

NCRS CLASSIFIED ADS — TERMS AND CONDITIONS

1. **BACKGROUND AND GENERAL PROVISIONS.** National Corvette Restorers Society, Inc., a Michigan corporation with its principal business office located in Cincinnati, Ohio, (“NCRS”) through a link to its general website (the “Online Ads”) provides an opportunity for persons to purchase and sell new and used Products, accessories to Chevrolet Corvette automobiles and Chevrolet Corvette automobiles (“Products”) along with placing “wanted ads” for Products. By accessing or utilizing the Online Ads, you are a “User” and you accept and agree to all the provisions of these Terms and Conditions (the “Terms”). The Terms establish a binding and enforceable legal contract between each User and NCRS. NCRS may, from time to time, post changes to the Terms at any time and any number of times. All such changes are applicable to all subsequent access to or use of the Online Ads.

If you do not accept or agree to all provisions of the Terms, now or in the future, you may reject the Terms by immediately terminating all access and use of the Online Ads. Thereafter any continuing access or use of the Online Ads is unauthorized. All uses of the Online Ads must be in compliance with all applicable laws, rules and regulations applicable to your use of the Online Ads. The Online Ads is intended and designed for use by individuals who are eighteen years of age and older. Since the use of the Online Ads creates a binding legal contract, any access or use by anyone younger than age 18 is not authorized and is void *ab initio*.

The Terms grant a limited, revocable, nonexclusive license to access the Online Ads and use the Online Ads and its Content, in whole or in Product, including any intellectual property displayed in the Online Ads solely in compliance with the Terms. The Terms do not authorize you to use the Online Ads or any other intellectual property contained in it or displayed on it for any use pertaining to classified advertising, Internet advertising, social networks, online forms, online communication services or a similar or related use, or any other use that is likely to cause confusion on the Product of, to cause mistake by or to deceive the public as to any affiliation, connection, association, origin, sponsorship approval or endorsement by or with NCRS.

FUNCTION OF NCRS. The Online Ads is a marketplace that allows Users to offer, sell and buy only Products. As a marketplace NCRS does not own or sell any of the Products listed on the Online Ads. The actual transaction for the purchase and sale of Products is between the Users that are the buyer and seller of that particular Product. NCRS has no control over and does not guarantee the existence, quality, safety or legality of Products advertised; the truth or accuracy of Content; the ability of sellers to sell Products; the ability of buyers to pay for Products; or that a buyer or seller will ask a complete a transaction or return of an item.

DUE DILIGENCE. With respect to all matters of Content and User Conduct, you are solely responsible for your access to, use of and/or reliance upon any Content and User Conduct. You must conduct all necessary, appropriate, prudent or judicious investigation, inquiry, research and due diligence with respect to all Content and to any other User or User Conduct.

INDEMNIFICATION. You agree to indemnify and hold NCRS harmless from and against any third-party claim, cause of action, demand for damages related to or arising out of: (A) Content that you post or transmit (including but not limited to Content that a third-party deems defamatory or otherwise harmful or offensive); (B) activity that occurs through or by use of your account (including, without limitation, all Content posted or transmitted); (C) your use of or reliance upon any Content; (D) your own conduct or activities on, through or related to the Online Ads and related to or arising out of any

User Conduct or activities on, through or by use of your account, if any and (E) your violation of the Terms. This indemnification obligation includes payment of all attorneys' fees and costs incurred by NCRS.

BENEFIT. All references to NCRS shall also include all persons including its officers, directors, employees, independent contractors and Members together with all its affiliates, the successors and assigns of NCRS and the heirs, personal representatives and assigns of each individual who acts in any manner whatsoever on behalf of NCRS and its affiliates.

