

# CARASTA LLC TERMS OF USE

Version 1.02

Last Updated: February 20, 2025

## IMPORTANT NOTICE REGARDING ARBITRATION AND CLASS ACTION WAIVER

BY ACCESSING OR USING OUR MOBILE APPLICATION, WEBSITE, AND OTHER DIGITAL SERVICES (COLLECTIVELY, THE "DIGITAL SERVICES"), YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE DIGITAL SERVICES.

**PLEASE TAKE SPECIAL NOTICE THAT WITH LIMITED EXCEPTIONS, ALL DISPUTES BETWEEN YOU AND US REGARDING THIS AGREEMENT ARE SUBJECT TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS, INCLUDING CLASS ACTION LAWSUITS, IN COURTS AND ONLY SPECIFIC REMEDIES ARE AVAILABLE TO YOU.** Please see Section 24 "Dispute Resolution" for full details.

## 1. Introduction and Overview

These Terms of Use (including the binding arbitration provision) along with our Privacy Policy and any additional guidelines, terms, procedures or rules that may apply to specific features of the Digital Services (collectively, the "Agreement") constitute a legally binding agreement between you ("you," "your," and "yourself") and Carasta LLC ("we," "us," "our," or "Carasta").

The Digital Services include our mobile application ("App"), website, and other digital services that enable users to participate in vehicle auctions and engage with our car enthusiast community. Carasta provides a platform for vehicle listings and information services. All transactions are processed through our third-party partner, Caramel.

**CARASTA IS NOT AN AUTOMOBILE BROKER, DEALER OR TRADITIONAL AUCTIONEER. WE DO NOT SELL, EXCHANGE, BUY, OR OFFER FOR SALE, NEGOTIATE OR ATTEMPT TO NEGOTIATE, A SALE OR EXCHANGE OF AN INTEREST IN ANY VEHICLE LISTED ON THE DIGITAL SERVICES. CARASTA HAS NEVER: (1) HELD TITLE FOR ANY VEHICLE LISTED ON THE DIGITAL SERVICES, (2) INSPECTED ANY VEHICLE LISTED ON THE DIGITAL SERVICES OR (3) HAD ANY VEHICLE LISTED ON THE DIGITAL SERVICES IN ITS LEGAL POSSESSION.**

## 2. Acceptance

Each time you access or use the Digital Services, you agree to be bound by this Agreement. This Agreement applies to all users of the Digital Services, including without limitation users who are browsers, sellers, buyers, merchants, or contributors of content.

We may modify this Agreement at any time by posting an updated version on the Digital Services. Your continued use of the Digital Services after any such changes constitutes your acceptance of the modified Agreement.

### **3. Eligibility**

The Digital Services are intended only for users who are 18 years of age or older and who have the capacity to enter into legally binding contracts under applicable law. If you are under 18, you may not use the Digital Services. By using the Digital Services, you represent and warrant that you are at least 18 years old.

## **4. Account Registration and Security**

### **4.1 Account Creation**

To access certain features of the Digital Services, you must register for an account. You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate, current, and complete.

### **4.2 Account Security**

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security.

## **5. Auction Rules and Transaction Processing**

### **5.1 Listing Requirements**

- Sellers must provide accurate and complete information about vehicles listed for auction.
- Seller fees are paid upfront via Stripe payment processing
- All listings must comply with applicable laws and regulations.
- Carasta reserves the right to remove any listing at its sole discretion.

### **5.2 Bidding Rules**

- Bidder must have valid credit card on file via Stripe API connection, to process commission fees, upon winning the bid.
- Minimum bid increments are \$250 USD.
- All bids are binding expressions of intent to purchase.
- Automatic bidding is available up to your maximum specified amount.
- Bids cannot be retracted once placed.

### **5.3 Transaction Processing**

- Buyer's commission fee of 5% (up to \$7,500) will be automatically transacted via Stripe payment method on file, from beginning bidding requirements.

- All auto-transactions are processed through our partner Caramel.
- Upon winning bid, buyer must complete payment within 24 hours. Checkout Process prompted and supported through Caramel.
- Seller must transfer title within 7 days of completed payment.

## 6. Fees and Payments

### 6.1 Listing Fees

- \$99 standard listing fee.
- Additional fees may apply for premium listings.
- Listing fees are non-refundable.

### 6.2 Buyer's Fees

- 5% of final sale price (up to \$7,500).
- Due immediately upon winning bid, automatically paid via Stripe payment method on file.
- Non-refundable.

