

TERMS & CONDITIONS

1. TERMS

1. The following terms and conditions (“Terms”) apply to all services provided by The Online Classic Car Auction Ltd registered in England (company number 14376216) whose registered office is at 1a Coppock Close, Battersea, London, United Kingdom, SW11 2LE (“TOCCA”, “we” and “us”) comprising any one or more of

(i) our online classic car auction platform (“Platform”) accessible through our website and mobile app and (ii) any of the additional services (“Ancillary Services”) described in these Terms or as otherwise made available from time to time by us to users of the Platform (collectively the “Services”).

1.2. By using the Platform and/or engaging any of the Services you accept and agree to these Terms.

1.3. If you do not agree with and accept these Terms then you should stop using the Platform and/or engaging any of the Services immediately.

1.4. We may amend these Terms from time to time by posting an updated version of them on the Platform. The updated version will become effective on being posted on the Platform. Every time you wish to use the Platform please check these Terms to ensure you understand the terms that apply at that time. Your continued use of the Platform

and/or Services following any amendments to the Terms will constitute your acceptance of the Terms as amended.

2. DEFINITIONS

2.1. In these Terms unless otherwise expressly stated the following words and expressions shall have the following meaning:

a) “Ancillary Services” means any additional services offered to Sellers and/or Buyers by TOCCA from time to time in connection with the selling and buying of Vehicles through the Platform including (but not limited to) those services detailed in clause 12

b) “Ancillary Service Charges” means any charges owed by a Seller or a Buyer to TOCCA in respect of the provision of any Ancillary Services

c) “Auction” means an online auction conducted through the Platform in respect of which a Vehicle is listed for sale

d) “Auction Listing” means a listing offering a Vehicle for sale by Auction on the Platform

e) “Bid Amount” means the amount of the highest bid for an Auction Listing

f) “business day” means a day other than a Saturday, Sunday or any other day which is a public holiday or a bank holiday in England July 2023

g) “Buyer” means a person who registers with us and is accepted to submit bids and or make offers for the purchase of a Vehicle the subject of an Auction Listing and/or Buy it

Now Listing h) “Buyer Admin Fee” means with respect to an Auction Listing or Buy it Now Listing in respect of which a Buyer is the Winning Bidder or Winning Offeror (as

applicable) [2.5%] of the Bid Amount or Offered Amount of each Vehicle sold through an Auction Listing or Buy it Now Listing and [2.5]% of the sale price of any Vehicle sold by private treaty sale conducted by TOCCA payable by a Buyer to TOCCA

i) "Buy it Now Listing" means a Listing offering a Vehicle for immediate sale by way of the process known as 'Buy it Now' which involves you clicking the button called 'Buy it Now' when offering to purchase a Vehicle immediately

j) "Commission" means the commission payable to TOCCA by a Seller as calculated in accordance with clause 10.3

k) "Listing" means any Vehicle listed for sale on the Platform as an Auction Listing and/or a Buy it Now Listing

l) "Listing Fee" means with respect to an Auction Listing or Buy it Now Listing the fixed fee payable to TOCCA for the publishing of such Listing on the Platform as notified on the Platform from time to time

m) "Offered Amount" refers to the amount offered by a Buyer and accepted by a Seller in a Buy it Now Listing

n) "Sale Date" means the date on which a Buyer is a Winning Bidder or Winning Offeror

o) "Seller" means a person who registers with us and is accepted to list a Vehicle for sale through the Platform

p) "Seller Withdrawal Fee" has the meaning set out in clause 10.10

q) "Service" means any of the services offered by TOCCA to users of the Platform (including Auction Listings, Buy it Now Listings and Ancillary Services)

r) "Trade Seller" means a Seller who is not acting as a consumer and/or is selling as part of a trade or business s) "Total Purchase Cost" means

i) for an Auction Listing, the Bid Amount, Buyer Admin Fee, and any additional charges specified in the Auction Listing

ii) for a Buy

it Now Listing, the Offered Amount, Buyer Admin Fee, and any additional charges specified in the Buy it Now Listing

iii) for a private treaty sale, the agreed purchase price, Buyer Admin Fee and any additional charges specified in any applicable Listing July 2023 in each case less any deposit paid by the Buyer o) "Winning Bidder" means a Buyer who has the highest bid

for an Auction Listing at the conclusion of an Auction for that Auction Listing p) "Winning Offeror" mean a Buyer whose offer for Buy it Now Listing has been accepted

q) "Vehicle" means any motor vehicle listed on the Platform pursuant to a Listing r) "you" means a Buyer, Seller or any other person registering for or using the Platform and/or any Services 3. THE PLATFORM

3.1. The Platform is a marketplace that allows you to browse, list, offer for sale, sell, bid on and purchase Vehicles.

3.2. The Platform is owned, operated and maintained by or on behalf of TOCCA.

3.3. Unless otherwise specifically stated in any Listing we do not have possession of any Vehicle listed or sold through the Platform and are not party to or in any way involved in the actual transaction between any Buyer and Seller.

3.4. We do not act as the Seller's agent. While we may provide pricing, listing and other guidance in the course of the Services, such guidance is solely informational, and you may decide to follow it or not.

3.5. We have no control over and do not guarantee the existence, quality, safety or legality of any Vehicles listed on the Platform; the truth or accuracy of any Listings or any users' comments or feedback; the ability of Sellers to sell Vehicles; the ability of Buyers to pay for Vehicles; or that a Buyer or Seller will actually complete a transaction with respect to any particular Vehicle.

3.6. We reserve the right to update and make changes to the Platform from time to time without notice, which may include adding or removing features, or suspending the provision of the Platform when required to carry out such changes or routine maintenance and TOCCA shall have no liability to you arising from any such changes.

4. USE OF THE PLATFORM

4.1. We may immediately block, suspend or terminate your access to and use of the Platform if you breach any of these Terms or we consider that your use of the Platform creates risk for us or any other user of the Platform.

4.2. You may only use the Platform for the purpose for which it is intended in accordance with these Terms and in particular (but without prejudice to the generality of the foregoing) you must not:

4.2.1. interfere or attempt to interfere with the proper working of the Platform or any sale of a Vehicle being conducted on or through the Platform (including July 2023 not manipulating the price of any Vehicle or interfering with any other user's Listing)

4.2.2. impose an unreasonable or disproportionately large load on the Platform

4.2.3. use the Platform in any way that would cause annoyance or inconvenience to any other users (including not distributing or posting spam or unsolicited or bulk electronic communications)

4.2.4. use a false e-mail address, identity or impersonate any other person or entity, or otherwise mislead as to the origin of a Listing or other content uploaded on the Platform

4.2.5. introduce into the Platform any computer virus or any other technology that may harm the Platform, TOCCA or the interests or property of any other user of the Platform

4.2.6. post false, inaccurate, misleading, defamatory or libellous content or use the Platform for unlawful purposes or in connection with any illegal activity

4.2.7. use any data mining or similar data gathering and extraction tools to systematically extract data from the Platform

4.2.8. infringe the copyright, trademark, database or other intellectual property rights that belong to or are licensed to TOCCA or belong to any third party

4.2.9. attempt to circumvent the cancellation by us of your account to use the Platform by opening a new account appearing to be a new or different user of the Platform.

4.3. You must be aged 18 years or over to use the Platform.

4.4. If you create or use an account on behalf of a business entity you warrant and represent to us

(i) that you are authorised to act on behalf of such business and bind the business to these Terms;

(ii) all trade accounts are owned and controlled by the business entity you represent; and

(iii) no agency, partnership or joint venture relationship is intended or created by these Terms.

4.5. If you are a Seller submitting a Listing on the Platform you represent and warrant to us that you are the legal owner of the Vehicle the subject of the Listing, and you are free to sell the Vehicle listed on the Platform with full title guarantee.

4.6. Save as otherwise provided in these Terms you will retain ownership in the content of any Listings submitted by you to the Platform but you grant us (a) a non-exclusive, perpetual, irrevocable, royalty-free licence to use, reproduce, publish, make available, translate and modify such content throughout the world (including the right to sublicense these rights to third parties through multiple tiers) and (b) the right to use the name that you submit in connection with such content.

4.7. We may use your Listings content, including any photographs you upload, for marketing and promotional purposes. To the fullest extent permitted under applicable July 2023 law, you waive your moral rights in such content and promise not to assert such rights or any other intellectual property rights you have in such content against us, our sublicensees or our assignees.

4.8. You agree to indemnify TOCCA against all and any claims brought by a third party against us arising out of or in connection with the content and material you supply us except to the extent that any liability arises solely from our failure to properly remove the content when notified of its unlawful or infringing nature by you or any third party.

4.9. In order to fully access and make use of the Platform you will need to register for your own user account, and you may also be required to have a valid payment method associated with your account, and provide up-to-date and accurate contact information, including your name, address, phone number and bank details. We may also require you to provide us with proof of your identity. You are responsible for ensuring that the details you provide us with are correct and up to date at all times, and for informing us of any changes to the information you have provided. Your obligations to us will not be reduced in the event that you do not. We are not responsible for any loss or damage (including misdirected emails or deliveries) which may occur because you did not provide us with complete or accurate information.

4.10. You must keep your account details for the Platform secure at all times. In particular:

4.10.1. You must not disclose your user name and password to anyone

4.10.2. You are not permitted to transfer your account to a third party, and/or enable third parties to access your user account using your login details

4.10.3. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by

applicable law you agree to accept responsibility for all activities that occur under your account or password

4.10.4. We are not responsible for (and you shall indemnify us against) any loss or damage which may occur resulting from unauthorised use of your account or password unless this is directly caused by any act by us or any of our employees or agents.

4.11. You may not close your account while you are the highest bidder on an Auction Listing or have made an offer in a Buy it Now Listing that remains open. You can request to close your account at most other times by emailing us at admin@theonlineclassiccarauciton.com. A request to close your account must be given to us in writing. We will only close your account if:

4.11.1. any Auction Listings in which you have bid has closed;

4.11.2. any Buy it Now Listings in which you made an offer has closed; and

4.11.3. we have received, in cleared funds, all amounts you owe us. July 2023

4.12. You have the right to close your account within fourteen 14 days of the commencement of the contract with us. Your contract with us begins when you first register for an account, agree to these Terms or begin using the Platform (whichever occurs first). This clause 4.12 does not apply to any contract of sale and purchase between a Buyer and Seller, which shall remain unaffected. To exercise your right to terminate your contract with us you must inform us of your decision in writing within 14 days of the commencement of your agreement with us.

5. MISUSE OF THE PLATFORM

5.1. In the event of any misuse by you of the Platform or other breach of these Terms we reserve the right in our sole discretion and without limiting any other remedies we may have, to:

5.1.1. limit, suspend, or terminate your user account(s) and access to the Platform and to suspend or terminate the provision of any Services (without notice), including:

5.1.2. to restrict or prohibit access to and your activities on the Platform

5.1.3. to cancel any bids made by you

5.1.4. to remove, demote or otherwise restrict the visibility of any Listings submitted by you

5.1.5. to remove or edit any content submitted by you to the Platform that breaches or circumvents any applicable laws, applicable contractual provisions, guidelines, policies or these Terms

5.1.6. charge you any applicable fees or commissions due under these Terms

5.1.7. invoice you for any costs incurred by us arising from dealing with any misuse or breach caused by you. 6. LISTING AND

SELLING TERMS

6.1. To list a Vehicle for an Auction Listing and/or a Buy it Now Listing you must first register the Vehicle with us. We will consider the proposed Vehicle and confirm with you if the Vehicle is accepted for listing on the Platform.

6.2. When you register a Vehicle with us:

6.2.1. You will provide us with such Vehicle information, including proof of your ownership of the Vehicle, history and confirmation that the vehicle is not subject to any outstanding finance or other charges over the Vehicle, as we may require

6.2.2. You will agree that if the sale of the Vehicle is concluded through the Platform in accordance with these Terms then you will transfer legal ownership to the Buyer with full title guarantee, free of all encumbrances.

6.3. You agree that: July 2023

6.3.1. You will ensure that the description of any Auction Listing and/or Buy it Now Listing submitted by you to the Platform is fair, accurate, honest and not misleading. You acknowledge that it is your responsibility as an advertiser to ensure that any Listing that you submit complies with the principles published by the Advertising Standards Authority from time to time

6.3.2. When compiling your Listing you must accurately describe the condition of the Vehicle and explain any defects or flaws with it. We may require you to amend any Listing if we consider that it may be potentially inaccurate or misleading

6.3.3. You may not include content within a Listing that you do not have the right to include (which could, for example, include material covered by someone else's copyright) unless you have the owner's permission

6.3.4. You agree that by making a Listing request as part of the Listing process, you authorise us to assist with drafting the Listing if we consider it necessary. Once a Listing

has been prepared you will be asked to confirm that the Listing (including the description of the Vehicle) is a complete and accurate

6.3.5. Where we assist in the preparation of a Listing you remain solely responsible for the factual accuracy, content and legality of it, and for any judgments or opinions expressed in the Listing, and for any error, misstatement or omission of information in the Listing, including any descriptions of the condition, authenticity and quality of the Vehicle

6.3.6. You agree that we are not responsible for inspecting any Vehicle or warranting the content of any Listing, and that you will not hold or attempt to hold us liable for any inaccuracy in a Listing.

6.4. Where, as part of any Listing, you provide photographs or illustrations of any Vehicle you shall ensure that such images fairly and accurately depict the exact Vehicle being listed, and are not misleading as to the Vehicle or its condition. You will ensure that you have the right to use such images in connection with the Listing and for such images to be displayed on the Platform without infringing the intellectual property rights of any third party, and where the images have not been taken or created by you then you have the owner's permission to use such images for such purpose.

6.5. Where, as part of any Ancillary Services, we agree to provide any photographs and/or illustrations of a Vehicle ("Images") listed for sale through the Platform, you hereby consent to the creation of such photographs and/or illustrations and agree that:

6.5.1. Such Images are for identification purposes only and that they may not show the true condition and precise colour of the Vehicle (which may be inaccurately reproduced)

6.5.2. You will use the Images solely for the Listing of the Vehicle on the Platform July 2023

6.5.3. Such Images may include copyrighted, trade marked and other proprietary markings identifying them as belonging to TOCCA

6.5.4. You agree not to remove any copyright, proprietary or identification markings from the Images

6.6. We do not give any warranty or representation as to the anticipated or likely selling price of any Vehicle on the Platform. Any estimated selling price is given as a guide only and may not be relied on as indicating the true worth of the Vehicle or as an indication of the actual selling price.

6.7. Listings must only be for Vehicles that have been registered with us and approved in advance for Listing. Listings for duplicate, inappropriate or unapproved vehicles will be deleted.

6.8. While we try to make sure that the Platform is accurate, up-to-date and free from bugs, we cannot promise that it will be. We cannot promise that the Platform will be fit or suitable for any particular purpose, nor do we promise uninterrupted use by you or others of the Platform. We do not warrant the accuracy of information on the Platform, nor are we responsible for any errors or omissions.

6.9. The duration of an Auction may vary and we do not guarantee an exact duration. We have the right to extend an Auction for an additional [5] minutes if in our absolute discretion we consider it to be in the best interests of Buyers and the Seller if bids are received during the period of 2 minutes before an Auction is due to close. If an Auction

is extended by us then all bids remain open until the Auction is closed. We may extend an Auction more than once.

6.10. We may, in our absolute discretion, close a Listing before the time period specified on the Platform for any reason.

6.11. Once a Vehicle is listed for sale on the Platform you agree not to offer the Vehicle for sale or sell the Vehicle in any other manner until the Listing for the Vehicle expires at the end of an Auction or any extension period agreed pursuant to clause 6.12 or the Listing is withdrawn in accordance with clause

10.10. If you are in breach of this clause 6.11 you agree to pay the Seller Withdrawal Fee.

6.12. Where at the conclusion of an Auction there has been no winning bid for an Auction Listing and no offer has been accepted pursuant to a Buy it Now Listing, we may agree with the Seller to provide a continued selling service for further period during which we will seek to sell the Vehicle by private treaty sale.

6.13. You must not engage in any action with a user on the Platform designed to complete or facilitate the sale of a Vehicle outside of the Platform. If you breach this term we reserve the right to cancel or suspend your access to the Platform and /or charge you Commission on the sale of a Vehicle even if the sale is finalised or payment is made outside of the Platform.

6.14. If you are a Seller then you shall not bid on your own Vehicle in the course of any Auction. We consider this to be an abuse of the Platform and we reserve the right to

July 2023 cancel or suspend your access to the Platform if we consider that you have engaged in this practice either alone or in connection with any other party.

6.15. If, as a Seller, we provide you with information about another user, you will use that the information only for the purposes that it is provided to you for and you will not disclose or distribute such personal data to any third party or use it for any other purpose whatsoever.

7. BIDDING AND BUYING TERMS

7.1. When bidding on, offering on or buying a Vehicle through the Platform, you agree to the following terms:

7.1.1. You will read the full Vehicle description carefully before you make a bid, make an offer or otherwise commit to buying a Vehicle

7.1.2. All Vehicles sold through the Platform are sold on an “As Is” basis. It is your responsibility to independently determine the ownership, condition, authenticity and quality of the Vehicle and ensure that the Vehicle is free of any finance. You should not rely solely on the Listing of the Vehicle

7.1.3. We do not independently verify any information contained in a Listing or the ownership, condition, authenticity or quality of a Vehicle, or whether a Vehicle is subject to any outstanding hire purchase, lease or other finance. Any information provide about a Vehicle on the Platform is general information provided by the Seller. You are recommended to arrange an inspection of any Vehicle you wish to bid on or make an offer for before you submit your bid or offer. We are not liable for any misdescription of

any Vehicle that is the subject of a Listing or for any damage, mechanical issues or imperfections that have not be identified in a Listing

7.1.4. Any guide price is given as an indication only and may not be relied on as indicating the true worth of a Vehicle or as an indication of the actual selling price

7.1.5. When you are the Winning Bidder or Winning Offeror (or your bid/offer is otherwise accepted) you enter into a legally binding contract to purchase a Vehicle with the Seller. You must pay the Seller the Bid Amount or Offered Amount, our Buyer Admin Fee and any other applicable charges in pounds sterling unless otherwise stated in the Listing

7.1.6. You agree that if you are the Winning Bidder or Winning Offeror of more than one Auction Listing or Buy it Now Listing, you will purchase each and every Vehicle even if they're the same or similar

7.1.7. If you are notified through the Platform that you are the Winning Bidder of an Auction Listing or Winning Offeror of a Buy it Now Listing you will pay the Total Purchase Cost in accordance with clause 10.7.

7.2. The Seller may set a minimum reserve price on a Vehicle on an Auction Listing and/ or Buy it Now Listing. This reserve price may be specifically stated or it may be July 2023 hidden (and therefore bidders/offerors will not be made aware of the exact reserve price).

7.2.1. The Seller and/or we (on behalf of the Seller) may amend or change the reserve price at any time.

7.2.2. If your bid or offer is lower than the reserve price you may be notified that the Reserve has not been met.

7.2.3. A bid may be accepted by the Platform as a valid bid, even if the reserve has not been.

7.2.4. We are entitled to accept bids below the reserve price provided that the Bid or Offered Amount for the purpose of calculating the funds due to the Seller shall be deemed to be the reserve price.

7.2.5. If the reserve price has not been met at the end of the Auction Listing and/ or Buy it Now Listing, we reserve the right to contact the highest bidder or offeror below the reserve price to negotiate a private treaty sale.

8. PRIVATE TREATY SALES

8.1. If you make a bid for or offer on a Vehicle you agree that we may contact you in order to negotiate or further discuss your bid/offer and your increasing your bid/offer. For the avoidance of doubt, a private treaty sale is not a 'stand-alone' sales method since it may only be available following an unsuccessful Auction.

8.1.1. We may contact you before, during or after an Auction Listing or Buy it Now Listing period ends (a "private treaty sale")

8.1.2. Any other bid(s) or offer(s) for the Vehicle may be made concurrently by other interested parties during the Auction Listing or Buy it Now Listing period and we may negotiate each bid or offer individually

8.1.3. We are not bound to negotiate exclusively with only one interested party at any one time

8.1.4. The Seller ultimately decides whether to sell a Vehicle by way of a private treaty sale

8.1.5. You agree that if you confirm a final bid/offer in the course of private treaty sale negotiations, it can be accepted by the Seller as a valid bid/offer, and you will enter into a legally binding contract with the Seller on acceptance of the said bid/offer by the Seller

9. VEHICLE COLLECTION AND DELIVERY

9.1. Cleared funds must be received into our escrow account held with Lloyds Bank before a Vehicle purchased in an Auction Listing or a Buy it Now Listing will be released for delivery or collection.

9.2. The Buyer is responsible for the cost and logistics of collecting a Vehicle from the Seller following conclusion of a sale. The Buyer and Seller agree to allow us to share July 2023 their contact details for such purpose. The Seller and Buyer agree to each give us written notice of successful delivery or collection of the Vehicle.

9.3. Title to and risk in a Vehicle shall pass from the Seller to the Buyer as follows: (a) if the Buyer is a consumer, at the time the Buyer or their agent (including a transport contractor) comes into physical possession of the Vehicle and (b) in all other circumstances, at the point in time we receive the agreed Bid or Offered Amount in cleared funds from the Buyer in our escrow account.

9.4. The Seller agrees to store the Vehicle in a safe location and ensure the Vehicle is kept in the same condition as described in the Listing, until title to and risk in the Vehicle pass to the Buyer.

9.5. If the Buyer does not collect the Vehicle within 5 (five) days of the Sale Date, the Seller, shall be permitted to charge the Buyer a £10 per day storage charge from the 5th (fifth) day following the Sale Date.

9.6. Buyers agree that we have no liability whatsoever for damage to Vehicles purchased and collected directly from the Seller whilst they are in the care, custody or control of the Seller. The Seller remains liable for all risks in the Vehicle until collection takes place.

9.7. If the Buyer does not collect or take delivery of the Vehicle within 14 (fourteen) days of the Sale Date, then the Buyer authorizes us to retain the deposit paid under clause 10.4 as a cancellation fee and after a further 7 (seven) days' notice to the Buyer the Seller may (a) cancel the sale contract with the Buyer with immediate effect and sell the Vehicle to another buyer or withdraw the Vehicle from sale, in which case we will refund any part of the Total Purchase Cost received from the Buyer (other than the deposit) to the Buyer less an amount equal to

(i) the Commission that would have been payable to us had the Sale concluded,

(ii) the Buyer Admin Fee and

(iii) any Seller storage charges, or (b) enforce the Seller's rights under the sale contract, in which case we will retain any part of the Total Purchase Cost received from the Buyer (other than the deposit) in our escrow account and pay such money to the Seller or the

Buyer as determined in any relevant court proceedings or as per any settlement reached between the Seller and the Buyer.

9.8. If the Buyer has made payment of the Bid or Offered Amount into our escrow account in cleared funds on or before 5 (five) days of the Sale Date, and is then unable to take delivery of or collect the Vehicle during the period of 14 (fourteen) days of the Sale Date as a consequence of any act or omission solely of the Seller evidenced to our satisfaction, then after a further 7 (seven) days' notice to the Seller the Buyer shall be entitled to (a) terminate the sale contract with the Seller with immediate effect, in which case we will refund the proceeds of the sale to the Buyer and shall be entitled to charge the Seller an amount equal to the Commission that would have been payable to us had the Sale concluded and the Buyer Admin Fee, which amounts will be immediately due and payable to us by the Seller, or (b) enforce the Buyer's rights under the sale contract, in which case we will retain any part of the Total Purchase Cost received from the Buyer in our escrow account and pay such money to the Buyer or the Seller as determined in any relevant court proceedings or as per any settlement reached between the Seller and the Buyer.

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10. COMMISSION AND FEES

10.1. Sellers shall pay TOCCA a Listing Fee (exclusive of VAT) in respect of each Auction Listing or Buy it Now Listing published on the Platform. The Listing Fee shall be as notified on the Platform from time to time. TOCCA may in its absolute discretion waive any Listing Fee. TOCCA can amend the Listing Fee from time to time by posting an update on the Platform. Any change to the Listing Fee will only take effect for

Listings submitted after the change to the Listing Fee has been published on the Platform.

10.2. Buyers shall pay TOCCA a Buyer Admin Fee (exclusive of VAT) with respect to any Auction Listing or Buy it Now Listing in respect of which the Buyer is the Winning Bidder or Winning Offeror (as applicable) or any private treaty sale conducted by TOCCA in which the Buyer is the successful buyer.

10.3. TOCCA shall charge Sellers a Commission (exclusive of VAT) of [2.5]% of the Bid Amount or Offered Amount of each Vehicle sold through an Auction Listing, Buy it Now Listing or private treaty sale conducted

by us which shall be deductible from the Bid Amount or Offered Amount.

10.4. Before a Buyer can submit a bid or offer respect of each Auction Listing or Buy it Now Listing (as applicable) they must register their ID with TOCCA to comply with our anti-money laundering processes. In addition, the Buyer must register a valid credit or debit card to its account on the Platform which will be pre-authorized for a non-refundable deposit of £500 at the time that any bid or offer is submitted through the Platform. If the Buyer is the Winning Bidder or Winning Offeror then we will immediately charge £500 to such debit or credit card as a non-refundable deposit. This deposit will be set first against the Buyer Admin Fee and otherwise against the Bid Amount or Offered Amount. It is a Buyer's responsibility to ensure there are sufficient funds available on their payment card. If any payment is declined, their sale contract may be immediately cancelled by the Seller.

10.5. All fees (including but not limited to Listing Fees, Commission and Buyer Admin Fees) are non-refundable. Your legal rights as a consumer are not affected by this provision.

10.6. All Listing Fees, Commission and Buyer Admin Fees and other charges are exclusive of VAT, which shall be payable in addition at the applicable rate.

10.7. Once a sale contract is created between a Seller and a Buyer we will notify the Buyer that is the Winning Bidder or Winning Offeror of this by email, together with an invoice on behalf of the Seller. The Buyer shall pay the balance of the Total Purchase Cost for the Vehicle (less the deposit taken under clause 10.4) within 5 days of the Sale Date to our escrow account. Cleared funds must be received into our escrow account before the Seller will make the Vehicle available for delivery/collection. Time will be of the essence for these purposes.

10.8. If a sale in which you are the Winning Bidder or Winning Offeror does not complete and the Seller withdraws their Vehicle from an agreed sale, or the Seller fails to complete the sale of the Vehicle within the timeframe agreed with the Buyer for any reason other than the default of the Buyer, any deposit paid will be refunded to you. July 2023

10.9. Once a Vehicle has been delivered to or collected by the Buyer the Seller authorizes us to pay the Bid Amount or Offered Amount to the bank account of the Seller previously notified to us after deducting the Commission and any Listing Fees outstanding by the Seller.

10.10. If as a Seller, you withdraw a Vehicle from an agreed sale at any time, or you fail to complete the sale of the Vehicle within the timeframe required under these Terms, you agree to pay to TOCCA a Seller Withdrawal Fee. The “Seller Withdrawal Fee” shall be equal to

(i) 10% of the reserve price of the Vehicle or where is no reserve price for the Vehicle then

(ii) where the expected sale price is below £10,000 then the Seller Withdrawal Fee is £500 otherwise

(iii) where the expected sale price is £10,000 or above then the Seller withdrawal Fee is 10% of that figure. In the event that there is any dispute over the expected sale price of a Vehicle for the purposes of this clause TOCCA shall commission an independent valuer to determine the “expected sale price” of a Vehicle on the basis that it is sold at auction, which shall be final and binding on the parties..

10.11. If a Buyer fails to pay the full balance of the Total Purchase Cost into our escrow account within 5 days of the Sale Date the Buyer authorizes us to retain the deposit paid under clause 10.4 as a cancellation fee and the Seller shall be entitled after giving notice to the Buyer to (a) cancel the sale contract with the Buyer with immediate effect and sell the Vehicle to another buyer or withdraw the Vehicle from sale, in which case we will refund any part of the Total Purchase Cost received from the Buyer to the Buyer less an amount equal to

(i) the Commission that would have been payable to us had the Sale concluded,

(ii) the Buyer Admin Fee and

(iii) any Seller storage charges, or (b) enforce the Seller's rights under the sale contract, in which case we will retain any part of the Total Purchase Cost received from the Buyer (other than the deposit) in our escrow account and pay such money to the Seller or the Buyer as determined in any relevant court proceedings or as per any settlement reached between the Seller and the Buyer. The Seller acknowledges that TOCCA shall have no liability to the Seller in the event that a Buyer fails to pay on a timely basis any amount due to the Seller in respect of the sale of a Vehicle through the Platform.

11. VEHICLE RETURN

11.1. We are not the Seller of any Vehicle sold on the Platform and therefore any Vehicle bought through the Platform may not be returned to us directly for any reason. Should a Buyer have any right of return against a Seller they must submit any return request directly to the Seller.

11.2. Where a Seller is a Trade Seller, then a Buyer that purchases a Vehicle in their personal capacity from a Trade Seller may be entitled to return the Vehicle within 14 days from the day after the delivery and/or collection date. A Buyer exercising a right of return must not use the Vehicle once they notify the Trade Seller they wish to return the Vehicle and must keep the Vehicle in good condition from the day it was delivered/collected. A Buyer's right of return in these circumstances will be subject to the following conditions:

11.2.1. If you modify or alter the Vehicle from the original condition it was supplied in, the Trade Seller may not accept a return. July 2023

11.2.2. If the Vehicle has been involved in an accident or is damaged and the value has been reduced because the Vehicle is not in the same condition as at the time of delivery, reconditioning charges to repair the Vehicle will apply and the Trade Seller may not accept a return.

11.2.3. If the Vehicle has any charges or claims against it from any third parties the Seller may not accept the return.

11.3. If a Seller agrees to accept the return of a Vehicle you can return the Vehicle by driving it back to the supplying Trade Seller or arranging a collection at the discretion of the Trade Seller.

