

REvX BUYER TERMS AND CONDITIONS

Effective Date: October 1, 2026

RevX Autos Inc., a Delaware corporation and its affiliated companies (collectively, “**RevX**”) operate <https://www.revxaautos.com/> and associated websites, subdomains, mobile versions, applications, software, services and/or other electronic platforms (collectively, the “**Platform**”) for online marketplaces enabling third-parties to submit, make offers and counter-offers on, match, review, make authorization hold payments on, buy, sell, title, register and deliver motor vehicles (each, a “**Vehicle**”) pursuant to these terms and conditions. By registering an account, accessing the Platform, or using the Platform in any capacity related to the review or purchase of any Vehicle on the Platform, each individual, business entity, or other legal entity that registers for, accesses, or uses the Platform (each, a “**Buyer**”), agrees to be bound by these Buyer terms and conditions, as updated by RevX from time to time (these “**Terms and Conditions**”), along with any written policies published by RevX on the Platform (“**Policies**” and collectively with these Terms and Conditions, the “**Platform Rules**”). The Platform Rules form the complete agreement between Buyer and RevX regarding Platform use. Where there is a conflict among the Platform Rules, they will be applied in this order of priority (highest to lowest): (a) Policies; and (b) these Terms and Conditions.

I. GENERAL

1.1. Scope and Amendments. These Terms and Conditions are a binding agreement between RevX and Buyer (each, a “**Party**” and collectively, the “**Parties**”) that apply to and govern Buyer’s use of RevX’s Platform (including without limitation, making offers on, matching, reviewing, counter-offering, purchasing, transferring and taking delivery of Vehicles offered through the Platform). RevX may in its sole discretion, revise, amend or replace these Terms and Conditions (and any other Platform Rules) at any time by publishing an updated version on the Platform, which will become effective upon such publication or any later effective date identified in the updated version. RevX has no obligation to notify Buyer in advance of any changes to these Terms and Conditions (or any other Platform Rules), but may do so in its sole discretion. Buyer’s continued use of RevX’s Platform after any updated Platform Rules are published to the Platform constitutes Buyer’s acceptance of the updated Platform Rules.

1.2. Conduct and Right to Refuse Service. Buyer shall interact with RevX, its personnel, and each Vehicle seller (whether in the capacity of an individual, legal entity, or representative of any such person or entity selling or offering to sell a Vehicle via the Platform) (each, a “**Seller**”), in an honest, fair, ethical, and civil manner. RevX reserves the right to suspend, revoke, or deny service to Buyer at any time, for any reason, in its sole discretion, and these Terms and Conditions will survive any such action.

1.3. Buyer to Supply Accurate Information. Buyer agrees that all information it provides to RevX and any Seller (including via the Platform) is accurate, true and complete. In the event Buyer becomes aware of any information submitted to RevX being inaccurate, untrue or incomplete, Buyer will immediately notify RevX and update any such information.

1.4. Account Responsibility. Buyer is responsible for all activity occurring under its account(s) and is bound by the acts of any person who uses Buyer's login credentials or credibly purports to act on Buyer's behalf, including without limitation, Buyer's appointed representatives. Buyer agrees to safeguard its login credentials and notify RevX in writing immediately upon discovering any unauthorized access. Notwithstanding any such notification, Buyer remains solely responsible for all use and misuse of its login credentials on the Platform. If a Buyer operates an account on behalf of any business entity, that entity is jointly and severally liable for all obligations arising under the Platform Rules.

