

UK, APAC & Rest of World (excluding EU, USA & Canada) Terms and Conditions

WHO WE ARE

- 1) Subject to paragraph 1.3, if you reside in the United Kingdom, the Channel Islands, the Isle of Man, or the rest of the World (excluding Australia, the United Arab Emirates, the EU, and the USA/Canada) you are entering into a contract with Prixvo L.L.C-FZ, with the registered office at The Meydan Hotel, Grandstand, 6th floor, Meydan Road, Dubai, UAE for the use of our Site (as defined below).
- 2) Subject to paragraph 1.3, if you reside in Australia or the United Arab Emirates, you are entering into a contract with Prixvo L.L.C-FZ, with the registered office at The Meydan Hotel, Grandstand, 6th floor, Meydan Road, Dubai, UAE for the use of our Site (as defined below). If you reside in Australia or the United Arab Emirates, references to “Prixvo” / “we” / “us” and “our” in these Terms is a reference to Prixvo L.L.C-FZ.
- 3) If you are using the Site with respect to Private Sales, you are entering into a contract with Prixvo L.L.C-FZ, with the registered office at The Meydan Hotel, Grandstand, 6th floor, Meydan Road, Dubai, UAE.
- 4) Separate versions of these Terms for if you reside in the EU or the USA/Canada can be found on the drop down menu on the Terms and Conditions page of our Site.

ABOUT OUR TERMS

- 1) These Terms explain how you may use this website www.prixvo.com and/or any mobile application, services, products or tools (the “Site”). In addition to these Terms, the following terms apply to your use of the Site:
 - a) Our privacy policy is available here, which sets out the terms on how we handle your personal information; and
 - b) Our cookie policy is available here, which sets out information about the cookies on our Site.
- 2) You should read these Terms carefully before using the Site.
- 3) By accessing or using the Site or otherwise indicating your consent, you agree to be legally bound by these Terms and the documents referred to in them.
- 4) If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 5) If you have any questions about the Site, or you would like to make a complaint about our services, please contact us by e-mail on: info@prixvo.com.
- 6) Where we have received a complaint by you in relation to our services, we shall acknowledge your complaint within two (2) Working Days and subsequently conduct reasonable investigations into it. If, after such investigation, we establish that there may be an issue with our services, we shall, at our sole discretion, either:
 - a) take steps to remedy the defect in our services; or
 - b) where you have already paid our fees in accordance with clause 15, refund you a fair proportion of those fees paid; or
 - c) where you have not already paid our fees in accordance with clause 15, charge you a fair proportion of fees (including no fees, where reasonable).

7) If you've contacted us and you feel that we haven't resolved your complaint satisfactorily, please email or write to our Head of Dispute Resolution: Email: legal@prixvo.com.

DEFINITIONS

“Seller’s Information Package” (“SIP”) means any package listed on the Site via a Live Auction, Buy Now, or Make an Offer listing, including the Seller's contact information associated with Vehicles, Automobilia, or any related documentation. The SIP does not include ownership or possession of any Vehicle or Automobilia itself.

“Automobilia” means any items listed on the Site that are not a Vehicle but are related to one, including but not limited to number plates, tyres and rims, parts, accessories, and manuals. Automobilia listed on the Site is associated with the sale of the Seller's contact information.

“Buyer” means a person who registers with us and is accepted to submit bids for the purchase of a SIP, which consists of the Seller's contact information associated with a Vehicle, Automobilia, or related documentation. The Buyer does not acquire ownership or possession of the Vehicle or Automobilia through winning the auction.

“Buy Now” means the "Buy Now" sales format, as described in clauses 6.8 and 11.11, where a Buyer can purchase the SIP at a set price. This transaction does not include ownership or possession of the Vehicle or Automobilia.

“Content” means any text, images, video, audio, or other multimedia content, software, or other information or material submitted to or on the Site.

“Classified” means a classified SIP placed by a Seller on the Site for the potential sale of the Seller's contact information associated with a Classified Vehicle, other than via a Live Auction, Buy Now, or Make an Offer listing, pursuant to clause 7 of these Terms. The Classified listing does not include the sale or transfer of the Classified Vehicle itself.

“Classified Vehicle” means a Vehicle listed on the Site via a Classified, where the listing pertains to the potential sale of the Seller's contact information associated with the Vehicle. The listing does not constitute a transfer of ownership or possession of the Vehicle.

“Live Auction” has the meaning given to it in clause 6.3, referring to an auction conducted on the Site where bidders compete to purchase the SIP. The Live Auction does not result in the transfer of ownership or possession of the Vehicle or Automobilia.

“Make an Offer” or “Best Offer” means the process described in clauses 6.6-6.7 and 11.9-11.10, where a Buyer may propose a price to purchase the Seller's contact information associated with a Vehicle, Automobilia, or related documentation. Acceptance of an offer does not constitute the transfer of ownership or possession of the Vehicle or Automobilia.

“Managed Partner” means a third-party person or organization that manages the sale of a SIP on behalf of the Seller.

“Private Sale” means the private sale of the Seller's contact information associated with a Private Sale Vehicle between a Buyer and a Seller, other than via a Live Auction, Buy Now, or Make an Offer listing, pursuant to clause 8 of these Terms. The Private Sale does not involve the transfer of ownership or possession of the Vehicle itself.

“Private Sale Vehicle” means the Vehicle listed on the Site via Private Sale, where the listing pertains to the potential sale of the Seller's contact information associated with the Vehicle. The listing does not include the sale or transfer of the Vehicle itself.

“Seller” means the person who registers with us and is accepted to list a SIP, Classified Vehicle, or Private Sale Vehicle for the sale of their contact information associated with the Vehicle, Automobilia, or related documentation. The Seller remains the owner of the Vehicle or Automobilia, and no transfer of ownership occurs through the auction or sale process.

“Site” has the meaning given to it in clause 2.1, referring to the online platform where SIPs are listed and auctioned.

“Terms” means these terms and conditions of use as updated from time to time under clause 27.

“Trade Seller” means a Seller who is not acting as a consumer and/or is selling as part of a trade or business, listing SIPs associated with Vehicles or Automobilia.

“Vehicle” means any car, motorbike, or other motor vehicle listed on the Site, including but not limited to spares, tools, and documentation, as part of the information associated with a SIP, Classified Vehicle, or Private Sale Vehicle. The Vehicle itself is not being auctioned or sold through the Site.

“Working Days” means Monday to Friday except public holidays as applicable in Dubai, UAE.

“you” means a Buyer or a Seller or any other person accessing, browsing, or using the Site or its Content (and “your” shall have the same meaning).

