



MEMBER TERMS AND CONDITIONS

Last updated on: March 5, 2010

As a member ("Member") at Copart ("Copart") you agree to be bound by the following Member Terms and Conditions. Copart reserves the right to amend Member Terms and Conditions at any time without prior notice to you. In addition, terms and conditions printed on sale sheets, conditions listed on the internet, and the Image and Data License Agreement <http://member.copart.com/c2/pdf/license.pdf>, the Copart Website Terms of Service <http://www.copart.com/c2/pdf/tos.pdf> and Copart Privacy Policy <http://www.copart.com/c2/pdf/privacy.pdf> are incorporated into these Member Terms and Conditions by reference. Unless otherwise stated, all fees are quoted in U.S. Dollars.

Vehicles offered for sale at Copart.com are sold through VB2, our patented Internet based auction selling platform. VB2 employs a two-step bidding process:

- Step 1 – Preliminary Bidding – is an open bidding venue that allows a bidder to enter bids either at a bidding station at a Copart facility (See “Kiosk Preliminary Bidding”, below) or over the Internet (See “Internet Preliminary Bidding”, below). VB2 allows a bidder to see the current high bid on a vehicle during Preliminary Bidding. Bidders enter the maximum price that they want to pay for a vehicle and VB2’s BID4U feature (see below) will incrementally bid on the vehicle on their behalf during Preliminary Bidding, and if it is the highest Preliminary Bid at the end of the Preliminary Bidding Period (see below), during the VB2 Virtual Sale. The Preliminary Bidding Period ends one hour prior to the start of the VB2 Virtual Sale.
- Step 2 – VB2 Virtual Sale - is a real time, Internet only virtual auction. Bidders have the opportunity to bid against each other and the high bidder from the Preliminary Bidding Period in real time. The bidders enter bids via the Internet in real time, and BID4U submits bids for the high bidder from the Preliminary Bidding Period, up to the bidder’s maximum bid. When bidding stops, a countdown is initiated. If no bids are received during the countdown, the vehicle sells to the highest bidder.

Bidding Overview: Here are the ways to bid on vehicles offered for sale at Copart.com:

- "Kiosk Preliminary Bidding" – Commencing two business days prior to a Virtual Sale, up until 11:00 a.m. (local time of the Copart facility where the vehicle is offered) the day of the sale ("Preliminary Bidding Period"), Members may submit Kiosk Preliminary Bids through computer terminals located at kiosks installed in the lobbies of Copart facilities. Kiosk Preliminary Bids compete against Internet Preliminary Bids (see below) during the Preliminary Bidding Period. One hour after the close of the Preliminary Bidding Period, the Virtual Sale begins (see below). The highest Preliminary Bid (either Kiosk or Internet) at the close of the Preliminary Bidding Period competes against Virtual Bids (see below) via "BID4U" (see Section II(E), below).
- "Internet Preliminary Bidding" – During the Preliminary Bidding Period, Members may log onto Copart's website at <http://copart.com/c2/home.html> and submit bids electronically. Internet and Kiosk Preliminary Bids compete as described above. The highest Preliminary Bid (either Kiosk or Internet) at the close of the Preliminary Bidding Period competes against Virtual Bids (see below) via "BID4U" during the Virtual Sale.
- "Virtual Bidding" – Members may log onto Copart's website at <http://copart.com/c2/home.html> during a VB2 Virtual Sale to submit bids electronically, in real time over the Internet, to compete with the highest Preliminary Bid, and other Virtual Bids.
- Bidding through a “Registered Broker” – Members may sign up with a Registered Broker to bid on vehicles that they may not qualify to buy directly at Copart.com. When you select a Registered Broker, you will be re-directed to the Broker’s website to register with the Broker. If you sign up with a Registered Broker and buy a vehicle at

Copart.com, you are buying the vehicle from the Broker, not Copart. Members who elect to sign up with a Registered Broker to bid on a vehicle offered at Copart.com are advised to carefully read and understand the Broker's website terms and conditions, including payment terms and conditions, conditions of sale, and fees charged. Registered Brokers are independent of Copart and you should review their qualifications thoroughly to ensure that they meet your vehicle purchasing needs.

