

Terms and Conditions

This is a binding legal agreement between you, your business, your representatives (collectively, “you” “your” or “Customer”) and Foundri Enterprise (“we”, “our” or “Foundri”). These Terms and Conditions govern all of your business at and with Foundri and are implied terms and conditions of every agreement that you enter into with Foundri and with every buyer and seller of vehicles using Foundri’s services.

GENERAL TERMS

1. Scope and Purpose

Foundri provides a real-time online service (the “Foundri Platform”) for licensed motor vehicle remarketers to list, sell, bid on and buy used motor vehicles. Foundri also assists corporate new vehicle trading within corporate brands. These Terms and Conditions are for the benefit of Foundri Enterprise and, as third party beneficiaries, Foundri’s affiliates and subsidiaries, and (collectively, the “Foundri Partners”). By participating or accessing the Foundri Platform or services you agree to adhere to these Terms and Conditions that may be amended and/or relocated on the applicable Foundri website from time to time. Breach of these Terms and Conditions may result in the assessment of penalties, and/or the temporary or permanent suspension of your access to the Foundri Platform.

2. Customer’s Eligibility.

The Foundri platform is intended for professional vehicle remarketers only. You represent and warrant that you are a licensed retail or wholesale dealer of vehicles and/or a business that is otherwise legally eligible to purchase or sell vehicles. You agree that these Terms and Conditions shall apply to all transactions conducted by you and your Authorized Users on the Foundri Platform. Foundri reserves the right to refuse access to the Foundri Platform or any service or feature provided by Foundri to anyone who breaches these Terms and Conditions or otherwise interferes with or violates Foundri’s rights or the rights of others.

3. Registration.

Upon receipt and approval of your registration documents, to be eligible to access Foundri you and your designated authorized users (Authorized Users) will be issued unique usernames and passwords to access the Foundri Platform and/or any related services purchased. You are liable and responsible for all actions, omissions and any failure to act in accordance with these terms and conditions by any users within your Authorized User. You represent and warrant that all information that you provide to Foundri is accurate and complete and that you will notify us in writing of any changes to the information provided. You hereby authorize Foundri to share the information you provide to us (including, without limitation, financial information) with Foundri Platform.

You agree not to give anyone access to the Foundri platform other than your Authorized Users. To simplify the registration process, by registering with Foundri, you consent to allow Foundri and the Foundri Partners to rely upon the Power(s) of Attorney (if applicable), Payment Method Authorization (ACH) Forms and Credit Card Authorization Forms on file with the Foundri Partner(s) (collectively, the "Partner Documents") for the purposes of transactions conducted via the Foundri Platform as if Foundri were an additional party to the Partner Documents. If you do not want Foundri to rely upon the Partner Documents, please contact Foundri to complete a new set of documents.

4. Data.

You agree that all information and records, whether oral, written, visual, electronic, digital or tangible transmitted, received or stored on the Foundri Platform or using the systems, equipment, computers, servers, or premises of Foundri or any Foundri Partner (collectively "Data") is the property of Foundri and/or Foundri partners. You agree that we have the right to receive, use, disseminate, control access to, aggregate, modify, package, derive benefit from, remove, destroy or sell Data in a whole or in part. Notwithstanding the foregoing, Data that contains personally identifiable information will only be used and disclosed in accordance with Foundri's Privacy policy.

5. Ownership.

You acknowledge and agree that the Foundri Platform, related services, Data and Web Information (as defined below), including all copyright and rights to patent, industrial design and trade mark protection, trade secrets and all other intellectual property rights (collectively, the "Foundri IP") are owned by Foundri or its licensors and are protected by Canada and international intellectual property laws and treaties. Subject to the limited rights of access expressly granted hereunder, Foundri reserves all rights, title and interest in and to the Foundri IP. No rights are granted to you other than the limited rights expressly set forth in these Terms and Conditions. You acknowledge and agree that you do not own, and shall not acquire, any right, title or interest in the Foundri IP and that, if necessary, you agree to perform any acts that may be deemed necessary to transfer or confirm ownership of any right, title, and interest in or to the Foundri IP.

6. Licenses.

It is your responsibility to acquire, provide and maintain at your own expense licenses for all other software, hardware, equipment, connections, facilities, services and other supplies necessary for you to access and use the Foundri Platform and related services.

