

AutoExportShield.com Terms and Conditions

Acceptance and Acknowledgement of Terms and Conditions

These Terms and Conditions govern your use of the website www.AutoExportShield.com <<http://www.AutoExportShield.com>> <<http://www.AutoExportShield.com>> (the "website") owned by Auto Export Shield, Inc., ("Auto Export Shield"). By using, visiting, accessing or browsing the website you are indicating your acceptance and agreement to be bound by these Terms and Conditions. These Terms and Conditions constitute an ongoing contract between the user and Auto Export Shield, Inc., and your use of the website. If you do not agree to the Terms and Conditions stated herein, you should not use the website.

Changes to Terms and Conditions

Auto Export Shield, Inc., reserves the right to revise, edit or change these Terms and Conditions at any time by updating this web page and, other than by updating this web page, Auto Export Shield will not provide you any notice of any such revisions, edits or changes to these Terms and Conditions. By utilizing the website, you understand and agree that these Terms and Conditions affect your rights and are binding on you and you agree to regularly visit the Terms and Conditions page on the website to review the Terms and Conditions. The posted version of these Terms and Conditions posted on the website will supersede any and all previous versions of the Terms and Conditions.

Auto Export Shield Service

Auto Export Shield and the website is a service that assists automobile dealers in identifying illegitimate and unscrupulous automobile purchasers, resellers and exporters who purchase automobiles for the purpose of selling and exporting the automobiles in foreign markets in contravention of automobile manufactures' policies and procedures. When automobile manufacturers discover that an automobile dealer sold an automobile to an individual who purchased the automobile for the purpose of reselling and exporting the automobile to a foreign market, the manufacturers charge the innocent and unknowing automobile dealer penalties and fees for contributing to the resale and export of the automobile to a foreign market. Automobile dealers not only lose their profit as a result of these fees and penalties, but also many times are forced to pay fees and penalties in an amount that exceeds their profit on the subject sale which causes the dealer to incur significant financial losses, as well as possible restrictions on receiving inventory from the penalizing manufacturer in the future.

When utilizing the website, automobile dealers will be asked to provide certain information about the potential automobile purchaser. It is imperative that the automobile dealer verify requested information from the potential automobile purchaser and provide accurate information to Auto Export Shield when utilizing the website. Failure for the automobile dealer to verify potential purchaser information and provide valid information when utilizing the website significantly decreases the effectiveness of Auto Export Shield and the website. As such, by registering for the website, you are agreeing to verify potential purchaser information and provide correct information regarding potential

automobile purchasers to Auto Export Shield when you utilize the website.

Auto Export Shield guarantees payment of the penalties and fees lawfully and properly assessed by the manufacturer upon the unknowing automobile dealer if the automobile is resold or exported to a foreign market, provided that such sale or export occurs before the earlier of (1) 12 months following the sale of the automobile by the dealer to the original purchaser or (2) the sale, transfer, or other disposition of ownership of the automobile by the original purchaser. Said guarantee is conditioned upon the automobile dealer providing complete and accurate information which has been verified by the automobile dealer to Auto Export Shield.

Membership, Billing and Cancellation

Auto Export Shield offers automobile dealers the privilege to utilize the website as a member by registering on the website and by providing valid debit or credit card information. Upon registering for the website each automobile dealership will be charged \$ $\{value\}$ per 30 day period commencing the day of your registration on the website. If you do not cancel your membership 30 days prior to the registered day Auto Export Shield will bill you (automobile dealer) on a monthly basis until the membership is canceled. Cancellation of your membership must be in writing and received at least 30 days prior to your next billing date. Auto Export Shield does not provide refunds or credits for partial-month memberships. Cancellations made in writing to Auto Export Shield 663 Harold Ave Suite D Winter Park, FL 32789

Disclaimers of Warranties and Liability Limitations

The website and Auto Export Shield services are provided "as is" without warranty of any kind and Auto Export Shield, Inc., makes no representations or warranties of any kind with respect to its website or services. In no event will Auto Export Shield, Inc., its shareholders, directors, officers or employees be jointly or severally liable to you, your principals or agents, for any special, incidental, indirect or consequential damages of any kind, including loss of profits, business interruption or commercial loss or damages of any kind, whether based on warranty, contract, tort or any other legal theory, resulting from your use or inability to use the website.

Governing Law

These Terms and Conditions are construed and governed by the laws of the State of Florida, without regard to conflicts of laws provisions. Jurisdiction for any claims arising from these Terms and Conditions or your use of the website shall lie exclusively with the courts within Orange County, Florida and all parties submit to the personal jurisdiction of these courts. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. These Terms and Conditions constitute the entire agreement between you and Auto Export Shield, Inc., with respect to the use of the website.

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