

TERMS OF USE

Date Revised and Posted: October 2011 ("*Effective Date*") by Scorpion Automotive Ltd, a company with an address at Drumhead Road Chorley North Business Park, Chorley, Lancashire, PR6 7BZ, United Kingdom.

1. TERMS OF USE ENFORCEABILITY. You acknowledge and agree that you have freely and voluntarily entered into these Terms of Use for ScorpionAuto and Datatool (the "*Site*"), have read and understood each and every provision, and any interpretation of these Terms of Use shall not be construed against us because we drafted these Terms of Use.

2. DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT THE SITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND WE DO NOT MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIM ANY, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE OR ITS CONTENTS, INCLUDING, WITHOUT LIMITATION, ANY REGARDING OR ARISING FROM: (I) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; (II) COURSE OF DEALING, COURSE OF USAGE, OR COURSE OF PERFORMANCE; OR (III) TIMELINESS, ACCURACY, RELIABILITY OR CONTENT OF THE SITE AND ANY INFORMATION PROVIDED THROUGH THE SITE UNDER THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTY REGARDING THE PROFITABILITY OF TRANSACTIONS EXECUTED ON THE SITE OR THE RESULTS TO BE OBTAINED FROM THE USE OF THE INFORMATION ON THE SITE, AND INFORMATION ON THE SITE IS NOT INTENDED TO PROVIDE LEGAL, FINANCIAL, ACCOUNTING, TAX OR OTHER ADVICE, AND SHOULD NOT BE RELIED UPON AS PROFESSIONAL ADVICE.

3. LIMITATION OF LIABILITY.

3.1 Excluded Damages. WE ARE NOT LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES (COLLECTIVELY, THE "*DAMAGES*"), ARISING OUT OF YOUR USE OR INABILITY TO USE THE SITE. BY WAY OF EXAMPLE AND NOT OF LIMITATION, WE ARE NOT LIABLE FOR DAMAGES FOR: (I) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA, (II) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION, EQUIPMENT, OR PROPERTY. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR THE CONDUCT OF AND INFORMATION SUPPLIED BY OTHER SITE USERS OR THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT) AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

3.2 Enforceability. THIS PROVISION ENTITLED "LIMITATION OF LIABILITY" APPLIES REGARDLESS OF: (A) OUR NEGLIGENCE; (B) OUR GROSS NEGLIGENCE;

(C) ANY FAILURE OF AN ESSENTIAL PURPOSE; AND (D) WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THIS PROVISION ENTITLED "LIMITATION OF LIABILITY" APPLIES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE AREAS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW, AND IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU EXCEED ONE HUNDRED POUNDS (£100).

3.3 Third Parties. WE ARE NOT RESPONSIBLE AND NOT LIABLE FOR ANY INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY OTHER WEB SITES THAT LINK TO OR FROM THE SITE. WE NEITHER ENDORSE NOR ARE RESPONSIBLE FOR THE ACCURACY OF ANY THIRD PARTY MATERIAL(S), AND YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF, OR RELIANCE ON, SUCH MATERIAL(S), NOR FOR ANY FAILURE TO ENFORCE ANY OF OUR RIGHTS UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, AGAINST ANY SITE USER OR ANY THIRD PARTY.

3.4 Limitation on Liability of Parents, Subsidiaries, Shareholders, Officers, Directors, Members, Employees and Agents. You shall not make any claim against our parents, subsidiaries, affiliates, members, shareholders, officers, directors, employees or agents but instead shall look solely to our assets for satisfaction of any of our liabilities under these Terms of Use.

4. YOUR USE OF THE SITE.

4.1 Your Right to Use the Site. We grant you a non-exclusive, personal, and revocable right to access the Site. You represent that you are at least the following age: 16

4.2 Passwords. You are responsible for protecting the confidentiality of your password(s), and for the acts and omissions of any third party that accesses the Site through use of your password, as if such acts and omissions were your own.

4.3 Changes to the Site and Premium Features. We shall have the right at any time to change or discontinue any aspect or feature of the Site, including, but not limited to, content, hours of availability, and equipment needed for access or use.

5. CHANGED TERMS. We shall have the right at any time to amend these Terms of Use, effective immediately upon notice on the Site, and any use of the Site by you after notice is subject to these new amendments. Please note that access to premium site features may be subject to a fee and additional agreement(s), which we will provide to you for your approval before charging you.

6. EQUIPMENT. You must obtain, pay for and maintain all software, hardware and anything else needed to use the Site.

7. YOUR CONDUCT.

7.1 Lawful Purposes. You shall use the Site for lawful purposes only. You shall not post or

transmit through the Site any material which violates or infringes in any way upon the rights of others, is unlawful, threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions that encourage criminal conduct, give rise to civil liability or otherwise violate any law.