USING THE SITE

- 1) We only provide a platform for a Seller to list their (i) SIP or Private Sale Vehicle for sale and a Buyer to bid on such SIP or make an offer on such Private Sale Vehicle with the intent of purchasing such SIP or Private Sale Vehicle; and/or (ii) Classified Vehicle. Except in the case of a Private Sale, we do not act as an agent of the Seller and we do not offer for sale, sell, buy, or exchange any SIP, Classified Vehicle, or Private Sale Vehicle. Except for providing limited administrative services to facilitate the Buyer and the Seller entering into a sale contract for a Private Sale Vehicle, we are not involved in the contracting process nor are we a party to the sale contract between the Buyer and the Seller. We do not hold title of any Vehicle, inspect any Vehicle, or have any Vehicle in our legal possession.
- 2) You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 3) In relation to your use of the Site, your legal rights as a consumer, or if you reside in Australia, as an Australian Consumer under Australian Consumer Law, are not affected.

- 4) We may prevent or suspend your access to the Site (and remove any of your listings or bids) if you do not comply with any part of these Terms, any terms or policies to which they refer, or any applicable law. If you are a Trade Seller clause 9.2 applies.
- 5) As a condition of your use of the Site, you agree:
 - a) not to use the Site for any purpose that is unlawful under any applicable law or prohibited by these Terms;
 - b) not to use the Site to commit any act of fraud;
 - c) not to use the Site to distribute viruses or malware or other similar harmful software code;
 - d) not to use the Site for purposes of promoting unsolicited advertising or sending spam;
 - e) not to use the Site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - f) not to use the Site in any manner that disrupts the operation of our Site or business or the business of any other entity;
 - g) not to use the Site in any manner that harms minors;
 - h) not to promote any unlawful activity;
 - i) not to threaten, abuse, harass, or invade the privacy of any other user of the Site or third party;
 - j) not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with Prixvo or with any other person or entity;
 - k) not to represent or suggest that we endorse any other business, product, or service unless we have separately agreed to do so in writing;
 - l) not to use the Site to gain unauthorized access to or use of computers, data, systems, accounts, or networks;
 - m) not to attempt to circumvent password or user authentication methods;
 - n) not to attempt to circumvent the cancellation of your account by us by opening a new account appearing to be a new user of the Site ("phoenixing"); and
 - o) that neither you (or any person for whom you are acting) nor, if applicable, your owners, directors, or controllers, are subject to international sanctions under any sanctions regime, or are based in a country subject to any sanctions regime.
- 6) You cannot bid on your own SIP. You cannot bid on an SIP of someone connected to you, nor can you have a friend or someone connected to you bid on your SIP unless they have a genuine intention of purchasing the Vehicle. If you are not a consumer, you will be liable to us and indemnify us for any losses or costs, including reasonable legal fees we incur arising out of any breach by you of this clause. If you are a consumer user, you will be responsible for any loss or damage we suffer as a result of your breach of this clause.

YOUR ACCOUNT WITH US

- 1) The Site is available for users if you are at least 18 years old. In order to use the Site as a Buyer or Seller you must first register, and you will need to provide at least the following information:
 - a) first and last name;
 - b) date of birth;
 - c) address;
 - d) details of your bank accounts; and

- e) such other information as may be requested at signup, and we will instruct a third party, Stripe, Inc., to verify your name and address before you can use the Site. The information you submit to us, including as part of your account creation and registration or use of the Site, must be truthful, accurate and not misleading.
- 2) For a Seller, you warrant and represent that you have legal ownership of the SIP, Classified Vehicle, or Private Sale Vehicle. If the Vehicle is subject to finance, the amount outstanding must be confirmed prior to listing. At the Buyer's request, the Seller must provide such details of the finance company and the finance arrangement to the Buyer that are reasonably required, within a reasonable timeframe, to enable the Buyer to discharge the outstanding finance arrangement directly with the finance company. The amount of any such payment by the Buyer to the finance company shall constitute payment by the Buyer to the Seller of the same amount towards settlement (in whole or in part) of the Buyer's highest bid.
- 3) For a Buyer bidding on an SIP, you must provide us with a valid payment method for our fees. For a Seller of an SIP, you are required to provide a valid payment card so we can collect payment if we charge you fees in accordance with clause 6.10, 10.5, and 13.3. Any fees that a Buyer or Seller's bank imposes in connection with a payment to Prixvo or in connection with a payment from Buyer to Seller are the responsibility of the respective Buyer or Seller only.
- 4) Stripe and Prixvo reserve the right to carry out checks for the purposes of confirming your identity and the prevention of financial crime. You will be prompted to provide the above information in the payment section when you first try to make a payment. You are not obliged to provide this information, but if you do not, you will not be able to make payments through Prixvo and Stripe and you may not be able to make a bid.
- 5) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 6) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 7) If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.
- 8) You are responsible at all times for the activity on your account if you have provided a third party with access to it.

LISTING AN SIP FOR SALE ON OUR SITE

- 1) Information relating to listing an SIP for sale on our Site can be found in our FAQs and our Sell With Us section.
- 2) Prixvo will consider the proposed SIP and confirm if the SIP is accepted to be listed on the Site. Prixvo may assist Sellers in the creation of their listings (including the content of such listings) but it remains each Seller's sole responsibility to make sure that its listings are accurate. There will be a pre-auction period where you will need to wait for the SIP to go live.
- 3) After the SIP is accepted for listing, you shall be committed to have the SIP listed with us exclusively for (i) a defined auction period (a "Live Auction") together with any extension of that Live Auction; or (ii) in respect of a Make an Offer or Buy Now listing, the Make an

Offer or Buy Now period. This means that during this period, you shall not use another means of sale unless we agree and notify you in writing of our consent. Due to the nature of an auction, it is not possible for us to run a Live Auction if you use another platform to sell your SIP. Therefore, we require you to exclusively use this Site to sell your Vehicle or Automobilia, once we have accepted the SIP.

