

Terms of Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

THIS TERMS OF USE AGREEMENT ("AGREEMENT") IS BETWEEN AUTOMOTIVE SPECIALTY TOOL, LLC (THE "COMPANY") AND THE PERSON (THE "USER") WHO USES ITS WEBSITE, AUTOMOTIVESPECIALTYTOOL.NET("WEBSITE" OR "SITE"), OF WHICH THE COMPANY HAS PROPRIETARY OWNERSHIP. USERS CONSIST OF PERSONS USING THE WEBSITE TO BUY ("BUYERS"), SELL ("SELLERS"), BORROW ("BORROWERS"), AND LEND ("LENDERS"), AND THIS AGREEMENT APPLIES TO ALL USERS IN ANY OR ALL OF THESE CAPACITIES. THIS AGREEMENT GIVES A USER THE RIGHT TO ACCESS AND USE THE COMPANY'S SERVICES IN THE CREATION OF A MARKET FOR AUTOMOTIVE TOOLS BETWEEN BUYERS, SELLERS, BORROWERS, LENDERS, AND/OR ANY COMBINATION THEREOF, ABIDING BY ANY AND ALL OF THE COMPANY'S POLICIES AS SET FORTH ON THE WEBSITE. THE COMPANY IS WILLING TO GRANT A USER THE RIGHT TO ACCESS AND USE THE COMPANY'S WEBSITE ONLY IF THE USER ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT, AS SET FORTH BELOW, FOR USE OF THE LICENSE TO ACCESS COMPANY'S SERVICES.

BY CLICKING THE "I AGREE" BUTTON BELOW AND ACCESSING THE PRODUCTS, THE USER ACKNOWLEDGES THAT USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF THE USER DOES NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT, THE USER SHOULD NOT ACCESS OR OTHERWISE UTILIZE THE WEBSITE OR PRODUCTS BECAUSE NO LICENSE SHALL HAVE BEEN GRANTED THERETO.

COMPLETE AGREEMENT. This Agreement is the complete and exclusive statement of the agreement between the Company and the User with respect to its subject matter, and supersedes and voids any proposal or prior agreement, oral or written, and any other communications between the parties in relation to its subject matter. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by a corporate officer of the Company. This Agreement may be amended at any time by us from time to time without specific notice to users. The latest Agreement will be posted on the Site, and user should review this Agreement prior to using the Site. You agree to review these Terms of Use from time to time and agree that any subsequent use by you of the Services following the New Effective Date shall constitute your acceptance of all such changes.

PURPOSE OF THE WEBSITE AND SERVICES. The Website and Services are services made available by AUTOMOTIVE SPECIALTY TOOL, LLC. The company, through its website, serves as a transaction clearinghouse for automotive tool rentals and purchase, bringing together borrowers, sellers, buyers, and lenders.

LIMITED LICENSE; PERMITTED USES. User is granted a non-transferable, non-exclusive, revocable license to access and use the Services strictly in accordance with these Terms of Use. Except for the Permitted Uses contained in this limited license, nothing in these Terms of Use grants, or should be construed to grant, any licenses or rights, by implication, estoppel or otherwise, under copyright or other intellectual property rights. You agree that all right, title and interest (including all copyrights, trademarks, service marks, patents and other intellectual property rights) in the Services, and their Information and Content belong to AUTOMOTIVE SPECIALTY TOOL, LLC and/or its licensors, as applicable.

USER CONDUCT AND OBLIGATIONS. User's license to access and use the Services is subject to the following restrictions and prohibitions on use ("User Conduct and Obligations"). User agrees that he/she shall not:

- a. upload, post, transmit, share or otherwise make available through, or to, the Services any content that:
 - i. is unlawful, abusive, threatening, harmful, obscene, lewd, offensive, defamatory, or otherwise objectionable;
 - ii. might infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others;
 - iii. might violate any local, federal, or international law, or any rules of any securities exchange, either intentionally or unintentionally, or;
 - iv. contains any viruses, Trojan horses, time bombs, cancelbots, or any other harmful or disruptive computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- b. reproduce, copy, modify, distribute, market, display, transfer, sublicense, prepare derivative work(s) or adaptation(s) based on, sell, exchange, barter, transfer, or otherwise make available in any form or by any means, except for the express limited Permitted Uses, all or any portion of the Services or any Information And Content retrieved therefrom;
- c. disrupt, disable, place unreasonable burdens or excessive loads on, interfere with, or attempt to gain unauthorized access to any portion of the Services, or their computer systems, servers, or networks;
- d. provide false information about yourself to AUTOMOTIVE SPECIALTY TOOL, LLC, impersonate any other person, or otherwise attempt to mislead others about your identity, your affiliation with any person or entity, or the origin of any content, message, or other communication;
- e. upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation, bulk e-mail, or duplicative messages;
- f. **use any automatic or manual process to collect, harvest, gather, or extract information about other visitors to or users of the Services, or otherwise systematically extract data or data fields, including without limitation any financial and/or currency data or e-mail addresses;**
- g. use the Services for the purpose of gathering information for, or transmitting, unsolicited bulk commercial e-mail over the Internet to other users of the Services or to other third parties. Internet e-mail sent to, or through, the computer systems of the Services or to users of the Services or to other third parties containing invalid or forged headers, invalid or non-existent domain names, or other deceptive addressing is deemed counterfeit. **SENDING, OR ATTEMPTING TO SEND, COUNTERFEIT E-MAIL TO, OR THROUGH, THE COMPUTER SYSTEMS OF THE SERVICES IS STRICTLY PROHIBITED;**
- h. provide access to or use of any portion of the Services through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future, except as specifically permitted in writing by AUTOMOTIVE SPECIALTY TOOL, LLC;
- i. **redistribute any Information And Content, including but not limited to financial and currency data, in any manner whatsoever including without limitation by means of printed publication, fax broadcast, web pages, e-mail, web newsgroups or forums, or any other electronic or paper-based service or method, to any person, organization, corporation or other entity,**

including within your own organization or externally, except for the limited Permitted Uses;

- j. use any Information And Content, including but not limited to financial and currency data, for any purpose competitive with AUTOMOTIVE SPECIALTY TOOL, LLC's businesses which include, without limitation, providing raw currency data and currency rate conversion services;
- k. **present, archive, cache, frame, scrape, or mirror any Information And Content from any part of the Services within another web site, except with express written permission from AUTOMOTIVE SPECIALTY TOOL, LLC;**
- l. remove, obscure, or alter any notice of AUTOMOTIVE SPECIALTY TOOL, LLC's or AUTOMOTIVE SPECIALTY TOOL, LLC's intellectual property rights present on or in the Services, including but not limited to copyright, trademark, and/or patent notices,
- m. copy, disassemble, decompile, translate, reverse engineer or otherwise reduce the Services software or use any network monitoring or discovery software to determine the network and/or computer architecture, except as permitted by mandatory rules of applicable law that cannot be dis-applied by contract;
- n. remove, disable, defeat, or change any functionality or appearance of the Services or intentionally alter the format in which financial and currency data is provided by AUTOMOTIVE SPECIALTY TOOL, LLC or otherwise circumvent the Services' regular interfaces to such data; and
- o. embed or import any financial and currency data provided in, on or through the Services into any information services (whether or not web-based), data files, or application software, including without limitation accounting and payroll systems, except as specifically permitted in writing by AUTOMOTIVE SPECIALTY TOOL, LLC.

The foregoing prohibitions expressly include, but are not limited to, the practice of "screen scraping", or any other practice or activity the purpose of which is to obtain lists of data, portions of a database, or other lists or information from the Services, in any manner or in any quantities not authorized in writing by AUTOMOTIVE SPECIALTY TOOL, LLC.

Lender/Seller User Disclaimer. It is the purpose of AutomotiveSpecialtyTool.net to help find borrowers for their tools in order to provide some return on their capital expenditures on quality automotive equipment. AutomotiveSpecialtyTool.net introduces lenders to borrowers of tools and, as such, does not itself rent/own tools listed on the site, nor does it act as an agent for any of the users on its site. By the terms of this agreement, a user acting as a prospective lender agrees that AutomotiveSpecialtyTool.net cannot be held liable for any damages resulting from the following:

- Injury/expense due to misuse of tools/equipment by the renter, and/or;
- Injury/expense due to defective tools/equipment caused by the renter, and/or;
- Expenses due to shipping delays caused by the renter or shipping service, and/or;
- Expenses due to theft of tool(s) by renter(s).

Should any of the following cases arise while using this site's services, User is encouraged to file a dispute in accordance with "Dispute Resolution Between Users", found later in this document.

Borrower/Buyer User Disclaimer. It is the purpose of AutomotiveSpecialtyTool.net to help users find the quality automotive tools Users need at the most inexpensive rental and/or purchase price. AutomotiveSpecialtyTool.net introduces buyers to sellers/lenders of tools and, as such, does not itself lend/own tools listed on the site, nor does it act as an

agent for any of the users on its site. By the terms of this agreement, a user acting as a prospective renter/buyer agrees that AutomotiveSpecialtyTool.net cannot be held liable for any damages resulting from the following:

- Injury/expense due to misuse of tools/equipment
- Injury/expense due to defective tools/equipment
- Expenses due to shipping delays
- Expenses and legal fees pursuing unresponsive lenders

Should any of the following cases arise while using this site's services, user is encouraged to file a Paypal dispute & a dispute on AutomotiveSpecialtyTool.net:

- 1.) User receives a defective tool
- 2.) User receives a tool late
- 3.) User does not receive a tool for which they've paid

Please see the ensuing "Dispute Resolution Between Users" section of this agreement.

DISPUTE RESOLUTION BETWEEN USERS. If at any point during a transaction a User feels they are being mistreated by another User, they are encouraged to do the following:

1. Initiate contact with the other User in an attempt to resolve the issue.
2. If the first step fails, the user must submit a claim to claims@automotivespecialtytool.net. The claim must provide in detail all the underlying facts of the transaction to and including whether the tool was loaned or rented and specify the Tool ID and Transaction ID.
3. If User feels his/her concerns have still not been addressed, User should complete the form sent in the reply from claims and submit that form to disputes@automotivespecialtytool.net being sure to note the same information in the subject line as the email sent to the claims address. This will start the internal staff review process.
4. The company will proceed to contact the User on the other side of the transaction and get their response. Within ten (10) business days, the company will issue a finding and notify both Users of the finding.
5. Both Users have ten (10) business days to file an appeal of the company's decision. If User chooses to appeal, the fee for the approved Third Party Arbitrator is \$200/case and is paid for ENTIRELY by the Users involved. Automotive Specialty Tool only acts as a supplier of requested information at this point. The information regarding our Third Party Arbitration vendor(s) is available on our website. Should you choose to pursue an appeal, please send an email including, again, the transaction ID, tool ID, and your role in the transaction (borrower or lender) to appeals@automotivespecialtytool.net.
6. Once the Third Party Arbitrator reaches a decision, any funds over which AST has control will be released based on their decision as it is FINAL. If you are a borrower and we/our 3rd party vendor rule in your favor, we will support you in a Paypal dispute to recover your rental fees and shipping costs.

The Company highly recommends both sides of a transaction monitor condition of the item upon reception as well as before shipping the item out. While this feature will be included on the site soon, we will keep track of notes, shipping receipts, pictures, and anything else you might deem important to maintain records in the form of emails with attachments sent to transactions@automotivespecialtytool.net every step of the way. These emails should include the Paypal or CC transaction ID, tool ID, date, and the status of the tool. Status of the tool would essentially be the point in the transaction that the information is being noted.

i.e. about to ship from lender to borrower, just received by borrower, about to ship from borrower to lender (before/after use), just received by lender from borrower. Both Users should also maintain this information locally for their own records.

