



TERMS OF USE

Revised: January 19, 2022

The following terms and conditions (these “**Terms of Use**”) constitute an agreement between you and us, our subsidiaries and/or affiliates, whether branded as “IAA”, “Impact Auto Auctions”, or otherwise (“**IAA**”) regarding use of and access to IAA’s websites (including the www.ca.iaai.com website), apps and programs and the services and content available via such offerings (collectively, the “**Service**”). **BY ACCESSING, BROWSING AND/OR USING THIS SERVICE, YOU ACKNOWLEDGE YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS PROVIDED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SERVICE AND EXIT IMMEDIATELY.**

IAA reserves the right to make changes at any time to the Service and these Terms of Use. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Service following posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use. Please check these Terms of Use periodically for changes and review them.

NOTE: Additional terms and conditions apply if you are a Registered IAA Buyer. Please review carefully the [Terms of Online Registration](#) and [Auction Policies and Arbitration Rules](#) for further information. Also, specific areas or portions of this Service may include additional or different terms relating to the use of such areas or portions or the rights or obligations of you or IAA. In the event of a conflict between such terms and these Terms of Use, such specific terms shall control.

Ownership of Content, Copyrights and Trademarks

All content on this Service, including, but not limited to, all photos, images, videos, text, data and data compilations, graphics, works of authorship, software, systems, designs, logos and button icons (collectively, “**Service Content**”); any improvements or modifications to such Service Content; any derivative works based on any of the foregoing; and the collection, arrangement and assembly of all such Service Content, are the property of IAA, its affiliates, business partners and/or licensors and are protected by Canadian and international copyright and other intellectual property laws.

The IAA logo and other marks that may be displayed on the Service are the proprietary service marks or trademarks of IAA or other third parties. IAA’S marks may not be used in connection with any product or service that is not IAA’S, including without limitation, in any manner that is likely to cause confusion among consumers, or to disparage or discredit IAA. All trademarks and service marks not owned by IAA that appear on this Service are the property of their respective

owners, who may or may not be affiliated with, connected to, or sponsored by IAA.

Except as expressly provided herein, nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret, trade name, company name or other proprietary right of IAA or any other individual or entity.

Registration

To obtain access to certain services and features, you will be given an opportunity to register with the Service (your "**Account**"). All such registration is subject to the [Terms of Online Registration](#).

Permitted Use and Restrictions

The Service includes various types of Service Content, as well as links to third party websites or content. You may download, view, copy and print information, materials and any other aspect of this Service (i) solely for your personal, informational purposes; (ii) provided that neither the materials, nor any proprietary notices or disclaimers therein, are modified or altered and (iii) and so long as you do not store any significant portion of, or distribute copies or make derivatives of, Service Content, in any form (including electronic means), without prior written permission from IAA. You agree you will not, in any way, modify, move, add to, delete, manipulate or otherwise tamper with the Service Content, nor will you decompile, reverse engineer, disassemble or unlawfully use the Service or Service Content or portions thereof, nor will you assist any person or entity in any way in these activities.

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.

Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, download, transmit, disseminate, redeliver using "framing technology," otherwise distribute, or commercially exploit in any way the Service or Service Content any portion thereof, without the prior written permission of IAA or its licensors.

Unauthorized Use of the Service

You agree not to access or attempt to access any password-protected portions of the Service without an authorized Login ID or password. IAA reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Service

including any use or attempted use by you of another person's password and account information. Our decision not to pursue legal action for any violation of these Terms of Use shall not be construed as a waiver of any provision of these Terms of Use or any legal rights of IAA.

Further, IAA reserves the right to deny access to the Service, or any content or feature provided via the Service, to anyone who violates this Terms of Use or any other applicable terms and conditions of use of the Service or portions thereof or who, in our judgment, interferes with the ability of others to enjoy this Service, or infringes the rights of others.

