disrupt the access to Services, operations of such service or the Network servers that host such Services
- Take off or detach from Contents or Services that has restriction signs that indicate the proprietary rights of Hi5Cars.com or any of its licensors or partners. These include proprietary notices such as ©, ™, or ®
- Bypass any restrictive or preventive measure meant to access the services
- Make use of any data mining, scrapers, robots or any method of data collection
- As a result of the connection, passes along with the Services a virus, Trojan horse, bug, malware, spyware or worm
- Make use of the Services for any other purpose for which Hi5Cars.com does not intend
- Violate or infringe any of the stated Terms or our [Privacy Policy](#)

### **C. Acts of Others**

Hi5Cars.com does not in any way have control over those using the Services. In particular cases, however, specific Services may allow you to interact with other users. Hi5Cars.com will not, therefore, be responsible for acts, behaviours, disposition or omissions or either individuals or any legal entity encountered during the Service transactions. However, Hi5Cars.com may also intervene or try to resolve any dispute that arises but has no responsibility to do so.

## **6. Intellectual Property**

A lot of time is put into the creation and the obtaining of valuable contents for the services. Kindly respect all of our rights as well as the rights of all our licensors and partners as regards such materials.

## A. Hi5Cars.com content

The trademarks of Hi5Cars.com include but not limited to "Hi5Cars.com," "Hi5Car.com," "HiFiveCars.com" and "HiFiveCar.com". All these intellectual property rights (including but not limited to copyrightable materials, patents, patent application, service marks, inventions, trade names, trade secrets, trademarks or trademark application, and domain names. Whether they are registered or even capable of being registered or not,) in or to the Contents and Services are owned or have been licensed to Hi5Cars.com and as such are protected by applicable copyright laws or some other forms of intellectual property laws.

Some of the contents displayed under Services are used with obtained permission from [Carfax, Inc.](#), [Dealer Socket, Inc.](#) or any other, and are protected under the United States and also International Copyright law. Such contents may be labelled as "© Carfax, Inc.." there may be the application of some additional terms and conditions to your use of such contents or unauthorized use of any kind, or reproduction, modification, or distribution of such materials are also highly prohibited.

In regards to these Terms, every user is entitled to a non-exclusive non-transferable, non-commercial, non-sub licensable and fully revocable limited license that you can use (for download or local display) of contents to use the Services according to the stated Terms and the [Privacy Policy](#). All the rights that are not granted under the state Terms or the Privacy Policy are assumed to be reserved by Hi5Cars.com and its licensors.

There are few other restrictions set in these Terms, or can be provided as time goes on,

- i. You should not:
  - a. Decipher, reverse engineer, disassemble or in any case attempt to pull out any source code or any underlying technical resource, idea or algorithms of any part of the described services (this also includes without limitation, all applications), except in cases where other applicable statutory laws and regulations expressly and prohibits explicitly this

- b. Translate, rewrite, or otherwise recreate any work that is derived from any part of our services or
- c. Sell, copy, lease, license, distribute or otherwise you may transfer any of the hereunder received rights, or you may use the Services to the benefits of a third party and
- d. (ii) you have no permission to use the Hi5Cars.com trademarks, any copyright content or any other intellectual property or that belongs to a third-party trademark in any part of the services or
- e. Sell, license, copy, distribute, rent, lease, distribute or use the Services for the advantage of third parties and
- f. (ii) You do not have the permission to use Hi5Cars.com trademarks, resources, copywriter content or any other intellectual property or any third-party trademark whatsoever appearing on or through the services directly or indirectly without a proper prior written content. You shall, therefore, abide by all the laws that apply to national, state, local or even international rules and regulations.

## **B. Your Submissions**

There must be enough self-sufficient or adequate intellectual property rights that addresses all Submissions provided through the Services, without the breach or violation of any third-party laws, directives, rules or regulations. You must have all the necessary agreements and authorizations that are required for using the Submissions. You also agree that all the information submitted or uploaded by (excluding those of Personally Identifiable Information that has already been described in the [Private Policy](#) and your financial information) is non-confidential and therefore may become publicly available.

You already grant Hi5Cars.com a perpetual, royalty-free, non-exclusive and worldwide license to a public display, distribute, publicly reform, reproduce, communicate, host, publish, make modifications or derivative of, store and use any of the Submissions you have made that is in connection with the Services, any format of media and through any channel of the social media, whether as known today or those that will be developed in the future for operations, marketing and improvement of Services. You also merely permit Hi5Cars.com to attribute you as connected with your Submissions. By means of this you waive all the rights of privacy or publicity that relates to this. Sometimes with



your permission, our employees or our drivers may take photos of you and the vehicles you have sold or bought through our services. These photos will still be considered as Submissions and are made subject to these terms.

