



# B2BLOT Dealer Agreement

## B2BLOT DEALER AGREEMENT

This Agreement (the "Agreement") is entered into the Date of Acceptance by the Dealer (the "Effective Date")

### BY

B2BLOT INC. ("B2BLOT"), with its principal place of business at 167 LIMESTONE CRESCENT, NORTH YORK ON M3J 2R1 **AND** Legally Valid Dealer ("Dealer"), with a legally valid principal place of business, legally valid Dealer #, legally valid RIN # and legally valid HST # QST # GST #.

By accepting this agreement Dealer acknowledges that they are a legally valid Dealer with a legally valid principal place of business, legally valid Dealer #, legally valid RIN # and legally valid HST # QST # GST #.

IN CONSIDERATION of the respective covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS

### In this Agreement:

**1.1** "Information" means the images, data and other information relating to a Vehicle that is posted by Dealer through B2BLOT platform on B2BLOT website [www.b2blot.com](http://www.b2blot.com).

**1.2** "Service" means the services and products described in Section 2.1, as amended by B2BLOT from time to time in its sole discretion.

**1.3** "Vehicle ad/sell" means the opening of ad by Dealer by posting Information relating to a Vehicle through B2BLOT.

**1.4** "B2BLOT Platform" means the service operated by B2BLOT through which motor vehicle dealers for purchase at platform by wholesalers and/or respective vehicle dealers make vehicles available.

**1.5** "Vehicle" means a vehicle that is made available for purchase through B2BLOT by Dealer.

2. Definitions. In addition to terms defined elsewhere in these Terms and Conditions, the following definitions apply:

**"Landed"** means that a Purchased Vehicle is landed/Arrived at the Seller's location, available for pick-up by the Buyer and noted as such in the B2BLOT platform.

**"Auto Security Deposit"** means an arrangement whereby Customer/Buyer make an e-transfer to B2BLOT email address at [payments@b2blot.com](mailto:payments@b2blot.com) within 24 hours as a security deposit to the seller till the buyer pays the seller in full by Certified Funds or e-Transfer (The security deposit is \$500 for the vehicles below \$10,000 and \$1,000 for the vehicles over \$10,000) if payment declined within 24 hours, the buyer's account will be suspended immediately and the penalties will apply. E-transfer must include the VIN number of the purchased vehicle.

**"Authorized User"** means the individuals designated by the dealership/wholesaler and approved by B2BLOT to list or buy Vehicles on behalf of their respected company via the B2BLOT Platform. (Note: All users of B2BLOT platform must maintain to obey their provincial laws and regulations to trade motor vehicles)

“**Buyer**” means the Customer who is authorized to purchase a Vehicle via the B2BLOT Platform and holds valid license to trade motor vehicle industry and obey their provincial laws and regulations.

“**Completed**” means a Vehicle that has been paid and picked up from the Seller’s lot by Buyer/Buyers transportation and has been marked as such in the B2BLOT Platform.

“**Seller**” means the Customer who lists a Vehicle for sale via the B2BLOT Platform.

“**B2BLOT Checkout**” means the activities in the B2BLOT Platform associated with Buyer making deposit payment accordingly within 24 hours of purchase date.

“**Vehicle Condition Report/VCR**” means the detail page of the vehicle details, description & disclosures. B2BLOT is not liable for any errors and inaccuracies of this page unless otherwise is stated “Verified”

“**VCR Verified**” means B2BLOT arrange for making the listings of the vehicles done by B2BLOT authorized personnel or third party agents, such a services will guarantee the cosmetics damages and defects to the extent that those damages are over \$100 to repair. VCR Verified costs \$15 for each vehicle to seller. Minimum 3 cars to use this feature at a time.

4. **Reserve Price/Buy Now Price.** Unless otherwise indicated, all Vehicles offered for sale are subject to a reserve price. If reserve price does not set by the seller, the listing will be decline /or withdraw the Vehicle listing from the B2BLOT Platform.

5. **FastTrac/ Make an Offer.** The seller can choose this method to accept offers from the buyers below the reserved price. The fee will apply to use this method for \$5 for each 48 hours. When using this method the minimum offer will start from \$1,000 less than reserved price. The buyer or buyers can make an offer to the seller until end of business hours, which is 6 PM each day. At the buyer can accept/counter or decline the offer until 7 PM.

## 2. Sale Process

The sale process is starting by listing the vehicle on B2BLOT platform by pressing “SELL” button. The seller is obligated to take responsibility to create the listing as accurate as possible and make sure the information provided to the B2BLOT users are truthful as best to their knowledge. Including mechanical defects, cosmetic damages (showing through pictures), mandatory disclosures defined by Motor Vehicle Act of respected province, hidden defects, overall condition of the vehicles, wear/tear & etc.