7.2 Intellectual Property. The Site contains copyrighted material, trademarks and other proprietary information, which may include, but is not limited to, text, software, photos, video, graphics, music and sound. We own a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original, granted or assigned to us. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works, publicly distribute, publicly display, reproduce, publicly perform, or in any way exploit in any format whatsoever (including, without limitation, print and electronic formats) any of the Site content, without our prior written authorization. Except as otherwise expressly permitted under the United States copyright laws, copying, redistribution, retransmission, publication or commercial exploitation of downloaded material is not permitted without our written permission and the applicable copyright owner. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

7.3 Works and Material You Submit to the Site. You shall not upload, post or otherwise make available on the Site any works or material protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any works or material are not so protected rests entirely with you. You are liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all works or material submitted by you to the Site, you automatically grant, or warrant that the owner of such material has expressly granted, us a royalty-free, perpetual, irrevocable, worldwide, fully-paid up license to use, reproduce, create derivative works, publicly distribute, publicly perform, publicly display, assume any sound recording rights or moral rights of attribution or integrity, transmit, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed (including, without limitation, print and electronic form, media and technology) for the full term of any copyright that may exist in such works or materials. Except as limited under applicable law, and subject to any functionality on the Site allowing you to restrict access, you also permit any other Site user to access, view, store or reproduce the works or materials consistent with the provision entitled "Your Right to Use the Site."

7.4 No Unauthorized Access and Unauthorized Activities on the Site. The Site is only publicly available for the authorized uses described in these Terms of Use. Access to the Site is not authorized for any activities that interfere or have the potential to interfere with our possessory interest in the Site. Unauthorized activities, include, but are not limited to: any access and use of the Site for automated access, screen or data scraping, data acquisition and consolidation, automated offers, auction aggregations, software robots (including, without limitation, shopping bots), or recursive searching; using the Site in an attempt to break security, or so as to actually break security of any computer network (including, without limitation, the Site itself), or to access an account, message, or file which does not belong to you; using the Site for unauthorized relays through any third party systems; attempting, in any way, to interfere with or deny service to any user or any host on the Internet; using the

Site for mail-bombing, which includes, without limitation, any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional; using the Site to engage in unsolicited commercial email, or to add or attempt to add addresses to any mailing list (yours or a third party's); attempting to cancel, supersede, or otherwise interfere with electronic mail; using the Site to engage in flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other denial of service attacks; furnishing false data on your sign-up form, contract, or online application, including, without limitation, providing fraudulent payment information; actively engaging in or authorizing making the Site or any portion available as part of a "co-branded" or "private label" web site, web service, or Internet access service, or as part of a "channel" through a software or Internet service, or similar arrangements or relationships that offer or provide access to the Site from or through other web sites, web services, or Internet access services, or as part of any other web site when Framed (as defined below) and displayed as part of another web site or web service, and you shall not authorize any third party to make any of the Site available on any other web site by means of Framing (as used herein, "**Frame**" and "**Framing**" means the display of a web page (the "**Framed Page**") within an HTML frame of a different web page (the "**Framing Page**"), where the Framed Page is not controlled by the party that publishes the Framing Page); using the Site for any unlawful purpose, in which case you acknowledge and agree that we may fully cooperate with any law enforcement authorities in regards to such unlawful purposes; and any other activities that exceed the scope of our permission to allow you to use this Site (the "**Unauthorized Activities**"). You acknowledge and agree that your Unauthorized Activities constitute a substantial interference with our possessory interest in the Site, even if such Unauthorized Activities alone do not damage to us, if such Unauthorized Activities would cause such damage in combination with other Unauthorized Activities engaged in by any third party or parties. Should you engage in any Unauthorized Activity, you acknowledge and agree that such Unauthorized Activity is: (a) a breach of these Terms of Use; (b) a trespass to chattel; (c) a violation of the UK Computer Misuse Act; 1990 and (d) illegal.

8. MONITORING. We have the right, but not the obligation, to monitor the content of the Site, to determine compliance with these Terms of Use, any other agreement between you and us, and any operating rules established by us, as well as to satisfy any law, regulation, authorized government request, or trade association guideline. We have the right to edit, refuse to post or remove any material submitted to or posted on the Site. You acknowledge and agree that any communication or material you post or transmit to the Site is, and will be treated as, non-confidential and non-proprietary. Without limiting the foregoing, we shall have the right to remove any material that we find violates these Terms of Use, may cause liability for us, or is otherwise objectionable.

