

Autura Marketplace Terms of Use

Updated July 14, 2026

Autura Marketplace is provided by Joyride NewCo, LLC (“**Autura**”, “**our**”, or “**we**”). This Terms of Use Agreement (“**Agreement**”) outlines the terms and conditions for use of Autura Marketplace and constitutes an agreement between you and Autura unless you have separately entered into an agreement with Autura governing the use of Autura Marketplace. Autura may modify this Agreement from time to time by posting a new version to its website, <http://mp.autura.com/>. Unless specified otherwise, modifications take effect (and govern future use of Autura Marketplace) when we post the modified version. If you do not agree to the modifications, your sole remedy is to cease using Autura Marketplace.

By using Autura Marketplace, you agree to the terms in this Agreement and certify that you have the authority to bind yourself and any individual or entity on whose behalf you use Autura Marketplace. If you are accepting on behalf of your employer or another entity or individual, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity or individual to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of such entity or employer or individual.

1. Autura Marketplace

Autura Marketplace is an online marketplace that allows users to list, sell, and buy vehicles in various geographic locations in an auction-based system. Autura is not a party to contracts for sale between sellers and buyers, nor is Autura a traditional auctioneer. Any information or details related to vehicles is provided solely by the seller and is not confirmed or reviewed for accuracy by Autura. Autura has no control over and does not guarantee: quality, safety, or operability of the vehicles advertised; the content of sellers’ listings; the ability of sellers to sell vehicles; or the ability of buyers to pay for vehicles. Any information provided by Autura is for marketing and facilitation purposes only.

Autura is not a vehicle broker, vehicle dealer, or an agent acting on behalf of vehicle brokers, dealers, buyers, or sellers. Autura does not: (1) hold title for any vehicle listed on Autura Marketplace; (2) perform an inspection of the vehicles listed on Autura Marketplace; (3) set or negotiate prices for any vehicle listed on Autura Marketplace; (4) have any vehicle listed on Autura Marketplace in its possession; (5) ship, distribute, or deliver any vehicle listed on Autura Marketplace; or (6) sell vehicles listed on Autura Marketplace by consignment.

You understand and acknowledge, that you should seek professional expert assistance and advice related to the valuation, purchase, titling, and operation of a vehicle.

2. Use of Autura Marketplace

Autura grants you a limited, non-transferrable, non-exclusive license to use Autura Marketplace. Your use of Autura Marketplace is subject to your compliance with this Agreement and any other written policies or terms put in place by Autura. Autura reserves the right to require all users to

verify their identity, financial condition, vehicle ownership, sale or reseller status, or any other verification Autura requires. Autura further reserves the right, at its sole discretion, to limit, suspend, or terminate your access to and use of Autura Marketplace. All information you provide when signing up for an account must be accurate and kept up to date. You must be 18 years of age or older to use Autura Marketplace.

All payments on Autura Marketplace are made and processed through Autura's third party payment provider ("**Payment Provider**"). No cash payments are permitted. Users that are buyers must agree to and comply with the Payment Provider's terms and make payments through the Payment Provider. Buyer will only use funds and payment methods they are legally allowed to use.

If Autura provides you with information about another user, such as to facilitate the completion of a vehicle sale, you will use the information only for the purposes that it is provided to you. You may not disclose or distribute a user's information to a third party for any purposes other than consummating the sale of a specific vehicle.

If we believe you are violating this Agreement or any of our policies, or abusing Autura Marketplace in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your account(s) and access to Autura Marketplace, or remove listings or bids.

If we have reason to believe you are using Autura Marketplace to facilitate buying and selling off Autura Marketplace, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and biddings, suspension or termination of your account, and application of fees.

3. Prohibited Use

Any activity Autura deems a violation of this Agreement or a threat to Autura, Autura Marketplace, or other users may result in suspension or termination of your account and legal action. The following is a non-exhaustive list of prohibited activity that users may not do in relation to Autura Marketplace:

- a) bidding on vehicles that you, or your employer, has listed for sale.
- b) bidding on a vehicle without the intent to purchase the vehicle.
- c) provide false, deceptive, or incomplete information, including information related to your identity, location, or purpose for using Autura Marketplace.
- d) breach or circumvent any laws, regulations, third-party rights or our systems, services, policies;
- e) provide content that is defamatory, libelous, illegal, inappropriate, harmful, or violates and/or infringes the rights of others;

- f) manipulate the price of any vehicle or interfere with any other user's listings or bids;
- g) fail to pay for vehicles on which you were the winning bidder, unless you have a valid reason as set out in this Agreement;
- h) fail to deliver vehicles sold by you, unless you have a valid reason as set out in this Agreement;
- i) fail to complete the transfer of the vehicle and any other documentation associated with the sale or purchase of a vehicle;
- j) share your log in credentials with any third parties;
- k) distribute viruses or any other technologies that may harm Autura or the interests or property of other users;
- l) use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means (including, without limitation buy-for-me agents, LLM-driven bots, or any end-to-end flow that attempts to place orders without human review) to access Autura Marketplace for any purpose without the written authorization of Autura;
- m) circumvent any technical measures related to Autura Marketplace;
- n) interfere with the functioning of Autura Marketplace;
- o) infringe the copyright, trademark, publicity, and/or other intellectual property rights of Autura or any third party; or
- p) collect or use information about other users without their consent.