- Bidding through a "Market Maker" – Members may visit a Market Maker to bid on vehicles at Copart.com. Market Makers do business from a physical location, where you can use a kiosk to search for vehicles available for purchase at Copart.com. If you use a Market Maker to buy a vehicle that you have selected, you are buying the vehicle from the Market Maker, not Copart. Members who elect to use a Market Maker to bid on a vehicle offered at Copart.com are advised to understand the Market Maker's terms and conditions, conditions of sale, and fees charged. Market Makers are independent of Copart and you should review their qualifications and services offered thoroughly to ensure that they meet your vehicle purchasing needs.
- "Sealed Bidding" – Members may log onto Copart's website at <http://copart.com/c2/home.html> to bid on certain vehicles offered by insurance companies and vehicle finance companies through Copart's Virtual Internet Exchange ("VIX") using a sealed bid format. BID4U is not available under this format – bids are accepted at face value.

During the Preliminary Bidding Period, Members may preview vehicles offered at a scheduled sale at a Copart facility in person.

Note: Where permitted by state law, sellers may bid on their own vehicles.

I. DISCLAIMERS

A. Vehicle Condition and History Disclaimer.

ALL VEHICLES ARE SOLD "AS-IS WHERE-IS"

All vehicles sold through Copart are sold **"AS-IS WHERE-IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.** The term "vehicle(s)" shall mean all items posted for sale on Copart's Website, including but not limited to cars, trucks, motorcycles, boats, jet skis, industrial equipment, homeowners salvage, trailers, RV's, etc. Copart and its vehicle sellers expressly disclaim the accuracy or completeness of any and all information provided to Members regarding vehicles, whether provided in written, verbal, or digital image form ("Vehicle Information"). Vehicle Information provided by Copart and its vehicle sellers is for convenience only. Members shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through Copart. Vehicle Information includes but is not limited to: year, make, model, condition, ACV, damage amount, damage type, drivability, accessories, mileage, odometer disclosures, vehicle identification number (e.g. "VIN", "HIN", and serial number), title, repair cost, repair history, title history, and total loss history. Copart and its vehicle sellers expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through Copart. Copart does not guarantee that keys are available for any vehicle sold through Copart, regardless of whether keys are present in online vehicle images, or were present in the vehicle prior to the time of purchase. Certain jurisdictions permit vehicles to be sold with missing VIN plates; as a result, Copart does not guarantee that vehicles are equipped with any or all VIN plates. Parts may be missing. Copart does not guarantee that vehicles meet or can be modified to meet local emission and/or safety requirements. **It is the sole responsibility of the Member to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all Vehicle Information prior to bidding on vehicles.**

All Members agree that Copart vehicles are sold AS IS and are not represented as being in a road worthy condition, mechanically sound, or maintained at any guaranteed level of quality. The vehicles may not be fit for use as a means of transportation and may require substantial repairs and expense.

B. Registration Laws Disclaimer. Copart does not guarantee that any vehicle sold can be legally registered in any state or country, and Member accepts all risks associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased at Copart. (For example, a vehicle legally purchased on a clean title by a Member at a Copart facility located in State "A" may be required to be sold on a salvage title if Member transports and resells the vehicle in State "B".)

C. DMV/MVD/DOR Paperwork Disclaimers. Copart is not responsible for defects, errors, or omissions (i) related to motor vehicle department or department of revenue paperwork not processed by Copart, or (ii) made by DMV/MVD/DOR.

D. NMVTIS Reporting Disclaimer. Vehicles listed for sale at Copart may have been reported to the National Motor Vehicle Title Information System (NMVTIS), and transaction data related to vehicles purchased at Copart may be reported to NMVTIS, in Copart's sole discretion. Member accepts all risks associated with purchasing vehicles at Copart resulting from the reporting of the vehicle or the purchase transaction data to NMVTIS by Copart or others.

II. SALE POLICIES

A. Bid Rejection. Copart reserves the right to reject or void bids for any reason, in Copart's sole and absolute discretion. Should a dispute arise regarding a bid, Copart is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Members agree to indemnify, defend, and hold Copart harmless from any and all liability arising out of decisions made in resolving disputes.

