

# Terms and Conditions

THIS TERMS OF SERVICE AGREEMENT (“AGREEMENT” OR “TERMS”) IS A LEGAL AGREEMENT BETWEEN YOU (“YOU”, “YOUR”, OR “CUSTOMER”) AND WEGOLOOK, LLC (“WEGOLOOK,” “WE,” “US,” “OUR,” ETC.), THE OWNER AND OPERATOR OF THE WWW.WEGOLOOK.COM WEBSITE (THE “SITE”) AND THE RELATED WEGOLOOK MOBILE APPLICATIONS (“MOBILE APPLICATIONS”). THIS AGREEMENT STATES THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE AND APPLICATION OF ALL SERVICES, FEATURES, AND RESOURCES AVAILABLE OR ENABLED VIA THE SITE AND/OR APPLICATIONS (COLLECTIVELY, WITH THE SITE AND MOBILE APPLICATIONS, THE “SERVICES”), AND YOUR PURCHASE OF GOODS OR SERVICES OF WEGOLOOK. BY ACCESSING AND USING ANY OF THE SERVICES, YOU ARE INDICATING THAT YOU ACCEPT, AND AGREE TO COMPLY WITH, THIS AGREEMENT.

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT PERMITTED TO, AND YOU MUST NOT, ACCESS OR USE THE SERVICES OR PURCHASE PRODUCTS OR SERVICES FROM WEGOLOOK.

**PLEASE BE ADVISED THAT THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN US ARE RESOLVED, WHICH INCLUDE A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER.**

**1. Use of Site.** WeGoLook, LLC may add to, change or remove any part of the Site or related Mobile Applications, including, without limitation, any Content, information, text, images, graphics, interfaces, audio and video clips and any other materials displayed through the Services (collectively, the “Content”) therein, at any time without prior notice to you.

## Use of Mobile Application and Services.

**2(a). Use of Mobile Application and Services.** The Terms of this Section shall apply to the User’s utilization of the WeGoLook Self Service Mobile Application iOS Application or WeGoLook Self Service Android Application. The consideration of which terms apply is contingent on the Mobile Application downloaded and utilized by the User at the time of access to WeGoLook Sites and Services. By way of example, if the User accesses the WeGoLook Services on an Android device the Android terms shall apply and if the User accesses the WeGoLook Services on an Apple device the iOS terms shall apply. For purposes of this section and to the extent applicable in this Agreement, together the iOS Application and Android Application shall be known as “Mobile Applications”.

**2(b). Incorporation of Related Apple Terms.** These Terms incorporate and supplement the Apple, Inc. (“Apple”) Terms and Conditions (available at <http://www.apple.com/legal/itunes/us/terms.html#service>), including without limitation the

Licensed Application End User Agreement therein (“Apple Terms”). In addition, these Terms also incorporate and supplement other terms, conditions, and policies of WeGoLook posted at <http://www.wegolook.com>, including without limitation these terms and conditions, the disclaimer, the privacy policy, and other policies, the location and terms of which may be changed from time-to-time.

Should any provisions in the terms, conditions, or other policies listed above conflict with these Terms, these Terms will control, solely to the extent such provisions apply to the Mobile Applications.

**2(b)(1). End-User License for Apple Application.** Subject to these Terms, WeGoLook grants the User a personal, non-exclusive, non-transferable, limited and revocable license to use the Mobile Applications for personal use only on an Apple iPhone, iPad, or iPod Touch (“iOS Device”) owned or controlled by User as permitted by the Usage Rules contained in the Apple Terms and in accordance with these Terms (“User License”). Any use of the iOS Device in any other manner, including, without limitation, resale, transfer, modification or distribution of the iOS Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the iOS Application is prohibited. This Agreement and User License also governs any updates to, or supplements or replacements for, the iOS Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

**2(c). Incorporation of Related Android Terms.**

These Terms incorporate and supplement the Google, Inc. Android (“Android”) Market Terms of Service (available at <http://www.google.com/mobile/android/market-tos>) and the Google Play Developer Distribution Agreement (available at <https://play.google.com/about/developer-distribution-agreement.html#showlanguages>), (“Android Terms”). In addition, these Terms also incorporate and supplement other terms, conditions, and policies of WeGoLook posted at <http://www.wegolook.com>, including without limitation these terms and conditions, the disclaimer, the privacy policy, and other policies, the location and terms of which may be changed from time-to-time.