Links to Third Party Sites or Services

The Service may include links to the websites, content or services of third parties. IAA is not responsible for the content of any links, or any products, services or other materials relating to any linked site or service, or any link contained in a linked site or service. IAA does not control these third party offerings and is not responsible or liable for the content, products or services available through these offerings. The existence of links from the Service to such offerings should not be construed as an endorsement of any of the content, products or services appearing on such offering or as implying an association between IAA and the operators thereof. By using these third-party websites, content or services you may be agreeing to their terms of use and privacy policies. YOU HEREBY RELEASE IAA and its affiliates from any damages that you may incur, and agree not to assert any claims against them, arising from your use of these third-party websites, content or services or from your purchase or use of any third-party provided product or service.

Privacy

For information on how IAA collects, uses or discloses the personal information you may provide on this Site, read IAA's [Privacy Policy](#).

User Content

Certain features or areas of the Service may allow you to upload certain information or content to the Service, including your resume, videos, comments, feedback, and other information, data or materials (collectively, "**User Content**"). You acknowledge that you are responsible for the User Content you submit through the Service, and that you, and not IAA, will bear full responsibility for each item of User Content, including its legality, reliability, appropriateness, originality and copyright. Except where otherwise expressly provided by IAA or IAA'S [Privacy Policy](#), all such User Content shall be PROVIDED ON A NON-CONFIDENTIAL BASIS with no obligation on our part to keep such information secret. You retain all rights, title and interest in and to any and all User Content that you provide via the Service. Nonetheless, except as otherwise expressly provided by IAA, you agree that by submitting any User Content to IAA on or through the Service, you hereby grant to IAA a non-exclusive, perpetual, irrevocable, worldwide, unrestricted, sublicense able, royalty-free right and license to reproduce, copy, modify, adapt, publish, translate, create

derivative works based on, distribute, perform, display and/or otherwise use any such User Content in our sole discretion, including incorporating any such User Content in other works in any form, media, or technology now known or hereafter developed, and you represent and warrant that all moral rights or other non-assignable rights in uploaded User Content been waived for the benefit of IAA and its successors, assigns and licensees. YOU HEREBY RELEASE IAA from any liability under any legal theory in connection with the use, modification, sale, or disclosure of any User Content.

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 or the privacy rights of any individual; (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.

IAA does not necessarily endorse, support, sanction, encourage, verify, or agree with any comments, opinions, or statements of third parties as may be displayed on or transmitted via the Service. Any information or materials placed on the Service by third parties are the views and responsibility of those who post the statements, and do not necessarily represent the views of IAA. IAA reserves the right in its sole discretion to filter, censor, edit or regulate User Content and other information provided by third parties on this Service.

Disclaimer of Warranties

THE FOLLOWING DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IF YOU ARE A CONSUMER RESIDING IN A JURISDICTION THAT DOES NOT PERMIT SUCH DISCLAIMERS, INCLUDING QUEBEC, SUCH DISCLAIMERS SHALL NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, SERVICE CONTENT OR ANY INFORMATION, WEBSITES, SERVICES AND/OR MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SERVICE, IS AT YOUR OWN RISK, AND THAT ALL SUCH ACCESS AND ITEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, IAA DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND, LEGAL, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SERVICE, SERVICE CONTENT OR ANY INFORMATION, WEBSITES, SERVICES OR MATERIALS ON OR ACCESSED VIA THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IAA MAKES NO REPRESENTATION, WARRANTY OR CONDITION THAT (I) ANY OF THE INFORMATION ACCESSIBLE VIA THE SERVICE IS ACCURATE, COMPLETE, RELIABLE OR CURRENT (AND IAA IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SERVICE OR SERVICE CONTENT), (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SERVICE OR SERVICE CONTENT WILL BE ACCURATE OR RELIABLE, (III) THE QUALITY OF ANY VEHICLE OR CONTENT OBTAINED BY YOU THROUGH THIS SERVICE WILL MEET YOUR EXPECTATIONS, OR (IV) ANY ERRORS IN THIS SERVICE OR SERVICE CONTENT WILL BE CORRECTED. FURTHER, IAA DOES NOT MAKE ANY WARRANTIES OR CONDITIONS REGARDING THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE OF THIS SERVICE, THE INTERNET, COMPUTER HARDWARE OR SOFTWARE, OR ANY INTERNET ACCESS PROVIDER, TO SEND OR RECEIVE ANY ELECTRONIC TRANSMISSION. MOREOVER, WHILE WE MAKE REASONABLE EFFORTS TO ENSURE THE SECURITY OF OUR SYSTEMS, IAA MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

THE FOLLOWING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IF YOU ARE A CONSUMER RESIDING IN A JURISDICTION THAT DOES NOT PERMIT SUCH LIMITATION, INCLUDING QUEBEC, SUCH LIMITATIONS SHALL NOT APPLY TO YOU.