### **C. Feedback**

By this agreement, you also acknowledge that all suggestions, ideas, comments, and questions you provide to Hi5Cars.com (Feedback) have become our exclusive and sole property without paying you any compensation. However, at our discretion, we decide whether to make use of the feedback or not. You have at this point assigned all of your rights to Hi5Cars.com including title and interest in your input, which may include but not limited to copyrights, trade secrets, patent rights and trademarks.

### **D. Linking to Hi5Cars.com**

You are permitted to connect to any of our services on your rightfully owned properties provided that: (i) this link does not indicate nor imply connection or any approval of Hi5Cars.com nor portray Hi5Cars.com in an offensive or a false manner, and (ii) when we request the removal of such link, you do so immediately

### **E. The DMCA Policy: Notice and Takedown Process**

Hi5Cars.com adopts the following policy as general toward any copyright violation of law according to the Digital Millennium Copyright Act. If there is an impression that any of the presented content on any Service infringes your work with copyright, do not hesitate to send Hi5Cars.com's agent a notice to receive notification of the acclaimed infringement ("Designated Agent") @ Hi5Cars.com, INC. c/o General Counsel 1410 Beach Channel Dr., Far Rockaway NY 11691 [sales@Hi5Cars.com](mailto:sales@Hi5Cars.com). Kindly add the information below in your notice:

- An authorized signature of the person who acts on behalf of the copyright owner
- Precise identification of the works or content whose rights has been infringed
- Accurate identification of the material that has been breached with enough details so that Hi5Cars.com can easily find and verify the actual act of the infringement
- The contact information of the party that notifies the Agent

- A statement of good faith and belief that the infringed material is not authorized by the copyright owner, his agent nor the law that holds
- An official announcement, made under jury with the penalty that all the provided information is accurate and that the notifying party has the authority to make such complaint on behalf of the copyright owner

When we get the notice, actions are initiated by discretion which includes the removal of the alleged violated content or material.

### **7. Third-Party Content and Services**

Third party contents and services may include such materials that Hi5Cars.com has not reviewed nor approved. More so, some of the said services may also contain links to non-Hi5Cars.com websites, products, and services. These are the links that serve the convenience, the sites and services that are applicable that are not under your control, and we do not assume nor endorse any responsibility for such.

In some individual cases, however, the access you have to use the Services may be dependent on the software, hardware and other systems and equipment in use, that are provided by these third party providers that are not within our control. We are not responsible and cannot represent accurately that all portions of the said Services can be accessed through all devices, or through all service or carrier plans or from all geographic locations.

The access you use to any of the non-Hi5Cars.com websites or services or the reliance upon their content is at the user's risk. Most of the link sites or services already have their peculiar legal documents which include the terms of use and their privacy policies that govern their applications. Ensure that you review these said terms before using any of the products and services.

### **8. Messages and Mobile Services**

As part of the services, we may communicate with you or you may interact with other users through SMS, MMS or other forms of text messages within mobile functions ("Text Messages") – but mind you, not while driving of course. Also, we can decide to use an autodial whenever we communicate with you. Kindly note also that the charges for the text messages may still apply to either sending or receiving Text messages. When you register an

account with us with your phone number supplied, or making use of any of our listed services with active communication via Text messages, you automatically consent to receive Text messages from Hi5Cars.com. However, you may decide to opt out receiving these messages in the nearest future. If you do, you may not have some other Services work for you anymore.

## **9. Termination**

If we feel at any point that you are breaking the laid down rules, we may disallow you from using our Services. Failure to comply with these Terms or [Privacy Policy](#), Hi5Cars.com may also temporarily suspend or permanently terminate your account with us. Another option is that we may block or restrict specific access or functioning of some services. Also, Hi5Cars.com may disengage from providing some services for any or no reason at all at any point in time. If, as a user, for any reason you no longer consent to our Terms and [Privacy Policy](#), you may stop using the Services (and cancel all your active accounts). This will also serve as the sole remedy in case of such circumstances. When the termination of an account is made by either you or Hi5Cars.com:

- You will not be able to use of our Services anymore
- All the right that you have gained under the Terms and Privacy Policy is terminated automatically, and
- At the sole discretion of Hi5Cars.com, individual data such as contents and submissions may be retained or deleted

The provisions by ownership, submission licenses, and feedbacks, DMCA policy, Liability Limitation, Arbitration of Class Action Waiver, Disclaimer of Warranties, Indemnification, Governing Laws and Jurisdiction as well as the general sections of these Terms will not be terminated. The other provisions of the Terms that by nature should survive termination would also do.