7. Permitted Use.

You agree that you will use the Foundri Platform and related services solely for your internal business purposes and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare or otherwise commercially exploit or make the Foundri Platform and related services available to any third party, other than to your Authorized Users or as otherwise contemplated by these Terms and Conditions; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that violates third party privacy rights; (iv) send or

store malicious code or viruses; (v) interfere with or disrupt the integrity or performance of the Foundri Platform and related services or the Data contained therein; or (vi) attempt to gain unauthorized access to the Foundri Platform and related services or its related systems or networks. You further agree that you will not (i) modify, copy or create derivative works based on the Foundri Platform and related services; (ii) frame or mirror any content forming part of the Foundri Platform and related services; (iii) reverse engineer or decompile the Foundri Platform and related services; (iv) access the Foundri Platform and related services in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Foundri System and related services; or (v) permit or authorize any third party to do any of the foregoing.

8. No Interference.

All Data submitted by you through the Foundri Platform and related services will be free from malicious software, including viruses, worms, Trojans, software that bypasses normal authentication mechanisms or exploits or attacks software security or any software or data designed to disable, modify or damage the Foundri Platform and related services. You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Foundri Platform and related services. You will not take any action that imposes an unreasonably or disproportionately large load on Foundri's information technology infrastructure.

9. Sharing of Username/Password.

Sharing or lending of usernames or passwords is strictly prohibited. You are responsible for maintaining the confidentiality and security of the usernames and passwords issued to you and your Authorized Users. You will be liable and responsible for all actions, omissions, failures to act, and/or transactions conducted with the username and password issued to you or any of your Authorized Users. You will immediately notify us in writing of any unauthorized use of a username and password.

10. Compliance.

You represent and warrant to Foundri that: (a) you and your Authorized Users are in compliance with and shall comply with all laws and regulations that apply to your business; and (b) you and your Authorized Users have secured and will maintain all permits, licenses and governmental approvals required to operate your business including, without limitation, as required to access and participate in the Foundri Platform. We reserve the right to temporarily or permanently suspend your access rights and/or the access rights of any of your Authorized Users at any time.

11. Credit History.

You hereby authorize Foundri or its authorized agent to: (a) investigate your credit history, including obtaining, from time to time, credit history reports of your principals and Authorized Users (collectively, the "Credit History Reports"), and (b) share the Credit History Reports and related information with Foundri's Partners if required.

12. Changes to Terms and Conditions.

Foundri, at its sole discretion, may amend these Terms and Conditions at any time. You will be prompted to review and accept the revised Terms and Conditions the next time you access the Foundri Platform. The current version of the Terms and Conditions is also posted on the Foundri website. The amended Terms and Conditions will be effective as of the effective date indicated. Continued access and use of the Foundri Platform or services by you and/or your Authorized Users will constitute your full acceptance of the amended Terms and Conditions.

13. Electronic Signatures.

You will permit Foundri to capture your signature in electronic or digital form. You hereby authorize Foundri and its Partners to apply your electronic signature to documents necessary or incidental to your use of Foundri's services, including, without limitation bills of sale, odometer disclosure statements, invoices, acknowledgements, approvals, and title documents. You agree that your electronic signature is intended to authenticate the document to which it is applied and shall have the same force and effect as a manual signature.

14. Foundri's Role.

Foundri is a provider of online sale/listing services. We do not take title to the vehicles listed for sale via the Foundri Platform. Foundri is neither the Buyer nor the Seller of the vehicles listed for sale. Rather, Foundri provides services to facilitate the exchange of vehicles between Buyers and Sellers. As a sophisticated commercial party, you are expected to satisfy yourself regarding the condition and value of the vehicle and the terms of sale before buying or selling. Foundri is not a party to the vehicle sale contract, but is a third party beneficiary of the contract, entitled to the parties' performance and to seek legal remedies for the parties' breach. You agree that any legal claims arising out of a transaction will be between you and the other party (either Buyer or Seller) in the transaction and not against Foundri or any Foundri Partner (third party organisations that have developed a professional relationship with Foundri Platform).

15. Listing, Chatting, Purchasing and Sale.

Please see Foundri's support page for detailed information regarding the listing, chatting, purchasing and sale process.

16. Fees.

In consideration of access to the Foundri Platform and related services, you agree to pay Foundri and Foundri Partners (as applicable) all fees and charges assessed by Foundri and/or the Foundri Partners for access to the Foundri Platform and related services (collectively, the "Fees"). For an up to date list of Foundri Fees, go to: [Foundri.ca](https://www.foundri.ca) The purchase price of the vehicle, service charges, plus all applicable taxes and Fees payable by Buyer in connection with a transaction is the "Total Payment Amount."