### 6.3 Payment Processing

All payments are processed through Stripe and Caramel and subject to their terms and conditions. Carasta does not store your payment information directly.

## 7. User Conduct and Content

### 7.1 Prohibited Conduct

You agree not to:

- Violate any applicable laws or regulations.
- Post false, inaccurate, or misleading information.
- Manipulate prices or interfere with auctions.
- Harass or harm other users.
- Use the services for fraudulent purposes.
- Circumvent or manipulate our fee structure.
- Collect user information without consent.
- Violate others intellectual property rights.
- Interfere with the proper operation of the Digital Services.

### 7.2 User Content

You retain ownership of content you post but grant us a worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, modify, adapt, publish, and distribute such content.

## 8. Intellectual Property Rights

## **8.1 Ownership**

The Digital Services, including all content, features, and functionality, are owned by Carasta and protected by copyright, trademark, and other intellectual property laws.

## **8.2 Limited License**

We grant you a limited, non-exclusive, non-transferable license to use the Digital Services for their intended purpose, subject to this Agreement.

## **9. Privacy**

Your use of the Digital Services is also governed by our Privacy Policy. Please review our Privacy Policy to understand our practices.

## **10. Disclaimers and Limitations of Liability**

### **10.1 Disclaimers**

THE DIGITAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### **10.2 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CARASTA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE DIGITAL SERVICES.

CARASTA'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT OF FEES YOU PAID TO CARASTA IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100 USD.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless Carasta and its members, managers, governors, officers, directors, employees, contractors, agents, licensors, service providers, subcontractors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Digital Services or violation of this Agreement.

## **12. Term and Termination**

### **12.1 Term; Survival**

This Agreement remains in effect until terminated by either party. Sections 10, 11, 12, and 24 shall survive termination.

## **12.2 Termination**

We may terminate or suspend your account and access to the Digital Services immediately, without prior notice, for any reason, including if we believe you have violated this Agreement.

## **13. Geographic Restrictions**

The Digital Services are operated from the United States. We make no representations that they are appropriate or available for use in other locations. Access from territories where the Digital Services or any content is illegal is prohibited.

## **14. Changes to the Digital Services**

We reserve the right to withdraw or modify the Digital Services, and any service or material we provide, in our sole discretion without notice.

## **15. Third-Party Links and Services**

The Digital Services may contain links to third-party websites or services that are not owned or controlled by Carasta. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services.

## **16. Copyright Policy**

We respect intellectual property rights. If you believe your copyright has been infringed, please contact us with:

- A description of the copyrighted work.
- A description of where the material is located.
- Your contact information.
- A statement of good faith belief.
- A statement of accuracy under penalty of perjury.

## **17. Apple App Store and Google Play Additional Terms**

If you download our App through the Apple App Store or Google Play, you agree to Apple's Usage Rules and Google Play's Usage Rules and acknowledge that:

- This Agreement is between you and Carasta only.
- Apple and Google have no obligation to furnish maintenance and support.
- Apple and Google are not responsible for addressing any claims relating to the App.
- Apple and Google are third-party beneficiaries of this Agreement.

## **18. Force Majeure**

We will not be liable for any failure or delay in performance resulting from causes beyond our reasonable control.

## **19. Severability**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

## **20. Waiver**

No waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

## **21. Assignment**

You may not assign or transfer this Agreement or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement at any time without notice.

## **22. Entire Agreement**

This Agreement, together with our Privacy Policy and any other legal notices published by us on the Digital Services, constitute the entire agreement between you and us relating to your use of the Digital Services.

## **23. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without regard to its conflict of law provisions.

## **24. Dispute Resolution**

### **24.1 Agreement to Arbitrate**

Any dispute arising under or relating to those Agreement shall be finally settled by binding arbitration, conducted on a confidential basis, under the Consumer Arbitration Rules of the American Arbitration Association.

### **24.2 Class Action Waiver**

YOU AND CARASTA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### **24.3 Location**

Any arbitration will be held in Fargo, North Dakota, unless otherwise agreed upon. Any in-person hearings will be held in Fargo, North Dakota, unless the parties agree otherwise.

## **25. Contact Information**

If you have any questions about these Agreement, please contact us at:

Carasta LLC [3155 Bluestem Dr. S #219, West Fargo, ND 58078] Email: [info@carasta.com](mailto:info@carasta.com)

[e-Sign wrapper]