



## Terms of Service

Effective May 28, 2020

The MAG Now Terms of Service supersede EBlock's when differences exist. Below you will find a link to the policies that are used for buying and selling with MAG Now. Your understanding of these policies will help you to approach doing business in the most effective and productive way possible. Additionally, by registering and choosing to do business with MAG Now, you have agreed to be familiar with and abide by the local rules and policies. Please read the full policies in the link below.

- Transportation
  - A \$50 transportation fee will apply to all sold units, paid by the buyer. This fee will get the car to the buyer's location if it is within 50 miles. If the buyer's location is greater than 50 miles away, this transportation fee will get the vehicle from the seller's location to the nearest MAG Now compound. From there, MAG Now and the buyer will arrange transportation.
  
- Arbitration
  - MAG Now policies follow very closely to NAAA and MAG (DAA Northwest and DAA Seattle) policies for online purchases. Areas to highlight are:
    - 2 business days to submit a claim, starting on the delivery date
    - Standard \$500 damage threshold applies
    - OBD II codes are provided and are the buyer's responsibility to understand
    - As-is units are subject to arbitration for the following reasons:
      - Odometer
      - Title
      - Branding and total loss
      - Structural damage
      - Undisclosed body and interior damage
      - Undisclosed defects over as-is dollar threshold
      - Major oversight or deception

### **MAG Now AS-IS Assurance Program (Buyers)**

The Assurance Program's purpose is to provide additional comfort and confidence to our AS-IS buyers shopping on MAG Now. We want the vehicle's condition report to tell you everything you need to know, but for those big items that remain uncertain, now you have the Assurance Program. If you opt in, you will have additional coverage on the mechanical components for all your AS-IS purchases. On MAG Now, AS-IS vehicles have always been eligible for arbitration based on undisclosed damages, but this program lowers the threshold to give you more coverage on AS-IS vehicles. These are still AS-IS vehicles and we expect there to be some issues on many of them. The intention of the Assurance Program is to give buyers coverage when there is a significant issue that does not qualify for arbitration, not to argue about oil leaks on a 200,000-mile truck. We want you to buy AS-IS vehicles with confidence on MAG Now. With the Assurance Program you can be confident that the vehicle you are bidding on will arrive in the condition described and that its mechanical components will be functional. If not, let us know and we will return the vehicle. The details of the plan are below.

- Buyers can opt in for all AS-IS purchases but cannot pick and choose which units to apply it to

- The Assurance Program fee and transport costs are not returned to the buyer if a vehicle is returned for a non-arbitrable reason. Acceptable non-arbitrable reasons are:
  - Undisclosed engine, transmission, transfer case and differential damage over \$500
- The assurance fee is refunded if the vehicle is returned for a normal arbitrable reason (see rules)
- Vehicles cannot be returned for any items listed on the vehicle’s condition report
- MAG Now must be notified of the intent to return within 3 days of receiving the vehicle
  - No more than 14 days from the purchase date
- The vehicle must be returned to a MAG Now location within 5 days of notification to return
- Pricing is based on the sale price of the vehicle

Sale Price Range		Assurance Fee
\$ -	\$ 1,999.00	\$ 50.00
\$ 2,000.00	\$ 4,999.00	\$ 75.00
\$ 5,000.00	\$ 9,999.00	\$ 100.00
\$ 10,000.00	and up	\$ 125.00

### **MAG Now AS-IS Zero Liability Program (Sellers)**

We want to provide our MAG Now sellers a way to consign AS-IS units with no risk of arbitration. Traditionally, that would just be an AS-IS unit. But in this format, buyers do not have the chance to touch and drive AS-IS units, so we allow for arbitration on AS-IS vehicles. With the Zero Liability Program, we will still arbitrate your AS-IS consignment, but we assume all of the liability and won’t call you if that trade you took in and don’t know anything about yourself ends up have a major problem that we couldn’t detect in our CR process. The details of the Zero Liability Program are below.

- Sellers can opt in for all AS-IS units consigned, but cannot pick and choose with to apply it to
- The seller will have no liability for returned vehicles outside of the following reasons:
  - Odometer
  - Title
  - Branding
- If a vehicle is returned for one the reasons listed above, the normal arbitration process applies
- If a vehicle is returned for any other reason the seller will have no liability
- Pricing is per vehicle sold: \$60
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- Fees
  - Buy and sell fees are the same as DAA Northwest
  - Capture fees are charged to sellers based on conversion rate
    - 0-39.9% = \$20 for all vehicles listed
    - 40-69.9% = \$10 for all vehicles listed
    - 70-100% = \$0 for all vehicles listed

For full description of terms visit <https://eblock.com/en-us/terms>

It is our goal to sell vehicles in a competitive bidding environment characterized by Integrity, Excellence, Professionalism and Fun. These values form the basis for all our practices, including our offer and arbitration policies.