TERMS OF USE

Welcome to our website. This website is owned by or operated under agreement with AutoConX.com, a division of Digital Community Holdings, Inc., (“AutoConX”). By using this website, you accept these Terms of Use. This is a legally binding agreement between you and AutoConX and our client or other part(ies) for whom we operate this website. AutoConX is sometimes referred to as “we,” “our,” in this Agreement. Users of this website are sometimes referred to as “you.”

General Terms Applying to Buying and Selling

AutoConX.com is a listing and information service that brings together buyers and sellers of goods. The terms “goods” or “items” when used in this Agreement means all tangible items, capable of being moved, which might from time-to-time be listed for sale on this website and exclude only real estate and services. The content that appears on AutoConX.com is for informational purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time-to-time. Information about a particular good is supplied by the seller and other third parties. AutoConX.com does not supply any information concerning any goods shown on the website.

AutoConX.com does not sell goods on this website and is never a party to any transaction between any buyer and seller. AutoConX.com does not (i) guaranty or ensure the terms of any transaction between a buyer and seller, (ii) guaranty or ensure the accuracy of the description of any item listed for sale on this website, (iii) guaranty, collect or process payment, (iv) assist in delivery or transfer of title to any goods sold, (v) mediate or determine any dispute between a buyer and a seller, or (vi) “certify” otherwise guaranty or comment upon the quality, performance, pedigree, condition or reliability or other features of any goods.

The price and other terms of any sale remain subject to direct negotiation between the buyer and the seller. The prices requested by sellers on the website usually exclude other charges which may apply, such as sales tax, and vehicle title and registration costs which may be added to the listed price. Before agreeing to purchase any goods shown on this website you should inquire about any such additional charges and also confirm that the price, and other features shown (including mileage of a vehicle, hours of use of any equipment, or pedigree of a pet) on the website is accurate and not mistaken.

When you offer a good for sale through AutoConX.com, you must sell that item at the price at which, and the terms on which, you’ve listed it. You must have possession of the actual item listed and the ability to transfer title. To list a good for sale on AutoConX.com, sellers are required to provide certain identifying and contact information. The information must accurately identify the seller and the method of contact must permit buyers to communicate directly with the seller. You may not charge any potential buyer for information about any goods listed for sale on AutoConX.com, nor may you use our website to promote, without our prior written permission, any other website, product or service.
Each seller is solely responsible for the information contained in a seller’s listing, and the content of any e-mail message or other communication transmitted in connection with a listing. Each seller acknowledges that AutoConX.com insists on thorough and accurate descriptions of goods. Each seller represents and warrants to AutoConX.com the accuracy thereof and acknowledges that AutoConX.com and its affiliates may suffer loss of good will or other potential losses due to inaccurate listings or illegal or unscrupulous business practices.

AutoConX.com does not monitor the accuracy of information provided regarding item listings. AutoConX.com may elect to perform random quality assurance tests to attempt to confirm the accuracy and applicable business practices of sellers listing good, including their willingness to sell a good on the terms advertised. Sellers using AutoConX.com agree to cooperate in these random quality assurance tests. If AutoConX.com determines a party using this website engaged in unscrupulous, unfair or deceptive practices, AutoConX.com reserves the right to deny such person’s use of the website and may terminate existing listings.

By placing an ad through AutoConX.com, you agree to pay the fees specified for the package you select, regardless of whether or when your item sells as a result of the listing. Fees are generally not refundable, even if you provide erroneous information or fail to sell your goods.

We invite you to bring to our attention any content on our site that you believe to be inaccurate or objectionable. Please forward a copy of the material to us at info@autoconx.com or our office address set forth below, along with an explanation of the inaccuracy or your objection.

Privacy Statement

AutoConX.com respects your privacy. If we adopt a formal privacy statement, it will be found here at this link: Privacy Statement. If the link is active, please take a moment to review our privacy statement.

Links to Other WebSites

For your benefit, we may make available a variety of links to other websites which may feature products and services related to those listed for sale on this website, including insurance, warranties, financing, care and inspection services. AutoConX.com does not endorse, sponsor or guaranty any content shown in these linked websites and is not responsible in any way for any content, practices, products or services related to any such linked websites.