NO REPRESENTATION REGARDING CONTENT. AUTOMOTIVE SPECIALTY TOOL, LLC has used commercially reasonable efforts to obtain the most accurate and timely information available. Due to various factors, including the inherent possibility of human and mechanical error, AUTOMOTIVE SPECIALTY TOOL, LLC does not guarantee the accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing, or completeness of any of the Information And Content. You agree that all risk associated with the use of, or reliance on, any of the Information And Content contained in the Services rests with you. You further agree that AUTOMOTIVE SPECIALTY TOOL, LLC shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any of the Information And Content.

LICENSE OF USER'S CONTENT TO AUTOMOTIVE SPECIALTY TOOL, LLC

By uploading, posting, transmitting, sharing, or otherwise making available to the Services any content, or submitting any materials for use on the Services, you grant (or warrant that the owner of such rights has expressly granted) AUTOMOTIVE SPECIALTY TOOL, LLC or its designee, a perpetual, royalty-free, irrevocable, fully-paid, non-exclusive, worldwide right and license to use, reproduce, modify, adapt, publish, sublicense, translate, reformat, create derivative work(s) or adaptation(s) from, and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the world, in any manner otherwise than as stated in AUTOMOTIVE SPECIALTY TOOL, LLC's Privacy Policy.

REMEDIES FOR VIOLATIONS. AUTOMOTIVE SPECIALTY TOOL, LLC reserves the right to seek all remedies available at law and in equity for violations, or for suspected violations, of these Terms of Use, including but not limited to the right to block access from a particular IP address to the Services and their features.

GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Maryland as those laws are applied to contracts entered into between parties. Any legal suit, action or proceeding arising out of, or relating to this Agreement, shall be commenced in a federal court in the District of Maryland or in state court in the City of Baltimore, Maryland, and each party hereto irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and waives any right which it may have to transfer or change the venue of any such suit, action or proceeding, except that in connection with any suit, action or proceeding commenced in a state court, each party retains the right to remove such suit, action or proceeding to federal court to the extent permissible.

ATTORNEY FEES. If any legal action or proceeding is brought for the enforcement of this Agreement or arises from the alleged breach, dispute, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred as a result of such legal action or proceeding.

WAIVER. No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future unless such waiver so provides by its terms.

ASSIGNMENT. Neither this Agreement nor any of the User's rights or obligations hereunder may be assigned by the User in whole or in part without the prior written approval of the Company. Any other attempted assignment shall be null and void.

SEVERABILITY. If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and same shall remain in effect.

Privacy and Personal Information. Your use of the Services may require User to provide information about himself/herself/themselves. The company reserves the right to use that information for internal purposes, will not sell or otherwise provide that information to outside or third parties, with the exception that the company reserves the right to supply contact information and case/appeal information to Third Party Arbitrators and the other user in the case of a dispute.

Confidentiality and Transmissions over the Internet. The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, AUTOMOTIVE SPECIALTY TOOL, LLC does not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, including without limitation transmissions involving the exchange of e-mail with AUTOMOTIVE SPECIALTY TOOL, LLC containing your personal information. While AUTOMOTIVE SPECIALTY TOOL, LLC shall take commercially reasonable efforts to safeguard the privacy of the information you provide to AUTOMOTIVE SPECIALTY TOOL, LLC and shall treat such information in accordance with AUTOMOTIVE SPECIALTY TOOL, LLC's Privacy Policy, in no event will the information you provide to AUTOMOTIVE SPECIALTY TOOL, LLC be deemed to be confidential, create any fiduciary obligations to you on AUTOMOTIVE SPECIALTY TOOL, LLC's part, or result in any liability to you on AUTOMOTIVE SPECIALTY TOOL, LLC's part in the event that such information is inadvertently released by AUTOMOTIVE SPECIALTY TOOL, LLC or accessed by third parties without AUTOMOTIVE SPECIALTY TOOL, LLC's consent.

Force Majeure. In addition to applicable disclaimers stated above, AUTOMOTIVE SPECIALTY TOOL, LLC's performance under these Terms of Use shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.