

TERMS OF SERVICE

The services being provided by J. C. Motors ("Service Provider") to the person or entity whose name appears on the invoice ("Client") are being provided subject to the terms and conditions set forth below. By paying the invoice attached hereto Client acknowledges having read these terms and conditions and the acceptance of same. **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY MAY AFFECT YOUR LEGAL RIGHTS.**

1. In exchange for the fee to be paid by Client in the amount of set forth on the invoice, Service Provider agrees to provide Client with still photo images and/or video images as specified of the item described on that invoice, hereafter the "Item". The purpose is to provide Client with certain information about the Item to assist Client to make his or her own decision as to whether to purchase and/or lease the Item.
2. Any photo images of the Item will sent by e mail to the e mail address as specified by Client on the invoice or, if there is insufficient e mail server capacity, the photo images will be sent to Client on a CD or other electronic media by overnight delivery service. Any video images of the Item will be sent to Client on a CD or other electronic media by overnight delivery service. Actual expenses for overnight delivery service, either for photo images, video images or both, shall be paid in advance by Client, and this expense shall be in addition to the Fee for services specified on the invoice.
3. Service Provider will, upon request, inform Client of the type of software required to view the photo and/or video images of the Item. Client shall be responsible for securing, at his or her own expense, the correct software to view these images.
4. The Item will be videotaped and/or photographed at the physical location specified on the invoice. If the Item is not at this location when Service Provider arrives, and it is necessary for Service Provider to travel to a new location to obtain the videos and/or photographs, then Client will pay an additional cost of \$.25 per mile either from the initial location to the new location, or from Service Provider's office to the new location and return, whichever is applicable.
5. The services specified herein will be provided within the time set forth above except as otherwise specified in this paragraph. Services shall be deemed completed when the video and/or photo images are e mailed or delivered by overnight delivery service. If the services cannot be provided within such time because the Item is not made available for inspection by the owner, or for other reasons not under the control of Service Provider, then the services will be provided as soon as reasonably possible. If the services cannot be provided within 5 days of the due date as specified on the invoice, or as otherwise agreed between Service Provider and Client, then Client may, at its election, either cancel the Agreement for a full refund or receive the services at a 25% discount.
6. Service Provider will use reasonable efforts to obtain and deliver to Client sufficient photo and/or video views of the Item to provide an accurate and complete view of the Item to assist Client to make an informed decision concerning the Item. However Client acknowledges that the video and/or photo images provided may not identify defects or problems or otherwise allow Client to determine the condition of the Item.

Disclaimer of Warranties and Limitation of Liability

7. Client acknowledges that Service Provider is not acting as a seller of the Item and is not acting as an agent of the owner, lessor or seller of the Item and is not otherwise acting in any way to place the Item into the stream of commerce.

8. Client acknowledges that Service Provider makes no guarantee or warranty, express or implied, as to the quality, suitability or sufficiency of its services. **In particular, and without limitation, Service Provider, to the maximum extent provided by law, disclaims any guarantee or warranty, express or implied:**
 - That any or all defects in the Item have been found or are depicted in the video or photo images provided by Service Provider;
 - That the Item is designed or constructed in a good and workmanlike manner;
 - That the Item is of merchantable quality or fit for any particular use;
 - That the Item will continue to perform and/or serve any particular function in the future as it is performing or is capable of performing at the time the photo and/or video images are obtained by Service Provider;
 - That the Item should or should not be purchased.
9. Client acknowledges that the fee paid to Service Provider under this Agreement is nominal, and that without the ability to limit its potential liability to Client Service Provider would have to charge Client a substantially higher fee for its services. Based on the foregoing, Client agrees that Service Provider's potential liability for any claims or damages arising directly or indirectly out of any services or failure to perform services under this Agreement shall be limited to the fee paid by Client as specified herein.
10. In consideration of the services being provided hereunder, expressly waives any claim or potential claim against Service Provider, or any agent, servant or employee thereof, for any liability or potential liability for any claim or damage arising out of this Agreement, whether in contract, tort or otherwise, and regardless of whether there is any negligent act or omission involved or alleged to be involved in providing or failing to provide any services under this Agreement.
11. Client agrees that the waiver of liability contained in the preceding paragraphs shall be enforced to the maximum extent provided by law.

Miscellaneous Provisions

12. This Agreement shall be interpreted and enforced under the laws of the State of California. Any dispute arising out of this Agreement or any services provided or to be provided under this Agreement shall be commenced in the Superior Court of the State of California for the County of Los Angeles.
13. Should any portion of this Agreement be determined to be invalid or unenforceable, Client agrees that the remainder of this Agreement shall continue to be valid and enforceable to the maximum extent provided by law.