B. Sale Cancellation. Copart may, in its sole and absolute discretion and with or without notice, postpone or cancel a sale or withdraw a vehicle from a sale. Copart will neither have liability nor obligation to Members as a result of any vehicle withdrawal, or sale cancellation or postponement.

C. Tie Bid Policy. Virtual Bids prevail over Preliminary Bids of equal amount.

D. BID4U. Copart uses BID4U to make the bidding process easier and more efficient. Simply enter a Preliminary Bid representing the maximum price you are willing to pay for the vehicle and BID4U will bid on your behalf up to your maximum bid during both the Preliminary Bidding Period and the Virtual Sale. BID4U will only bid one increment over the current bid to maintain your position as the highest bidder. This allows you the possibility of purchasing a vehicle below your maximum bid. If a bidder with a higher maximum bid outbids you during Preliminary Bidding, you will be notified via email. **BID4U is not available for VIX vehicles.**

E. On-Approval Vehicles. Vehicles sold "On-Approval" will not be released to Members unless and until the seller notifies Copart of its acceptance of the high bid. In some instances, it may take up to three working days, including the day of the sale, for the seller to provide Copart notification of high bid acceptance. However, the majority of "On-Approval" vehicles receive bid acceptance or rejection within one day.

F. VIX (Virtual Internet Exchange) Vehicles

1. VIX vehicles are still in the seller's possession at the time of bidding and may only be inspected using the images available on <http://copart.com/c2/home.html>. The location of the Copart yard where the vehicle and title may be picked up by the high bidder will appear on the VIX online vehicle listing. VIX vehicles are sold "on-approval" using a sealed bid auction format. BID4U is not available for VIX vehicles. In the event of a tie between two or more bidders, the first bid received will be deemed the high bidder. Once submitted, bids can be increased, but cannot be lowered or retracted.

2. Copart will notify Members whether a bid has been accepted by the Seller within three business days after the listed bidding period ends. Members may also obtain this information by clicking on the "Check Bids" link or the "VIX Action Pending" icon, within the "Member Account" section of <http://copart.com/c2/home.html>.

3. If a Member's bid has been accepted, the Member is obligated to purchase the vehicle, but only if Copart notifies the Member no later than 45 days after bid acceptance that the vehicle and title are available for pick up. Following notification, the Member will have the standard number of days allowed by the yard where the Vehicle is located to pick up the vehicle before late-payment and storage fees apply.

4. If Copart notifies the Member more than 45 days after bid acceptance that the vehicle and title are available for delivery, the Member may at its option either (i) cancel the sale, or (ii) pay for and take delivery of the vehicle.

5. If prior to the vehicle being removed from Copart premises, it is determined that items have been removed or replaced on the vehicle, that additional damage has occurred since the time the Member submitted his/her bid, and/or there is a title type discrepancy, the Member will have the option to purchase the vehicle at the original price or cancel the sale. Odometer readings that differ from the listed mileage by less than 2,000 miles do not qualify for transaction cancellation.

G. Vehicle and Title Release. Copart reserves the right not to release any vehicle or vehicle title for any reason.

H. Bids Entered. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled.

I. Risk of Loss. Member takes full responsibility and assumes all risk of loss for all vehicles purchased from the time Copart accepts Member's bid. From and after acceptance of Member's bid (for vehicles located at a Copart facility) Member acknowledges that Copart is acting as bailee of Member's vehicle until such time as the vehicle is removed from Copart's premises. Member agrees that under the terms of the bailment, (1) Copart shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all Copart facilities, from acts of theft or vandalism, or acts of God; (2) Copart shall only be responsible for damage to or loss of the vehicle or parts thereof caused by the direct willful or grossly negligent act or omission of Copart; and (3) Copart shall not be responsible for any claim of damage made after the vehicle has left Copart's premises, regardless of whether Member, or any person on Member's behalf such as Member's agents, employees, or representatives, pick up the vehicle. **Once a vehicle is removed from Copart's premises it is accepted AS-IS, and under no circumstances will Copart be liable for subsequent claims of damage or loss of any kind or nature whatsoever.** In the event Copart is responsible, damages shall be limited to the lesser of (i) the amount of the diminution in value of the vehicle as reasonably estimated by Copart, or (ii) the purchase price (in which case Member shall return the vehicle to Copart). Copart may, in its sole discretion, resell the vehicle at a Copart sale, and the difference between the original sale price and the resale price shall be conclusive as to the amount of diminution of value, if any.

