

Terms of use

The effective date: 3 May 2018

By using DEALERBAG site, DEALERBAG service or all applications (including mobile), provided by DEALERBAG (together - the "service"), or by accessing them in any way, you agree to these terms of use (the "Terms of Use"). The service is owned or managed by DEALERBAG OU ("DEALERBAG"). These terms of use determine your legal rights and obligations. If you do not accept these terms of use, you may not use or access the service.

In some cases, when we offer a specific function that is governed by specific conditions, such conditions apply in addition to these Terms of Use. In such cases, the individual conditions that govern this function will prevail these Terms of Use.

Note of Arbitration: If you do not refuse to settle disputes through arbitration and with the exception of certain types of disputes referred to in the "Arbitration" paragraph BELOW, YOU AGREE THAT Disputes between you and DEALERBAG will be resolved by arbitration on an individual basis, its decision obligatory for both parties, and you waive your right to participate in any collective arbitration.

Basic conditions

1. You can only use the Service if you are already 18 years old.
2. You are not entitled to publish photographs or other content containing images of violence, full or partial exposure, and also discriminatory, unlawful, infringing intellectual property rights, incitement to hatred, pornographic or having an erotic undertone.
3. You are responsible for all actions performed under your account and agree that you will not sell, transfer, license or assign your account, username and any rights to your account. With the exception of people and businesses that explicitly have permission to create accounts on behalf of their employers or customers, DEALERBAG prohibits making accounts for other people and you agree not to create accounts for anyone other than yourself. You also declare that all information provided by you to DEALERBAG after registration and in all other cases is true, accurate, up-to-date and complete, and you agree to update your information if necessary to ensure that it remains true and accurate.
4. You agree not to request, collect or use the login details of other DEALERBAG users.
5. You are responsible for confidentiality and ensure the security of your password.
6. You shall not vilify, harass or bully individuals or entities, annoy, threaten or imitate other individuals or entities, and agree not to publish personal and confidential information, including, among other things, credit card details, citizen number or other state identification number, personal telephone numbers or personal e-mail, addresses that belong to you or another person.
7. You may not use the Service for illegal or unauthorized purposes. You agree to comply with all laws, rules and regulations (for example, federal and local laws, as well as state laws) applicable to the use of the Service and your content (see definition defined below), including, without limitation, copyright.
8. You are responsible for your behavior and all data, text, files, information, usernames, images, photos, profiles, audio, video, sounds, musical works, applications, links and other

content or materials (together - "Content") that you upload, publish or display in the Service or via the Service.

9. You may not change, modify or modify the Service or change any other website in such a way that the user makes the false impression that such a site is linked to the Service or DEALERBAG.

10. You agree to access the API DEALERBAG only by means by DEALERBAG.

11. You do not have the right to create or send unsolicited e-mail letters, comments or other forms of commercial communication or causing anxiety messages (also known as "spam") to any DEALERBAG users.

12. You may not use domain names or URLs in your user name without the prior written permission of DEALERBAG.

13. You do not have the right to interfere with or disrupt the operation of the Service, servers or networks connected to the Service, including the transmission of worms, viruses, spyware and malware, or any other destructive or malicious code. You do not have the right to insert content or code, or otherwise modify or change the view of DEALERBAG page in the browser or on the user's device.

14. You may not create accounts in the Service using unauthorized means, including, but not limited to, the use of automated devices, scripts, bots, web spiders, crawlers or scrapers.

15. You may not attempt to prevent another user from using the Service in its entirety and do not encourage violations of these Terms of Use or other conditions of DEALERBAG or contribute to such violations.

16. Violation of these Terms of Use may result in the removal of your DEALERBAG account at the discretion of DEALERBAG. You are aware of and agree that DEALERBAG can not accept responsibility for the Content published in the Service and that you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use or create another risk or threat of legal action for DEALERBAG, we have the right to terminate the access to the Service in whole or in part.

General provisions

1. We reserve the right to change or terminate the Service at any time or to limit your access to the Service for any reason without prior notice and without any liability to you. You can deactivate your DEALERBAG account. If we block your access to the Service or deactivate your account, you will not be able to access your photos, documents and any other data through your account, but these materials and data may be stored in the Service and be available there (for example if other users have shared your content).

2. After the account has been deleted, all licenses and other rights that you have been granted by these Terms of Use will immediately cease to apply.