4. Buyers

Before placing a bid on a vehicle, you must make a deposit to your Autura Marketplace account. You can add to or subtract from your deposit at any time. Your funds on deposit, or buying power, impacts the dollar amount of bids you can have outstanding at one time. If you are the winning bidder on a vehicle, your deposit will be applied to the total amount owed for the vehicle. If you are the winning bidder and you fail to complete the purchase, your deposit may be forfeited and no refund issued.

Bids are accepted on a first come first serve basis. By placing a bid on a vehicle, you are making an offer to the seller to buy the vehicle as advertised and at the price and terms provided by the seller. All listings are current as of the time noted on the listing. If your bid is accepted as the winning bid, you agree to pay the amount of your bid plus any fees imposed by the seller or Autura (such as the buyer fee and applicable credit card processing fee) and applicable sales tax. You are responsible for reading the full item listing before making a bid. Any vehicle information provided on Autura Marketplace is made by third parties. You agree that any reliance on vehicle information on Autura Marketplace is at your own risk. Any discrepancies or mistakes made regarding vehicle availability, quality, safety, condition, pricing, financing, insurance and the like

are not the fault or responsibility of Autura. If you have any concerns or questions about a vehicle, you should not bid on the vehicle.

If your bid is accepted as the winning bid, you will receive a notification and an itemized summary of the bid amount, seller fees, buyer fees, applicable payment processing fees, sales tax, and remaining buying power credit available. Once payment has cleared, you will receive a message with pickup instructions, a gate code, pickup address, and receipt. Buyer and seller will prepare and file any necessary paperwork documenting the change in ownership.

Autura has no responsibility for the delivery, transfer, or condition of a vehicle. Any disputes as to a vehicle purchased on Autura Marketplace are between buyer and seller. If you dispute the condition, operability, or anything related to a vehicle purchased through Autura Marketplace, you must contact the seller directly to resolve your dispute or seek a refund. If funds for your transaction are not available for any reason, your access to Autura Marketplace will be terminated and Autura reserves the right to seek recovery for any monetary loss it incurs.

Autura has no responsibility for any technological failure on the part of Buyer's equipment used to place bids.

5. Sellers

By listing a vehicle on Autura Marketplace you represent and warrant that you have the legal authority to sell such vehicle and you are further agreeing to sell the vehicle to the highest bidder if your reserve or minimum threshold is met. You assume full responsibility for the vehicle and information listed. All information, descriptions, and pictures you post on Autura Marketplace must be accurate and complete and you have an obligation to update the listing if any information changes.

When you list a vehicle on Autura Marketplace, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to provide and promote your listing and Autura Marketplace, in any media known now or developed in the future. You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to publish such content.

Unless required by law, regulation, or statute, you may not list a vehicle on Autura Marketplace if you have listed it for sale or auction in any other manner.

At the end of the auction, if your reserve or minimum threshold is met, you will receive a notice of the amount of the winning bid and a confirmation number or gate code. Once the buyer has made payment you will receive a payment notification. The buyer is then able to pick up the vehicle by presenting the gate code. At pickup, you must deliver the vehicle and all other items included in the listing (such as keys) and complete the necessary ownership transfer documents. Once pickup is complete, you must complete the transaction in Autura Marketplace marking the vehicle as picked up by the buyer. At that time, your net transaction proceeds will be released

and will be available within 72 hours, or as otherwise noted in this Agreement. You may not mark a pickup complete unless the buyer has accepted the vehicle.

Autura has no responsibility if the winning bidder does not complete any part of the pickup process. No proceeds will be remitted to seller until the sale process is complete and all funds have been cleared through the Payment Provider. If a payment is made to you in error, or if you receive funds that you are not otherwise entitled to receive at the time of disbursement, we have the right to recoup such amounts from you.

Any disputes as to a vehicle purchased on Autura Marketplace are between buyer and seller. If a buyer disputes the condition, operability, or description of a vehicle, seller must work with buyer to resolve the dispute, up to and including a return of any funds transferred to seller. If a buyer has a dispute with seller and seller does not respond or resolve the dispute directly, seller's access to Autura Marketplace may be terminated and Autura reserves the right to seek recovery for any monetary loss it incurs.

To protect Autura from risk of liability for your actions as a seller, we may restrict access to your funds. If there is a dispute between you and a buyer that is not resolved directly and Autura becomes involved, you will indemnify and reimburse Autura for all reversals, chargebacks, costs, monetary losses, or liabilities we incur. You agree that if Autura incurs monetary loss due to a buyer making a claim against Autura for a dispute involving you, Autura may take one or more of the following actions: offset any amounts Autura owes to you, initiate a direct ACH debit from your payment account, hold future payments for up to 30 days, require a deposit, terminate your access to Autura Marketplace, take legal action to recover such amounts, or take any other action permitted by law or this Agreement. You authorize us to choose the method of collection among those listed above. If available, we will offset from your current or future disbursements.