## **10. Disclaimer of Warranties**

Where we guarantee the safety of the use of all the Services, Hi5Cars.com does not and will not represent or ensure that any of the Services will be available at all times or free of computer viruses or other risky threats.

To the extent or legal permission, all Services and Contents are provided "as-is." Hi5Cars.com and the Hi5Cars.com representatives disclaim all kinds of

warranties as regards the use of all the Services that includes without exception to any;

(i) Warranties in regards to operations, reliability, accuracy, completeness, suitability, quality or information or content display on or through such services;

(ii) The guarantees of the title and non-infringement; and

(iii) The warranties of use that are implied, fitness or merchantability of specific purposes, the title and non-infringement to such services, contents or the Submissions, and those that arise from in the course of usage of trade or deals. You agree that the use of all the Services, Submissions and Contents is at your own risk. Hi5Cars.com or Hi5Cars.com representatives including our third-party service provider do not guarantee or represent that these Content or Submissions are complete, error-free, accurate, current and reliable.

Additionally, under no circumstance will Hi5Cars.com or any of its representatives be liable to whether you nor any third party for consequences to you or others that might have arisen from some technical issues or errors to the decision made or actions that have been taken by you or any other party involved directly or indirectly with these Services.

Some rules of law do not permit set limitations and exclusions above. In this case, the full extent of these set exclusions may not be relevant.

### **11. Liability Limitations**

As permitted by the law and to its extent, Hi5Cars.com or Hi5Cars.com representatives are not liable to you or any third party for:

- (i) Indirect, special, exemplary, punitive, consequential, incidental damages under such legal theory as (including without exclusion limitation, negligence, tort, contract or any other) that arises from or directly related to Terms Services, Content or [Privacy Policy](#);
- (ii) Cost of procurement of technology, substitute goods or services or
- (iii) Damages of any kind whose aggregate exceeds the greater of
  - a. The amount you paid (if you paid any) to Hi5Cars.com for the use of the applicable services for the last twelve (12) month period or
  - b. USD \$100.00

Some laws do not permit to exclude or limit the set rules above. In such cases, the full extent of these limitations and exclusions need not apply.

## **12. Indemnification**

You consent to hold harmless, indemnify and defend Hi5Cars.com and Hi5Cars.com representatives from or against any seemingly or actual threatened claim, liability, loss, third-party discovery demand, proceeding, damages, expenses, costs and an investigation that includes reasonable attorney's fees that arises as a result of about:

- (i) Your use or even misuse of the offered Content and Services
- (ii) Your appropriation about the Services and other third-party through the Services
- (iii) Your submissions
- (iv) When you violate of the Terms or [Privacy Policy](#)
- (v) Your breaking of any of the third party privileges and
- (vi) Any damage you may have caused to any third party user relating to the Submissions, Content or Services.

Hi5Cars.com has the sole right to assume when necessary, an exclusive defence or control of any kind in the subject to indemnification by you. This also will not in any way excuse your indemnity duties and, in such events, or circumstances. You agree to fully cooperate with the admin of Hi5Cars.com until all available defences can be ascertained. You also agree that you may not settle any matter that is subject to indemnification by you without obtaining Hi5Cars.com's written approval before this.

## **13. Arbitration Agreement and the Class Action Waiver (Kindly read this carefully because it affects your Rights)**

We hope that under no circumstance shall we have any dispute of any kind with you. But in case this happens, these are the actions that follow;

### **A. Agreement to Arbitrate**

The easiest ways to resolve a difference is by putting a call to our Customer Service Department at 718.37.2200 or send us an email to [sales@Hi5Cars.com](mailto:sales@Hi5Cars.com). In the event of failure to address the issue of disputes and claims with one another, Hi5Cars.com and you agree to resolve these disputes or claims through binding individual arbitration except you to reject this provision of mediation expressly by writing to us within 30 days as stated with the

subsection (J) below. "Disputes and Claims" can be primarily construed to include past occurrences and or future claims that relate to these Terms and the Use of the Services, and privacy or publicity rights. If, however, you have violated or threatened the intellectual property rights, we may seek an injunctive or any relief we deem appropriate in a state or federal court of the State of New York.

### **B. Class Action Waiver**

Both you and Hi5Cars.com waive rights to a trial by jury or participation in a class action. Arbitration under this guide will occur individually. Therefore, class arbitrations and class actions are in no case allowed. Also, you agree not to take part in any claim against Hi5Cars.com that is brought to a private attorney general or a representative capacity that has consolidated claims that involves another person's account. Either party, however, may decide to bring an individual action in small claims before the court. If you or we then appeal or transfers the small application to another court, however, we reserve the right to elect arbitrations.

### **C. General Information**

Arbitration is an easier going serving than a typical lawsuit in court. They use a neutral arbitrator to stand in the place of a judge or jury. This allows for a limited discovery of facts and is often subject to a limited review by the courts. Arbitrators can award similar or the same damages and relief granted by the court that includes attorneys' fees where the law permits.

### **D. Notice of Arbitration**

An arbitration seeking party first needs to send through a certified mail a written notice of dispute ("Notice") to the other party. If sent to Hi5Cars.com it should be addressed to Hi5Cars.com, Inc., Attn: General Council, 1410 Beach Channel Dr., Far Rockaway, NY 11691. This Notice must (i) clearly show the nature and basis of such dispute or claim and (ii) proffer specific relief that is sought ("Demand"). However, if demand cannot be resolved after 30 days of serving the Notice, you or Hi5Cars.com reserve the right to commence an arbitration proceeding pursuit. Also, during the arbitration, the amount of settlement that has been made by Hi5Cars.com or you shall not be stated to the arbitrator until when the amount entitled to by you or Hi5Cars.com has been determined by the arbitrator.

### **E. Administrator**

Administration of arbitration shall be handled by (i) JAMS, under its [Comprehensive Arbitration Rules and Procedures](#) and in line with its expedited procedures as contained in the rules and regulations, or (ii) American Arbitration Association in line with the [Consumer Arbitration Rules](#). Therefore, if you start off arbitration, any of the administrator options above are open to you. Contrary, if Hi5Cars.com begins mediation, you have 20 days to select the administrator. If you fail to do so within specified time frame, we reserve the rights to choose one. If the administrator selected by a party is unwilling or unable or fails to serve furthermore as an administrator, then either you or Hi5Cars.com may choose another administrator. If neither administrator is willing or able to serve as an administrator, then the parties involved selects an administrator at random, that must be either a retired judge or a lawyer with at least 15 years of legal experience.

### **F. Venue**

An arbitration location should be proximate convenient to your residence.

### **G. Expenses**

Both Hi5Cars.com and you are responsible for the charges of the administrator and the arbitrator, and each party is customarily required to pay under the law and applicable rules to that proceeding. In regards for personal attorneys, each party will be responsible for its attorneys, witnesses, and experts fees. An exception to this is wherever the law or a separate agreement provides recovery of attorney's expenses from the other party.

### **H. Governing Law**

This arbitration agreement is governed by the Federal Arbitration Act ("FAA"). The said arbitrator is obliged to apply all substantive law that is consistent with the FAA and that applies to different statues and limitations or claims of privilege. In the civil procedure or provision of evidence, the arbitrator shall not use federal or state rules. Also, the arbitrator will not have authority to award damages or remedies that conflict with these terms in question, except, it has been request otherwise provided by the appropriate law. Each party may make a timely for a very brief written explanation of the basic reason for the arbitration award. Any judgment on the arbitrator's award may also be entered in any court with the appropriate jurisdiction. On the other hand, the

arbitration and the award shall be kept confidential. The arbitrator's final verdict is final and binding on all parties except a reservation of appeal that is provided by the FAA. Either party can also appeal the award to a three-arbitrator member panel that is overseen by an administrator. The appealing party, however, bears the cost of such appeal, unless the appropriate law or the rules of administration proves otherwise.

#### **I. Survival and Severability**

The provision of the arbitration survives the termination of your relationship with Hi5Cars.com which may involve the Use of the Services. When there is a conflict between this provision by arbitration and the arbitration rules as applicable or other provisions of the Terms or any other agreement between us, this provision by arbitration governs any Dispute or Claim between Hi5Cars.com and You, as clearly defined by these Terms. If any court of law or an arbitrator feels that any part of this arbitration provision is invalid or cannot be enforced under any statute or regulation that is consistent with the FAA, then the remaining portions of such rule by arbitration shall also be enforceable even despite that invalidity. However, if the prohibition is such as class relief, and proceedings, as stated in subsection (B), is found to be unenforceable or invalid during any proceeding, then this entire provision of arbitration (except this very sentence) should become null and void in relation to such proceeding, and subject to appeals of such restriction or voiding.