Should any provisions in the terms, conditions, or other policies listed above conflict with these Terms, these Terms will control, solely to the extent such provisions apply to the Application.

**2(c)(1). End-User License for Android Application.** Subject to these Terms, WeGoLook grants the User a personal, non-exclusive, non-transferable, limited and revocable license to use the Mobile Applications for personal use only on an Android Device owned or controlled by User as permitted by the Usage Rules contained in the Android Terms and in accordance with these Terms (“User License”). Any use of the Android Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Android Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Android Application is prohibited. This Agreement and User License also governs any

updates to, or supplements or replacements for, the Android Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

**2(d). User Information.** Services and features, such as the Mobile Applications may use, maintain, or transmit User's personal information, including, without limitation, user names, passwords, proper names, email address, address, location, financial information (including Payment Method information), GPS location information, and information for and from third-party social-media accounts (collectively "User Information"). By acknowledging and agreeing to this Agreement, or by using the Mobile Applications, Site, or other Services, User consents to the transmission of User Information to WeGoLook, including its agents and third-party partners, and consents to WeGoLook, including its agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using User Information for Mobile Application functionality and for the purposes disclosed in one or more of the WeGoLook Policies identified in this Agreement.

Users are solely responsible for taking precautionary steps to protect User Information stored on the respective Mobile Applications, including without limitation password-protecting the respective Mobile Applications and employing Apple's or Android's remote-wipe feature. Unless attributable to WeGoLook's negligence or misconduct, users are also responsible for all payments and losses resulting from transactions and activities undertaken using the Mobile Applications registered in their names and agree to immediately notify WeGoLook of any suspected unauthorized transactions associated with the Services or any other breach of security.

WeGoLook may use location data from your mobile phone, metadata, and any other information contained in the photos or videos you submit.

**2(e). Prohibited Uses.** Users are prohibited from using the Site, Mobile Applications, and related Services in any way that:

1. Harasses, abuses, stalks, threatens, defames any person, or otherwise infringes or violates the rights of any person (including but not limited to rights of publicity or other proprietary rights);
2. Is unlawful, fraudulent, or deceptive;
3. Uses technology or other means to access unauthorized content or non-public spaces;
4. Uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public data;
5. Attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
6. Attempts to damage, disable, overburden, or impair WeGoLook servers or networks;
7. Attempts to gain unauthorized access to a WeGoLook computer network;

8. Attempts to gain unauthorized access to WeGoLook user accounts;
9. Encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
10. Violates these Terms in any manner; or
11. Fails to comply with applicable third-party terms and conditions or other third-party policies (collectively "Acceptable Use").

WeGoLook reserves the right, in its sole discretion, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to Content or use of the Mobile Applications or other Services that WeGoLook reasonably believes is or might be in violation of these Terms, but failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

**2(f). User-Generated Content.** The User may generate content, written or otherwise, while using the Services ("User-Generated Content"). User acknowledges and agrees that User-Generated Content may be used, reproduced, displayed, modified, deleted, added too, adapted, and published by WeGoLook (for example, in product marketing campaigns). User grants WeGoLook and its successors a worldwide; irrevocable; transferrable; sublicensable; fully-paid and royalty-free; and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, and prepare derivative works from the User-Generated Information. User further acknowledges and agrees that the User, and the User alone, is responsible for the development of User-Generated Content.

**2(g) Acceptable Use/Content Requirements.** Please keep the following in mind when submitting photos and videos through the Application:

1. To submit a photo or video, you must be at least 18 years of age;
2. You must be the copyright holder or have permission of the owner to submit the photo or video;
3. Only upload photos and/or documents that are related to the claim, transaction, etc. at issue;
4. Do not upload correspondence or time sensitive materials.
5. Unless advised to do so, do not upload photographs or documents related to an injury claim, such as medical records, medical bills, and/or injury photographs;
6. Submit photos or videos pertaining to damage at or as near to the time of the incident as possible;
7. If making submissions related to an insurance claim, WeGoLook is in no way responsible for coverage for any loss, and any information you submit regarding your insurance policy and the loss is subject to review and verification by your insurance company;

## Use of WeGoLook with Lookers

**3. No Offer.** Nothing on this Site or related Mobile Applications shall be construed as an offer or promise to make any WeGoLook® service or product or the services or products of any third party available to you. By acquiring the self-reported information you enter and allowing the entry of your order, neither WeGoLook nor associated third parties are attempting to sell services or products in any jurisdiction in which we or they are not authorized to do so.

