

CRANKOVER.COM

USER AGREEMENT

Effective Date: March 31, 2016

Thank you for your interest in Crankover.com. Crankover.com is an online marketplace for anything with an engine (e.g. cars, trucks, boats, planes, motorcycles, RVs, heavy machinery or equipment, etc.). In this User Agreement (this "Agreement"), the terms "Crankover," "we," "us," and "our" refer to Crankover, Inc., an Ohio corporation, and the terms "you" and "your" refer to you as a user of Crankover.com and other online applications and products and services (collectively, the "Site").

1. General Provisions

A. By using the Site, you agree to abide by this Agreement. This is a legally binding agreement between you and Crankover. Please read it carefully. When using the Site, you may be subject to other posted terms and guidelines applicable to certain services available on or through the Site. All terms and guidelines on the Site, including our Privacy Statement, are part of this Agreement and are incorporated herein by reference. Unless explicitly stated otherwise, any features or services available at any time on the Site are subject to this Agreement. Accessing the Site in any manner, even by automated means, constitutes your use of the Site and your agreement to be bound by this Agreement. Crankover may change this Agreement from time to time and will revise the effective date when it does so. Your continued use of the Site after the posted effective date constitutes your agreement to be bound by this Agreement as modified, except that modifications do not apply to any dispute arising prior to their effective date. Crankover may change, restrict access to, suspend, or discontinue the Site, or any portion thereof.

B. The material that appears on the Site is for general informational purposes only. While we aim to provide a site that is useful, be mindful that the Site may, from time to time, contain errors. The Site includes materials and information collected from and provided by third parties that we may not have evaluated or reviewed. We make no guarantees regarding the accuracy, completeness, timeliness, or reliability of any of the materials or information on the Site, and you should not rely on it without independent verification.

C. We invite you to bring to our attention any materials or information on the Site that you believe to be inaccurate. Please forward a copy of the materials or information to our President, Deborah Hinton at Deborahcrankover@gmail.com, along with an explanation of the inaccuracies.

2. Buying and Selling Products

A. The Site is a listing and information service for buying and selling anything with an engine (collectively referred to herein as “Product” or “Products”). The Site brings together buyers and sellers. Crankover is not a party to any transaction between buyers and sellers that originates on or through the Site. Information about a particular Product is supplied by the seller, not by Crankover. The price and other terms of any sale remain subject to direct negotiation between the buyer and the seller.

B. Though we hope that all who come to the Site will act honorably and treat each other fairly, we cannot verify the information that sellers supply or guarantee the Products they offer. Nor can we assure the seller of a Product that the payment he or she receives from the buyer is legitimate. When using the Site to find a buyer for your Product or a Product to purchase, we urge you to use the same common sense and good judgment you would use in selling a Product through, or responding to, a classified ad in the newspaper.

C. Buying a Product.

(i) The prices listed by sellers on the Site often exclude sales tax, finance charges, title, license, regulatory, dealer documentary, emission testing, and compliance fees, any or all of which may be added to the listed price to arrive at the final sale price of a particular Product. Before purchasing a Product or any other good or service you have read about on the Site, you should confirm with the seller any information, including the price that is important to your purchasing decision. Crankover is not responsible for, and does not guarantee the performance of, any such Products, goods or services listed or researched on the Site.

(ii) We may screen some email messages sent through the Site to sellers about Products listed on the Site. If it appears that your email message has not reached the seller of the Product you are inquiring about, you might try inquiring by telephone if the seller has provided a telephone number.

(iii) Our used Product listings include Products that have been “certified” as meeting certain standards established by manufacturers and/or dealers in connection with their pre-owned programs. The decision to certify any particular Product is made by the certifying manufacturer or dealer, and the Product information included in the Site’s certified Product listing is provided by the listing dealer. Neither Crankover nor the manufacturer is responsible for the accuracy of any information contained in a certified listing. Only the party that certifies a Product is responsible for the decision to certify that Product. You should familiarize yourself with the terms of the applicable certification program before buying a certified Product. Ads purchased by private sellers through our Sell Your Product service will not appear in any “certified” area of the Site. Ads for certified Products apply only to Products certified by dealers in accordance with the certification programs of the manufacturers with which we have partnerships.