1.5. Sanctions. Buyer represents and warrants that it is not subject to sanctions from any governmental authority or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including the lists maintained by the United Nations Security Council, the United States federal government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

1.6. Electronic Signatures. Buyer agrees that electronic signatures, click-through buttons, and similar electronic approvals submitted via the Platform are binding and satisfy the requirements of the Electronic Signatures in Global and National Commerce Act and all analogous state and local laws. Counterpart signatures may be delivered via the Platform, electronic mail, portable document format (PDF), DocuSign, any electronic signature and delivery method, or any other transmission method complying with applicable laws. Any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

1.7. Communications. Buyer authorizes RevX and Sellers to communicate with it via the Platform and via email with respect to any Vehicle offer, counter-offer, or other proposed or accepted Vehicle transaction, subject to Section 6.2. Except to the extent prohibited by law, Buyer also authorizes RevX to communicate with Buyer via email, phone (including text/SMS messaging and artificial, autodialed, or prerecorded messages), and any other current or future means of communication, for business, account, marketing, or collection purposes. Buyer may opt out of marketing messages in accordance with applicable law and per the instructions contained in such communications. RevX has no control over or liability with respect to any

communications between Buyer and Sellers made outside of the Platform, which shall be governed by any agreements between them.

RevX has the right to modify any telephone number or short code used to operate an SMS program at any time. Buyer will be notified on such occasions. Buyer agrees that any messages Buyer sends to a telephone number or short code RevX has changed, including any STOP or HELP requests, may not be received, and RevX will not be liable for honoring requests made in such messages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER AGREES THAT REVX WILL NOT BE LIABLE FOR FAILED, DELAYED, OR MISDIRECTED DELIVERY OF ANY INFORMATION SENT THROUGH THE SMS PROGRAM, ANY ERRORS IN SUCH INFORMATION, AND/OR BUYER'S RELIANCE ON THE INFORMATION OR SMS PROGRAM.

1.8. RevX's Limited Role as Marketplace Provider, Seller Purchase Documents. Buyer acknowledges and agrees that RevX's Platform is a technology platform connecting Sellers with Buyers and, unless otherwise agreed in writing by RevX, RevX is not a party to any Vehicle purchase or sale transaction, is not a broker or representative of either Buyer or Seller, does not purchase Vehicles or negotiate their prices or sale terms, take title to Vehicles, or handle transfer of Vehicles or any sale proceeds. The purchaser of any Vehicle sold via the Platform is the applicable Platform buyer (which may be Buyer), the seller of any Vehicle is the applicable Seller, and the underlying Vehicle sales transaction is subject to the written purchase and sale agreements between Seller and Buyer (the "**Seller Purchase Documents**"), which will govern the exact terms of any specific Vehicle's sale, delivery to Buyer, Buyer's payments to Seller with respect to such Vehicle, including payment timing and method and any other documents necessary or desirable to complete the Vehicle sale transaction, including any title and registration documentation. Buyer must complete payment and cooperate with Seller to complete the shipping, titling, registration, transfer, and closing of each Vehicle purchase transaction.

II. BUYER'S OFFER AND PURCHASE OBLIGATIONS

2.1. Buyer Offer, Default Charge and Purchase Obligations. Buyer represents that each offer it submits through the Platform is made in good faith and that Buyer has the financial ability and genuine intent to complete the purchase in cash, if any Seller accepts any offer Buyer submitted or if Buyer accepts any Seller's counter-offer. If Seller accepts any Buyer offer, or if Buyer accepts any Seller's counter-offer via the Platform (each an "**Acceptance**"), Buyer agrees to complete the Vehicle purchase and provide full payment in accordance with the Seller Purchase Documents. Buyer further agrees to communicate clearly and professionally with Seller after Acceptance, to coordinate the details of the Seller Purchase Documents promptly, and complete all required title and transfer documents and actions requested by the Seller. Buyer agrees that