6. Taxes and Fees

All sales on Autura Marketplace are subject to applicable sales tax unless a valid exemption certificate or reason has been confirmed by Autura. If you represent that sales tax is not applicable, you agree to provide any requested information, sign any documentation reasonably required by Autura, and warrant that the information you provide is accurate. If you claim a sales tax exemption that is later determined, by Autura or a taxing body, to be invalid, you agree to pay the amount owed in full and indemnify Autura for any damages it incurs.

In addition to the winning bid amount, a buyer is responsible for all fees related to the purchase of a vehicle through Autura Marketplace. These fees include the buyer fee charged by Autura and fees disclosed by the seller during the bidding process. These fees will be clearly disclosed during the bidding and final purchase process.

7. Waiver of Warranties and Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, AUTURA MARKETPLACE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND ANY USE IS AT YOUR DISCRETION AND RISK. ALL VEHICLES AND ALL LISTINGS

ARE BEING PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND AUTURA IS NEITHER A BUYER OR A SELLER OF VEHICLES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AUTURA (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES) BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CLAIM AT LAW OR IN EQUITY FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES), AND ALL SUCH DAMAGES OR LOSSES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT WHETHER OR NOT THEY WERE FORESEEABLE OR AUTURA WAS ADVISED OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: CONTENT ON AUTURA MARKETPLACE, THE CONDITION OF VEHICLES BOUGHT OR SOLD ON AUTURA MARKETPLACE, THE OWNERSHIP OR TITLEABILITY OF A VEHICLE, LOSS OF ACCESS TO AUTURA MARKETPLACE (INCLUDING DELAYS OR DISRUPTIONS), OR SUSPENSION OR TERMINATION OF ACCESS TO AUTURA MARKETPLACE. AUTURA DISCLAIMS ALL VEHICLE-RELATED REPRESENTATIONS, GUARANTEES, AND WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

8. Intellectual Property

You agree you will not: (1) modify, reverse engineer, or seek to gain unauthorized access to Autura Marketplace or related systems, data or source code, (2) bypass or circumvent measures designed to prevent or limit access to any part of Autura Marketplace, (3) copy, modify or create derivative works of Autura Marketplace, (4) access Autura Marketplace for competitive purposes or publish any benchmark or performance information about Autura Marketplace, or (5) use Autura Marketplace in any manner that could damage, disable, overburden, or impair the functioning of Autura Marketplace or interfere with, disrupt or negatively affect other users.

Autura owns all right, title and interest (including intellectual property rights) in and to Autura Marketplace and our related websites and technology. If you choose to give us feedback, suggestions or other inputs about Autura Marketplace, we may use them without restriction or compensation.

9. Indemnity

You agree to indemnify and hold Autura (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, and agents) harmless from any claim or

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demand, including reasonable legal fees, made by any third party due to or arising out of your use of Autura Marketplace or breach of this Agreement or your breach of any law or the rights of a third party.

10. Disputes

This Agreement shall be exclusively construed in accordance with and governed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

YOU AND AUTURA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Autura each agree that any and all disputes or claims between you and Autura (or any related third parties) that in any way arise out of or relate in any way to this or previous versions of the Agreement or your use of or access to Autura Marketplace, including the scope or applicability of this Agreement to Arbitrate, (each, a "Dispute") shall be resolved exclusively through final and binding arbitration, rather than in court.

As the sole exception to this Agreement to Arbitrate, Autura may seek relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Agreement to Arbitrate, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of this Agreement, unless those disputes were noticed prior to this Agreement.

Arbitration will be administered by the American Arbitration Association or, if it is unavailable, its successor or a similar administering body. If you used Autura Marketplace in your individual, the arbitration will be governed by consumer arbitration rules. If you used Autura Marketplace on behalf of a business, the arbitration will be governed by commercial arbitration rules. The arbitration will be presided over by a single arbitrator with limited discovery and on a reasonably expedited schedule. Each party will bear its own expenses, including half of all fees charged by the American Arbitration Association. A party must timely pay its share of fees to the American Arbitration Association to proceed in bringing any affirmative claims or counterclaims. For clarity, a party that does not pay its arbitration fees may still participate to the extent necessary to defend against any claims or counterclaims brought by the other party. The prevailing party in any action to enforce this Agreement shall recover its reasonable expenses, including reasonable attorneys' fees.

Prior to filing any legal action against Autura, you agree to provide Autura a written description of the dispute and allow Autura the opportunity to resolve the dispute within 30 days from the date Autura is actually notified. During such period, you and Autura agree to participate in good faith discussions and negotiations towards a mutually agreeable resolution.

11. Assignment

Autura may assign this Agreement or any or all of Autura Marketplace. In such event, the only requirement will be for the assignee or acquirer to agree to comply with the terms of this Agreement.

12. Notice

Any notice to you related to this Agreement will be sent to you at the address listed in your account. Autura may also email you notices related to Autura Marketplace, this Agreement, or customer support. It is your responsibility to keep your contact information up to date.

Any notice to Autura related to this Agreement must be sent to both 440 N. Barranca Avenue, #6769, Covina, CA 91723 and Legal@Autura.com.