D. Listing Your Item.

(i) The Site offers a variety of ad packages to private sellers, with combinations of features that may vary by market area. For information about the ad packages available to private sellers

in your area, click the “Sell” tab or button on our home page. On the next page, enter your ZIP code to view our Product offerings.

(ii) In order for you to offer a Product for sale through the Site, you must agree to our “Terms of Sale”. The [Terms of Sale](#) require, among other things, that you be prepared to sell your Product at the price at which, and on the terms on which, you have listed it. You must have possession of the actual Product listed and the ability to transfer title. To list a Product for sale on the Site, sellers also 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 Product listed for sale on the Site, nor may you use the Site to promote, without our prior written permission, any other website, product, or service.

(iii) By using the Site to sell your Product as a private seller, you represent that you are at least 18 years of age, that you are not a dealer of that particular Product, that you are not listing the Product for sale in your capacity as an owner, employee or representative of a dealer, and that neither you nor anyone acting on your behalf will list more than five Products for sale simultaneously. A private seller who wishes to list more than five Products simultaneously, and any commercial dealer wishing to list any Product, must make arrangements with us before doing so. Please visit the “Sell” tab on our website for more information.

(iv) When you list a Product for sale through our Site, we may obtain additional distribution for your listing through our relationships with other websites. We also may promote your listing on or through third-party websites or services. Neither Crankover nor any website through which we distribute or promote your listing will charge you any additional fee for this additional exposure. It is simply added value from Crankover. Our promotional partners will not contact you with offers to sell you additional distribution or add-on advertising services for your listing without your permission. If third parties contact you without your permission offering to sell you such services, they have likely misused the Site and violated this Agreement to exploit your listing information. If you receive any such solicitations that you did not authorize, please bring them to our attention by contacting us at Deborahcrankover@gmail.com.

(v) Listings are not to be used to advertise more than one Product, regardless of a listing’s duration. For this reason, you cannot edit your Product’s year, make, model, or VIN once you have purchased a listing. Always double-check this information before purchasing a listing. Listing fees are generally not refundable, so if you enter incorrect information in the year, make, model, or VIN fields, you will have to delete the listing and purchase a new one to create an accurate listing. By using the Site to sell your Product, you agree to pay the price of the package you select and the prices of any advertising upgrades, regardless of whether your Product sells as a result of the listing. You also agree to pay any applicable taxes relating to your use of the “Sell Your Product” service.

(vi) Responsibility for the information contained in each listing lies with each seller. You alone are responsible for the material you post, including listing information and photos of your Product, and for the content of all email messages you transmit through the Site. Nothing will undermine a user’s confidence in the Product you are looking to sell faster than inaccurate statements or misleading

representations about the Product. And since any erosion of user confidence in you is likely to be accompanied by erosion of user confidence in us, we care deeply about making sure that the information you supply is accurate and that, in all respects, you treat other users of the Site fairly and honorably.

(vii) In connection with our efforts to combat Internet fraud, some listings may be screened before being posted publicly. This process may delay the publication of your listing. Though we cannot monitor every transaction that originates through a listing on the Site, we may, from time to time, perform random quality assurance tests to confirm that those who offer Product for sale over the Site are prepared to sell those Products at the prices and on the terms which such Products are advertised. By using the Site, you agree to cooperate in these quality assurance tests. If our tests reveal, or we otherwise learn, that a seller may be violating the terms of this Agreement, we reserve the right to deny that seller use of services offered on the Site and any affiliated websites and remove that seller's listings from each site.

(viii) By listing a Product for sale on the Site, you agree to use the email addresses of those responding to your listing only to communicate with them about the potential sale of that Product.

3. **Third-Party Services.**

A. For your convenience, we make available a variety of links to other websites that we do not operate where you can obtain automotive-related products and services, including insurance, warranties, financing, and inspection services.