J. Import/Export Issues. It is the responsibility of the Member to comply with customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.

K. Offsite Sales. Offsite Sales vehicles will be available for pick up at the designated Copart facility or offsite address indicated. Standard Copart pickup requirements and storage rates apply to vehicles sold from offsite sale locations. If the Member fails to pick up an offsite vehicle within six (6) days of sale, the vehicle may, at Copart's sole discretion, be moved from the offsite sale location to one of Copart's facilities, and if the vehicle has been moved, the Member will be responsible for towing charges from the offsite location to Copart's facility, plus additional storage charges that may accrue from that day onward, for up to 30 days. After the vehicle has been at Copart's facility for 30 days and the towing and storage charges have not been paid, the vehicle will be considered abandoned and Copart will process the vehicle according to applicable law.

L. 1031 Exchange. Vehicles consigned to Copart by a vehicle seller may be sold as part of an equipment exchange pursuant to Section 1031 of the Internal Revenue Code and the rights of the vehicle seller under the consignment contract may be assigned to a third party qualified intermediary.

M. Counter Bidding. Counter Bidding allows sellers who have placed a Minimum Bid or a Bid To Be Approved (BTBA) on a vehicle to directly Counter Bid the high bidder after the sale ends. Member acknowledges and agrees that regardless of any Counter Bids made by the Seller of the vehicle, Member's high bid on a Minimum Bid or Bid To Be

Approved is an offer that shall remain open to acceptance by the seller until 5pm on the next business day after the sale day.

III. MEMBERS

A. **Member Eligibility.** You may sign up as a Member at Copart if you are at least 18 years of age. In addition, yard-specific registration requirements and applicable laws, regulations, and restrictions may further limit Member sign up and vehicle purchasing eligibility. Copart reserves the right to deny member privileges to, or exclude from Copart facilities, any individual or entity, in its sole and absolute discretion.

B. **Member Types.** In order to bid on a vehicle, you must be a Member.

1. **Basic Members** must register and pay a one time Basic Member registration fee.

2. **Premier Members** must register and pay a one time Premier Member registration fee, and an annual Premier Member renewal fee.

Members who purchase vehicles for resale must provide copies of current licenses and completed sales tax exemption certificates. Premier Membership must be renewed annually by paying an annual nonrefundable Premier Member renewal fee and submitting copies of all current licenses (if applicable), and any information regarding change of ownership or address. Copart reserves the right to increase (or decrease) registration and renewal fees at any time without notice.

C. **Authorized Bidders.** Businesses registered as Premier Members may authorize up to three individuals to submit bids on behalf of the company, including the owner. Authorization of more than three individuals to submit bids is subject to Copart's discretion and may require payment of additional fees.

D. **Guests.** Except where prohibited by law, guests 16 years of age or older are allowed to enter Copart facilities (including during the Preliminary Bidding Period) when accompanied by a Member. Guest passes are subject to a fee where applicable. Guest passes must be displayed at all times. Only Members in good standing are permitted to bid on vehicles.

E. **Account Activity.** Members are responsible for all account activity, including, without limitation, all Preliminary Bids and Virtual Bids submitted under Member's username and password through <http://copart.com/c2/home.html> or through terminals located in kiosks at Copart facilities. Member's account may not be transferred or assigned to any person or entity. In the event a Member's account, membership I.D., or username and password are used without authorization, Member shall be responsible for all account activity and charges incurred prior to Copart's receipt of written notice from Member of the unauthorized activity.

F. **Compliance.** Members shall comply with all applicable laws, statutes, ordinances, and regulations regarding their use of Copart's services.

G. **Membership Revocation.** Copart reserves the right to suspend or revoke a member's bidding privileges for any reason, in its sole and absolute discretion.