17. Payment Terms.

Customer shall pay Foundri or the designated Foundri Partner the Total Payment Amount within two (2) Business Days of signing up to the Foundri Platform. "Business Days" are days other than Saturdays, Sundays and Statutory Holidays. Payment shall be made in CAD dollars by electronic funds transfer. If payment is not received by the Payment Due Date, the amount owing will be automatically debited using the default payment method selected by the Customer. Foundri reserves the right to specify the type of Payment Instrument it will accept from Customer. In addition, if you fail to pay the Total Payment Amount by the Payment Due Date, we may: (a) electronically debit your bank account in accordance with the default payment method selected by you. Foundri reserves the right to decline payment by electronic check at any time and for any reason. Any Payment Instrument withdrawn, rejected or returned for non-sufficient funds ("NSF") must be settled and replaced immediately. NSF transactions will be subject to a service charge up to the maximum amount allowed by CAD law and shall be immediately due and payable. You agree to pay all costs including, without limitation, attorney fees, court costs and other expenses reasonably incurred by Foundri or a Foundri Partner, to collect any monies owed by you.

18. Vehicle Pick-Up.

Vehicles cannot be removed from the Seller's lot until paid in full unless dealership is in agreement with a test drive. Buyers arranging transportation services on their own, must ensure that the Total Payment Amount is paid in full prior to pick up by the transportation service provider. Unless discussed otherwise between the two dealers. Buyers are required to pick up vehicles within five (5) days after a vehicle is marked "SOLD" in the Foundri System.

19. Termination.

You have the right to cease doing business with Foundri whenever you wish and Foundri has the right to cease doing business with you whenever Foundri wishes. Your obligation to pay all amounts owing and the terms and conditions will continue to apply after you cease doing business with us for a period no less than 12 months.

20. Seller Obligations

It is the Seller's obligation to fairly represent its vehicle and to correct any errors made regarding disclosed conditions prior to launching a vehicle for sale. Seller is responsible for the accuracy and completeness of all disclosures regardless of whether Seller has relied on Foundri or third party resources (e.g. Inspection Company, vehicle listing service, electronic data vehicle history report, etc.). In addition to the disclosures required under the NAAA Arbitration Policy, Sellers must disclose the following:

- i. Visible interior and exterior damage, glass damage, missing equipment and vehicle accessory electrical Problems (subject to the arbitration threshold in Section 23);
- ii. Vehicles not equipped with air conditioning (if not disclosed on the vehicle listing);

- iii. Paintwork (3 panels or more), bumpers not included; and
- iv. Tire tread depth measured at the lowest point less than 2/32nd inches.

b. Seller has three (3) Business Days to respond to arbitrator's inquiries and preliminary findings. If Seller fails to respond within the time limit, the arbitrator will decide the arbitration claim without further input from Seller. If the arbitration results in cancellation of the sale or other remedy in favor of Buyer, the Seller is required to reimburse Buyer its transportation costs and up to \$95 of costs incurred (verified by invoice and before taxes) of obtaining repair estimates. Seller is required to pay any award amount that is determined by the arbitrator to be payable within three (3) Business Days. If payment is not received within the time limit, Foundri reserves the right to assess a late payment charge and/or deduct the award amount from any amounts payable by Foundri to Seller.

21. Enhanced Arbitration Disclosure Threshold.

Sellers must disclose any single defect that has a repair cost of \$400 or more or multiple defects with a cumulative repair cost of \$800 or more, in each case verified by invoice and before taxes.

22. As Is Vehicle Listings.

Vehicles sold "As Is" are subject to limited arbitration rights as set out in the NAAA Arbitration Policy. Sellers are cautioned that Foundri does not tolerate deceptive selling practices. Accordingly, Foundri reserves the right to allow expanded arbitration notwithstanding a vehicle's "As Is" designation if Foundri determines that the Seller has engaged in major deception. Major deception involves intentionally failing to disclose material information about the condition or history of a vehicle or otherwise engaging in deliberately misleading, unprofessional or unethical conduct that materially affects the value of the vehicle; e.g., making false statements in the vehicle description or "Notes". Arbitration for mechanical issues will be rarely permitted and generally will be limited to undisclosed major engine/transmission issues making the vehicle undriveable. For "As Is" vehicles that sell for less than \$2,500, arbitration is limited solely to mileage/odometer and title issues.