- 4) You can require a reserve for the SIP. Once a reserve is agreed by Prixvo, you may reduce it or withdraw it by written notice to Prixvo, but you cannot increase it without our prior written consent. A decision to remove or lower a reserve is final and a Seller acknowledges and accepts responsibility and any associated risk connected with that decision. Further information can be found in our FAQs.
- 5) Prixvo gives no warranty or representation as to the anticipated or likely selling price of any SIP. Any estimate given, whether written or oral, as to the estimated selling price of any SIP is a statement of opinion only and may be subject to revision from time to time at Prixvo's sole discretion and should not be relied upon as an indication of the actual selling price.
- 6) Make an Offer: When you consign your SIP to the Make an Offer listing, you are inviting Buyers to negotiate with you during the period of 14 days. When a Buyer makes you an offer via Make an Offer, and it is within 30% of the reserve we have agreed, we'll message you to let you know. The Buyer will pay fees to Prixvo if their offer is successful.
- 7) After receiving an offer through Make an Offer, you have 24 hours to choose how to respond. You can:
 - a) Accept the offer and complete the sale to the Buyer, and we will remove your SIP from the Make an Offer listing;
 - b) Let the offer expire which will happen automatically after 24 hours (or earlier if a higher offer has been made);
 - c) Reject the offer; or
 - d) Make a counter-offer to the Buyer (your counter-offer expires after 24 hours or earlier if a higher offer has been made). If you make a counter-offer the reserve (or Buy Now price) we have agreed with you will be decreased to the amount of your counter-offer.
- 8) Buy Now: When you consign your SIP to the Buy Now listing, you are inviting Buyers to bid at or above the Buy Now price you have agreed with Prixvo. When a Buyer places a bid for your SIP on the Site via Buy Now at or above the Buy Now price the sale is agreed and you will complete the sale to the Buyer and we will remove your SIP from the Buy Now listing.
- 9) If you are a Seller listing an SIP for sale on our Site: you are solely responsible for the factual accuracy of, and for any judgments or opinions expressed in, the description of each SIP entered by you, and for any error, misstatement or omission of information in that description, as well as the condition, authenticity and quality of the SIP. If you are a Seller you represent and warrant that you are the legal owner of the SIP and free to sell the SIP listed on the Site and that you will complete the sale of the SIP to the successful Buyer and that sale will be free of any charges or encumbrances and transfer legal ownership to the Buyer. In ensuring accuracy the advertised mileage can be exceeded by no more than 1,000 miles at the point of collection by the Buyer. Once a sale is agreed, you are not entitled to increase the selling price by charging any VAT or other sales tax or charges to the Buyer and therefore if such tax or charges are chargeable, it should be contemplated when setting the reserve or Buy Now price.
- 10) If you as the Seller withdraw your SIP from sale, or from the Coming Soon list, or following a Live Auction or the Make an Offer or the Buy Now listing and an agreed sale of your SIP

to a Buyer, you fail to complete the sale of the SIP within the timeframe agreed with the Buyer for any reason other than the default of the Buyer, you will be obliged to pay the fees to Prixvo in accordance with clause 15 that would have been paid by the Buyer (and you agree that Prixvo may collect this payment directly from your payment method without further approval from you), calculated as follows:

- a) if you fail to complete the sale of the SIP, calculated on the final selling price of the SIP;
or
 - b) if you withdraw your SIP from sale, or from the Coming Soon list, calculated on the last reserve you agreed with Prixvo or if none (including an SIP on the Coming Soon list) a minimum charge of £500 (EUR 500 if the SIP was sold in Euros; USD 500 if the SIP was sold in US Dollars; CAD 750 if the SIP was sold in Canadian Dollars; CHF 500 if the SIP was sold in Swiss Francs; AUD 1,000 if the SIP was sold in Australian Dollars or HKD 5,000 if the SIP was sold in HKD) exclusive of Value Added Tax (or Goods and Services Tax (“GST”) (as the case may be) if you reside in Australia or other equivalent sales tax or similar tax) on all Vehicle SIPs or a minimum charge of £250 (EUR 250 if the SIP was sold in Euros; USD 250 if the SIP was sold in American Dollars; CAD 375 if the SIP was sold in Canadian Dollars; CHF 250 if the SIP was sold in Swiss Francs; AUD 1,000 if the SIP was sold in Australian Dollars or HKD 2,500 if the SIP was sold in HKD) exclusive of Value Added Tax (or Goods and Services Tax (“GST”) (as the case may be) if you reside in Australia or other equivalent sales tax or similar tax) on Automobilia SIPs. All applicable sales tax or similar tax is to be paid in addition to and at the same time as the fees referred to above.
- 11) If a Buyer makes the highest bid on the SIP during a Live Auction or a bid during the Make an Offer or Buy Now period, Prixvo reserves the right (at its discretion and without further reference to or consultation with the Seller) to make up any shortfall to the reserve set by the Seller (“Shortfall Payment”). Prixvo will make the Shortfall Payment after the SIP has been sold and the SIP has been paid for and collected by the bidder within 30 days. Prixvo reserves the right to request evidence that this transaction has been completed prior to making such payment. The Seller acknowledges and agrees that the provision of such payment by Prixvo to the Seller is an independent transaction and does not in any way make Prixvo a party to the sale of the Seller’s relevant SIP or other transaction between the Seller and the Buyer.
- 12) The Seller may opt to pay for the boosting of their listing across social media platforms for marketing purposes and to enhance its visibility and awareness. The Seller understands and accepts that whilst this service may increase exposure, Prixvo does not guarantee any specific outcome or result and fees paid by the Seller in connection with this service are non-refundable. Prixvo shall not be held responsible for the effectiveness of the boosted listing.

AUCTION DYNAMICS AND BID MANAGEMENT

1) Bid Facilitation Mechanism: In certain circumstances, the auction platform may employ automated bidding techniques to ensure the auction’s competitive flow and maintain alignment with pre-established reserve prices. These system-generated bids are designed to enhance the bidding experience without exceeding the reserve threshold set by the seller.

2) Reserve Threshold Management: The platform reserves the right to manage bids algorithmically up to the reserve price, ensuring optimal auction dynamics while safeguarding the seller's minimum acceptable price.

CLASSIFIEDS

- 1) Prixvo provides the platform for a Seller to list a Classified Vehicle and a Buyer to express its interest in a Classified Vehicle.
- 2) There are no fees payable by the Seller to Prixvo in connection with a Classified.
- 3) A 5% reservation fee is paid by the Buyer to Prixvo in connection with a Classified.
- 4) By placing a Classified on the Site, the Seller is deemed to have accepted these Terms together with all other policies and terms that may be posted on the Site from time to time. By making an enquiry into a Classified on the Site, the Buyer is deemed to have accepted these Terms, together with all other policies and terms that may be posted on the Site from time to time.
- 5) Prixvo will consider the proposed Classified and confirm if the Classified Vehicle is accepted to be listed on the Site. Prixvo may assist Sellers in the creation of their Classified, but the content of the Classified is the Seller's sole responsibility, and it remains the Seller's sole responsibility to make sure that its listings are accurate at all times. There may be a period where a Seller waits for the Classified to go live and listing will continue for a period of 30 days (subject to Prixvo's discretion).
- 6) Prixvo gives no warranty or representation as to the anticipated or likely selling price of any Classified Vehicle. Any estimate given, whether written or oral, as to the estimated selling price of any Classified Vehicle is a statement of opinion only and may be subject to revision from time to time at Prixvo's sole discretion and should not be relied upon as an indication of the actual selling price.
- 7) If you are a Buyer making an offer to the Seller for a Classified Vehicle, you acknowledge that it is your responsibility to:
 - a) review the Classified Vehicle's listing description, photographs and information provided in relation to the Classified Vehicle by or on behalf of the Seller in the comments section;
 - b) conduct your own due diligence on the Classified Vehicle, including any vehicle database checks, before purchase;
 - c) arrange an inspection of the Classified Vehicle before purchase;
 - d) check the Classified Vehicle at the point of collection;
 - e) independently determine the description, ownership, value, condition, authenticity, quality of the Classified Vehicle and any additional fees connected to the purchase such as government fees and taxes, title and registration fees, licensing and plate fees, finance charges dealer document preparation and emissions testing; and
 - f) pay shipping and delivery costs associated with your purchase of the Classified Vehicle, including but not limited to taxes, fees and testing charges and the additional fees referred to in clause 7.7.5 above.
- 8) The Seller is solely responsible for the factual accuracy of, and for any opinions expressed in, the description of a Classified Vehicle, and for any error, misstatement or omission of information in that description, as well as the condition, authenticity and quality of the Classified Vehicle. Prixvo is not responsible for the accuracy of such information.