CONTROL OF THE ONLINE ADS. Generally Content consists of photographs and descriptive narrative language submitted in accordance with the criteria [INSERT SUB LINK]. NCRS has the sole right and authority, but not the obligation, to regulate Content in any medium or form whatsoever posted to, and stored on or transmitted via the Online Ads by any User (or any other third party in any manner); to regulate User Conduct; and to enforce the Terms, for any reason in any manner or by any means that NCRS, in its sole discretion, deems necessary or appropriate. NCRS may, in its sole discretion and without notice, start, stop or modify any regulation or enforcement measures at any time. NCRS action or inaction to regulate Content or User Conduct or to enforce against any potential violation of the Terms by any User (or any other third party) does not waive the right of NCRS to implement or not implement regulation or enforcement measures with respect to any subsequent or similar Content, User Conduct or potential violation of the Terms.

You agree that any action or inaction by NCRS to prevent, restrict, redress to regulate Content, or to implement other enforcement measures against any Content, User Conduct or potential violation of the Terms is undertaken voluntarily and in good faith. You expressly agree that NCRS shall not be liable to you or anyone else for any action or inaction to prevent, restrict, redress, or regulate Content or to implement other enforcement measures with respect to any subsequent or similar User Conduct or potential violation of the Terms.

NCRS also has the right in its sole discretion and without prior notice to any User to limit, modify, interrupt, suspend or discontinue all or any portion of the Online Ads at any time. NCRS shall not be liable for any such limitations, modifications, interruptions, suspensions or discontinuance, or any purported losses, harm or damages arising from or related thereto.

RESTRICTIONS ON USER ACTIVITY. Users may not circumvent any technological measure implemented by NCRS to restrict the manner in which Content may be posted or to regulate the manner in which Content (including but not limited to email) maybe transmitted to other Users. This prohibition includes, without limitation, a ban on the use of multiple email addresses (created via an email address generator or otherwise); the use of multiple IP addresses (via proxy servers, modem toggling, or otherwise); CATCHA circumvention, automation or outsourcing; multiple and/or fraudulent accounts, including phone-verified accounts, URL shortening, obfuscation or redirection; use of multiple phone lines or phone forwarding for verification; and Content obfuscation via HTML techniques, printing text on images, inserting random text or Content "spinning".

A User may only have one account and may not create or use additional accounts for the purpose of circumventing technological restrictions (security measures) to the posting process or otherwise for posting Content in violation of the Terms. A User may create an account only on his or her own behalf. A User must not permit, enable, induce or encourage others to create accounts for him or her. The creation of accounts for others is expressly prohibited. Each User must use only his or her own account

and shall not use any account of another. A User must create his or her account personally and manually and may not create accounts by any automated means.

2. CONTENT AND CONDUCT.

CONTENT. NCRS does not control, is not responsible for and makes no representations or warranties with respect to any Content (see #3 for the Representations and Warranties made by Users in connection with the posting of Content). You are solely responsible for your access to, use of and/or reliance upon any Content. You are responsible for any Content that you post or transmit and, if you create an account, are responsible for all Content posted or transmitted through or by use of your account. The following categories are expressly prohibited (1) illegal Content; (2) Content in the facilitation of the creation, advertising, distribution, provision or receipt of illegal goods; (3) offensive Content of any nature; (4) Content that discloses the personal, confidential proprietary information of any other person; (5) false or fraudulent Content; (6) malicious Content (including, without limitation, malware or spyware); (7) Content that offers, promotes, advertises or promotes links to posting or auto-posting products or services, account creation or auto-creation products or services, flagging or auto-flagging products or services, bulk telephone numbers, or any other product or service that if utilized with respect to the Online Ads would violate the Terms or other legal rights of NCRS; and (8) Content that offers, promotes, advertises provide links to unsolicited products or services.

You automatically and irrevocably grant and assigned to NCRS, and you represent and warrant that you have the right to grant and assign a perpetual, irrevocable, unlimited, fully paid, fully sub-licensable (through multiple tiers), worldwide license to copy, perform, display, distribute prepare derivative works from including, without limitation, incorporating into other works) otherwise use any Content that you post.

CONDUCT. NCRS does not control, is not responsible for and makes no representations or warranties with respect to any User or User Conduct. You are solely responsible for your interaction with or reliance upon any User or User Conduct. You are also responsible for your own Conduct and activities on, through or related to the Online Ads, and, if you create an account on the Online Ads, you are responsible for all conduct or activities on, through or by use of your account.