As Buyer; Know Your Purchase! All Vehicles listed for sale on the B2BLOT platform are used vehicles. Most used vehicles have defects, flaws and/or wear and tear. Please allow for this in your purchase. Buyers should review all Vehicle information made available to them before purchasing including VCR, photos, videos, Seller’s description, and Vehicle History Reports. It is the Buyer’s responsibility to verify the condition and history of the Vehicle before purchase. Risk. B2BLOT assumes no liability for loss or damage to Vehicles listed on the B2BLOT platform. B2BLOT does not provide insurance coverage for Vehicles. Therefore, B2BLOT is not liable for any errors and inaccuracies of listings unless otherwise is stated “Verified”

“Check Out” after the purchase of the vehicle (by pressing BUYIT NOW) button the buyers are obligated to make an e-transfer payable to [payment@b2blot.com](mailto:payment@b2blot.com) in the amount of minimum \$500 on \$10,000 and under purchases or \$1,000 on the vehicles over \$10,000. E-transfer must include the VIN number of the purchased vehicle.

Buyer has 5 business days to arrange for full payment (in certified fund or bank draft) and pick-up/transportation. If the buyer fails to make a full payment or pick up the vehicle within set time, penalty of \$250 and storage fees will apply. If the seller fails to communicate, arrange to communicate for pick up or can’t make the vehicle available for pick up to the buyer, penalty of \$250 will apply.

## 2. SERVICE

**2.1** \* the ability, to search Information relating to all Vehicle Ads

B2BLOT reserves the right, from time to time and in its sole discretion, to add remove or modify features of the Service without notice.

**2.2** Dealer acknowledges that it is solely responsible for all activity in connection with its access to B2BLOT, including without limitation all access to and use of B2BLOT using any user identification or password issued to or by Dealer, and for all security of Dealer’s computer systems. Dealer agrees to keep its user identifications and passwords strictly confidential and to

disclose them only to such representatives of Dealer as are authorized to post Information or accept bids through B2BLOT on Dealer's behalf.

**2.3** Dealer hereby agrees to indemnify B2BLOT and its officers, directors, employees and agents and hold them harmless against all claims, actions, damages, liabilities and costs arising out of any use of such user identification or password.

**2.4** It is the responsibility of the Dealer to advise B2BLOT of any employee terminations so that B2BLOT can modify account access and passwords as required.

**2.5** The dealer acknowledges that it must be registered at all times as a new, used or wholesale car dealer with OMVIC and must maintain a valid dealer license with OMVIC at all times when using the B2BLOT service.

**2.6** It is the responsibility of the dealer to advise B2BLOT of all wholesalers and dealers who are registered with B2BLOT who are allowed to use the platform and to advise B2BLOT of any wholesalers and dealers registered with B2BLOT who are not allowed to use the platform.

**2.7** Dealer acknowledges that by submitting a bid on a Vehicle, a Wholesaler makes an offer to Dealer to purchase such Vehicle from the Dealer for the amount of the bid which, upon acceptance of such bid by the Dealer, forms a binding obligation on Dealer to sell such Vehicle to such Wholesaler for such amount. Dealer acknowledges that it is solely responsible for the accuracy of all Information on the Vehicle, and agrees that it shall defend, indemnify and hold harmless B2BLOT and its officers, directors, affiliates a employees from and against all losses, damages and expenses resulting from or arising out of any claim or action by a Wholesaler or other third party in respect of any Trade.

**2.8** Dealer acknowledges that all Information and other data that is posted on, available through or generated by B2BLOT, is the sole property of B2BLOT and may be collected, copied, transmitted, distributed, disclosed, used and otherwise exploited by B2BLOT in any manner and for any and all purposes, in B2BLOT sole discretion.

### 3. FEES AND PAYMENT

**3.1** Dealer may receive 0 - 30 days of free trial usage of the B2BLOT Platform at the discretion of B2BLOT.

**3.2 Fees:** Dealer will be charged \$199 per month for posting up to 25 vehicle on the platform and \$299 for posting UNLIMITED vehicles for sale on the platform.

There will be no buy or sell fee for the buyer and the seller

**3.3** If a Vehicle is **“available for sale”** on the platform and is not made available to the buyer at the **Buy Now Price**, the seller will pay a **penalty to B2BLOT in the amount of \$100**.