- 9) Prixvo reserves the right to remove or suspend the publication of a Classified on the Site at any time and in its sole discretion. If a Classified is so removed or suspended on the Site, we will attempt to contact you to explain why your advert has been removed or suspended but are under no obligation to do so.
- 10) It is the responsibility of a Buyer and Seller, respectively, to negotiate the terms of a binding transaction and enter into a sale contract for a Classified Vehicle.
- 11) It is for the Buyer and Seller to agree a suitable payment method for the Classified Vehicle. If you want to protect your funds for purchasing a Classified Vehicle, you may opt to use an escrow agent and this is therefore recommended by Prixvo. The escrow agent will hold the funds in their escrow account (subject to their terms of service and agreed fees) and will release the funds to the Seller once the sale is agreed.
- 12) The Buyer warrants that the funds used for the purchase of a Classified Vehicle, and the payment of our fees, have no link with criminal activity including, without limitation, money laundering, tax evasion or terrorist financing.
- 13) Prixvo is not a party to any transaction between Buyers and Sellers. Prixvo provides no conditions, representations or warranties of any kind, either express or implied. Any communications and transactions that may arise from a Classified shall involve only the Seller and a prospective Buyer and Prixvo shall have no obligation or responsibility to either the Buyer, Seller or any other party in respect of any Classified or the sale of a Classified Vehicle.

SELLERS WHO ARE TRADERS

- 1) This clause applies to Trade Sellers.
- 2) We may terminate your use of the Site or terminate the contract between you and Prixvo L.L.C-FZ for the provision of the online service for convenience with not less than 30 days' advance notice. We may suspend or terminate your use of the Site immediately if we determine that (a) you have materially breached these Terms and failed to rectify within 7 days of a breach notice; (b) your account has been, or we believe that it may be, used for deceptive or fraudulent or illegal activity or in breach of clause 4.5; or (c) your use of the Site has harmed, or we identify that it might harm, other Sellers, Buyers, customers, or Prixvo's legitimate interest. We will promptly notify you of any such termination or suspension via email or similar means sent to you individually indicating the reason and any options to appeal.
- 3) You may at any time terminate your use of the Site immediately on notice to us via email, or similar means, subject to clause 6.10.
- 4) We may make available data derived from your use of the Site arising from the sale of your SIP, Classified Vehicle, or Private Sale Vehicle comprising of items sold, prices, sales, volumes, and time of the transaction, which you will use solely for the purpose of supporting your business on Prixvo.

SELLER CONTENT AND DESCRIPTION

- 1) The description of the SIP, Classified Vehicle, and/or Private Sale Vehicle (which includes information provided in relation to the SIP, Classified Vehicle, or Private Sale Vehicle by or on behalf of the Seller in the comments section) is, to the best of the Seller's knowledge, accurate and not misleading. The Seller has notified (or will before the Live Auction, Classified launch, or Private Sale launch notify) Prixvo in writing of any material alterations

to the SIP, Classified Vehicle, or Private Sale Vehicle of which the Seller is aware, and of any concerns expressed by third parties in relation to the authenticity, provenance, origin, age, condition, or quality of the SIP, Classified Vehicle, or Private Sale Vehicle, and has provided Prixvo with all such information in the Seller's possession or control. If the Seller notifies us in writing of any amendments to the description during the Live Auction, Classified listing, or Private Sale, we will use our reasonable endeavors to announce these amendments in the comments section of the Site.

- 2) While Prixvo may perform some verification processes, including HPI and MOT checks, these are provided on a non-reliance basis and Prixvo shall not be liable to the Seller or the Buyer for any error or misstatement in or omission from the description of any SIP, Classified Vehicle, or Private Sale Vehicle. Where Prixvo assists with the creation of the content of a listing of an SIP or Private Sale Vehicle:
 - a) Prixvo will provide the Seller with a copy of the description within a reasonable time prior to the Live Auction or Private Sale launch; and
 - b) The Seller or any person on his behalf will notify Prixvo in writing within a reasonable time before the Live Auction or Private Sale launch of any error or misstatement in or omission from the description, and Prixvo may treat that description as accepted by the Seller.
- 3) Notwithstanding clause 9.2, the description of the SIP, Classified Vehicle, or Private Sale Vehicle (which includes information provided in relation to the SIP, Classified Vehicle, or Private Sale Vehicle by or on behalf of the Seller in the comments section) remains the Seller's sole responsibility at all times.
- 4) To the extent permitted by law including Australian Consumer Law (as applicable to Australian Consumers), Prixvo has no duty to the Seller or the Buyer to investigate the accuracy of the description of any SIP, Classified Vehicle, or Private Sale Vehicle provided by or on behalf of the Seller.
- 5) If a sale of an SIP is lost because of (1) the description of the SIP (which includes information provided in relation to the SIP by or on behalf of the Seller in the comments section) being inaccurate or misleading; or (2) the failure of the Seller to disclose to Prixvo all information which may reasonably be expected to affect the provenance, title, value, or any other aspect of the SIP, the Seller shall pay the fees to Prixvo in accordance with clause 6.10.
- 6) The Seller is solely responsible for the content of the photographs provided in connection with their listing of an SIP, Classified Vehicle, or Private Sale Vehicle. Prixvo is not responsible for checking or verifying the content of the photographs or for deleting any sensitive information contained in them.
- 7) The Seller gives Prixvo the full and absolute right to photograph and illustrate any SIP, Classified Vehicle, or Private Sale Vehicle, and to use such photographs and illustrations at any time at its absolute discretion (whether or not in connection with the Live Auction, Classified, or Private Sale). The Seller agrees that they should not use such photographs in connection with the sale of the SIP or Private Sale Vehicle on any platform other than Prixvo.
- 8) Photographs and illustrations used for an SIP, Classified Vehicle, or Private Sale Vehicle are for identification purposes only. They may not show the true condition and color (which may be inaccurately reproduced) of the SIP, Classified Vehicle, or Private Sale Vehicle.
- 9) Estimates and descriptions for the SIPs, Classified Vehicle, or Private Sale Vehicle may be amended at Prixvo's discretion from time to time by notice to the Seller given orally or in

writing before or during a Live Auction, Classified launch, or Private Sale launch (as applicable).

- 10) The Seller agrees to provide the Buyer with any such documentation that is in their possession to evidence their private ownership of the SIP, Classified Vehicle, or Private Sale Vehicle.