B. If you choose to purchase an inspection through a third-party website for a Product that you are interested in buying, remember that an inspection is not a warranty. Although inspections can be of significant value in the purchase of a pre-owned Product, an inspection is not a guarantee that the inspected Product is free from defects or that the inspectors have identified all existing defects. Before you purchase inspection services, you should confirm with the inspector the location at which the inspection will be conducted. You are responsible for coordinating and arranging the inspection. You release Crankover and its affiliates from any damages that you may incur, and agree not to assert any claims against them, arising from your purchase or use of third-party supplied products and services.

C. Although we make available links to the websites of third-party providers of products and services, we are not responsible for the prices, terms, quality, reliability, or performance of the products or services provided by them. Your correspondence or business dealings with, or participation in the promotions of, vendors or other third parties found on or through the Site, including payment and delivery of goods or services and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. We are not responsible or liable for any loss or damage incurred as the result of such dealings with or the presence of such third parties on the Site.

D. For your convenience, we make available links to websites operated by dealers that list their Products on the Site. Although we or our affiliates may power some of these dealer websites, we are not responsible for any of the content that appears on these websites, including, without limitation, promotional contests and sweepstakes offers. We do not co-sponsor, operate, endorse, or guarantee any

advertiser sweepstakes or contest offer that may be promoted from time to time on the Site, or that may be accessible through a link from the Site, and you release Crankover and our affiliates from any damages that you may incur, and agree not to assert any claims against any of them, arising from your entry, participation, or acceptance of any prize in any such sweepstakes or contest offer.

4. **Ownership and Permissions.**

A. The materials on the Site are the property of Crankover or its licensors, and are protected by U.S. copyright laws, other copyright laws, and international conventions. Except as explicitly provided in this Agreement, you may not distribute, transmit, display, reproduce, modify, create derivative works from, or otherwise exploit any of the materials on the Site. You may display and occasionally print a single copy of any page of the Site for your personal, non-commercial use, but you may not otherwise reproduce any material appearing on the Site without the prior written consent of the owner of such materials. You may not store any significant portion of, nor distribute copies of, materials found on the Site, in any form (including electronic form), without prior written permission from the owner of such materials. Requests for permission to reproduce or distribute materials found on the Site should be sent to Deborahcrankover@gmail.com.

B. You are free to establish a hypertext link to the Site so long as the link does not state or imply any endorsement or sponsorship of you, your company, or your website by Crankover or any of our affiliates. However, without our prior written permission, you may not frame any of the content of the Site, nor incorporate into another website or service any intellectual property of Crankover or its licensors. Requests for permission to frame our content or use our content in any way that is not expressly described in this Agreement should be sent to DHH@crankover.com.

C. Crankover and the Crankover logo are registered trademarks owned by us or our licensors. The names of other products and services referred to on the Site may be the trademarks of their respective owners. You may not use any trademark or service mark appearing on the Site without the prior written consent of the owner of the mark.

D. You acknowledge that by transmitting or posting any material on or through the Site, you grant us, or anyone authorized by us, an unrestricted, non-exclusive, worldwide, royalty-free, perpetual, irrevocable, license to use, modify, perform, display, broadcast, reproduce, create derivative works from, transmit, sell or otherwise use, exploit or distribute, at no cost whatsoever, all such material (including, without limitation, all intellectual property rights embodied therein), in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose. The foregoing license includes the right to exploit any proprietary rights in such material, including, but not limited to, rights under copyright, trademark, or patent laws that exist in any applicable jurisdiction. Also, in connection with the exercise of these rights, you grant us and anyone authorized by us, the right to identify you as the author of such material by name, email address or user name, and to use your image and likeness if provided, in connection with such material. You will not receive any compensation of any kind for the use of any material you transmit or post via the Site. Among other uses of user materials, the Site uses listings data to derive useful information (such as valuation information) for display, sale and distribution.