the contact information of the Seller will be provided via the Platform only after any Acceptance is reached, and Buyer consents to be contacted by such Seller. By submitting any offer on a Vehicle, Buyer is requesting RevX and the applicable Seller to place a hold on the Vehicle subject to such Seller's Acceptance. Buyer agrees that if there is an Acceptance but Buyer fails to pay for the Vehicle as provided in the Seller Purchase Documents and/or the then-current Platform Rules, Buyer agrees to pay a cancellation payment selected by RevX and published in the Platform Rules (the "**Default Charge**") and authorizes RevX and any third-party payment processors RevX uses, and Buyer's card issuers and financial institutions, to initiate, charge and/or process the Default Charge via any Buyer credit or debit card, or other payment method provided via the Platform and agrees that Buyer will not dispute any Default Charge made in accordance with this Section 2.1. RevX shall have no liability to Seller or Buyer as a result of any Seller's or Buyer's withdrawal from an offer or transaction or breach of the Platform Rules or any agreement between Buyer or Seller, but may, in its sole discretion, decide to attempt to enforce the sale or negotiate a settlement between Seller and Buyer, which may include without limitation, RevX paying Seller some or all of the Default Charge amount. In connection therewith, Buyer agrees to work in good faith with RevX and Seller to complete the sale or reach a settlement.

2.2. Vehicle Condition. By submitting any offer, Buyer agrees that Buyer has reviewed and approves the Vehicle's Platform information and all details provided therein, any notes, photos, videos, condition reports, or other information describing or showing the Vehicle's condition, subject only to Buyer's cancellation rights under Section 2.3 and any express terms of the Seller Purchase Documents. Upon delivery of the Vehicle to Buyer or Buyer's instruction to Seller to deliver or give Buyer possession of the Vehicle to complete the sale, Buyer is agreeing to buy the Vehicle in "AS-IS" condition, with all faults, subject only to the Vehicle's Platform information and any representations regarding Vehicle condition specified in the Seller Purchase Documents.

2.3. Buyer Cancellations. Buyer may only cancel or withdraw an Acceptance, if, immediately prior or upon delivery to Buyer, Buyer discovers that (a) the Vehicle has material damage that was not disclosed by Seller via the Platform, or (b) the Vehicle's actual specifications are different from the Seller-provided specification data displayed via the Platform for such Vehicle or listed in the Seller Purchase Documents. Buyer may not cancel or withdraw any Acceptance, or Vehicle purchase transaction based upon issues that were disclosed via the Platform, clearly visible in any Platform photos, or otherwise outside the cancellation rights expressly stated in this Section 2.3.

2.4. Disclaimer of Warranties. RevX is not the owner of any Vehicles listed or sold via the Platform and disclaims all warranties with respect to any Vehicles made available, offered, sold, or purchased via the Platform, whether express or implied, including any implied warranties of

merchantability or fitness for a particular purpose and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade. Seller is responsible for preparing and providing all documentation necessary to sell the Vehicle to Buyer, including any bill of sale where required by law, all Seller Purchase Documents, and all ancillary documents required for title and registration. Seller is also responsible for configuring Vehicle shipping, titling, and registration and submitting related documentation to governmental authorities, except that Buyer remains responsible for paying any taxes, fees, or amounts allocated to Buyer under the Seller Purchase Documents or applicable law. RevX is not a party to Vehicle sale or transfer documentation and is not liable to Buyer for Seller or Buyer acts or omissions in connection with the foregoing, or any third-party errors or delays (including without limitation, DMV processing errors).

2.5. Buyer Fee and Liability Obligations. RevX does not charge Buyer a fee to make offers on Vehicles, for any Acceptance or to complete a sale of any Vehicle (subject to the Default Charge provided in Section 2.1). RevX may, in addition to all other legal rights and remedies, immediately suspend or terminate Buyer's account and/or access to the Platform without any liability to Buyer whatsoever if Buyer breaches the Platform Rules. If following an Acceptance, Seller refuses to sell, refuses or fails to ship or deliver the Vehicle as required hereunder, ceases communication with the Buyer or RevX, or if the transaction is canceled because of Seller's misrepresentation or material undisclosed Vehicle condition or documentation issue, Seller shall be liable to Buyer and/or RevX for all damages incurred by Buyer and/or as a result of such breach or default.