3. REPRESENTATIONS AND WARRANTIES WITH RESPECT TO PRODUCTS. Each User with respect to each Product that is posted by the User makes the following irrevocable, continuing and unconditional representations and warranties to NCRS and all other Users: (A) the User is the sole and lawful owner of each Product; (B) each Product is free of all liens and encumbrances of any nature whatsoever.

4. POSTING AND ACCOUNTS.

POSTINGS. The same or substantially similar Content may not be posted in more than one category. A User may not post Content to inappropriate categories. It is expressly prohibited for any person to post Content on behalf of another. Users must post Content only on their own behalf, and may not permit, enable, induce or encourage any third party to print Content for them. No Content may be posted by using any automated means. Users must post all Content personally and manually through all steps of the posting process. No User may develop, offer, market, sell, distribute or provide an automated means to perform any step of the posting process (in whole or in Product). Any User who develops, offers,

markets, sells, distributes or provides an automated means to perform any step of the posting process (in whole or in Product) shall be responsible and liable to NCRS for each instance of access to the Online Ads (by any User or other third-party) using that automated means.

ACCOUNTS. A User may maintain and use no more than one account to post Content.

5. **UNAUTHORIZED ACCESS AND ACTIVITIES.** To maintain the integrity and functionality of the Online Ads for its Users, access to the Online Ads that are harmful to, inconsistent with or disruptive of the Online Ads and/or its Users beneficial use and enjoyment are expressly unauthorized and prohibited. Any effort to decompile, disassemble or reverse engineer or any Product of the Online Ads in order to identify, acquire, copy or emulate any source code or object code is prohibited. Any activities that are inconsistent with use of the Online Ads in compliance with the Terms or that may impair or interfere with the integrity, functionality, performance, usefulness, usability, signal-to-noise ratio or quality of all or any Product of the Online Ads in any manner are expressly prohibited. Any attempt to engage in, or to enable, induce, encourage cause or assist anyone else to engage in, any of the above unauthorized and prohibited access activities is expressly prohibited and is a violation of the Terms.

6. **USER COMMUNICATIONS, TRANSACTIONS, INTERACTIONS, DISPUTES AND RELATIONS.** NCRS is not a party to and has no involvement or interest in and makes no representations or warranties as to and have no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other User, person, or organization.

7. **FEES.** NCRS charges a fee to post Content. You are responsible to NCRS for all fees applicable to Content that you post or Products you purchase or that are purchased through your account. You authorize NCRS, or its designated payment processor, to charge your specified credit card, debit card or other payment method for such fees. All fees are in United States dollars and all charges will be made in United States dollars. Any applicable sales or other taxes are additional to the stated fee. Currency exchange settlements and foreign transaction fees are based on your agreement with your credit card or other payment method provider. Except as provided by law, all fees paid are non-refundable. Payments and purchases may not be canceled by the User, except as required by law. NCRS reserves the right to refuse or terminate any purchase or offer to purchase at any time in its sole discretion.

8. **DISCLAIMERS.** Your access to, use of and reliance on the Online Ads and Content accessed through the Online Ads is entirely at your own risk. The Online Ads and all Products posted on it are provided on an “as is” or “as available” basis without any warranties by NCRS of any kind. All express and implied warranties (including, without limitation, warranties of merchantability, fitness for particular purpose, and non-infringement of proprietary rights) are expressly disclaimed. Without limiting the foregoing NCRS also disclaims all warranties for or with respect to: (A) the security, reliability, timeliness, accuracy and performance of the Online Ads and Content accessed through the Online Ads; (B) computer worms, viruses, spyware, adware and any other malware, malicious code or harmful conduct or components access, received or disseminated through, related to or as a result of the Online Ads content accessed through the Online Ads; (C) any transactions or potential transactions promised or exchanged, information or advice offered or exchanged, or other content, interactions, representations or communications through, related to or as a result of use of the Online Ads or Content accessed through the Online Ads (including, without limitation, access through any links on the Online Ads or in Content). These disclaimers shall apply to the fullest extent permitted by law which may be limited in some jurisdictions as to disclaimer of implied warranties.