5. **User Content.**

A. The Site allows users to publish listings, ratings, and reviews and to access social media tools where users may post material accessible to others or transmit communications to others. Some of these tools may be operated by third parties, and your use of them is subject to both the terms of this Agreement and to the policies of their third-party providers.

B. You assume total responsibility and risk for your use of any interactive areas of the Site. You acknowledge that any of the user-generated content posted or transmitted through the Site represents the views of the author, and not of Crankover. You also acknowledge that your use of or reliance on such content is at your own risk.

C. When publishing anything to the Site or using any social media tools or interactive features, you agree that you will not post or transmit:

(i) any copyrighted material unless you own or control the copyright in and to such material;

(ii) material that is: knowingly false and/or defamatory, inaccurate, libelous, tortuous, abusive, vulgar, hateful, racist, bigoted, sexist, harassing, threatening, inflammatory, obscene, profane, sexually oriented, invasive of a person's privacy, or is otherwise objectionable or in violation of any applicable law, rule, or regulation;

(iii) material that violates or infringes the rights of any other party, including, without limitation, rights of privacy, rights of publicity, copyright, trademark, or other intellectual property rights; profanity in subject lines, messages, or signatures;

(iv) any material containing viruses, Trojan horses, worms, or any other disruptive or harmful component;

(v) material that breaches another's privacy (i.e., containing phone numbers, addresses, or other personal information);

(vi) spam, including, but not limited to, junk mail, chain letters, unsolicited bulk email or duplicative messages, excessive cross-postings, and material that is unrelated to the forum in which it is posted;

(vii) material that contains advertisements or commercial solicitations; or material discussing illegal activities or linking to websites that deal with such activities.

D. You further agree that you will not attempt or do any of the following:

(i) interfere with or disrupt the Site or our computer systems, servers, or networks;

(ii) attempt to gain unauthorized access to any part of the Site, to accounts that belong to other users, or to computer systems or networks connected to the Site;

(iii) engage in any systematic extraction of data or data fields, including, without limitation, email addresses, by use of any automated mechanism, such web robots, crawlers, or spiders or otherwise;

(iv) collect information about others without their consent;

(v) interfere with the use of the Site by any other individual or party;

(vi) impersonate any person, or otherwise attempt to mislead others about your identity, or post material under secondary user names or other aliases; or

(v) share any user name and/or password you have on the Site with any other persons.

E. Without limiting any of Crankover's other rights or remedies, a violation of any of the above may result in the removal of any content you have transmitted or posted, revocation of any accounts you have on the Site or on our affiliated websites and services, and/or a ban from creating new accounts.

F. Although Crankover cannot monitor all of the listings and content posted to the Site, we reserve the right (but assume no obligation) to delete, move, condense or edit any ads, ratings, reviews, content or other postings that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. We retain the right to deny access to anyone who we believe has violated these terms or any other term of this Agreement. We will not, in the ordinary course of business, review the content of private electronic messages that are not addressed to us. However, we may occasionally monitor such communications as we believe is appropriate to comply with applicable laws, respond to legal process or a law enforcement request, to enforce this Agreement, or to protect the rights, property or safety of visitors to the Site, our advertisers, the public, us or our affiliates. Notwithstanding the foregoing, Crankover takes no responsibility and assumes no liability for any content posted to the Site by you or by third parties.

6. **Termination**

A. You agree that we may, under some circumstances and without prior notice to you, terminate your use of and access to any of the parts of the Site to which we restrict access, for example, by requiring registration. Some of the reasons for such termination may include, but are not limited to: (i) a breach or violation or suspected breach or violation of this Agreement or other incorporated terms or guidelines, (ii) a request by law enforcement or another government agency, (iii) our decision to discontinue or change all or part of the Site, (iv) technical or security issues, and (v) fraudulent or illegal activities. All terminations will be made in our sole discretion and you agree that we will not be liable for any termination of your use of or access to the Site or any part of the Site.