**4. Right to Refuse Service or Cancel Order.** We are not obligated to accept any order or request for an inspection or other services. We reserve the right to refuse service, or to cancel any order for any reason at any time. If we cancel an order for any reason other than your breach of this agreement, we will refund any payment you made.

**5. Order Fulfillment.** We make every reasonable effort to issue your inspection report within the estimated timeframe quoted for your order, and most orders should be completed within that period. However, because our ability to do so is often dependent on a variety of factors such as, for example, order volume in the area, or difficulty in making arrangements to meet with a seller or other necessary party, we cannot guarantee that the inspection report will be completed and available to you within that time frame or within any specific time frame.

**6. Cancellation, Refund Policy.** If you cancel your order and notify us via telephone at (405) 795-5665, or toll free at (855) 265-5665, or via email to [customerservice@wegolook.com](mailto:customerservice@wegolook.com), before the inspector has started to travel to the inspection site, we will refund the amount you paid minus a \$25.00 cancellation fee. Once an inspector has claimed an assignment a \$45.00 cancellation fee applies. **Once an inspector has started to travel to the inspection site, however, there are no refunds.**

**7. No-Shows.** If the inspector arrives at the inspection site and the seller or other party who has agreed to meet us is not there or does not have the item or property available for the inspection, you will be charged a no-show fee equal to one-half of the total fee for the order.

**8. Use of subcontractors.** We may, without notice, delegate, assign, or subcontract the inspection service to any person, entity, agent, independent contractor, or subcontractor. WeGoLook's Looker® inspectors are independent contractors, subcontractors of WeGoLook, LLC.

**9. Authorized Communications.** No person other than the person who places the order shall be entitled to issue instructions or in any way communicate with WeGoLook regarding the order. In order to minimize the opportunity for miscommunication, you may not communicate directly, by any means, with your inspector ("Looker").

**10. Entry Upon Private Property.** If fulfillment of your order requires us to enter upon private property, YOU ARE SOLELY RESPONSIBLE FOR OBTAINING THE CONSENT AND PERMISSION OF ALL LEGALLY NECESSARY PARTIES (OWNER, TENANT, ETC.) AND PROVIDING CONFIRMATION THEREOF TO US. You hereby indemnify and hold us harmless for any claims, liabilities, judgments, costs, expenses, or losses of any kind whatsoever we might suffer in connection with entry upon private property at your request in fulfillment of your order. You agree to provide written documentation of ownership or other rights if we so request.

**11. No Warranty.** Our Looker® Inspectors work very hard to make sure that the information they report to you is accurate and complete. However, there is no warranty as to the information in the report you receive. In addition, because we typically do not take possession of the item or property we have no control over substitutions or changes that could possibly occur after the inspection is made. We provide no warranty for any alterations, changes in condition, or damages to the property being inspected that occur subsequent to the inspection. WeGoLook.com does not guarantee or warrant the condition or operation of any item or property upon delivery to you. You are also bound by the provisions of the Disclaimer found elsewhere on this website.

**12. Not Experts; No Authentication.** Every WeGoLook® Report and the information contained therein is based solely upon the lay observations and opinions of the individual or individuals who process your order and complete the report. You understand that the person or persons that perform the WeGoLook® service for you are not experts in any field, and neither possess nor apply any special or specific skill, knowledge, or expertise to their observations and report. Your personal observations and opinions might differ from those contained in your WeGoLook® Report. The photographs contained in your report may differ from photographs that would be taken by a professional photographer. We do not determine whether an item is authentic or fake. We do not perform appraisals or issue value opinions of any kind, and any such information contained in your WeGoLook® Report should be not be relied upon for any such purpose. Your Looker® may ask the seller to demonstrate that the item is in basic working order (if you ordered that service). Your Looker, however, is not an expert, and will not perform any diagnostic tests. Only the most basic functions which the seller chooses to demonstrate will be observed. For example, a high-end stereo receiver may have literally dozens of features and functions. Unless otherwise agreed by us in writing as a part of your order, we will not ask the seller to demonstrate each function or any specific feature.