23. Buyer Obligations

a. Prior to placing an offer, Buyer is required to know the arbitration rules in place for the vehicle. Buyer should carefully review all disclosed information including but not limited to photos, videos, announcements, damages, equipment, inspection summary and additional vehicle history information.

b. No later than three (3) Business Days after starting an arbitration claim, Buyer is required to submit supporting documentation to the dealer including, if applicable, wholesale (trade) repair estimates from an arm's length franchise dealership or NAAA member auction. Failure to do so may result in denial of the arbitration claim. For the purposes of calculating repair costs, a flat labor rate of \$100 per hour will apply and part

costs will be calculated at wholesale cost or retail cost minus 20%. If the arbitration claim is proved, the Seller is required to reimburse Buyer its costs (verified by invoice) of obtaining any required repair estimates in an amount up to \$95 (before taxes). Buyer shall not use any vehicle that is subject to an arbitration claim other than for test driving purposes (not to exceed 20 miles). Buyer may lose the right to make or continue an arbitration claim if the vehicle is otherwise driven, subject to Foundri's discretion.

c. Foundri reserves the right to assess an arbitration fee for invalid arbitration claims.

24. "Notes"

a. Seller is bound by comments and commitments made in the Q&A area of the Foundri Platform (Note). For example, if the Seller stated in "Notes" that the vehicle comes with 4 snow tires, the Seller will be required to provide 4 snow tires, even if Buyer who Won the vehicle did not participate in the "Notes" exchange.

b. Disclosures made by Seller in "Notes" are only binding on the bidder who participated in the "Notes" exchange. For example, if the Seller stated in "Notes" that the vehicle's air bag light is on; but did not make the airbag disclosure in the Vehicle Detail Page, the airbag disclosure will only be binding on the buyer who participated in the "Notes" exchange. Buyers are not expected to review "Notes" exchanges in which they did not participate.

c. When a vehicle is relaunched in the Foundri Platform, prior "Notes" comments are removed. Sellers should include any relevant information from prior Q&A exchanges in the Vehicle Detail Page for the re-launched vehicle. Buyers should be aware that any commitments made by Seller in previous Q&A exchanges do not carry over when a vehicle is relaunched. SPEAK TO AARON ABOUT VEHICLES BEING LAUNCHED BACK ONTO THE PLATFORM)

ADDITIONAL TERMS AND CONDITIONS

25. DISCLAIMER OF WARRANTIES.

FOUNDRI AND THE FOUNDRI PARTNERS PROVIDE THE FOUNDRI SYSTEM AND ALL RELATED SERVICES TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND HEREBY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES RELATED TO CUSTOMER'S AND/OR AUTHORIZED USER'S USE OF AND ACCESS TO THE FOUNDRI PLATFORM AND ANY RELATED SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES WHICH MAY BE CREATED THROUGH COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER UNDERSTANDS THAT THERE MAY BE INTERRUPTIONS, DELAYS, INACCURACIES, OMISSIONS, AND/OR OTHER PROBLEMS WITH THE FOUNDRI SYSTEM, INFORMATION, AND/OR VEHICLE LISTINGS PUBLISHED ON THE FOUNDRI PLATFORM, AND THAT FOUNDRI WILL NOT BE LIABLE TO CUSTOMER, AUTHORIZED USERS OR TO ANY THIRD PARTY THEREFOR. FOUNDRI DOES NOT WARRANT THAT THE FOUNDRI PLATFORM WILL BE ERROR FREE, CONTINUOUSLY

AVAILABLE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR MEET CUSTOMER'S, CONSUMER'S OR ANY THIRD PARTY'S REQUIREMENTS.

26. EXCLUSION OF CERTAIN LIABILITIES.

UNDER NO CIRCUMSTANCES SHALL FOUNDRI, THE FOUNDRI PARTNERS OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, LICENSORS, INDEPENDENT CONTRACTORS, OR SUPPLIERS (THE "FOUNDRI PARTIES") HAVE ANY LIABILITY TO CUSTOMER FOR ANY DIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS RESULTING FROM ANY CLAIM (WHETHER IN CONTRACT, TORT, EQUITY, NEGLIGENCE, OR STRICT LIABILITY) RELATED TO OR ARISING OUT OF THE FOUNDRI PLATFORM, ANY RELATED SERVICES, THESE TERMS AND CONDITIONS, INCLUDING THE PERFORMANCE OR BREACH THEREOF OR THE USE OR INABILITY TO USE, OR PERFORMANCE OR NONPERFORMANCE OF THE FOUNDRI PLATFORM OR ANY COMPONENT THEREOF, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