7. DISPUTE RESOLUTION: MANDATORY ARBITRATION; CLASS ACTION WAIVER

A. ARBITRATION AGREEMENT. YOU AND CRANKOVER AGREE THAT ANY CLAIMS OR DISPUTES (“CLAIMS”) THAT ARISE OUT OF OR RELATE IN ANY WAY TO THE TERMS OF THIS AGREEMENT, THE SITE, OR ANY SERVICE (INCLUDING BUT NOT LIMITED TO BILLING DISPUTES) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT. In arbitration, there is no judge and no jury. Instead, Claims are decided by an arbitrator whose authority is created by and governed by this arbitration agreement. Review of arbitration awards in the courts is very limited. Arbitration awards may be entered in any court having jurisdiction upon submission by any party.

B. CLASS ACTION WAIVER: YOU AND CRANKOVER AGREE THAT ALL CLAIMS BETWEEN US WILL BE RESOLVED IN AN INDIVIDUAL ARBITRATION. WE BOTH AGREE THAT THERE WILL BE NO CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTIONS IN ARBITRATION. In addition, neither you nor Crankover may participate in a class or representative action in court as a class member if the claims asserted in the litigation would fall within the scope of this arbitration agreement if asserted directly by you or Crankover. To be clear, you and Crankover both waive any right to participate in any class action involving disputes between us. This class action waiver is an essential part of our arbitration agreement and may not be severed. If for any reason this class action waiver is found unenforceable, then the entire arbitration agreement will not apply. However, the Jury Trial Waiver set forth in Section 8 of this Agreement will remain in full force and effect.

C. ARBITRATOR AUTHORITY: The arbitrator’s authority is governed by this arbitration agreement. You and Crankover agree that the arbitrator may award the same relief that a court of competent jurisdiction could award – consistent with and limited by this Agreement (including the limitations of liability set forth in Section 9), but the arbitrator may not award declaratory or injunctive relief that extends beyond you and your dealings with Crankover. An arbitrator may award attorneys’ fees and costs to the prevailing party if a court would be authorized to do so under the applicable law.

D. ARBITRATION PROCEDURES: You and Crankover agree that your agreement affects interstate commerce, and the Federal Arbitration Act applies. All arbitrations shall be conducted by JAMS Endispute under its Streamlined Arbitration Rules and Procedures (“JAMS”). These rules are available on the JAMS website at <http://www.jamsadr.com> or by calling 1.800.352.5267. If there is a conflict between the JAMS Rules and this arbitration agreement, then this arbitration agreement shall control. Crankover will pay all filing fees and costs associated with commencing an arbitration, but you will be responsible for paying your own attorneys’ fees (if you chose to use an attorney in arbitration) unless you prevail in the arbitration and the arbitrator finds that you are entitled to recover your fees under the law. Except for claims determined to be frivolous, Crankover agrees not to seek an award of attorneys’ fees in arbitration even if an award is otherwise available under applicable law. If you bring an arbitration against Crankover, you hereby agree that the arbitration hearing shall be held in Toledo, Ohio, unless we both agree in writing to a different location. You and Crankover hereby irrevocably consent to the jurisdiction and venue of the arbitration process described in this Section 7.D. and hereby waive any objections or

defenses relating to such jurisdiction and venue with respect to any proceeding rightfully initiated under this Section 7.D.

E. **SURVIVAL**: This arbitration agreement survives the termination of this Agreement between you and Crankover.

8. **JURY TRIAL WAIVER**.

You and Crankover expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that if for any reason the arbitration agreement contained in Section 7 is found inapplicable or unenforceable, our claims against each other will be resolved by a judge rather than a jury. With respect to any claim brought under this Section 8, each party hereby consents and agrees to the exclusive jurisdiction and proper venue of any Federal or State of Ohio court of competent jurisdiction in Lucas County, Ohio for the resolution of any and all disputes arising hereunder.

9. **Disclaimer of Warranties, Limitation of Liability, and Indemnification**.