III. PRIVACY AND DATA USAGE

3.1. Information Sharing and Privacy. Subject to applicable law, Buyer authorizes RevX to obtain, use, share, and disclose information about Buyer provided via the Platform (including contact information) from and with Seller, affiliates, and third parties, for all lawful business purposes including completing Vehicle purchase transactions. Buyer represents that any personal data provided to RevX is free from restrictions on use and complies with applicable privacy and consumer protection laws. Buyer has received, reviewed, and accepts RevX's Privacy Policy, as may be amended from time to time, which is located at <https://revxautos.com/legal/privacy-policy.pdf>

IV. INTELLECTUAL PROPERTY

4.1. Proprietary Rights. RevX's Platform and all related platforms, services, software, data, and website materials contain proprietary information protected by intellectual property laws. Buyer agrees not to copy, distribute, modify, or create derivative works from any such materials or any part of the Platform without RevX's prior written consent. Buyer may not use any RevX

trademark or service mark without RevX's prior written consent. All offer amounts, Vehicle pricing, results, Vehicle data, and associated content, including text, pictures, video, and audio related to the Platform (collectively, "**Sales Data**") are owned by RevX and its licensors and may be accessed by Buyer solely for the purpose of using the Platform in accordance with the Platform Rules. Buyer agrees not to engage in any recording, reproduction, redistribution, or commercial exploitation of Sales Data. Any suggestions, proposals, or ideas a Buyer sends to RevX with respect to the Platform may be used by or incorporated into the Platform in RevX's sole discretion without any obligation to Buyer (including paying or crediting Buyer for such ideas).

V. CLAIMS AND DISPUTES

5.1. Governing Law. Except to the extent that the laws of the United States may apply or otherwise control, the rights and obligations of the Parties hereunder and under the Platform Rules shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict-of-laws principles.

5.2. Exclusive Jurisdiction. Subject to the Parties' agreement to arbitrate all disputes in Section 5.3, below, for all litigation of disputes or controversies that may arise between the Parties out of or in connection with the Platform Rules, any Vehicle made available, offered, sold, or purchased through Buyer's use of the Platform or any other transaction or claim arising out of or relating to the Platform, RevX and Buyer consent to the exclusive jurisdiction of the state courts located in New York County, New York and the federal courts located in New York County, New York, to the fullest extent allowed by law. Buyer agrees that any and all process directed to Buyer in any such litigation may be served upon Buyer outside of the State of New York with the same force and effect as if such service had been made within the State of New York, to the fullest extent allowed by law. This consent to jurisdiction does not limit the Parties' agreement to arbitrate disputes under Section 5.3 or any court's authority to enter judgment on an arbitral award or grant provisional remedies in aid of arbitration.

5.3. Arbitration, Class Action Waiver. In the event that any dispute or controversy arises between the Parties and/or any Seller out of or in connection with the Platform Rules, any Vehicle made available, offered, sold, or purchased through Buyer's use of the Platform or any other transaction or claim arising out of or relating to the Platform (including the validity, scope, and enforceability of this arbitration clause), but excluding any disputes solely between Buyer and Seller regarding the sale of a Vehicle, which shall be governed by the Seller Purchase Documents, Buyer and RevX agree to submit the dispute to mandatory, final, and binding arbitration in accordance with the provisions of this Section. Arbitrations shall be held in New York County, New York, before a single arbitrator and administered by JAMS pursuant to its

Streamlined Arbitration Rules and Procedures. If any provision in this Section is determined to be inconsistent with JAMS' then-current Minimum Standards of Procedural Fairness, the Parties agree that the unenforceable provision will be severed, and the remaining provisions will remain in full force and effect. Judgment on any award may be entered in any court having jurisdiction in accordance with the provisions of this Section. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Subject to Section 5.6, the administrative expenses of arbitration shall be divided equally between the Parties unless the arbitrator determines otherwise. The arbitrator shall pass finally upon all questions, both of law and fact, and the arbitrator's findings shall be conclusive. Information obtained by any party during the course of discovery shall be kept confidential, shall not be disclosed to any third party, shall not be used except in connection with the arbitration proceeding, and at the conclusion of the proceeding, shall be returned to the other Parties. All claims subject to this Section will be arbitrated on an individual basis only and the Parties expressly waive class arbitrations and class or representative proceedings.