9. INDEMNIFICATION. You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, (collectively, the "**Losses**") arising out of any breach by you of any of these Terms of Use, or any use by you of the Site or transmission by you through the Site. Except as prohibited by applicable law, we may set-off the amount of any Losses against any sums accruing to you under any transaction between you and us. Upon receipt of any third party claim, we shall have the right to assume the sole defence, at your expense, by representatives chosen by us. You shall provide us with such assistance, without charge, as may be requested by us in

connection with any such defence, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we shall deem necessary. You shall not settle any third party claim or waive any defence without our prior written consent.

10. TERMINATION AND SURVIVAL. Either we or you may terminate these Terms of Use at any time. Without limiting the foregoing, we shall have the right to immediately terminate these Terms of Use, as to you, by terminating your access to the Site, for our convenience, for any reason or no reason, or for any breach by you of these Terms of Use. You may terminate these Terms of Use by deleting your profile and ceasing to use the Site, but if you use the Site again in the future, then you will have agreed to these Terms of Use again. Sections 1, 2, 3, 7, 8, 9, 11, 12, 13, and 14 survive any termination of these Terms of Use.

11. TRADEMARKS. The following trademark(s) are owned by us, all rights reserved: Scorpion Automotive. All other trademarks appearing on the Site are the property of their respective owners. You gain no rights of any nature whatsoever in our trademarks, service marks or trade names through your use of the Site.

12. NO ENDORSEMENT OF SITE CONTENT. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement made on or off the Site by anyone other than one of our authorized employee spokespersons while acting in their official capacities. It is the responsibility of you to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Site or through a Site user. Advice of a professional may be necessary for you regarding the evaluation of any specific information, opinion, advice or other content.

13. COPYRIGHT INFRINGEMENT: TERMINATION, NOTICE AND TAKEDOWN POLICY. Our Copyright Agent for notice of claims of copyright infringement on or regarding the Site can be reached as follows:

Copyright Agent: Chris O'Hara, chris.ohara@scorpionauto.com

13.1 Termination of Site Access. We respect the rights of copyright holders and in this regard, we have adopted and implemented this policy. Under this policy, we shall terminate, if commercially practicable and reasonable, Site access in appropriate circumstances for employees, Site users and account holders, who infringe the rights of copyright holders. If the infringer is an innocent infringer, then we shall not terminate access unless such person has repeatedly infringed copyrighted material. If we determine that the infringer negligently or intentionally engaged in the infringing activity, then we reserve the right to immediately terminate that infringer's Site access.

13.2 Notification. If anyone believes that his or her work has been copied in a way that constitutes copyright infringement, and that work appears on the Site, or on another web site linked to the Site, then that person (the "**Notifier**") should provide our Copyright Agent a notification ("**Notification**") containing the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if

multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13.3 Counter Notification. Upon receiving a Notification, we will take reasonable steps to notify you or the other individual (the "**Material User**") under whose direction the material resides on the Site or any other web site, if applicable, that we have removed or disabled access to such material. If the Material User believes that our removal of or disabling of access to such material was a result of mistake or misidentification, then the Material User should provide our Copyright Agent a counter notification (a "**Counter Notification**") containing the following information:

1. A physical or electronic signature of the Material User;

2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

3. A statement under penalty of perjury that the Material User has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

4. The Material User's name, address, and telephone number, and a statement that the Material User consents to the jurisdiction of Federal District Court for the judicial district in which such address is located, and that the Material User will accept service of process from the Notifier or his or her agent.

Upon receipt of a Counter Notification, we will provide the Notifier with a copy of the Counter Notification. We will also inform the Notifier that we will replace the removed material or cease disabling access to it. We will then restore the removed material or cease disabling access to it unless the Notifier has filed an action seeking a court order to restrain the Material User from engaging in infringing activity relating to the material on the Site. The aforementioned responsibilities are required of us in order to comply with the Acts. If the Notifier is you, you hereby agree to provide our Copyright Agent with immediate written notice of the filing of the above action.

14. GENERAL. Entire Agreement and Amendments. This Agreement is the entire agreement between us and supersedes all earlier and simultaneous agreements regarding the subject matter. **Governing Law and Forum.** All claims regarding this Agreement are governed by and construed in accordance with the Laws of England, Scotland, Wales & Northern Ireland, applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in E.U, regardless

of the inconvenience of the forum, except that we may seek temporary injunctive relief in any venue of our choosing. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. **No Waivers, Cumulative Remedies.** Our failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of our rights under this Agreement. All of our remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive. **Severability.** If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect our original intent, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions. **Notices.** All notices to us under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to this address: SCORPION AUTOMOTIVE, Drumhead Road, Chorley North Business Park, Chorley, England, PR6 7DE. **Captions and Plural Terms.** All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.