A. IF YOU RELY ON THE SITE OR ANY INFORMATION, PRODUCT, OR SERVICE AVAILABLE THROUGH THE SITE, 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 PUBLISHED ON OR PROMOTED THROUGH THE SITE. THE SITE IS PROVIDED TO YOU "AS IS." CRANKOVER AND ITS AFFILIATES, AGENTS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE SITE (OR ANY INFORMATION, GOODS, OR SERVICES THAT ARE REFERRED TO, ADVERTISED OR PROMOTED ON, OR SOLD THROUGH THE SITE). WE DO NOT GUARANTEE THAT THE SITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CRANKOVER AND ITS AFFILIATES, AGENTS, AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, OR JUDGMENTS ARISING OUT OF OR RELATED TO ANY CONTENT POSTED TO THE SITE BY YOU OR ANY THIRD PARTY.

B. UNDER NO CIRCUMSTANCES WILL CRANKOVER OR ITS AFFILIATES, AGENTS, OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR ANY PRODUCT OR SERVICE LINKED TO OR FROM OR ADVERTISED OR PROMOTED ON THE SITE, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, AND LOSS OF DATA), EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF CRANKOVER AND ITS AFFILIATES, AGENTS, AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM ARISING OUT OF OR OTHERWISE RELATING TO THE SITE WILL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, FOR THE USE OF THE SITE OUT OF WHICH SUCH LIABILITY

ALLEGEDLY ARISES. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, YOU AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, TORTIOUS, OR ILLEGAL CONDUCT BY YOU OR ANY OTHER PARTY OR ANY INFRINGEMENT OF YOUR OR ANOTHER'S RIGHTS ARISING FROM OR IN CONNECTION WITH THE SITE.

C. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY.

D. YOU AGREE TO INDEMNIFY CRANKOVER AND ITS OWNERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS, AND LICENSORS, AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATED IN ANY WAY TO YOUR USE OF THE SITE OR ANY BREACH OF THIS AGREEMENT.

10. **Registration.**

A. To obtain access to certain services from the Site (for instance, to manage your private seller listing on the Site), you may be required to register on the Site. As part of the registration process, you will be required to select a user name and a password. You agree that the information you supply during that registration process will be accurate and complete, and that you will not register under the name of another person. Failure to provide accurate and timely information may result in your account being closed and/or your access to content provided through your account being suspended, discontinued, or removed. We reserve the right to disallow use of a user name that we deem offensive or inappropriate. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing the Site through any username/password assigned to you. You will notify Crankover's President of any known or suspected unauthorized use of your account via email to Deborahcrankover@gmail.com.

B. Crankover reserves the right to disclose any information we collect through user accounts and registrations in accordance with our Privacy Statement.

11. **Notice of Copyright Infringement.**

If you are an owner of intellectual property who believes your intellectual property has been improperly posted or distributed via the Site, please notify us by sending an email to Deborahcrankover@gmail.com or by sending a notice by U.S. Mail to: Crankover, Inc., P.O. Box 1072, Bowling Green, Ohio 43402. Your notice to us must include the following information: (1) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyrighted work allegedly infringed; (2) a description of the copyrighted work or works that allegedly have been infringed; (3) a description of where on the Site the allegedly infringing material appears that will allow us to locate the material; (4)

your contact information, including your address, telephone number, and, if available, email address; (5) a statement by you that you have a good faith belief that the allegedly infringing use has not been authorized by the copyright owner, its agent, or the law; and (6) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the copyrighted work that has allegedly been infringed.

12. **Miscellaneous.**

A. We want potential buyers visiting the Site to feel free to share their email addresses with those listing Products for sale on the Site. By accessing the Site, you agree not to use information concerning other users of the Site, or the Products they have listed or searched for on the Site (including listing information, user names, email addresses, telephone numbers, and/or other information), for any purpose other than to explore the potential purchase or sale of a listed Product.

B. This Agreement has been made in, and will be construed in accordance with the laws of, the State of Ohio, without regard to its choice of laws rules.

C. Please report any violations of this Agreement to our President, Deborah Hinton at Deborahcrankover@gmail.com.

[END OF USER AGREEMENT]