9. **LIMITATION OF LIABILITY**. NCRS shall under no circumstances be liable for any access to, use of or reliance on the Online Ads Content accessed through the Online Ads by you or anyone else, or for any transactions, communications, interactions, disputes or relations between you and any other person or organization arising out of or related to the Online Ads for Content accessed through the Online Ads, including but not limited to liability for injunctive relief as well as for any harm, injury, loss for damages of any kind incurred by you or anyone else (including, without limitation, direct, indirect, incidental, special, consequential, statutory, exemplary or punitive damages, even if NCRS has been advised of the possibility of such damages). This limitation of liability applies regardless of, is not restricted to, whether the alleged liability, harm, injury loss or damages arose from authorized or unauthorized access to or use of the Online Ads or Content accessed through the Online Ads; any ability to access or use the Online Ads or Content accessed through the Online Ads; or a removal, deletion, limitation, modification, interruption, suspension, discontinuance or termination of the Online Ads or Content accessed through the Online Ads. These limitations shall also apply with respect to damages resulting from any transactions or potential transactions, goods promised or exchanged, information or advice offered or exchanged, or other content, interactions, representations, communications or relations through, related to or as a result of the Online Ads or Content accessed through the Online Ads (including, without limitation, any links on the Online Ads and links and Content accessed through the Online Ads).

You release NCRS and any person acting on its behalf and their respective affiliates, successors, predecessors, assigns, heirs, successors and assigns, from any and all claims, demands and damages of any kind and nature, known and unknown, direct and indirect, suspected and unsuspected disclosed and undisclosed, arising out of or in any way related to the Online Ads or Content accessed through the Online Ads, or any interactions with others arising out of or related to the Online Ads and Content accessed through the Online Ads, and you expressly waive the provisions of California Civil Code Section 1542 (and any similar laws in other jurisdictions), which provides: “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 may have materially affected his settlement with the debtor.”.

These limitations shall apply to the fullest extent permitted by law.

10. **INJUNCTIVE RELIEF**. You agree that any violation or breach of the terms may cause NCRS immediate and irreparable harm and damages; consequently, notwithstanding any other provision of the Terms or other applicable legal requirements, NCRS has a right to, and may in its discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders without the requirement to post any bond of any nature whatsoever) and seek permanent injunctive relief regarding any violation or breach of the Terms. In addition to any and all other remedies available to NCRS in law or in equity, it may seek specific performance of any term in the Terms, including but not limited to buy preliminary or permanent injunction.

11. **DAMAGES**. In addition to any injunctive relief, you agree to pay to NCRS, the total amount of all actual damages (including but not limited to, direct, indirect, consequential and incidental damages) caused by any violation of the Terms for which you bear responsibility.

12. **PRIVACY**. NCRS has established a privacy policy governing the collection, use, and disclosure of User information.

13. **MISCELLANEOUS**. These Terms constitute the entire agreement between you and NCRS and supersede any prior written or oral agreement. Other than persons acting on behalf of NCRS, there are no third-party beneficiaries to the Terms.

And all claims, causes of action or disputes (regardless of theory) between you and NCRS arising out of or related to the Terms, the Online Ads or Content accessed through the Online Ads shall be governed by the laws of the state of Ohio without regard to conflict or choice of law principles. You and NCRS agree that any such claims, causes of action or disputes shall be brought exclusively in courts located within the county of Hamilton, Ohio and you and NCRS agree to submit to the personal and exclusive jurisdiction of such courts. You further agree that regardless of any statute or law to the contrary, you must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred. If any provision of the Terms is found by a court of competent jurisdiction to be unenforceable, all other provisions of the Terms shall remain in full force and effect.

14. **EFFECTIVE DATE**. These Terms are effective as of October 20, 2013 and replace all prior versions.