Intellectual Property and Other Matters

All information and other material or content available anywhere on this website at any time (sometimes collectively referred to in these Terms of Use as "content") is protected
by copyright and other intellectual property laws. The content is owned by AutoConX.com, its affiliates, and/or their respective licensors and suppliers (collectively, "Licensors"). The content is intended for personal and noncommercial use only. While you may interact with or download a single copy of any portion of the content for your personal and noncommercial entertainment, information or use, you may not reproduce, sell, publish, distribute, modify, display, perform, re-post or otherwise use any portion of the content in any other way or for any other purpose without the prior written consent of AutoConX.com. Requests regarding use of the content for any purpose other than personal, noncommercial use should be directed to Permissions, info@autoconx.com 316 South Main, Inwood, Iowa 51240.

AutoConX.com, AutoConX Systems®, and AutoConX.com logos, are trademarks of Digital Community Holdings, Inc. The names of other products and services referred to on the website may be the trademarks of their respective owners. You may not use any trademark or service mark appearing on AutoConX.com without the prior written consent of the owner of the mark.

It is the policy of AutoConX.com to respond to claims of intellectual property infringement. AutoConX.com will promptly process and investigate notices of alleged infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA") and other applicable intellectual property laws. Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent for this Site:

Digital Community Holdings, Inc. Intellectual Property Manager 316 South Main Avenue
Inwood, Iowa 51240
USA
Phone: 712-753-2279 Fax: 712-753-2239 Email: info@autoconx.com

To be effective, the notification must be a written communication that includes the following:

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 copyrighted 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 the service provider to locate the material;
1. Information reasonably sufficient to permit the service provider 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;

2. 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

3. 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.

You may post content, so long as the content is not false, misleading, illegal, obscene, threatening, defamatory, invasive of privacy rights, infringing of copyright, trademark or other intellectual property rights, or otherwise injurious to AutoConX.com or third parties. By submitting content to AutoConX.com you agree to abide by the terms of this Agreement and any rules or policies established by AutoConX.com for the area of our website in which you post your content.

By submitting listings, ratings, reviews, comments or other content to AutoConX.com, you represent and warrant that your submission does not contain any computer viruses, worms, or other damaging computer files or code and that you own or otherwise control all of the rights (including any copyright, trademark, trade secret, patent or other intellectual property right) to the content that you submit. You further represent that the content is accurate, that the use of the content you submit does not violate this Terms of Use, any applicable laws or regulations or the intellectual property rights of any third parties and will not cause injury to any person or entity, and that you will indemnify and hold harmless AutoConX.com, its affiliates and service providers (and all of their respective officers, directors, employees and representatives) from all claims, demands, damages and costs (including attorneys’ fees) resulting from content you submit. If you submit a goods rating and/or review, you represent that your submission is based on your own honest opinion, finding and/or experience, that you are not employed by the manufacturer of the goods you are rating or writing about and that you have not received and will not receive any compensation for your submission.

By submitting any content to AutoConX.com, you are permanently granting AutoConX.com and its affiliates, successors and licensees all rights to the material, including a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, sell, distribute, and display such content throughout the world in any media without compensation to you, and to maintain the material in an archive. Among other things, AutoConX.com uses listings data to derive other useful information (such as valuation information) for display, sale and distribution. You further grant to AutoConX.com and its affiliates and successors the perpetual right to use your name, image and likeness in connection with such content, if they choose, without compensation to you.
Disclaimer of Warranties, Limitation of Liability, and Indemnification

**Warranty Disclaimer.** YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND RELIANCE ON ITS CONTENT IS AT YOUR OWN RISK. AUTOCONX.COM, ITS AFFILIATES AND THEIR RESPECTIVE THIRD-PARTY LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE WEBSITE, THE SOFTWARE, ANY OF ITS CONTENT OR OTHER MATERIAL, THE LISTING SERVICE OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF ANY OF THE FOREGOING. AUTOCONX.COM TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT POSTED TO THIS WEBSITE BY YOU OR ANY THIRD PARTY. THE WEBSITE, THE SOFTWARE, ANY OF ITS CONTENT OR OTHER MATERIAL, AND THE LISTING SERVICE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS, AND AUTOCONX.COM, ITS AFFILIATES AND THEIR RESPECTIVE THIRD-PARTY LICENSORS SPECIFICALLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF NONINFRINGEMENT. ALL INFORMATION RELATED TO GOODS AVAILABLE ON THIS WEBSITE IS SUPPLIED BY THE SELLER OR OTHER THIRD PARTIES. AUTOCONX.COM AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, TO ANY ACTUAL OR PROSPECTIVE PURCHASER OR OWNER OF ANY GOODS AS TO THE EXISTENCE, OWNERSHIP OR CONDITION OF THE GOODS, OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ABOUT A GOOD ADVERTISED ON THE WEBSITE. AUTOCONX.COM CANNOT AND DOES NOT VERIFY OR WARRANT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. AUTOCONX.COM RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERROR OR OMISSION ON THE WEBSITE OR IN ANY CONTENT. ALL GOODS ARE SUBJECT TO PRIOR SALES. ANY AND ALL CONCERNS, DIFFERENCES OR DISCREPANCIES REGARDING A GOOD MUST BE ADDRESSED WITH THE SELLER PRIOR TO THE SALE OF THE GOODS. AUTOCONX.COM DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES TO YOU REGARDING THE LISTING SERVICE INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT YOU WILL SELL YOUR ITEM, OBTAIN AN ACCEPTABLE PRICE FOR YOUR ITEM, ONLY RECEIVE LEGITIMATE INQUIRIES OR SOLICITATIONS FROM QUALIFIED BUYERS, OR RECEIVE ANY INQUIRIES REGARDING YOUR GOODS FOR SALE. FOR PURPOSES OF THIS WARRANTY DISCLAIMER, "THIRD-PARTY LICENSOR" DOES NOT INCLUDE YOU.

**Limitation of Liability.** AUTOCONX.COM, ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, EMPLOYEES, AGENTS, CONTRACTORS AND THIRD-PARTY LICENSORS SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES,
RESULTING FROM OR CAUSED BY THE WEBSITE, THE SOFTWARE, ANY CONTENT OR OTHER MATERIAL, THE LISTING SERVICE, THESE TERMS OF USE OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM NEGLIGENCE). IN NO EVENT WILL THE AGGREGATE MAXIMUM LIABILITY OF AUTOCONX.COM, ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, EMPLOYEES, AGENTS, CONTRACTORS AND THIRD-PARTY LICENSORS FOR ANY CLAIM EXCEED FIFTY DOLLARS ($50.00). FOR PURPOSES OF THIS LIMITATION OF LIABILITY, "THIRD-PARTY LICENSOR" DOES NOT INCLUDE YOU.

**Indemnification.** You agree to indemnify and hold harmless AutoConX.Com, its affiliates, and all their owners, employees, representatives and licensees against any and all claims of whatever nature that may arise out of any listing you place on the website or other use you make of the website.

**Termination of Service.** You understand and agree that in AutoConX.com's sole discretion, and without prior notice, your access to this website may be terminated or suspended, and AutoConX.com may exercise any other remedy available and remove any content, if AutoConX.com believes that your use of the website and/or any content you provide (a) violate (i) these Terms of Use, (ii) the rights of AutoConX.com, any affiliate or licensor, or another user of the website, or (iii) any law or regulation, or are otherwise objectionable or inappropriate or (b) constitute fraudulent activity of any nature. You agree that monetary damages may not provide a sufficient remedy to AutoConX.com for violations of these Terms of Use, and you consent to injunctive or other equitable relief for such violations without the requirement that AutoConX.com post a bond. AutoConX.com is not required to provide any refund to you if you are terminated as an authorized user of the website because, in AutoConX.com's sole discretion, you have violated these Terms of Use.

**Miscellaneous.** These Terms of Use may be changed at any time. You will be notified of any such changes by an updated posting of the new Terms of Use on this website. Your continued use of the website after the posting of any amended Terms of Use shall constitute your agreement to be bound by any such changes. AutoConX.com may modify, suspend, discontinue or restrict the use of any portion of the website without notice or liability. These Terms of Use will be governed by and construed in accordance with the laws of the State of Iowa without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to the website must be exclusively venued in the federal or state courts located in the state courts located in Lyon County, Iowa, or the Federal District Court for the Northern District of Iowa, within one (1) year after the cause of action arises, or the cause is forever barred. You hereby consent to personal jurisdiction in the federal and state courts in Lyon County, Iowa, and waive any objection based on an inconvenient forum. As a condition of using this website, you agree that all causes of action arising out of or connected with this website shall be resolved individually, without resort to any form of class action. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision of these Terms of Use will be
enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms of Use will continue in full force and effect. Failure by AutoConX.com to enforce any provision of these Terms of Use will not be deemed a waiver of future enforcement of that or any other provision of these Terms of Use. These Terms of Use constitute the entire agreement between the parties regarding the subject matter hereof. Neither these Terms of Use, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or granting a franchise between the parties. Headings, captions and the like contained in these Terms of Use are for convenience only and shall not be used to interpret the terms hereof.

© 2009 AutoConX.com. All Rights Reserved. "AutoConX.com" is a registered trademark of Digital Community Holdings, Inc., used under exclusive license.