H. **Release of Liability and Indemnification.** Members and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from Copart, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates, and vehicle sellers ("Copart Indemnitees") any and all damages, losses, liabilities, costs, expenses, or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage, or other occurrence loss which occurs on Copart premises. Members agree to indemnify, defend, and hold Copart Indemnitees harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by Member and Member's guests for arising from or related to: 1) bodily injury or property damage occurring on Copart premises, 2) Member's failure to comply with applicable laws or regulations, 3) Member's subsequent sales or transfers of Vehicles to third parties, and 4) claims made against Copart

Indemnitees by Member's guests, agents, employees, or customers. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL COPART INDEMNITEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF, OR INABILITY TO USE, ANY VEHICLE, EVEN IF COPART INDEMNITEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Members and guests who are California residents waive California Civil Code §1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I. Marketing and Promotional Materials. Members agree they have affirmatively requested to receive marketing and promotional materials via mail, e-mail, and facsimile.

IV. FEES, PAYMENT, AND DELIVERIES

A. Fees. Buyer, Internet bid, storage, loading/gate, late payment, relist, delivery and other fees applicable at each Copart facility may vary by location and member type and are subject to change without notice. A fee will be charged for each duplicate salvage certificate or bill of sale requested. Member is solely responsible for ascertaining fees applicable to a Copart facility prior to bidding.

B. Payment. Payment for vehicles may be made by cash (at certain locations), cashier's check or money order. Member Registration Fees and Security Deposit payments may be made by credit card on-line. Acceptance of company checks is subject to prior approval by the Copart Accounting Department. Members agree to be personally liable for payment of any cashier's check, money order, or check that is dishonored. In the event of a dishonored cashier's check, money order, or check, Member agrees to make payment within two days after receipt of notice from Copart of a dishonored check, and to pay Copart's NSF processing fee, and any and all collection costs including but not limited to, collection agency fees, and/or attorney's fees and court costs.

C. Sales Tax Indemnification. Members purchasing vehicles from Copart at wholesale pursuant to a sales tax exemption certificate agree to indemnify, defend, and hold Copart harmless from any and all sales tax assessments, fines, penalties, damages, and costs, including attorneys fees, incurred as a result of a determination by taxing authorities that the transaction was subject to the payment of sales, use, or excise tax.

D. Relist Fees. In the event a vehicle is not paid for within the time specified by the Copart facility where the vehicle was sold, Member agrees that Copart may, in its sole and absolute discretion, cancel the sale, relist the vehicle for sale, and Member shall be responsible to pay a relist fee, plus any collection costs, including court costs and reasonable attorney's fees. Relist fees may vary by facility. Member agrees to verify relist fees prior to bidding on vehicles. Members causing excessive vehicles to be relisted are subject to suspension or revocation of their bidding privileges.

E. Automatic Deliveries. Subject to prior approval by Copart, Members may arrange for automatic delivery by Copart of all vehicles purchased. Storage charges and gate fees are waived for Members set up with automatic delivery. Members arranging for automatic delivery also enjoy priority delivery over all other Copart deliveries.

F. Payment for Vehicles Delivered by Copart. All fees and charges on vehicles scheduled for delivery must be paid prior to delivery, if not set up for automatic delivery. STORAGE FEES WILL BE CHARGED ON ALL VEHICLES ASSIGNED FOR DELIVERY AFTER THE PAYMENT GRACE PERIOD HAS ELAPSED. When a delivery in progress cannot be completed, regardless of the reason, Member will be charged for a dry run both ways, plus storage at prevailing Copart rates. Member must accept the vehicle when it is scheduled for delivery to avoid dry run and storage charges.

G. Unpaid Fees and Priority of Application of Payments. Payments made by Member to Copart will be applied in the following order: first towards any unpaid fees (including but not limited to Member, convenience, storage, loading/gate, late payment, relist, and delivery fees), then towards payment of any vehicles purchased by Member. For example, if Member makes a payment of \$1,000, but has outstanding relist fees of \$400, Copart shall apply the first \$400 towards the

unpaid relist fees, with the remaining \$600 applied towards payment for vehicles. Member agrees that Copart has no duty to release vehicles or vehicle titles until all unpaid fees are paid in full.

H. Security Deposits.

1. Security Deposit for Basic Members. Upon registering as a Basic Member, no security deposit will be collected. A Basic Member may bid on one vehicle at a time up to a maximum bid of \$1,000 without payment of a security deposit. Notwithstanding the above described Basic Member bidding privileges, Copart reserves the right to require a security deposit be paid before a Basic Member may bid on a vehicle.