BIDDING FOR AN SIP ON OUR SITE

- 1) If you are a Buyer bidding for an SIP (or making an offer via Make an Offer or making a bid on an SIP via Buy Now — throughout these Terms the word “bid” shall include making an offer via Make an Offer and making a bid via Buy Now) you acknowledge that it is your responsibility to:
 - a) review the SIP’s listing description, photographs, and information provided in relation to the SIP by or on behalf of the Seller in the comments section;
 - b) conduct your own due diligence on the SIP you intend to bid on, including any database checks;
 - c) arrange an inspection of an SIP you intend to bid on. Inspections should occur when the SIP is in a Live Auction and not before;
 - d) check the accuracy of your bids — all bids are made at your own risk;
 - e) directly contact the Seller to purchase the SIP once your bid is approved by us as the highest bid on the SIP (or the first offer in the Buy Now option), subject to achieving any reserve required by the Seller unless the reserve is waived by the Seller;
 - f) check the SIP at the point of collection;
 - g) independently determine the description, ownership, value, condition, authenticity, and quality of the SIP; and
 - h) pay shipping and delivery costs associated with your purchase of an SIP, including but not limited to taxes, fees, and testing charges.
- 2) Prixvo does not carry out verification of documents provided in connection with the sale of number plates on the Site. Prixvo is not liable to the Seller or the Buyer for any error, misstatement or inaccuracy of number plate documentation provided by the Seller to Prixvo or the Buyer in connection with the sale of a number plate. It is the Buyer’s responsibility to ensure that any number plate purchased is effectively transferred and/or assigned to the Buyer and Prixvo has no liability in respect of the same.
- 3) As a Buyer, you agree in regard to each bid submitted for an SIP that:
 - a) you have reviewed the listing description, photographs, and information provided in relation to the SIP by or on behalf of the Seller in the comments section and your bid or purchase is placed in the knowledge of matters disclosed;
 - b) your bid is a legally binding obligation on you, that if your bid is successful and achieves any reserve required by the Seller (unless the reserve is waived by the Seller), you must pay our fees; and
 - c) you are making an irrevocable offer to purchase that SIP and you must pay to the Seller the final amount of your highest bid; and
 - d) You cannot withdraw your bid, including any "Max Bid".
- 4) It is the responsibility of a Buyer and Seller, respectively, to negotiate the terms of a binding transaction and enter into a sale contract for an SIP.
- 5) If you as the successful Buyer fail to complete the purchase of the SIP (including failing to pay to the Seller the final amount of your highest bid within the timeframe agreed with the

Seller) for any reason other than the default of the Seller, you will be obliged to pay the fees to Prixvo in accordance with clause 15. We will assist the Seller to attempt to sell the SIP to an underbidder.

- 6) If a Buyer makes the highest bid on the SIP, Prixvo has the right to provisionally sell the SIP. The highest bid placed during the Live Auction, Make an Offer, or Buy Now period will remain open for acceptance by the Seller for 24 hours following the Live Auction, Make an Offer, or Buy Now period. During this period, Prixvo will take steps to contact the Seller and determine whether they are willing to accept the bid. Following confirmation from the Seller, Prixvo will notify the Buyer whether the Seller is willing to accept the bid. The Buyer's bid will be deemed to be rejected if the Seller has not notified us in writing of its willingness to accept within 24 hours following the auction ending. This 24-hour period can be extended by written agreement between us and the Buyer. If the Seller rejects the Buyer's bid, Prixvo reserves the right to make up any shortfall to the reserve set by the Seller. Where the Buyer is notified that the Seller is willing to accept the bid, or if Prixvo has offered to make up any shortfall to the reserve set by the Seller (including during a Live Auction or a bid during the Make an Offer or Buy Now period) your bid is successful and you shall pay our fees.
- 7) If your bid is successful, subject to achieving any reserve required by the Seller unless the reserve is waived by the Seller, you will pay to the Seller (or into the agreed escrow account, if such an arrangement has been agreed with the Seller) the final amount of your highest bid within 7 Working Days of the auction ending unless otherwise agreed with the Seller. If you do not make payment in full to the Seller (or into the agreed escrow account, if such an arrangement has been agreed with the Seller) within the 7 Working Days, or within the timeframe agreed with the Seller, you will lose the right to purchase the SIP and the fees paid and payable to Prixvo will not be refundable. You will complete the purchase of the SIP and make payment to the Seller, and pay our fees, in the name or entity in which you are registered as a user with Prixvo.
- 8) Subject to any rights that the Seller may have under these Terms and in law, and unless otherwise agreed in writing with the Seller and notified to Prixvo, if the Buyer does not collect the SIP within (a) 7 Working Days of the auction ending if the Seller's SIP is stored in paid for storage or with a Managed Partner; or if otherwise, within 21 (twenty-one) days of payment (or such other period of time agreed between the Seller and the Buyer), the Seller may charge a storage charge to the Buyer. The Seller, acting reasonably, shall be permitted to transfer the SIP to a secure third-party storage facility and to re-charge to the Buyer the Seller's reasonable and actually incurred costs (including removal, storage, or other reasonable charges and expenses) which shall be paid by the Buyer to the Seller on demand. The Seller shall give the Buyer reasonable notice of its intention to exercise its rights under this clause and shall keep the Buyer informed of any action taken so that the Buyer can adjust its collection plans. Prixvo is not liable for any failure of the Buyer to pay amounts charged to or owed by the Buyer pursuant to this clause.
- 9) Make an Offer: You can make an offer on SIPs listed under Make an Offer. Your offer must include the price for the SIP together with our fees, as a total amount and we will message your offer to the Seller if it is within 30% of the reserve we have agreed with the Seller. Your offer expires after 24 hours (or earlier if a higher offer has been made).
- 10) The Seller has until your offer expires to respond. If they don't respond to you in that time your offer expires. If the Seller responds, they may:

- a) Accept your offer, in which case you must pay our fees, buy the SIP and pay to the Seller the amount you offered;
 - b) Reject your offer, in which case you may make another one; or
 - c) Make a counter-offer to you, then you have 24 hours (or until a higher offer has been made if earlier) to choose how to respond. You can choose to accept (and clause 10.10.1 applies to you), reject, or continue negotiating by making another offer to the Seller. When you make an offer via Make an Offer which the Seller accepts, or you accept the Seller's counter-offer, you are agreeing to pay our fees and buy the SIP.
- 11) Buy Now: You can make a bid on the Site for SIPs listed under Buy Now. When you make a bid for an SIP on the Site via Buy Now at or above the Buy Now price your bid is successful and the sale agreed and you are agreeing to pay our fees and buy the SIP.
 - 12) It is for the Buyer and Seller to agree a suitable payment method for the SIP. If a payment method other than bank transfer or escrow is required by the Buyer, then the Buyer must agree this with the Seller prior to committing to bid or buy. If you want to protect your funds for purchasing an SIP, you may opt to use an escrow agent and this is therefore recommended by Prixvo. The escrow agent will hold the funds in their escrow account (subject to their terms of service and agreed fees) and will release the funds to the Seller once the sale is agreed.
 - 13) Prixvo may at its discretion remove any bid made by a Buyer bidding for an SIP if:
 - a) you have not provided us with a valid payment method for our fees, either because we could not pre-authorize your payment card, or for any other reason;
 - b) you have made a clear typographical error;
 - c) we believe the Seller is bidding for the relevant SIP, or we believe you are bidding on behalf of the Seller; or
 - d) you did not pass one or more of the background checks we have made on you.
 - 14) You warrant that the funds you use for your purchase of an SIP, and the payment of our fees, have no link with criminal activity including, without limitation, money laundering, tax evasion or terrorist financing. You agree to provide the Seller (or their bank) with any information that their bank may require (including photographic identification) to satisfy its compliance obligations.
 - 15) Prixvo reserves the right to place bids on SIPs on its own behalf for testing and maintenance purposes.
 - 16) A Buyer is not obliged to transfer the full purchase price for an SIP to the Seller prior to making an in-person collection. It is the responsibility of a Seller to ensure that they are in receipt of the purchase price (or protected from Buyer default), such as through the use of escrow) prior to releasing an SIP to a Buyer.

SELLING AND BUYING PROCESS AND SALES OUTSIDE PRIXVO

- 1) The process and rules for selling and buying an SIP and Private Sale Vehicle, in addition to these Terms, are found here.
- 2) We have the right, at our absolute discretion, to withdraw any SIP from the Coming Soon List or a Live Auction, whether the SIP has a reserve or not. We are not required to provide any reason for exercising this right of withdrawal. We have the right to extend any Live Auction (for any period we determine) and continue to offer for sale any relevant SIP, if in our absolute discretion it is in the best interests of Buyers and the Seller due to delays, interruptions, or errors having affected the original Live Auction. In such circumstances, if

the Buyer who has made the highest bid on any affected SIP in the original Live Auction that is being extended has already paid our fees in accordance with clause 15, we will refund you those fees paid. If a Live Auction is extended all bids remain open and you cannot withdraw your bid.

- 3) Buyers and Sellers shall not engage in any activity designed to complete or facilitate a transaction for the sale or purchase of an SIP outside of the Site. If any sale of an SIP is concluded outside of the Site in any event, the Seller will be obliged to pay the fees to Prixvo in accordance with clause 15 that would have been paid by the Buyer.

DISPUTE RELATING TO A SALE

1. Any dispute with respect to the sale of any SIP, Classified Vehicle, or Private Sale Vehicle shall be resolved between the Buyer and Seller and without the participation of Prixvo.

OUR FEES

- 1) Using the Site is free for Sellers, except where otherwise stated in these Terms. Clauses 6.10, 10.6, and 13.3 require the Seller to pay to us the fee that would have been paid by the Buyer, and the provisions of this clause 13 shall apply to the Seller in those circumstances.
- 2) When you first bid on an SIP, our third-party payment provider, Stripe, will put a hold on your credit or debit card for the fee that would be payable if you are the successful bidder, equivalent to the fee payable on that bid amount. You will be providing credit or debit card information directly to Stripe, which operates a secure server to process payment details, encrypting and tokenizing your credit/debit card information, processing any pre-authorizations, and authorizing payment. By registering to make payment to us using Stripe, you confirm that you accept and agree to be bound by Stripe's terms and acknowledge that they constitute a legally binding contract between Stripe and you.
- 3) For the Buyer who has made the highest bid on the SIP, subject to achieving any reserve required by the Seller unless the reserve is waived by the Seller, or for the Buyer who has agreed to purchase an SIP via Make an Offer or via Buy Now, you will pay to us a fee equivalent to a commission as outlined in Prixvo's fee structure:
 - a) Sale Price Range (USD) -> % Commission (Buyer's Fee collected by Prixvo)
 - i) For sale prices between 0 – 400,000 AED: 5% buyer's fee
 - ii) For sale prices between 400,000 – 1,000,000 AED: 4% buyer's fee
 - iii) For sale prices between 1,000,000 – 2,000,000 AED: 3% buyer's fee
 - iv) For sale prices between 2,000,000 – 3,750,000 AED: 2% buyer's fee
 - v) For sale prices above 3,750,000 AED: 1% buyer's fee
 - b) The minimum buyer's premium fee is 1000 AED.
- 4) All applicable sales tax or similar tax is to be paid in addition to and at the same time as the fees referred to above.
- 5) The fee will be processed by Stripe on our behalf. Any company in The Prixvo L.L.C-FZ group of companies may receive payment on behalf of any other group company and may transfer funds to any other group company.
- 6) Your credit card or debit card will only be charged if you are successful in the auction, in which case immediate payment shall be taken by Prixvo for our fees. The fees payable to Prixvo are non-refundable; your legal rights as a consumer or, if you reside in Australia, as an Australian Consumer under Australian Consumer Law, are not affected.

- 7) Stripe will encrypt and tokenize your credit/debit card information that you supply, and you agree to allow Stripe to pre-authorize any amount applicable to the fees payable to us by the Buyer with the highest bid, which are automatically payable upon you winning an auction, and you will authorize the processing of the payment of the fees to us at that time. It is your responsibility to ensure there are sufficient funds available regardless of any pre-authorization. If any payment is declined, your bid may be canceled by us.
- 8) We will continue to pursue payment via Stripe until the entire fee has been paid. If Stripe is unable to take the fee payable from your credit or debit card then you must, within 24 hours of the auction ending, make payment of the outstanding amount in one of the currencies specified in clause 13.9 and in immediately available funds during normal banking hours to such bank account as we shall specify. If we do not receive this fee within 24 hours of the auction ending, or if you as the successful Buyer fail to complete the purchase of the SIP for any reason other than the default of the Seller, or lawful cancellation or termination of the purchase contract, we will assist the Seller to attempt to sell the SIP to an underbidder, the fees payable to Prixvo will remain payable.
- 9) The fees for our service will be charged in pounds sterling (£) (GBP), US dollars (\$), Canadian dollars (CAD), euros (€), Australian dollars (AU\$), Swiss francs (CHF), and Hong Kong Dollars (HKD) and are exclusive of Value Added Tax or GST (if chargeable). All applicable sales tax or similar tax is to be paid in addition to and at the same time as the fees referred to. You are responsible for paying all the applicable taxes in the region. We and our payment processor cannot be held liable for any tax liabilities you incur as part of any transaction.

YOUR PRIVACY AND PERSONAL INFORMATION

- 1) Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information, and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 2) Our privacy policy is available here.
- 3) Payment information you supply to Stripe is not within our control and is subject to Stripe's own privacy policy and terms and conditions available on their website at Stripe.

