

Copart Website Terms of Service

Section titles in the TOS are for convenience only and have no legal or contractual effect.

1. ACCEPTANCE OF TERMS

Copart and its subsidiaries and affiliates ("Copart"), provides its Internet products, services, and content to you ("Service") subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://web.copart.com/terms.htm>. In addition, when using particular Copart services, you shall be subject to any posted guidelines, rules, Buyer Terms and Conditions, and/or policies and procedures applicable to such services which may be posted from time to time. All such items are hereby incorporated by reference into the TOS.

2. MEMBER ACCOUNT, PASSWORD AND SECURITY

If you complete the Service's registration process, you will receive a username and password linked to your account with Copart. You are responsible for maintaining the confidentiality of the username and password, and are fully responsible for all activities that occur under your username, password, or on your account. You agree to (a) immediately notify Copart of any unauthorized use of your username and password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Copart cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

3. MODIFICATIONS TO SERVICE

Copart reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Copart shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

4. TERMINATION

You agree that Copart, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use, or if Copart believes that you have violated or acted inconsistently with the letter or spirit of the TOS. You acknowledge and agree that Copart may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Copart shall not be liable to you or any third-party for any termination of your access to the Service.

5. COPART'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Copart, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

6. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COPART EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. COPART MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE OR CURRENT (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COPART, OR THROUGH OR FROM THE SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e. NEITHER COPART NOR ANY INTERNET ACCESS PROVIDERS ARE RESPONSIBLE FOR INCORRECT OR INACCURATE ENTRY OF INFORMATION, HUMAN ERROR, TECHNICAL MALFUNCTIONS, LOST/DELAYED DATA TRANSMISSION, OMISSION, INTERRUPTION, DELETION, DEFECT, FAILURES OF ANY TELEPHONE NETWORK, COMPUTER EQUIPMENT, SOFTWARE OF ANY COMBINATION THEREOF, OR INABILITY TO ACCESS THE COPART WEB SITE.

7. LIMITATION OF LIABILITY

IF YOU RELY ON THIS SERVICE OR ANY MATERIAL AVAILABLE THROUGH THIS SERVICE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, PRODUCTS, AND SERVICES PROVIDED AT THIS SITE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COPART SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, LOSS OF BUSINESS, OR OTHER INTANGIBLE LOSSES (EVEN IF COPART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTERS RELATING TO THE SERVICE.

8. GENERAL INFORMATION

The TOS and the relationship between you and Copart shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Copart agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Solano, in the state of California. The failure of Copart to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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