3. We reserve the right to change these Terms of Use at our discretion ("Updated Terms"). Except where changes are made for legal or administrative reasons, we will update the Terms within a reasonable period of time before they become effective. You agree that we may bring the Updated Terms to your knowledge by posting them to the Service and that your use of the Service after the entry into force of the Updated Terms (or other actions on your part that we have provided on reasonable grounds) means that you accept the Updated Terms. In

this connection, you must read these Terms of Use and any Updated Terms before using the Service. The Updated Terms become effective from the time of publication or from a later date that can be specified in the Updated Terms and from that moment on, they regulate any usage of the Service that will be arranged by you. For all disputes arising prior to the effective date of the Updated Terms, these Terms of Use apply.

4. We reserve the right to waive access to the Service for any person at any time for any reason.

5. We reserve the right to withdraw a username for any reason.

6. We may, but must not, remove, edit, lock, and (or) control content or accounts with Content that violates these Terms of Use, as determined at our sole discretion.

7. You are personally responsible for your interaction with other users of the Service, both on and offline. You agree that DEALERBAG is not responsible for the behavior of a user. DEALERBAG reserves the right, but is not obliged to check disputes between you and other users or join them. Use common sense and be sensible when dealing with others, including when downloading or publishing content, as well as personal or other information.

8. In our service or in messages that you receive from the service, there may be links to sites or third-party functions. Links to third-party sites or functions may also be present on images or in comments about the Service. In addition, the Service includes third-party content that we do not manage, support or approve. The functionality of the Service also allows interaction between the Service and third-party sites or functions, including applications that link the Service or your profile in the Service to sites or third-party functions. For example, Service may include a feature that allows you to share the Content of the Service or your content with third parties, and may be published in the public domain in third-party services or applications. If you want to use this feature, you usually have to log in to your account in this third-party service and do so at your own risk. DEALERBAG has no control over such web services and their content. You expressly acknowledge and agree that DEALERBAG is in no way responsible for such services and functions of third parties. YOUR CORRESPONDENCE AND BUSINESS TRANSACTIONS WITH THIRD PARTIES FOUND VIA THE SERVICE, ARE MADE EXCLUSIVELY BETWEEN YOU AND SUCH THIRD PARTY. You can, at your own discretion and at your own risk, use applications that link the Service or your profile in the Service with third-party services ("Application"), and such Application can interact with your profile on the Service, communicate with it, collect and (or) upload information to and from there. By using these Applications, you acknowledge and agree that: (i) if you use the Application to share information, you agree to the repost of information from your profile in the Service; (ii) your use of the Application may lead to disclosure of information about the identity and (or) link between this information and you, even if such information was not provided by DEALERBAG; and (iii) you use the Application at its own discretion and at your own risk and do not hold DEALERBAG Parties (see as defined below) responsible of the activities related to the Application.

9. You agree that you are responsible for the deletion of data that may be related to the use of the Service.

10. We prohibit the use of crawlers and scrappers, caching or otherwise obtaining access to the content of the Service in an automated manner, including, among other things, user profiles and photos (with the exception of the results of the use of standard search engine protocols and technologies used by these search engines, with the expressed permission of DEALERBAG).

Rights

1. DEALERBAG does not claim the ownership of Content published by you in the Service or with its assistance. But you give DEALERBAG non-exclusive, fully paid and not meaning any royalty, available for transfer and sublicensing, worldwide license to use the content you publish on the Service, in accordance with our Privacy policy, available at: <http://dealerbag.com/legal/privacy/>. You can decide who has access to your content and actions, including your photos, as described in the Privacy policy.

Part 2. Service revenues come from advertisements partially, so you can see ads and promos on the Service. You agree that DEALERBAG may place such advertisements and promotions on the Service or together with your content, near it, under it. The quantity, manner and scope of the demonstration of such advertisements and promotions may change without notice.

3. You acknowledge that we can not always mark paid services, advertising content or commercial messages with proper notes.

4. You state and guarantee that: (i) you own the content you have on the Service or with the use of the Service, or otherwise have the right to grant the rights and licenses as specified by these Terms; (ii) the publication and use of your content on the Service Service or with the use of the Service has not infringed the rights of a third party, including, without limitation, the right to privacy, the right of publicity, copyright, trademark law and (or) other intellectual property rights; (iii) you agree to pay any royalties, fees and other amounts due as a result of your publication of the Content in the Service or with the use of the Service; and (iv) you have the legal right and authority to accept these Terms of Use in your jurisdiction.

5. The Service contains Content that is owned or licensed by DEALERBAG ("DEALERBAG Content"). DEALERBAG Content is protected by copyright, trademark, patents, trade secrets and other laws, and in the relationship between you and DEALERBAG, DEALERBAG company owns all rights to the Content and DEALERBAG Service and keeps such rights on it. You will not remove, modify or hide copyright statement trademarks, service marks or other trademarks of the property attached or embedded in the DEALERBAG Content, and will not reproduce, modify, adapt, execute, display, publish, distribute, send, broadcast, sell, license or otherwise use DEALERBAG Content or base derivative works on it.

6. The DEALERBAG name and logo are DEALERBAG trademarks may not be copied, impersonated or used, in whole or in part, without the prior written permission by DEALERBAG, unless otherwise stated in the manual of the usage of the corporate identity, posted on : <https://www.dealerbag-brand.com/>. In addition, all page headers, special graphics, button icons and fonts are service marks, trademarks and (or) corporate identity of DEALERBAG and may not be copied, impersonated or used, in whole or in part, without the prior written permission by DEALERBAG.

7. Although DEALERBAG wants to maximize the availability of the Service, in some cases the work of the Service may be interrupted, including, among other things, planned maintenance or upgrades, emergency troubleshooting, but also disruptions in the network and (or) equipment. In addition, DEALERBAG reserves the right to remove Content from the Service for any reason without prior notice. Content that has been removed from the Service may be stored by DEALERBAG, including, to comply with certain legal obligations, but this Content will not be opened without a valid decision of the court. Therefore, DEALERBAG recommends that you have your own backup of your own Content. In other words, DEALERBAG does not work as data back-up service, and you agree not to rely on the Service as means of storage or back-up of the Content. DEALERBAG is not liable for any modification or suspension of the

Service or for the loss of Content. You also acknowledge that the internet may be a security breach and the downloading of Content or other information may be unsafe.

8. You agree that DEALERBAG is not responsible for the Content published on the site, nor endorses it. DEALERBAG company is not required to check, verify, edit or delete Content in advance. If your Content violates these Terms of Use, you may be legally responsible for the placement of such Content.

9. Unless otherwise provided in the Privacy Policy, located here: <http://DEALERBAG.com/legal/privacy/>, in the relationship between you and DEALERBAG any Content is not confidential and we are not responsible for any use or publication of the Content. You agree that your relationship with DEALERBAG is not confidential, fiduciary, and do not relate to any other type of special relationship, and your decision to provide all Content is not intended to put DEALERBAG in a position any different from that of general public in relation to your content. DEALERBAG has no obligation whatsoever to guarantee the confidentiality of your Content nor is responsible for the use or disclosure of any Content provided by you.

10. DEALERBAG policy is not to accept or review any Content, information, ideas, recommendations or other materials, with the exception of those specifically requested by us and to which certain conditions can be applied. This rule is aimed at, to avoid any misunderstandings if your ideas are similar to those already developed or are being developed by us independently of you. Accordingly, DEALERBAG does not accept ideas and materials provided by your initiative, and is not responsible for any materials or ideas sent in this connection. If, in spite of this rule, you decide to send us Content, information, ideas, recommendations or other materials, you agree that DEALERBAG may use such Content, information, ideas, recommendations or other materials for any purpose, including development and promotion of products and services without any liability to you or any payments in your favor.

Complaints about violation of copyright and other intellectual property rights

1. We respect the rights of others and expect the same from you.
2. We give you the tools to protect your intellectual property rights.
3. We will deactivate your account if we believe that it is appropriate in case of your frequent violations of intellectual property of others.

Rejection of guarantees

THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE DEALERBAG CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND "WITH ALL ERRORS", TO THE EXTENT PERMITTED BY LAW. IN NO WAY DEALERBAG, NOR OUR PARENT COMPANY, NOR ANY OF THEIR EMPLOYEES, DIRECTORS AND AGENTS ("DEALERBAG PARTIES") PROVIDE ANY WARRANTIES OR STATEMENTS, EXPRESS OR IMPLIED, WITH REGARDS TO THE: (A) SERVICE, (B) DEALERBAG CONTENT (C) USER CONTENT, OR (D) SECURITY OF DATA TRANSMISSION VIA DEALERBAG OR THE DEALERBAG SERVICES. ADDITIONALLY, DEALERBAG PARTIES HEREBY WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, INDUSTRIAL, BRANCH OR COMMERCIAL WARRANTY, GUARANTEE OF SUITABILITY FOR COMMON PURPOSES OR A PARTICULAR PURPOSE,

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DEALERBAG PARTIES DO NOT MAKE ANY STATEMENTS OR PROVIDE ANY GUARANTEES OF ERROR FREE OR UNINTERRUPTED SERVICE ACTIVITY, CORRECTION OF DEFECTS OR ABSENCE IN THE SERVICE OR ON THE SERVER PROVIDING THE SERVICE OF ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. DEALERBAG PARTIES DO NOT MAKE ANY STATEMENTS OR PROVIDE ANY GUARANTEES REGARDING ACCURACY, COMPLETENESS OR USABILITY OF INFORMATION (INCLUDING ANY INSTRUCTIONS) IN THE SERVICE. YOU ACKNOWLEDGE AND ACCEPT THAT USE OF THE SERVICE IS AT YOUR OWN RISK. DEALERBAG PARTIES DO NOT GUARANTEE THE LEGALITY OF USE OF THE SERVICE IN A PARTICULAR COUNTRY OR TERRITORY AND EXPRESSLY DENY SUCH GUARANTEES. IN SOME COUNTRIES AND IN SOME TERRITORIES SUCH DENIAL OF GUARANTEES IS LIMITED OR PROHIBITED, THUS THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU, TO THE EXTENT THAT THE LAWS OF THESE COUNTRIES OR TERRITORIES APPLY TO YOU AND TO THE PRESENT TERMS OF USE.

BY USING THE SERVICE OR BY ACCESSING IT, YOU STATE AND GUARANTEE THAT YOUR ACTIONS DO NOT CONTRADICT ANY LAWS IN ANY COUNTRY OR TERRITORY WHERE YOU HAVE ACCESS TO THE SERVICE OR USE IT.

DEALERBAG PARTIES DO NOT APPROVE ANY CONTENT AND EXPRESSLY DEBY ANY LIABILITY AGAINST PERSONS OR ENTITIES FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR OTHER OBLIGATIONS OF ALL TYPES OR NATURE IN CONNECTION WITH THE USAGE OF CONTENT OR RESULTING FROM IT.

Limitation of liability, Waiver

UNDER NO CIRCUMSTANCES IS ANY DEALERBAG PARTY RESPONSIBLE FOR ANY LOSS OR DAMAGE WHATSOEVER (INCLUDING WITHOUT LIMITATION INDIRECT, ECONOMIC, SPECIAL OR ANY OTHER LOSS) RELATED TO: (A) SERVICE; (B) DEALERBAG CONTENT; (B) USER CONTENT; (D) YOUR USE OR YOUR INABILITY TO USE THE SERVICE OR EFFICIENCY OF THE SERVICE; (D) ALL MEASURES TAKEN IN CONNECTION WITH THE INVESTIGATION MADE BY DEALERBAG PARTIES OR LAW ENFORCEMENT REGARDING THE USE OF THE SERVICE BY YOU OR OTHER PARTIES; (E), ALL MEASURES THAT MAY APPLY WITH REGARDS TO COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS ACTIONS; (F) ANY ERRORS OR OMISSIONS IN THE OPERATION OF THE SERVICE; OR (B) ANY DAMAGE DONE TO A COMPUTER, MOBILE DEVICE OR OTHER EQUIPMENT BY A USER, INCLUDING, WITHOUT LIMITATION, CAUSED BY A SECURITY BREACH OR A VIRUS, BUGS, HACKING, FRAUD, TECHNICAL MALFUNCTIONS, OMISSIONS, DEFECTS, DELAYS OF ACTIVITY OR TRANSMISSION, COMPUTER NETWORK DISRUPTIONS OR ANY OTHER TECHNICAL ISSUES OR OTHER VIOLATIONS OF USE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, GOODWILL LOSS, LOSS OF DATA, WORK SUSPENSION, INACCURATE RESULTS, OR COMPUTER OR ANY OTHER EQUIPMENTS MALFUNCTION, EVEN IF THE DAMAGE IS FORESEEABLE AND EVEN IF THE DEALERBAG PARTIES WERE WARNED OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGE, CAUSED BY A CONTRACT ACTION, INADVERTENCE, INCIDENCE, ABSOLUTE RESPONSIBILITY OR TORT (INCLUDING, AMONG OTHERS, CAUSED COMPLETELY OR PARTICULARLY BY NON-CAUTION, NATURAL DISASTERS, FAILURE OF COMMUNICATION SYSTEMS, THEFT, OR DESTRUCTION OF THE SERVICE). UNDER NO CIRCUMSTANCES DEALERBAG PARTIES SHALL BE LIABLE BEFORE YOU OR ANY OTHER PERSON FOR LOSS, DAMAGE OR

INJURY, INCLUDING, BUT NOT LIMITED TO, INJURY TO LIFE OR HEALTH. LEGISLATION IN CERTAIN STATES DOES NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES THE TOTAL LIABILITY OF THE DEALERBAG PARTIES FOR ANY DAMAGES, LOSSES AND CLAIMS WILL EXCEED \$100,00 (US DOLLAR ONE HUNDRED).

YOU AGREE THAT IN THE EVENT OF ANY DAMAGE, LOSS, AND INJURIES INFRINGED TO YOU RESULTING BY ANY DEALERBAG ACTION OR NON-ACTION, NO DAMAGE IS IRREPARABLE OR SUFFICIENT TO YOU TO LEAVE THE RIGHT TO A INJUNCTION OF ANY USAGE OF ANY SITE, SERVICE, RESOURCE, PRODUCT OR ANY OTHER CONTENT OWNED OR SUPERVISED BY DEALERBAG PARTIES, AND YOU MUST NOT PROHIBIT OR RESTRICT THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, DEMONSTRATION OR USE OF ANY SITE, SERVICE, RESOURCE, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY A DEALERBAG PARTY.

THROUGH ACCESS TO THE SERVICE, YOU REALIZE THAT YOU CAN HEREBY WAIVE ANY RIGHTS WITH RESPECT TO THE CLAIMS, WHICH YOU DO NOT KNOW OR SUSPECT ABOUT AT THE RELEVANT TIME, AND IN ACCORDANCE WITH THIS WAIVER, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD ARTICLE 1542 OF THE CIVIL CODE OR CALIFORNIA AND SIMILAR LAWS OF ANY STATE OR TERRITORY, AND REFUSE ANY BENEFITS OFFERED BY SUCH LAWS, INCLUDING FOLLOWING: "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. "

DEALERBAG IS NOT LIABLE FOR THE ACTIONS, CONTENT, INFORMATION OR DATA OF THIRD PARTIES AND YOU HEREBY RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, COMING AS A RESULT OF YOUR CLAIM TO ANY OF THESE THIRD PARTIES OR IN CONNECTION WITH THIS CLAIM.

Compensation of damage

You (and any third party on whose behalf you manage your account and perform actions in the Service) agree to defend (at DEALERBAG's request), reimburse cost and protect DEALERBAG Parties from all claims, liabilities, damages and costs, including, without limitation, reasonable fees and costs of lawyers, arising from or in any way related to any of the following factors (including as a result of your direct action in the Service or acts on your behalf): (i) your Content, access to the Service, or its use by you; (ii) an actual or alleged breach of these Terms of Use by you; (iii) your violation of the rights of third parties, including, but not limited to, the rights of intellectual property, publicity, privacy, property or private life; (iv) your violation of any laws, rules, regulations, codexes or orders of any government or semi-governmental organization, including, but not limited to, all regulating, administrative and legislative authorities; or (v) any false statements from your part. You will perform all necessary assistance to DEALERBAG while providing protection against any claims. DEALERBAG reserves the right to fully assume the defense and control of any cases related to the loss reimbursement made by you, and you agree not to close in any case any claim without the prior written agreement of DEALERBAG.

Arbitration

Except when you declare your rejection of arbitration or disputes are related to the following: (1) the intellectual property of you or DEALERBAG (eg trademarks, corporate identity, domain names, trade secrets, copyrights and patents); (2) violations of the API terms of use; or (3) Violations of the 13 or 15 of above stated Terms of Use ("except for a dispute"), you agree that any dispute between you and DEALERBAG (with or without a third party participation) in connection with your relationship with DEALERBAG, including, among other things, disputes relating to these Terms of Use, your use of the Service and (or) the rights to privacy and (or) the publicity will be resolved by arbitration on an individual basis under the guidance of the American Arbitration Association in accordance with its rules of procedure for resolving disputes, this arbitration solution will be binding, and you and DEALERBAG hereby expressly waive the handling of the dispute by a jury. You can also file a claim with your local small claims court if allowed by the rules. You can only submit a claim in your own name. Neither you nor DEALERBAG will not participate in the class action or collective arbitration in connection with a claim under this agreement. You also agree not to participate in representative conclusions, lawsuits filed in the public interest, or the joint claims relating to the account of another person, if DEALERBAG is a party to the proceedings. This provision on the settlement of disputes is regulated by the federal arbitration law. If the American Arbitration Association is unwilling or unable to set a date for a hearing within 160 (one hundred and sixty) days from the date of filing the application, DEALERBAG or you can file a claim to JAMS service. A decision to apply an arbitration decision can be made by any competent court. Notwithstanding the provisions of the current legislation, the arbitrator has no authority to reimburse losses, provide remedies, or award any amounts contrary to these Terms of Use.

You can refuse to enter into this arbitration agreement. In this case neither you nor DEALERBAG can oblige the other party to participate in the arbitration. To cancel the agreement, you must notify DEALERBAG in writing within 30 days from the date on which this arbitration clause takes effect for the first time.

You must enter your name and your real address, e-mail address you use for the DEALERBAG account and also openly express your wish to waive this arbitration agreement.

If it is recognized that the above prohibition of collective actions and other claims on behalf of third parties is not supported by the possibility of enforcement, the previous text of this section on arbitration will become invalid. The current arbitration agreement remains in effect after the termination of your relations with DEALERBAG.

Limiting the period for submitting claims

You agree that all claims arising from or related to your relationship with DEALERBAG will be submitted to the court within one year of the date of the incident; otherwise they will not be judged because of expiration.

Applicable law

If any provision of these Terms of Use is deemed unlawful, void or for any reason whatsoever not supported by the possibility of enforcement in the arbitration or competent court proceedings, this provision shall be severable from these Terms of Use and shall not affect the validity and enforceability of all of the other provisions. If DEALERBAG does not insist on strict compliance or enforcement of any provision of these Terms of Use, it should not be construed as a waiver of any provision or No single refusal to enforce any provision of these Terms shall be deemed as a refusal to seek the enforcement of this or any other provision in

the future. DEALERBAG reserves the right to change this position on the settlement of disputes, but these changes will not apply to disputes that arose prior to the effective date of the changes. The dispute resolution provision will continue to work after the termination of any interaction between you and DEALERBAG.

Full agreement

By using the Service on behalf of a legal entity, you ensure that you have the right to enter into an agreement on behalf of this legal entity. These Terms of Use represent the entire agreement between you and DEALERBAG and govern your use of the Service and supersede all previous agreements between you and DEALERBAG. You may not transfer these Terms of Use, transfer any rights or assign obligations under these Terms of Use, in whole or in part, voluntarily or by operation of law, without the prior written consent of DEALERBAG. Any attempt to assign privileges or delegate tasks on your part without the proper prior written consent of DEALERBAG is invalid. DEALERBAG may assign these Terms of Use or any rights thereon without your permission. If any provision of these Terms of Use proves invalid by a competent court or for whatever reason not supported by the possibility of enforcement, the parties agree that such a provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of the other provisions and the other provisions of the Terms of Use remain unchanged. Neither the established practice of relations between the parties nor commercial practices have any influence on these Terms of User. These Terms of Use do not give rights to third-party beneficiaries.

Territorial restrictions

The information on the Service is not for transfer or use by any person or legal entity in any jurisdiction or country where such transfer or use violates the laws and regulations, or serve as a basis for the any registration requirements of DEALERBAG in such a country or jurisdiction. We reserve the right to restrict access to the service, or any part thereof, to any person, geographic region or jurisdiction at any time and in our sole discretion and to the limit the quantity of any DEALERBAG Content, programs, products, services, or other functions.

The software associated with the Service or available in the Service may be subject to US export restrictions. In this connection, the Service's software is prohibited from downloading, exporting or reexported: : (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

Effective date of these Terms of Use: May 3, 2018 These terms of use are in English (US).