

Effective: 1 April, 2025

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To obtain access to certain services and features, you will be given an opportunity to register with the Service (your “**Account**”). As part of the registration process, you will be provided with a Login ID, password and, if applicable, Buyer Number. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to access the Service under the name of, another person or entity. If IAA has reasonable grounds to suspect that information you provide as part of your registration is untrue, inaccurate, not current or incomplete, IAA has the right to suspend or terminate your Account and refuse any and all current or future use of the Service or other products and features (or any portion thereof). You are responsible for maintaining the confidentiality of your Login ID, password and Buyer Number, and for all activities that occur under your Account. If you discover or suspect any unauthorized use of your Login ID, password or Buyer Number or any other breach of security of your Account, you agree to immediately notify IAA's Online Customer Support Helpdesk at cservice@iaa.com. IAA is not responsible for any loss or damage to the extent caused by your failure to protect or to keep confidential your Login ID, password or Buyer Number in breach of these Terms of Use.

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You agree you will not interfere, in any way, with others' use of or access to the Service and will not attempt to gain unauthorized access to the computer system of IAA or any other Service user, including any use or attempted use by you of another person's password and account information. In addition, you agree not to provide to IAA any false information, or to otherwise take any other action in connection with your use of the Service which violates any treaty, law or regulation and to fully comply with all applicable treaties, laws, rules and regulations in your use of the Service.

You agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy, mine, extract, screen scrape or use the Service, or any portion thereof (including information regarding vehicles offered at auction or the results of any auction). You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Service.

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You agree not to upload on or transmit to or via the Service any User Content which: (i) infringes or otherwise violates any copyright, patent, trademark, trade secret, trade name or other proprietary right; (ii) is defamatory, libelous, harassing, expresses hate, or is unlawfully threatening; (iii) is pornographic, obscene or exploitative of a minor; (iv) contains or embodies a virus, worm, Trojan horse or other contaminating or destructive feature; or (v) otherwise violates any applicable treaty, law, rule or regulation including privacy laws.

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EXCLUDING ANY LIABILITY, LOSS OR COSTS TO THE EXTENT THAT IT IS OUTSIDE OF YOUR CONTROL OR CAUSED BY OUR MISTAKE, FRAUD, NEGLIGENCE OR WILFUL MISCONDUCT, YOU AGREE TO INDEMNIFY AND HOLD THE IAA PARTIES HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES, DISBURSEMENTS AND COURT COSTS) INCURRED BY ANY OF THE IAA PARTIES CAUSED BY:

- (I) YOUR VIOLATION OF THESE TERMS OF USE;
- (II) ANY NEGLIGENT OR FRAUDULENT ACT, ERROR OR OMISSION BY YOU; AND/OR
- (III) YOUR VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY.

ON PRIOR NOTICE TO YOU, WE RESERVE THE RIGHT TO ASSUME AT YOUR REASONABLE EXPENSE THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.

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You may stop using the Service at any time for any reason.

At any time, without notice to you, and for any or no reason, IAA may modify or discontinue the Service or any other content or features provided therein without compensation to you

Denial of Access

IAA may prohibit you from using or accessing the Service or any content or features available thereon or the Service Content for any or no reason, at any time, in its sole discretion, without notice to you.

Governing Law and Submission to Arbitration

The laws of the State of Victoria, Australia will govern these Terms of Use, without giving effect to any principles of conflicts of laws. By using the Services, you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia in relation to any dispute relating to the Services. You are responsible for your compliance with all laws and regulations applicable to your location. You agree that any action arising out of the Terms of Use or your use of the Service shall be submitted to and resolved only by binding arbitration instead of litigation. Both parties agree to share equally in the entire cost of conducting the arbitration, including the fees of the Arbitrator. The Federal Arbitration Act and federal arbitration law apply to arbitration under this Agreement. The parties agree that a party will bring all claims in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither party will be entitled to join or consolidate claims in arbitration. The arbitration shall be held only in Cook County, Illinois. Except as expressly provided herein, the arbitration shall be conducted in accordance with applicable rules and procedures established by the American Arbitration Association. One arbitrator shall be appointed in accordance with the Arbitration Rules (the "Arbitrator"). Any result reached by the Arbitrator shall be final and binding on all parties to the arbitration, and no appeal may be taken. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered thereupon by any court having jurisdiction.

Miscellaneous

Unless otherwise stated, materials and content on this Service are presented solely for promoting features, products and services in Australia . Information published on this Service may contain references to products, programs and services that are not announced or available in your country or region. We make no representation that such information, products, programs or services referenced on this Service are available or appropriate in your country or region.

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If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms of Use, and other terms and conditions within the Service, set forth the entire understanding between you and IAA with respect to the use of the Service and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and IAA with respect to such subject matter. For the purposes of clarify, nothing in these Terms of Use shall control, limit or override any Auction Rules or terms and conditions that apply if you are a Registered IAA Buyer.

Any notices or acknowledgements that are specified in these Terms of Use may be made using any contact information provided by you. You specifically consent to receive communications from us electronically via any e-mail address you provide and agree that such electronic communications satisfy any legal requirement that such communications be in writing.

Remedies

Unless provided to the contrary in this document, the rights and powers under this document are in addition to, and do not exclude or limit, any right or power provided by law or equity

Contact

If you have any questions relating to these Terms of Use, the Service or IAA, please contact: cservice@iaai.com.

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An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;

A description of the intellectual property right that you claim has been infringed;

A description of where the material that you claim is infringing is located on the Service;

Your address, telephone number, and e-mail address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.

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Intellectual Property Agent

Insurance Auto Auctions, Inc.

Two Westbrook Corporate Center,

10th Floor,

Westchester, IL 60154.

Phone: 877-937-4243 or 630-686-4097.

Fax: 630-382-5628.

Email: cservice@iaai.com

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