27. LIMITATIONS OF LIABILITY

THE LIABILITY OF ANY FOUNDRI PARTIES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, THE FOUNDRI SYSTEM OR ANY TRANSACTION OR SERVICE (WHETHER IN CONTRACT, TORT, EQUITY, NEGLIGENCE, OR STRICT LIABILITY) SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER AND THE AGGREGATE LIABILITY OF THE FOUNDRI PARTIES FOR SUCH ACTUAL DAMAGES SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE FEES PAID BY CUSTOMER TO FOUNDRI IN RESPECT OF THE TRANSACTION OR SERVICE OR \$500, WHICHEVER IS LESS. MULTIPLE CLAIMS SHALL NOT EXPAND THESE LIMITATIONS.

b. CUSTOMER AGREES THAT THE FOUNDRI PARTIES SHALL HAVE NO LIABILITY WHATSOEVER, ACTUAL OR OTHERWISE, TO CUSTOMER OR AUTHORIZED USERS BASED ON ANY OF THE FOLLOWING: (i) ANY DELAY, INTERRUPTION IN USE OF, FAILURE IN OR BREAKDOWN OF THE FOUNDRI PLATFORM OR ERRORS OR DEFECTS IN TRANSMISSION OCCURRING IN THE COURSE OF ACCESSING OR USING THE FOUNDRI PLATFORM; (ii) ANY UNLAWFUL OR UNAUTHORIZED USE OF THE FOUNDRI PLATFORM; (iii) ANY LOSS OF OR DAMAGE TO CUSTOMER'S RECORDS OR INFORMATION; OR (iv) ANY CLAIM RESULTING FROM THE TERMINATION OF ACCESS TO THE FOUNDRI PLATFORM OR ANY RELATED SERVICES.

28. Indemnity.

Customer hereby agrees to indemnify, defend and save harmless the Foundri Parties from and against all liabilities, losses, suits, claims, demands, costs, fines and actions of any kind or nature whatsoever to which a Foundri Party shall or may become liable, or which a Foundri Party may suffer (each an "Indemnified Claim") by reason of (i) Customer's breach of the Terms and Conditions or any other obligation hereunder or any agreement between Customer and a Foundri Party; (ii) Customer's negligence or willful misconduct; (iii) Transportation Losses; (iv) any personal injury or property damage that Customer or any person for whom Customer is responsible causes to

Foundri Party;(v) Customer's use of the Foundri Platform or any services or products provided by a Foundri Party; (vi) any actions, omissions or failures to act related to a Foundri Party's reliance on Customer's Power of Attorney.

29. Investigations.

Foundri cooperates fully with all investigations conducted by regulatory, government and police authorities (collectively "Investigative Authority"). By doing business at Foundri, you authorize us to comply with all reasonable requests from any Investigative Authority for information and/or documents concerning you, your business, and/or transaction history. Any Vehicles Listed on the Foundri Platform may be subject to inspection by Investigative Authorities without prior notice to you.

30. Routed Export Transactions.

If a vehicle is to be exported, Buyer is responsible for verifying that it satisfies all export requirements of the originating country and all import requirements of the destination country. Foundri is not the importer or exporter, and is not responsible for supplying export or import documentation.

31. Rebuilt Vehicles.

Please note that when registering an out of province Vehicle branded Rebuilt, provincial laws require that the brand be automatically changed to Salvage when the Vehicle title is registered in another province. For example, a Vehicle registered in BC with a Rebuilt title brand will automatically be given a Salvage title brand when the Vehicle is registered in Ontario. The Vehicle will need to undergo and satisfy the inspection requirements of the new province for Rebuilt vehicles before the title can be changed to Rebuilt in that province.

32. Representations Regarding Taxes.

Customer certifies that it holds the appropriate documentation issued by the sales tax authority of the state or province, or locality of its business, if necessary, which exempts Customer from the payment of sales tax. In the event that vehicles or other products purchased are used for any purpose other than for resale, Customer will pay directly to the proper taxing authorities such sale or use tax as may then accrue and be due and payable.

33. GST/QST Election.

To whom it may concern, customer will execute GST election forms pursuant to subsection 177(1.3) of the Excise Tax Act and QST election forms pursuant to subsections 41.0.1, 41.2 and 41.2.1 of The Act Respecting the Quebec Sales Tax

34. Transfer of Legal Ownership from Seller.

Notwithstanding any language in these Terms and Conditions and subject to Seller's obligations with respect to any arbitrated vehicle, both parties have entered into an

irrevocable contract of sale of a vehicle at the conclusion of the Foundri sale (i.e. when the vehicle is "SOLD"), and Seller relinquishes legal ownership of the vehicle at the earlier of (a) payment to Seller of the sale proceeds, or (b) upon Buyer taking possession of the vehicle, regardless of whether title documents are provided to Buyer at that time.