**13. Scope of Order.** WeGoLook is under no obligation to report any facts, observations, information or events that are outside of the express scope of the order and which are not included in the services offered by us as described on this site or otherwise agreed to by us in writing.

**14. No Endorsement or Recommendation.** Nothing contained in a report that we issue, or what we might say to you, constitutes a recommendation to bid or purchase or not to bid or purchase, or an endorsement or recommendation of any kind whatsoever.

**15. Scope of Auto and Other Vehicle Inspection Services.** The type of information you will receive when you order an auto or other type of vehicle inspection report depends upon the type of inspection you request, and the types of inspections that we offer are listed and explained on this website. WeGoLook is under no obligation to provide any data or information in any form, report any facts, observations, or events that are outside of the express scope of the accepted order you place, or which are not included in the services offered by us as described on this website.

While it is possible that the person who performs your inspection might happen to be, or once have been, a certified automotive technician, you understand that the person that performs the inspection service for you may not be so certified, or ever have been, and may not be an expert in any field, and neither possesses nor applies any special or specific skill, knowledge, or expertise to his or her observations. The observations made and reported to you reflect the inspector's, or our, personal lay observations and opinions based upon the observations made by the inspector at the time the inspection was made, or by us when compiling the inspection report. The inspection will not be a safety inspection or a substitute for any safety, emissions, or other inspection required by law. The inspector will not perform and diagnostic tests that would be performed by an automotive or other technician or mechanic. We do not determine whether a vehicle or any portion thereof is authentic or fake. We do not appraise or provide advice on the value of any vehicle.

Our inspectors work very hard to make sure that the information they report to you is accurate and complete. However, there is no warranty as to the information in the report you receive. Sometimes inspectors make mistakes. Factors beyond our control, such as weather conditions, cleanliness of the vehicle, lighting conditions, whether the car is wet or dry, and others may reduce the accuracy of the inspection and the clarity of photos and videos. For example, such factors may cause the inspector to fail to detect repainting or body work issues. The inspector will not clean or disassemble the vehicle or take other steps to mitigate these factors. Unless you order our Custom Look, and request that the inspector look at the registration certificate, owner's manual, or any maintenance records that are made available to the inspector at the time of the inspection, and we accept your custom order request and agree to do so in writing, the inspector will not be required to do so. In addition, we have no control over substitutions or changes that could possibly occur after the inspection is made. We are not responsible for any alterations, changes in condition, or damages to the vehicle being inspected that occur subsequent to the inspection. WeGoLook.com does not guarantee or warranty the condition or operation of any vehicle upon delivery to you. The inspection report is also subject to the provisions of the Disclaimer found elsewhere on this website.

**16. Title and Liens.** WEGOLOOOK DOES NOT VERIFY, CHECK, CONFIRM, REPRESENT, WARRANT, OR GUARANTEE THAT THE SELLER OR PERSON IN POSSESSION AT THE TIME WE PERFORM THE



INSPECTION HAS LEGAL TITLE, OWNERSHIP, OR LEGAL POSSESSION OF THE ITEM OR PROPERTY INVOLVED. WE DO NOT CHECK FOR LIENS OR OTHER ENCUMBRANCES.

**17. Third Party Links.** This Site and related Mobile Applications might contain references or links to other websites owned or operated by third parties. These references and links do not constitute endorsements, advice, referrals, or recommendations by WeGoLook regarding such third party sites, products, or services. We reserve the right to disable any link to this Site and related Mobile Applications which has not been authorized by us. The WeGoLook Parties do not provide any warranty as to the accuracy, completeness, or usefulness of any such content, nor its merchantability or fitness for any particular purpose. You may choose to use or not use them at your sole discretion. You agree that WeGoLook is not responsible, and you shall indemnify and hold us harmless from and against any economic claims, actions, damages, losses, liabilities, costs, or expenses, of whatsoever kind or nature, including, without limitation, attorney's fees and costs of defense, arising out of your use of any third party website or purchase or use of any third party product or service.

**18. Pass-through Expenses.** Customer agrees to pay applicable reimbursable direct expenses incurred by inspectors as part of performing an inspection including but not limited to tolls, postage, and copy fees. