

Curbie Terms of Use

Curbie Cars Inc. ("**Curbie**") OWNS AND OPERATES THE WEBSITE LOCATED AT www.curbie.ca ("**Website**"). THESE TERMS OF USE APPLY TO ALL USERS OF THE WEBSITE, INCLUDING USERS WHO UPLOAD ANY MATERIALS TO THE WEBSITE, USERS WHO USE SERVICES PROVIDED THROUGH THIS WEBSITE, AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THIS WEBSITE.

BY USING THIS WEBSITE YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN DO NOT USE THIS WEBSITE OR ANY OF ITS CONTENT OR SERVICES. THESE TERMS OF USE MAY BE AMENDED OR UPDATED BY CURBIE FROM TIME TO TIME WITHOUT NOTICE AND THE TERMS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE FOR ANY CHANGES. YOUR USE AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF USE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS. ANY NEW FEATURES THAT MAY BE ADDED TO THIS WEBSITE FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS OF USE, UNLESS STATED OTHERWISE. YOU SHOULD VISIT THIS PAGE PERIODICALLY TO REVIEW THESE TERMS OF USE.

- 1. The Service.** Curbie is a service that facilitates the purchase and sale of used cars (the "**Service**"). The Service is currently targeted towards residents of Saskatchewan, Canada (the "**Service Region**"), however the Services are also open to non-Saskatchewan residents as well and may be expanded to serve other locations in the future. The Website may be accessed without registration, however in order to access the Service, you must be a registered user.

The Services governed by these Terms allow (or may allow you in the future) to:

- a. Purchase a Vehicle.** Curbie provides a platform that allows users to view vehicles listed by other users or by Curbie and purchase the vehicle and additional services associated with the purchase of the vehicle, such as certain warranties or third-party financing services, by (a) providing a searchable inventory of vehicles; (b) providing a mechanism to reserve the vehicle of your choice; (c) providing access to third-party services to apply for online vehicle financing and to estimate your monthly payment; and (d) to arrange for pickup or delivery of the purchased vehicle within the Service Region. Curbie offers a three (3) month "bumper-to-bumper" warranty on all Curbie vehicles above any remaining original vehicle warranties as well as flexible return policies for cash and financed sales (see the warranty and return policy information provided at www.curbie.ca and in the Vehicle Purchase Agreement, which is provided at the time of sale).
- b. Sell your Vehicle.** Curbie allows users to sell their vehicles through the following process. The first step is completing our Sell A Car form found at www.curbie.ca/sell. Curbie uses this information to assess the value of the vehicle, subject to a driveway inspection. If you like the appraised value, you may book a drive-way inspection through which an inspector is dispatched to your home, or a location mutually agreed upon in advance by Curbie and You, within 2 days. The inspector will examine the vehicle and take photographs.

If the vehicle passes the inspection, the inspector will provide you with a final offer for your vehicle. The offer is valid for 3 business days. You may accept the offer on the spot or contact Curbie later to advise of acceptance and schedule pick-up of the vehicle. We will disburse funds by wire transfer or by cheque at the time of vehicle pick-up.

- c. Submit Content.** The Website may include interactive areas where users may connect with each other, share information, vehicle histories and reviews. All content submitted by users to Curbie is governed by the Terms and Conditions contained herein and Curbie's Privacy Policy.
- 2. Third Party Payment Providers.** Curbie provides access to certain online payment services and third-party financing services which are rendered by independent contractors (the "**Third Party Payment Providers**"). Any credit card details which users provide to Curbie with respect to the Curbie Services may be transferred to these Third Party Payment Providers. You are solely responsible for your use of any services provided by the Third Party Payment Providers and in such cases, the Third Party Payment Provider's terms of use and privacy policy govern your use of such services.

3. **Content.** All information, data, text, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Website by viewers or users whether in forums or otherwise ("**User Content**"), is the sole responsibility of such viewers or users. This means that the viewer or user, and not Curbie, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the Service. Curbie does not control or actively monitor User Content and, as such, does not guarantee the accuracy, integrity or quality of such content. Users acknowledge that by using the Service, they may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will Curbie be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials or any defects or errors in any printing or manufacturing, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Service.
4. **Restrictions on User Content and Use of the Service.** Curbie reserves the right at all times (but will have no obligation) to remove or refuse to distribute any User Content and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public.

In using the Website and/or Service You shall not:

- a. copy any content unless expressly permitted to do so herein;
- b. upload, post, email, transmit or otherwise make available any material that:
 - i. is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
 - ii. You do not have a right to make available under any law or under a contractual relationship;
 - iii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
 - iv. is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - v. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or that of any users or viewers of the Website or that compromises a user's privacy; or
 - vi. contains any falsehoods or misrepresentations or create an impression that You know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- c. impersonate any person or entity or misrepresent their affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Website or impersonate another person or organization;
- e. interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- f. use the Service in any way or for any purpose that harms or endangers Curbie or its affiliates, agents, resellers, licensors, subsidiaries, officers, directors, shareholders, employees, sub-contractors, distributors, service providers and/or suppliers

- g. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
- h. collect or store personal data about other users or viewers;
- i. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website or Service;
- j. modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service or any software provided as part of the Website, except to the extent the foregoing restrictions are expressly prohibited by applicable law; or
- k. register for the Service on behalf of a group or corporate entity.

You also agree not to access the Website in a manner that utilizes the resources of the Website more heavily than would be the case for an individual person using a conventional web browser. Notwithstanding the foregoing, operators of public search engines may use spiders or other bots for the purpose of creating publicly available searchable indices of the materials on this Website.

5. **License of Content.** By submitting, posting or displaying User Content on or through the Service, you grant us (and our agents) a non-exclusive, royalty-free license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such User Content. Curbie will not be responsible or liable for any use of User Content in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit.
6. **End User License.** Except for User Content, this Website, and the information and materials that it contains, are the property of Curbie and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to the terms of this Agreement, Curbie grants you a non-transferable, non-exclusive, license to use the Website for your use (the "**License**"). Nothing in the Terms gives you a right to use the Curbie or Curbie names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website. Any future release, update, or other addition to functionality of the Website shall be subject to the terms of these Terms.
7. **Feedback.** If You provide Curbie with any suggestions, comments or other feedback relating to any aspect of the Website and/or Service ("**Feedback**"), Curbie may use such Feedback in the Website or in any other Curbie products or services (collectively, "**Curbie Offerings**"). Accordingly, You agree that: (a) Curbie is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to Curbie, (c) Curbie (including all of its successors and assigns and any successors and assigns of any of the Curbie Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any Curbie Offerings, and (d) You are not entitled to receive any compensation or re-imbusement of any kind from Curbie or any of the other users of the Website in respect of the Feedback.
8. **Advertising.** You acknowledge and agree that the Website may contain advertisements. If You elect to have any business dealings with anyone whose products or services may be advertised on the Website, You acknowledge and agree that such dealings are solely between You and such advertiser and You further acknowledge and agree that Curbie shall not have any responsibility or liability for any losses or damages that You may incur as a result of any such dealings. You shall be responsible for obtaining access to the Website and acknowledge that such access may involve third-party fees (such as Internet service provider access or data fees). You shall be solely responsible for any such fees and also for obtaining any equipment that is required to access the Website. It is your responsibility to ascertain whether any information or materials downloaded from the Website are free of viruses, worms, Trojan Horses, or other items of a potentially destructive nature.
9. **Links & Third-Party Websites.** This Website (including User Content) may contain links to other websites that are not owned or controlled by Curbie. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by Curbie of that third party, third party product or service. Curbie is also not responsible for the content of any linked websites. Any

third-party websites or services accessed from the Website are subject to the terms and conditions of those websites and or services and You are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any other website(s) does not imply that Curbie endorses or accepts any responsibility for the content or use of such websites, and You hereby release XYZ from all liability and/damages that may arise from Your use of such websites or receipt of services from any such websites.

10. Warranty and Return Policy.

- a. **3 Month Bumper-to-Bumper Warranty.** To alleviate the anxieties of buying used autos sight-unseen, Curbie offers you a 3 month "bumper-to-bumper" warranty (the "**Warranty**") starting from the Warranty Start Date indicated on page 1 of your Vehicle Purchase Agreement. Specific terms of the Warranty are found in the Vehicle Purchase Agreement. The terms of this Warranty may change from time to time. You acknowledge that you have been made aware of the Warranty terms and conditions herein. The provisions contained and any additional or express warranty given herein does not limit or exclude the provisions of *The Consumer Protection and Business Practices Act* or other applicable legislation. *The Consumer Protection and Business Practices Act* or other applicable legislation may give greater rights and remedies.
- b. **500KM / 7-Day Return Policy.** For vehicles purchased from Curbie, you may test drive the vehicle for 7 days or 500 kilometers, whichever comes first. If you decide that you are not satisfied with your vehicle, you may return the vehicle and request a refund only within the 7 day period following receipt of your vehicle on the condition that you have driven fewer than 500 kilometers with that vehicle (the "**Return Period**") and that the vehicle has not been damaged. All returned vehicles are subject to inspection upon return. All fees related to vehicle financing are payable by you before the return is accepted. If you do not request a refund within the Return Period, you forfeit this option.

To prevent abuse of this return policy, Curbie reserves the right to refuse returns (or cancel sales) if a customer has already returned vehicles in the past or if, in our estimation based on past on experience with the customer, the customer seeks to use the return period as a free rental period.

11. DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS. THE WEBSITE, SERVICE, AND ALL MATERIALS PROVIDED THEREIN ARE PROVIDED "AS IS." CURBIE SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL.

THE USE OF THE SERVICE MAY ENABLE USERS TO FACILITATE A CONNECTION WITH THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THIRD PARTY SERVICE PROVIDERS OR OTHER USERS WHO MAY BE INTERESTED IN PURCHASING VEHICLES. CURBIE DOES NOT OWN, SELL, CONTROL, MANAGE, OPERATE, ENDORSE, SPONSOR AND IS NOT IN ANY WAY WHATSOEVER INVOLVED WITH SUCH THIRD PARTIES. CURBIE DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE WEBSITE OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE WEBSITE, AND CURBIE SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY. CURBIE WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE SERVICE.

CURBIE ALSO OFFERS AN APPRAISAL TOOL AND/OR SERVICE TO ASSESS THE VALUE OF CERTAIN VEHICLES BASED ON CERTAIN CRITERIA. CURBIE MAKES NO REPRESENTATIONS REGARDING THE APPRAISAL TOOL AND/OR SERVICE AND/OR ITS ACCURACY.

- 12. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL CURBIE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE THIS WEBSITE OR THE SERVICE, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE WEBSITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE WEBSITE, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITE OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE. THESE LIMITATIONS SHALL APPLY EVEN IF CURBIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CURBIE'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY U.S. DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID CURBIE IN THE PRIOR 12 MONTHS (IF ANY) THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
- 13. INDEMNIFICATION.** YOU SHALL INDEMNIFY AND HOLD CURBIE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCURRED IN CONNECTION WITH ANY MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE SERVICE AND/OR ANY VIOLATION BY YOU OF THESE TERMS OF USE.
- 14. Termination.** Curbie may, under certain circumstances and without prior notice, immediately terminate Your ability to access the Website or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms of Use or any other agreement that You may have with Curbie (including, without limitation, non-payment of any fees owed in connection with the website or otherwise owed by You to Curbie), (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance or material modification to the website (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by You, directly or indirectly, in fraudulent or illegal activities. Termination of Your access to the Website may also include removal of some or all of the materials uploaded by You to the Website. You acknowledge and agree that all terminations may be made by Curbie in its sole discretion and that Curbie shall not be liable to You or any third-party for any termination of Your access to this Website or for the removal of any of the materials uploaded by You to the Website. Any termination of these terms of use by Curbie shall be in addition to any and all other rights and remedies that Curbie may have.
- 15. Availability & Updates.** Curbie may alter, suspend, or discontinue this Website at any time and for any reason or no reason, without notice. The Website and Service may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Curbie may periodically add or update the information and materials on this Website without notice.
- 16. Security.** Information sent or received over the Internet is generally unsecure and Curbie cannot and does not make any representation or warranty concerning security of any communication to or from the Website or any representation or warranty regarding the interception by third parties of personal or other information. You are responsible for safeguarding the password that you use to access the Service and you are responsible for any activities or actions under your password. You agree to keep your password secure. Curbie will not be liable for any loss or damage arising from your failure to comply with these requirements.
- 17. General.** These Terms of Use, together with the Curbie Privacy Policy, available at www.curbie.ca, constitutes the entire agreement between the parties relating to the Website and Service and all related activities. These terms of use shall not be modified except in writing signed by both parties or by a new

posting of these terms of use issued by Curbie. If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of Curbie to exercise or enforce any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Curbie must be in writing and shall only apply to the specific instance identified in such writing. You may not assign the terms of use, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without Curbie prior written consent.

If you have any questions about these Terms or if you wish to make any complaint or claim with respect to the Website or Service, please contact us at: hellocurbie@curbie.ca.

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