A security deposit of 10% of the maximum amount that a Basic Member wishes to bid shall be required for bids over \$1,000. For instance, if a Basic Member wishes to bid up to \$3,000 for a vehicle, a security deposit of \$300 must be paid prior to bidding.

The Basic Member security deposit shall apply to the purchase price and fees due if a Basic Member is the winning bidder on a vehicle.

A Basic Member may request a refund of any unapplied security deposit. All refunds are subject to confirmation that the security deposit is not applicable to any open bids or unpaid charges. All refunds shall be credited to the credit card used to submit the deposit. In the event the credit card is not valid the refund shall be made by check and mailed to the Member at Member's address within 30 days of receipt of written request and verification of amount due.

2. Security Deposit for Premier Members. All Copart Buyers that were in good standing as of September 25, 2009 became Premier Members, and no additional security deposit will be required.

After September 25, 2009, Copart will collect a \$400 security deposit from all Premier Member applicants. Copart will return the Premier Member security deposit upon Member's request if all invoices and charges have been paid in full; however, Member's Premier account will be downgraded to Basic Membership. In the event a Premier Member fails to pay any invoice and the debt is past due, Copart will use the Premier Member security deposit to satisfy the debt.

Any Premier Member with an excessive number of unpaid relist fees or NSF checks will be subject to automatic account suspension. If this occurs, Member will be subject to a security deposit requirement of \$400. Copart will retain this deposit as security against unpaid invoices. Copart will return the deposit upon Member's request if all invoices have been paid, but Member's account will be suspended. In the event Member fails to pay any invoice and the debt is past due, Copart will use the security deposit to satisfy the debt.

Any Premier Member who is subject to the security deposit requirement may have the deposit requirement raised to an amount solely determined by Copart if Member has recurring issues involving the nonpayment of relist fees.

V. MISCELLANEOUS TERMS AND CONDITIONS

A. Homeowner Items. All homeowner items purchased at a Copart sale will have a buyer fee added. Loading/gate fee will only apply if a forklift is required to remove items purchased.

B. Consignment Vehicles. In order to sell a vehicle, you must bring the vehicle and ownership documentation to a Copart facility. Vehicles should be brought into Copart three (3) working days before the day of the sale in order to be sold at the next scheduled sale and to take full advantage of VB2 Preliminary Bidding. Full sale fees apply to vehicles that do not sell or that are not released. You must contact your local Copart facility for current fees and rules applicable to vehicle consignment sales.

C. Copart Yard Rules.

1. Repairing vehicles on Copart premises is strictly prohibited.
2. Vehicles purchased and not removed from Copart parking or loading facilities by 4:45 p.m. will be moved to the locked storage area and will only be released upon payment of an additional gate and storage fee.
3. Anyone caught stealing or damaging vehicles will be arrested and prosecuted to the fullest extent of the law. This includes theft or damage to keys.
4. A \$100 reward will be paid to anyone providing information leading to the arrest and conviction of individuals stealing or damaging vehicles at Copart facilities. This includes keys.
5. **Stay clear of electric fences at all times.**

D. Forum Selection, Venue, Jurisdiction, Choice of Law, and Service of Process. Member acknowledges and accepts the following as express conditions to membership with Copart:

1. Any action or proceeding arising out of a vehicle purchased at Copart shall be litigated only in the state/province and county where the Copart facility that stored the vehicle at the time of sale was located. The laws of the state/province in which the Copart facility that stored the vehicle at the time of sale shall apply. For example, if a vehicle was stored at Copart's facility in Los Angeles, California at the time of sale, any action or proceeding arising out of the sale of that vehicle must be litigated in Los Angeles County, California and California law would apply.
2. Member consents to the forum selection, choice of law, jurisdiction, and venue provisions described above.
3. Member consents to the service of process by certified or registered mailing of the summons and complaint to the last address provided by Member to Copart.
4. This section supersedes the venue provisions of the Copart Website Terms of Service as applied to Member disputes involving the bidding on or purchasing of vehicles from Copart.

E. Integration. This Agreement is the entire and sole agreement of the parties hereto with respect to its subject matter. There have been no representations, warranties, or promises outside of the Terms and Conditions.