CANCELING THIS CONTRACT

- 1) Consumers' right to cancel:
 - a) These cancellation instructions apply to the contract between you and Prixvo L.L.C-FZ for the provision of the online service. It does not apply to the cancellation of any contract to purchase an SIP following a winning bid. You acknowledge and agree that, as a Buyer, Prixvo completes the provision of its services to you immediately upon you placing a winning bid. Accordingly, it is not possible for you to cancel a contract to purchase an SIP at the end of an auction and you waive any statutory entitlement that you may otherwise have to cancel the contract on the basis that the service has been provided in full and you have consented to the provision of services to you immediately.
- 2) Canceling your account:

- a) Unless you are participating in a Live Auction, you can cancel your account membership with us at any time by informing us of your decision.
- 3) Canceling the Prixvo services:
 - a) You have the right to cancel the contract within 14 days without giving any reason.
 - b) The cancellation period will expire after 14 days of the conclusion of the contract. Conclusion of the contract occurs when you register an account, agree to these Terms, and begin using the Site.
 - c) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post or email) using the contact details in clauses 1 and 2 of these Terms. You can use the model cancellation form set out in Appendix 1 below, or, if you reside outside of the UAE, in Appendix 2 below, but it is not obligatory.
 - d) If you are a Seller who has listed an SIP or a Buyer who has submitted a bid on an SIP during a Live Auction you cannot cancel this contract until the end of the Live Auction.

SUBMITTING INFORMATION TO THE SITE

- 1) While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential.
- 2) Whenever you make use of a feature that allows you to upload Content to Prixvo or the Site, or to make contact with other users of our Site, you must not provide Content that is illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate.
- 3) You warrant that any such Content does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 4) Any Content you upload to the Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Content, but you are required to grant us and other users a limited license to use, store, and copy that Content and to distribute and make it available to third parties. The rights you license to us are described in clause 19.1.
- 5) You cannot provide Content that you do not have the right to submit, unless you have the owner's permission; this includes material covered by someone else's copyright or any other proprietary right.
- 6) We also have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 7) We will not be responsible, or liable to any third party, for the content or accuracy of any Content posted by you to the Site and/or Prixvo.
- 8) We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards posted on the Site.
- 9) The views expressed by other users on our Site do not represent our views or values.
- 10) You will comply with the Posting Rules at all times when submitting Content.

OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

- 1) When you upload or post content or submit material to Prixvo or the Site, you grant to us a perpetual, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, modify, distribute and display descriptions and images of your SIP, Classified Vehicle, or Private Sale Vehicle in connection with the service provided by the Site and across different media and for the purposes of marketing and promotion of the Site and Prixvo. You represent and warrant that you own or otherwise control all of the rights to the content that you upload or post.
- 2) The Site and all intellectual property rights in it, including but not limited to any Content, are owned by us, our licensors, or both (as applicable). Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 3) Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust or to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 4) Prohibition of third-party data use and data scraping:
 - a) Unauthorized use: You agree that you will not develop, support or use by any means, including but not limited to software, data scraping, data mining, robots, spiders, crawlers, or similar data gathering and extraction tools, to collect, harvest or otherwise obtain information from the Site without the prior written consent of Prixvo. This includes, but is not limited to, extracting data from web pages, databases, APIs, or any other sources of information provided by the Site.
 - b) Prohibition of third-party use: You acknowledge and agree that the data available on the Site is intended for personal use only. You are strictly prohibited from selling/reselling or otherwise monetizing, providing, selling, licensing, leasing, loaning, distributing, displaying or otherwise making available any data obtained from the Site to any third party, without the prior written consent of Prixvo. This includes but is not limited to, selling data, incorporating data into products or services, or displaying data on other websites or platforms.
- 5) License for third-party use:
 - a) Authorization for third-party use: If you are a third party seeking to use the data obtained from this Site, you must contact Prixvo to obtain written authorization. Prixvo may, at its sole discretion, grant or deny such authorization on the terms it decides.
 - b) Commercial terms: Prixvo reserves the right to grant a license fee or other commercial terms in connection with an authorization for third-party use. The license fee or commercial terms may vary depending on the nature and extent of the data usage and shall be paid or delivered in accordance with the terms specified by Prixvo.

TRADEMARKS

- 1) “Prixvo” and our logo are our trademarks. Other trademarks and trade names may also be used on the Site. The use of any trademarks on the Site is strictly prohibited unless you have our prior written permission.

ACCURACY OF INFORMATION AND AVAILABILITY OF THE SITE

- 1) While we try to make sure that the Site is accurate, up-to-date, and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 2) We may suspend or terminate operation of the Site at any time as we see fit.
- 3) News, articles, podcasts or similar media are provided for your general information purposes only and to inform you about us and news, features, services, and other websites that may be of interest. It does not constitute technical, financial, or legal advice or any other type of advice and should not be relied on for any purposes.
- 4) While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.
- 5) We may provide a translation of the description of an SIP, Classified Vehicle, or Private Sale Vehicle into languages other than English. Where translations are provided, they are provided for information purposes only and the English version prevails in the event of a discrepancy between the versions.
- 6) The Prixvo chatbot function provides automated responses based on machine learning. Whilst we strive to provide accurate information through the chatbot, we do not guarantee the accuracy or completeness of its responses. Accordingly, you should not rely on the information that it provides. Prixvo is not liable for any damages or losses caused through your reliance on the information provided by the chatbot. You should always check these Terms for the legal position on your enquiry.

HYPERLINKS AND THIRD PARTY SITES

- 1) The Site may contain hyperlinks or references to third-party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third-party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.
- 2) You may create a link to our Site from another website without our prior written consent provided no such link:
 - a) creates a frame or any other browser or border environment around the content of our Site;
 - b) implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site; or
 - c) displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos.
- 3) We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

WARRANTIES DISCLAIMER

- 1) This clause applies to you if you are an Australian Consumer.
- 2) To the extent that you acquire services from us as an Australian Consumer, you may have certain rights and remedies (including, without limitation, consumer guarantee rights) under the Australian Consumer Law that cannot be excluded, restricted, or modified by agreement.

Nothing in the Terms operates to exclude, restrict, or modify the application of any provision, condition or warranty, the exercise of any right or remedy or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute, where to do so would contravene that statute or cause any part of the Terms to be void (“Non-excludable Consumer Obligations”).

- 3) Except in relation to Non-excludable Consumer Obligations, and otherwise to the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom or the common law that impose any liability or obligation on us are excluded from the Terms.
- 4) To the maximum extent permitted by law, our liability for breach of any Non-excludable Consumer Obligations is limited to:
 - a) supply of the services again; or
 - b) paying the cost of having the services supplied again.