**3.4** Dealer will be invoiced monthly for use of the Service after the expiration of the free trial period, if applicable. Invoices are to be paid weekly by e-transfer to **B2BLOT**. All invoices shall be paid to B2BLOT within thirty (30) days after the date of invoice. Dealer shall pay interest on all overdue amounts from the due date until such amounts are paid at a rate equal to 1.5% per month or the maximum rate allowed by law, whichever is less.

Ownership transfer: There will be a \$5 ownership transfer fee applied to all the transactions. The seller is responsible to transfer the ownership to the buyer within 48 hours of receiving full payment and send the transferred ownership to the buyer within reasonable time frame. (Not exceeded over 5 business days). If the seller fails to transfer the ownership to buyer's name, there will be a penalty for \$50.

If a vehicle is purchased or “Landed” by a buyer on the system and is not paid in full or picked-up from the seller's place of business within 5 business days after being marked as “Landed”, the buyer will pay B2BLOT \$500 per vehicle in penalties.

**3.5** All amounts set out in this Agreement are exclusive of taxes. Dealer will pay or reimburse B2BLOT for all taxes, duties and levies, however designated or computed, that are based upon this Agreement or the provision or use of the Service, including without limitation sales, use and value-added taxes, and other assessments now or hereafter imposed in connection with or resulting from this Agreement, excepting only taxes based on B2BLOT net income

**3.6** B2BLOT may give Dealer written notice, in the form of email or otherwise, of any change in the fees payable hereunder at any time and from time to time. Any such change shall come into

effect on the later of  
\* the date specified in the notice  
\* the day that is thirty (30) days after delivery of such notice.

#### 4. DISCLAIMER OF WARRANTIES

**4.1** To the maximum extent permitted by law, B2BLOT expressly disclaims any and all warranties and conditions, expressed or implied, regarding the service including without limitations any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, or non-infringement. The service is provided on an "as is" basis, and dealer acknowledges that its access to and use of is entirely at its own risk. Dealer expressly acknowledges that B2BLOT makes no warranties or conditions relating to

- \* the availability of the service
- \* any vehicle made available by dealer through B2BLOT
- \* the accuracy of any information posted by a dealer through B2BLOT, **unless it's VERIFIED by B2BLOT**
- \* any transaction of purchase and sale arising out of the acceptance of any bid by dealer.

#### 5. LIMITATION OF LIABILITY

**5.1** To the extent permitted by applicable law, B2BLOT will not be liable under contract, tort (including negligence) or any other legal or equitable theory for any

- \* loss of profits, business or data,
- \* interruption of any business, or
- \* indirect, special, incidental, punitive, exemplary or consequential damages of any kind, even if B2BLOT has been advised of the possibility of such damage and notwithstanding any failure of essential purpose of any remedy set forth in this agreement.

**5.2** B2BLOT will not be liable for any claim against dealer by any wholesaler or any other third party. B2BLOT will not be liable for any claim against any wholesaler by dealer.

**5.3** B2BLOT total liability for damages or claims in any way related to this agreement, the services, or any use thereof, regardless of the legal or equitable theory used, will not exceed the fees paid or payable by dealer to B2BLOT hereunder in the three (3) months prior to the date on which the claim arises.

#### 6. TERM AND TERMINATION

**6.1** This Agreement is effective as of the Effective Date and will continue until terminated by either party on written notice, in the form of email or otherwise, to the other.

**6.2** In the event of termination of this Agreement, Dealer will pay all amounts payable to B2BLOT hereunder in accordance with Section 3 and any other funds owing.

**6.3** All remedies are cumulative. The termination or expiry of this Agreement does not limit or prevent either party from pursuing any other remedies available to it, including injunctive relief.

#### 7. GENERAL PROVISIONS

**7.1** Notices All notices given under this Agreement shall be in writing, in English, and sent by nationally recognized overnight courier service or by registered or certified mail (return receipt requested) to the address of the recipient set out below (or to such other person or address as a party may designate by notice given in accordance herewith:

**Notice to B2BLOT:**

- \* B2BLOT INC.
- \* **167 LIMESTONE CRESCENT, NORTH YORK ON M3J 2R1**
- \* Attention: Administration
- \* Notices will be deemed to have been given when received.

**Notice to Dealer:**

- \* Must provide valid legal dealer name
- \* Must provide valid legal dealer address
- \* Must provide valid legal dealer contact

#### 7.2 Assignment

This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Dealer may not assign or otherwise transfer, whether by operation of law or otherwise, this Agreement or any portion thereof or any duties, rights or obligations under this Agreement without the prior written consent of B2BLOT, which consent will not be unreasonably withheld or delayed.

### 7.3 Relationship of the Parties

The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties. Neither party has any authority to bind the other.