11.4. When returning a Vehicle you must return everything that was

included in the original purchase of the Vehicle including all keys, service history, owner's manuals, any

accessories, and any other documents or items supplied at delivery in relation to the Vehicle. 12. ANCILLARY

SERVICES

12.1. In addition to providing users with access to the Platform we may also offer additional services to

Sellers and Buyers either directly or through our affiliated businesses. These additional services ("Ancillary Services") may include:

12.1.1. A Vehicle listing service to include Vehicle photography and copywriting

12.1.2. A Vehicle sale preparation service to prepare, check and valet a Vehicle in preparation for sale through the Platform

12.1.3. A Vehicle storage service.

12.2. In consideration of TOCCA or its affiliated businesses providing any Ancillary Services they will charge the Ancillary Service Charges which will be notified to you at the time that any Ancillary Services are booked and may be published on the Platform from time to time. Ancillary Service Charges will normally be payable at the time that Ancillary Services are booked unless otherwise advised.

12.3. These Terms together with any additional terms and conditions connected with each Ancillary Service will apply to the provision of those Ancillary Services unless otherwise stated.

13. LIMITATION OF LIABILITY

13.1. TOCCA and its employees, officers and agents will not be responsible for:

13.1.1. losses that were not caused by any breach on our part, or

13.1.2. any loss (including loss of profits, opportunity, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or

13.1.3. any indirect or consequential losses that were not reasonably foreseeable to both you and us when any contract between us was formed.

13.2. If TOCCA is found to be liable to you for any breach of these Terms then our liability to you or to any related third party is limited to the amount of fees in dispute (not

to July 2023 exceed the total fees which you have paid to us in the 12 (twelve) months prior to the action giving rise to the liability).

13.3. You agree to hold TOCCA and its employees, officers and agents harmless from all costs, claims, liabilities and damages suffered as a result of any breach by you of these Terms. "Costs" shall include legal costs incur by TOCCA to defend itself from any third-party claims arising from such breach.

13.4. You agree that TOCCA has no liability for the accuracy of any Vehicle description on the Platform or for the condition, ownership, authenticity or quality of any Vehicle listed, or whether a Vehicle is subject to any outstanding hire purchase, lease or other finance.

13.5. To the fullest 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. 14. PRIVACY AND DATA PROTECTION

14.1. For information regarding the processing of personal data, please see our privacy policy, which you can find on the Platform.

14.2. Through the Platform and our Services we have access to personal data. This includes information that users submit to the Platform as well as information that is generated by the provision and processing of the Platform. We take the security of your personal data very seriously and will only use and process your personal data as set out in these Terms and in our privacy policy.

14.3. TOCCA acts as a data controller of any user personal data collected via the Platform. User personal data will be used solely for the purpose of operating, providing, and improving the Platform and our Services. We may contact you by email, telephone or text messages for marketing purposes if you expressly consent to such communications.

14.4. We only share information about users with third parties if this is necessary for the operation of the Platform and the provision of our Services, or if we are legally or contractually entitled to do so. When you list any Vehicle for sale through the Platform or bid or offer to buy a Vehicle on the Platform you expressly agree that we may share your contact information with the applicable Buyer or Seller.

15. GENERAL

15.1. We will generally communicate with you electronically in a variety of ways, such as by email, text or by posting messages or communications on the Platform. For contractual purposes, you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication. We accept no responsibility for any loss or damage incurred by you because you do not receive a notification or communication from us relating to our Services. Where under the Terms you are required to give notice to us then for legal purpose you may do so either by email to admin@theonlineclassiccarauction.com or by first class post to Online Classic Car Auction Ltd, 1a Coppock Close, Battersea, London, United Kingdom, SW11 2LE July 2023 unless mandatory applicable laws specifically require a different form of communication.

15.2. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms.

15.3. No Seller, Buyer or other user of the Platform and/or our Services shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms.

15.4. If any of these Terms are or later become illegal or unenforceable, the illegal or unenforceable part of those Terms are taken to be severed from these Terms, but all other terms remain in place.

15.5. The following clauses shall survive any termination of these Terms: 10. Commission and Fees, 13. Limitation of Liability, 14. Privacy and Data Protection and 15. General Provisions.

15.6. No one other than a party to these Terms has any right to enforce any of these Terms.

15.7. Nothing in these Terms is intended to or shall be deemed to establish any partnership or joint venture

between any of the parties. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15.8. Except as expressly provided in these Terms, rights and remedies provided under these Terms are in

addition to, and not exclusive of, any rights or remedies provided by law.

15.9. These Terms shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts with regard to any dispute arising from these Terms.

July 2023