IN NO EVENT SHALL IAA OR ITS AFFILIATES, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MANDATARIES OR REPRESENTATIVES (COLLECTIVELY, THE "IAA PARTIES") BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND DIRECTLY OR INDIRECTLY ARISING FROM, RELATED TO OR RESULTING FROM THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SERVICE, SERVICE CONTENT OR ANY INFORMATION, WEBSITE, SERVICES OR MATERIALS AVAILABLE THEREON (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, ANTICIPATED PROFITS, BUSINESS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA OR SALE, COST OF SUBSTITUTE PRODUCTS OR SERVICES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING EXCLUSIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND EXTRA-CONTRACTUAL LIABILITY), CIVIL LIABILITY OR OTHERWISE, AND EVEN IF ANY

IAA PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

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 LEGAL FEES, DISBURSEMENTS AND COURT COSTS) INCURRED BY ANY OF THE IAA PARTIES DIRECTLY OR INDIRECTLY ARISING FROM, RELATED TO OR RESULTING FROM (I) YOUR USE OF OR RELIANCE ON THE SERVICE, SERVICE CONTENT OR ANY INFORMATION, WEBSITES, SERVICES OR MATERIALS CONTAINED, DISPLAYED OR AVAILABLE THEREIN, (II) YOUR VIOLATION OF THESE TERMS OF USE; (III) ANY ACTIVITIES RELATING TO YOUR ACCOUNT; (IV) ANY USER CONTENT PROVIDED BY YOU TO IAA; AND/OR (V) YOUR VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY. WE RESERVE THE RIGHT TO ASSUME AT YOUR EXPENSE THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.

Modification or Discontinuance of the Service by the Company

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. IAA shall in no way be held liable for any consequence which results from IAA'S decision to modify or discontinue providing the Service or any other content or features provided therein.

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

Except to the extent that the laws of your jurisdiction prohibit this choice of governing law and choice of venue provision (such as if you are a consumer residing in Quebec), (i) the laws of the province of Ontario will govern these Terms of Use and any claim or dispute arising out of or relating to these Terms of Use, without giving effect to any principles of conflicts of laws and (ii) you agree to bring any claims against IAA exclusively in the courts of Ontario.

Miscellaneous

Unless otherwise stated, materials and content on this Service are presented solely for promoting features, products and services in Canada. 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 legal, available or appropriate in your country or region.

You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. IAA'S failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless IAA agrees to such waiver in writing.

If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, the [Terms of Online Registration](#) and the [Auction Policies and Arbitration Rules](#) if you set up an account, 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 Policies and Arbitration 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.

Contact

If you have any questions relating to these Terms of Use, the Service or IAA, please contact: [Buyer Services](#).

Language

The parties have expressly requested that these Terms and all documents related thereto be drafted in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

Survival

Any provision of these Terms of Use that by their nature survive termination of your right to use the Service will survive such termination, including without limitation: Ownership of Content, Copyrights and Trademarks, Links to Third Party Sites or Services; Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Miscellaneous and Language.

Notice and Procedure for Making Claims of Intellectual Property Infringement

IAA respects the intellectual property rights of others. If you believe that any content available via this Service may infringe your copyrights or other intellectual property rights, please provide IAA the following written information:

- 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.

IAA'S agent for notice of claims of copyright infringement or other intellectual property infringement on the Service can be reached as follows:

Intellectual Property Agent

Please note that this procedure is exclusively for notifying IAA that your intellectual property rights have been infringed. Please be advised that IAA enforces a policy that provides for the termination in appropriate circumstances of users who are repeat infringers.