

Terms and conditions – RallyTrading.com

Introduction

Welcome to RallyTrading. By using the services on the RallyTrading websites (RallyTrading.com and other related websites where this agreement appears) (the "Sites"), you are agreeing to the following terms, including those available by hyperlink, (the "Agreement" or "User Agreement") with GIMAFT B.V. and the general principles for the websites of our subsidiaries and international affiliates.

Before you may become a member of RallyTrading, you must read and accept all of the terms and conditions in, and linked to, this User Agreement and the Privacy Policy. The agreement that applies on any of our domains and subdomains is always the agreement that appears in the footer of each website.

This Agreement is effective on March 23rd, 2008, for current users, and upon acceptance for new users.

Fees and services

Joining RallyTrading and bidding on listed items is free until further notice.

Content License

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

Liability

You will not hold RallyTrading responsible for other users' actions or inactions, including things they post. The Sites are a venue to allow anyone to offer, sell, and buy just about anything Rally related, at anytime, from anywhere. We are not involved in the actual transaction between buyers and sellers. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction.

Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and

damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Access and Interference

The Sites contains robot exclusion headers. Much of the information on the Sites is updated on a real-time basis and is proprietary or is licensed to RallyTrading by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Sites for any purpose without our express written permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from the Sites without the prior expressed written permission of RallyTrading and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the Sites or any activities conducted on the Sites; or
- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Sites.

Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the RallyTrading Privacy Policy. We view protection of users' privacy as a very important community principle. We store and process your information on computers located in Europe that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account. We use third parties to verify and certify our privacy principles. If you object to your Information being transferred or used in this way please do not use our services.

Indemnity

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Resolution of Disputes

If a dispute arises between you and RallyTrading, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and RallyTrading agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by sending an email to the feedback@rallytrading.com email address. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

- Law and Forum for Disputes - This Agreement shall be governed in all respects by the laws of the Netherlands as they apply to agreements entered into and to be performed entirely within the Netherlands between Dutch residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against RallyTrading must be resolved by a court located in the Netherlands except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within the Netherlands for the purpose of litigating all such claims or disputes.
- Arbitration Option - For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- Improperly Filed Claims - All claims you bring against RallyTrading must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, RallyTrading may recover attorneys' fees and costs up to \$1000,

provided that RallyTrading has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

Using RallyTrading

While using the Sites, you will not:

- post content or items in an inappropriate category or areas on the Sites;
- violate any laws, third party rights, or our policies such as the Prohibited and Restricted Items policies;
- use the Sites if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from our Sites;
- manipulate the price of any item or interfere with other user's listings;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- distribute or post spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm RallyTrading, or the interests or property of RallyTrading users;
- copy, modify, or distribute content from the Sites and RallyTrading's copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent.

Abusing RallyTrading

Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our website, delay or remove hosted content, and take technical and legal steps to keep users off the Sites if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

General Info

RallyTrading.com is owned by Gimaft B.V. situated in Amsterdam, The Netherlands, Europe.