5.4. Indemnification. To the fullest extent permitted by law, Buyer agrees to indemnify, defend, and hold harmless RevX and its subsidiaries and affiliated companies (including without limitation each legal entity that directly or indirectly controls, is controlled by, or is under common control with any other such entity) and its directors, officers, employees, representatives, agents, owners, successors, and assigns (each, a "**RevX Party**") from all claims, losses, and liabilities, including attorneys' fees, arising from: (a) personal injury or property damage caused by Buyer; (b) any breach of Buyer's obligations under the Platform Rules or any related sale, purchase, or purchase agreement; (c) Buyer's acts or omissions with respect to the transportation, delivery, purchase, sale, ownership, or use of any Vehicle made available, offered, sold, or purchased in connection with Buyer's use of the Platform; and (d) the accuracy, completeness, title status, condition, documentation, or transfer of any Vehicle information or Vehicle for which Buyer is responsible.

5.5. Limitation of Liability. In no event will any Party, or any Seller be liable to any other Party or Seller for consequential, special, incidental, indirect, punitive, or exemplary damages, including lost profits or business losses, arising from any such party's provision or use of the Platform, or performance or breach hereunder.

5.6. Fee Shifting. Except as otherwise expressly provided in Section 5.3 with respect to the administrative expenses of arbitration, the prevailing party in any dispute related to the Platform Rules is entitled to recover all costs, including reasonable attorneys' fees, from the non-prevailing party.

VI. GENERAL PROVISIONS

6.1. Digital Platform Access. Buyer acknowledges that RevX cannot guarantee continuous, secure, or error-free operation of its Platform and is not responsible for Buyer's network, software, or hardware performance. RevX, in its sole discretion, may decide any disputes between Buyer and Seller with respect to any malfunctions, timing issues, offer submissions, counter-offers, or acceptances of offers or counter-offers via the Platform, including with respect to which offers or counter-offers were submitted or accepted for any Vehicle.

6.2. Platform Misuse. Buyer agrees not to use the Platform to send unsolicited commercial messages or to exploit RevX's or any Seller's or other Platform buyer's information for any purpose other than exploring or completing a potential Vehicle transaction. Buyer shall not contact or attempt to contact any Seller through or outside the Platform unless and until an Acceptance for the applicable Vehicle has been reached.

6.3. Understanding, Severability, Headings. By using the Platform, Buyer acknowledges and agrees that Buyer understands these Terms and Conditions. If any provision in these Terms and Conditions is determined to be legally unenforceable, the Parties agree that the unenforceable provision will be severed, and the remaining provisions will remain in full force and effect. The headings used in these Terms and Conditions are used for convenience only and are not to be considered in construing or interpreting these Terms and Conditions.

6.4. Force Majeure. RevX's obligations under the Platform Rules shall be suspended during the period, and to the extent, RevX determines that it is prevented or hindered from complying with such obligations by any cause beyond RevX's reasonable control, including but not limited to strikes, supply chain disruptions, pandemics, political unrest, financial distress, war, civil disorder, terrorism, and natural disasters.

6.5. Non-Waiver. No failure or delay by RevX in exercising any right under the Platform Rules constitutes a waiver of that right, unless expressly waived in writing.

6.6. Assignment. Buyer may not assign any right or obligation under the Platform Rules without RevX's prior written consent. The Platform Rules are binding upon and inure to the benefit of Buyer and RevX and their respective heirs, executors, administrators, successors, and permitted assigns.

RevX Buyer Platform Policies (September 17, 2026):

- RevX' Default Charge (as defined in the Terms and Conditions) is \$750.
- Buyer must complete all Seller Purchase Documents and pay Seller in full for each transaction (in immediately available funds, or other payment or financing terms agreed upon in writing by Seller) within three calendar days of any Acceptance.
- Seller must complete all Seller Purchase Documents within three calendar days of any Acceptance.
- RevX may update these Policies at any time (as provided in the Terms and Conditions).