LIMIT ON OUR RESPONSIBILITY TO YOU

- 1) Limit on our responsibility to you if you are a consumer or an Australian Consumer:
 - a) If you are a consumer or Australian Consumer, except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
 - i) losses that:
 - (1) were not foreseeable to you and us when these Terms were formed; or
 - (2) that were not caused by any breach on our part;
 - ii) business losses; and
 - iii) losses to non-consumers.
- 2) Limit on our responsibility to you if you are not a consumer:
 - a) If you are not a consumer, our liability under or in connection with the contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 24.2.
 - b) Subject to clause 24.3, our total liability shall not exceed the sum of monies paid or payable to us by you for the services under this contract.
 - c) Subject to clause 24.3, we shall not be liable for consequential, indirect or special losses.
 - d) Subject to clause 24.3, we shall not be liable for any of the following (whether direct or indirect):
 - i) loss of profit;
 - ii) loss or corruption of data;
 - iii) loss of use;
 - iv) loss of production;
 - v) loss of contract;
 - vi) loss of opportunity;
 - vii) loss of savings, discount or rebate (whether actual or anticipated);
 - viii) harm to reputation or loss of goodwill.
- 3) Notwithstanding any other provision of the contract, our liability shall not be limited in any way in respect of the following:
 - a) death or personal injury caused by negligence;

- b) fraud or fraudulent misrepresentation; or
 - c) any other losses which cannot be excluded or limited by applicable law.
- 4) A sale contract for an SIP, Classified Vehicle, or Private Sale Vehicle is between a Seller and a Buyer. Prixvo does not guarantee and is not responsible for the performance of a Buyer or a Seller participating in a sale of any SIP, Classified Vehicle, or Private Sale Vehicle. We shall not be responsible for their obligations in the sale contract and we exclude all liability arising from the sale contract. Prixvo gives no warranty or representation, either express or implied, regarding the description, ownership, value, condition, originality, quality, authenticity, or performance of any SIP, Classified Vehicle, or Private Sale Vehicle. Prixvo does not authenticate any SIP, Classified Vehicle, or Private Sale Vehicle.
 - 5) We cannot guarantee the continuous operation of or access to our Site. Bid update and other notification functionality via our Site may not occur in real time. The functionality of our Site is subject to delays, interruptions, and errors beyond Prixvo's control.
 - 6) Prixvo shall have no liability for any such delays, interruptions, errors or other problems referred to in clause 24.5.
 - 7) Prixvo may introduce you to third-party service providers, including our Managed Partners. We do not control or endorse these third-party service providers, your interactions with them are at your own risk, and Prixvo will have no liability for any loss or damage incurred because of their acts or omissions.
 - 8) Prixvo may provide referrals, hyperlinks or references to third-party finance parties on the Site. We accept no responsibility or liability for (i) finance that is sought, arranged, or relied upon using such finance parties or any third party introduced by them (collectively "Finance Parties"); (ii) any act or omission of Finance Parties; or (iii) any loss or damage incurred due to the acts or omissions of the Finance Parties or in connection with the use or reliance on such Finance Parties. Prixvo does not control the Finance Parties and offers no warranty or representation in respect of their products or services. Regardless of whether you are the Buyer or Seller you agree that you will not assert any claim against Prixvo in respect of the products or services of the Finance Parties or for finance sought, arranged, or relied upon with respect to such Finance Parties. Your use, interactions with or reliance upon Finance Parties is solely at your own risk, governed by the terms and conditions of that arrangement or relationship (if applicable) and does not in any way relieve you of your obligations under these Terms.

EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lockouts or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion, or accident.

RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

VARIATION

No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 27. We reserve the right to vary these Terms from time to time and so it is your responsibility to check these Terms regularly. In the case of Trade Sellers, we will give

you not less than 15 days' advance notice of any variation to these Terms, and if you do not agree to the proposed variation you may terminate your use of the Site immediately on notice to us via email, or similar means, subject to clause 6.10. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes (following notice in the case of Trade Sellers), you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

UNENFORCEABLE PROVISIONS

- 1) If any provision of these Terms is found to be unenforceable, all other provisions shall remain unaffected.

JURISDICTION AND APPLICABLE LAW

- 1) If you are a business user, the courts of the UAE will have exclusive jurisdiction in relation to these Terms and UAE law will apply to these Terms.
- 2) If you are a consumer user, the courts of the UAE will have non-exclusive jurisdiction in relation to these Terms and UAE law will apply to these Terms.

PRIXVO REFERRAL CONTEST TERMS AND CONDITIONS

1. Introduction

Welcome to the Prixvo Referral Contest ("Contest"). By participating in this Contest, you agree to abide by these terms and conditions. This Contest is sponsored by Prixvo ("we," "us," "our"), and it offers participants a chance to win a free track day at the Dubai Autodrome.

2. Eligibility

- The Contest is open to individuals who are residents of the United Arab Emirates and are at least 18 years old at the time of entry.
- Employees, officers, directors, agents, and representatives of Prixvo, as well as their immediate family members and household members, are not eligible to participate.
- The winner must possess a valid driver's license.

3. Contest Period

The Contest begins on 08/08/2024 and ends on 09/01/2024 ("Contest Period"). All referrals must be completed within this period to be eligible.

4. How to Enter

- Participants must sign up through a referral link provided by an existing Prixvo member.
- Upon signing up, the new account holder must be marked as an affiliate and provided with their own referral link to share.

5. Prizes

- The first participant to successfully refer 50 new users who meet all the criteria outlined in these terms will win a free track day at the Dubai Autodrome on a day of their choosing (<https://dubaiautodrome.ae/product/bmw-m2/>).
- Limit of one track day per person. Participants may create multiple accounts with multiple links, but only one track day will be granted per person.

6. Verification and Disqualification

- We reserve the right to disqualify any participant who we determine, at our sole discretion, is engaging in fraudulent activity or any form of misrepresentation to reach 50 referrals first.
- Upon completion of the Contest, we will verify the validity of every referred user. If any are found to be fake or invalid, we will revoke the prize from that participant.

7. Disqualification and Fraud

- Any attempt to manipulate the Contest, including but not limited to creating fake accounts, will result in immediate disqualification.
- Participants found to be in violation of these terms will forfeit their eligibility to win the prize.

8. Prize Redemption

- The winner will be notified via email within 14 days after the Contest ends.
- The track day must be booked and completed within six months of notification, subject to availability at the Dubai Autodrome.
- The prize is non-transferable and cannot be exchanged for cash or any other goods or services.

9. Privacy

- By participating in the Contest, you agree to our collection, use, and disclosure of your personal information for the purposes of administering the Contest and prize fulfillment.

10. Limitation of Liability

- Prixvo shall not be responsible for any incorrect or inaccurate information, technical failures, or unauthorized human intervention in the Contest.
- To the fullest extent permitted by law, Prixvo shall not be liable for any loss, damage, or injury of any kind resulting from participation in the Contest or from the acceptance, use, or misuse of the prize.

11. Changes to Terms

- We reserve the right to modify or terminate the Contest or these terms at any time, with or without notice, subject to applicable laws.

12. Governing Law

- This Contest and these terms are governed by the laws of the United Arab Emirates. Any disputes arising out of or in connection with this Contest shall be subject to the exclusive jurisdiction of the courts of the United Arab Emirates.

13. Contact Us

- For any questions or concerns about these terms or the Contest, please contact us at info@prixvo.com.