### 7.4 Publicity

All press releases and other public announcements under this Agreement shall be approved by both parties in writing (in the form of email or otherwise) prior to release.

### 7.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws in force in the **Province of Ontario**, Canada, without regard to any rules governing conflicts of laws. The parties agree that the United Nations Convention on Contracts for the International **Sale of Goods shall not apply**. The prevailing party will be entitled to its reasonable attorney and expert fees and costs.

### 7.6 English

This Agreement is in the English language only, which language is controlling in all respects, and no versions in any other language will be binding on the parties.

### 7.7 Severability, Waiver

The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement, which will remain in full force and effect. No waiver of any default or breach of a provision hereof shall be binding unless in writing, nor shall the waiver of any default or breach act as a waiver of a party's rights with respect to any other or future default or breach.

### 7.8 Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements, discussions, negotiations and understandings. This Agreement shall not be amended except in a writing signed by an authorized representative of each party.

### 7.9 Execution

Once electronically accepted this Agreement will constitute a single instrument. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

## **Terms and Conditions**

### **TERMS AND CONDITIONS**

#### 1. Introduction

These terms of use govern your use of our website; by using our website, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

Our website uses cookies. By using our website and agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our privacy and cookie policy.

#### 2. Licence To Use Website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

1. republish material from this website (including republication on another website);

2. sell, rent or sub-license material from the website;
3. show any material from the website in public;
4. reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
5. edit or otherwise modify any material on the website; or
6. redistribute material from this website except for content specifically and expressly made available for redistribution such as our newsletter.

### 3. Fees and Payment

If applicable, dealer will receive a specified number of days of free trial usage of B2BLOT system. Please note that during the free trial period the \$25 dealer incentive per vehicle sold does not apply.

#### Fees & Incentives:

Dealer will be charged \$25 per vehicle posted on a monthly basis. The vehicle must receive a minimum of 4 bids to incur the \$25 posting fee. If the vehicle receives less than 4 bids no posting fee will be charged. After a purchase is made, B2BLOT will invoice Dealer a buy fee of \$100 for vehicles sold below \$3000 and a buy fee of \$160 for vehicles sold at \$3000 or above.

If a Vehicle is marked "Accept" on the system and is not made available for purchase to the highest bidder at the price of the highest bid, the Dealer will pay a penalty to B2BLOT in the amount of \$200.

If a vehicle is purchased or "won" by a buyer on the system and is not paid in full or picked-up from the seller's place of business within 5 business days after being marked as "Landed", the buyer will pay B2BLOT \$500 per vehicle in penalties.

Dealer will be invoiced monthly for use of the Service after expiration of specified free trial period, if applicable. Invoices are to be paid weekly by pre-authorized credit card or check payable to B2BLOT. All invoices shall be paid to B2BLOT within thirty (30) days after the date of invoice. Dealer shall pay interest on all overdue amounts from the due date until such amounts are paid at a rate equal to 1.5% per month or the maximum rate allowed by law, whichever is less.

All amounts set out in this Agreement are exclusive of taxes. Dealer will pay or reimburse B2BLOT for all taxes, duties and levies, however designated or computed, that are based upon this Agreement or the provision or use of the Service, including without limitation sales, use and value-added taxes, and other assessments now or hereafter imposed in connection with or resulting from this Agreement, excepting only taxes based on B2BLOT's net income.

B2BLOT may give Dealer written notice of any change in the fees payable hereunder at any time and from time to time. Any such change shall come into effect on the later of

- the date specified in the notice
- the day that is ninety (90) days after delivery of such notice.

### 4. Acceptable Use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent. You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

### 5. Restricted Access

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

You must notify us in writing immediately if you become aware of any unauthorized use of your account or password.

You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

You must not use any other person's user ID and password to access our website, unless you have that person's express permission to do so.

We may disable your user ID and password in our sole discretion without notice or explanation.

## 6. Limited Warranties

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

## 7. Limitation And Exclusions Of Liability

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## 8. Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use or arising out of any claim that you have breached any provision of these terms of use.

## 9. Breaches Of These Terms Of Use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including

suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### 10. Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

#### 11. Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

#### 12. Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### 13. Exclusion Of Third Party Rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

#### 14. Entire Agreement

These terms of use, together with our privacy and cookie policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

#### 15. Law And Jurisdiction

These terms of use will be governed by and construed in accordance with Canadian law, and any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of Canada.

#### 16. Our Details

The full name of our company is B2BLOT INC  
Our contact email address is support@b2blot.com and can be reached by phone by dialing 1 (888)BUY - NOWW .