#### **J. Opting Out**

To reject this provision, Hi5Cars.com must get signed writing ("Rejection Notice") from you within 30 days from the date of the first acceptance of the Terms (unless the applicable law allows a more extended period). When sending a rejection notice, it must include; (i) name (ii) the username and the account number where appropriate (iii) mailing address; and (iv) a statement that affirms that you do not wish to resolve disputes with Hi5Cars.com through the arbitration method, mailed to Hi5Cars.com, Inc., Attn: General Counsel, 1410 Beach Channel DR. Far Rockaway, NY 11691 through a certified mail with a return receipt requested. An act of rejecting this arbitration will in no way affect other aspects of the Terms; neither will it affect other existing or future arbitration agreement between Hi5Cars.com and You.

#### **14. Changes to Services or Terms**



Regularly, our Terms and Services need fine-tune which we do. Hi5Cars.com reserves an exclusive right to change these Terms and Services at any time we deem fit and for any reason. Therefore, we advise that you revisit these pages more often to observe changes. If Hi5Cars.com makes any changes, however, you will get a notification either by email or a posting on the Services. All these changes are valid according to the date that is indicated on top of the page as "Last Updated." Your continued use of the Services after these changes means acceptance of these changes and agreement to be bound by them. If Hi5Cars.com also feels out of its discretion that any of the Terms and Services need an amendment to comply with specific legal requirements, such modifications may be adjusted immediately as required by that constitutional mandate without any prior notice.

Hi5Cars.com also has the right to terminate either temporarily or permanently operations of any or all Services without any prior notice, whether on a general or specific basis any time. As a result, all information that has been made available on the appropriate Service may be removed or utterly deleted, and you are required to have a copy of the information that you submit to Hi5Cars.com. Please note that Hi5Cars.com will not be responsible for any change, discontinuance, or suspension of services to any third party, as that may occur in the connection to it.

### **15.US Government**

All services are subjected to the trade laws and regulations of the United States of America and other countries too, including that of the Export Administration Regulations (EAR, 15 CFR Part 730 et seq.). They are also subject to sanction programs that are administered by the Office of Foreign Assets Control (OFAC, 31 CFR Part 500). You may not transfer, import, export or re-export or otherwise use any of the Services we offer in violation of any of these laws and regulations including engagement of any unauthorized deals that involves:

- (i) A country with a U.S. embargo on her,
- (ii) a party that is found on any restricted person list, for instance, the OFAC Specially Designated Nationals List, or the Commerce Department's Denied Persons List and Entity List; or
- (iii) the build, manufacture, production, or development of a nuclear missile or biological or chemical weapons. When you use these Services, you present a

warrant that you do not belong to any of such countries or on any of such lists. You may not take part in activities that may cause either or both parties to violate any of these laws or regulations and such that can indemnify Hi5Cars.com for penalties, fines, or other liabilities that are incurred by us for the failure to comply with this provision.

## **16. General**

- a. These Terms make up a complete agreement between you and Hi5Cars.com as regards the use of all and any of the offered Services that has been detailed in here, and this supersedes all prior agreements between you and Hi5Cars.com as it relates to such use.
- b. These Terms are ruled by the laws of the State of New York, without any conflict of law rules and that of the United States of America
- c. The stated Terms in here do not and shall not be construed to start off any relationship nor partnership, agency, employer-employee, joint-venture, or franchisor-franchisee relationships between You and Hi5Cars.com
- d. Any section title, caption, summaries or heading that is found in these Terms is there as a matter of convenience and shall not in any wise affect the interpretation. Any use of words such as "including" "such as" or "for example" in all these Terms shall be properly read and understood and then appropriately followed "without any limitation."
- e. When either party fails to enforce or exercise the right or provisions by the Terms or any prior versions of the Terms, it shall turn into a waiver of such right or provision wither in that case or any other instance. If at any point, any of the provision of these Terms deem unlawful or void or is seen as unenforceable for any reason, then the rule shall be amended as soon as possible to comply with the appropriate law. This, however, shall not affect its validity or enforceability of any remaining provisions
- f. We may assign at any point in time any right or obligation under these Terms without restriction but you may only do so after receiving our written consent. An amendment to the Terms must, therefore, be done in writing and be accompanied by a signed

entity by both the Hi5Cars.com and you. All the correspondence between you and Hi5Cars.com shall be in English language only

- g. You shall and at this moment waive the California Civil Code Section 1542 or any similar law of any similar jurisdiction that says in substance that: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.”

17. Any Questions? In case of any question, you might like to ask us, feel free to send us an email through [sales@Hi5Cars.com](mailto:sales@Hi5Cars.com)