35. Vehicle Availability.

Seller must mark the vehicle as "SOLD" in the Foundri Platform no later than two (2) Business Days. As soon as a Vehicle Release Form is issued, Seller is required to make the vehicle available for pick-up. If Seller fails to do so, Foundri may (at its discretion): (i) require Seller to pay part or all of Buyer's transportation costs, floor plan financing costs, interest charges, services charges; (ii) charge Seller an administration fee; and/or (iii) cancel the transaction and repay any sale proceeds paid. Customer shall promptly remove from the Foundri Platform any vehicle that is no longer available for sale.

36. Buyer vehicle Inspection Obligations.

Buyer or Buyer's agent should carefully inspect the vehicle at the time it is picked up or delivered from the Seller's location. Any concerns must be noted on the bill of lading (or other delivery receipt) which should be signed by a representative of the Seller. In addition, Buyer is required to communicate any concerns to Foundri within the arbitration period.

37. Price Boosting.

Price boosting (aka "shilling" or "curbing"), or any other activity in which a Customer on its own or with others attempts to artificially inflate or decrease the selling price of a vehicle, is strictly prohibited.

38. Web Information.

All information and materials displayed on or accessible via links from the Foundri websites including, without limitation, (collectively, "Web Information"), are provided as a courtesy and for informational purposes only. Although we try to ensure that Web Information is accurate, errors may occur. In addition, some Web Information may be dependent on subjective interpretation or opinion. Neither Foundri nor any Foundri Partner warrants or guarantees the accuracy or reliability of Web Information.

39. Customer Reviews/Ratings.

"To come" The Foundri System gives Buyers and Sellers an opportunity to rate each other after a transaction. Customer ratings should be professional, fair and based on their genuine experience with the other customer (Buyer or Seller) in the specific transaction. Foundri will not modify a numerical or quantitative rating assigned by one Customer to another Customer. However, Foundri reserves the right to remove a Customer rating and/or commentary in the Foundri Platform if it includes obscene,

offensive or profane language, threatens or advocates harm, or promotes discrimination against individuals or groups protected by Canadian human rights laws.

40. Conducting Business.

Foundri: (i) may rely and act upon any purported signature whether oral, written, or electronic and other communication in connection with the Foundri Platform purportedly sent by Customer and/or any Authorized User or person purporting to be an agent or employee of Customer, and (ii) has no obligation to scrutinize, inquire, or confirm any signature or communication with Customer, any Authorized User or other person purporting to be an agent or employee of Customer. Foundri may conduct business with Customer through the (nonexclusive) use of electronic, computer, digital, or other paperless means, including the good faith reliance on electronic mail, facsimile transmittal, telephonic or other usual and regular forms of communication without confirmation or authentication of the communication by receipt of an original signature, document, paper or otherwise

41. Governing Law.

These Terms and Conditions will be governed by, interpreted under, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia. The parties attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals from them.

42. Governing Language.

The parties have agreed that the governing language for these Terms and Conditions shall be English, regardless of whether there is any current or future translation of this Agreement and regardless of whether multiple language versions of this Agreement have been executed. All documents and communications contemplated thereby or relating there to be drawn up in the English language.

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43. Miscellaneous.

No waiver of the provisions hereof shall be effective unless in writing and signed by an authorized representative of Foundri. If any provision in these terms and Conditions is held invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of these Terms and Conditions shall remain effective. These Terms and Conditions shall bind the respective heirs, executors, administrators, successors and assigns of Customer and inure to the benefit of Foundri and its successors, assigns and subrogees.

ACCEPTANCE

By accessing or using the Foundri Platform, you agree to abide by these Terms and Conditions, including the terms and conditions available by hyperlink to other web pages. These provisions include, among other things, disclosure rules, payment requirements. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING OR CLICKING " I AGREE" . BY SIGNING OR CLICKING ON "I AGREE" , YOU ARE AGREEING TO THESE TERMS AND CONDITIONS AND REPRESENT THAT YOU HAVE AUTHORITY TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF BUSINESS ASSOCIATED WITH YOUR USER ID AND PASSWORD

Dealership/ Business Name

Signature

Print Name of Authorized Signer

Date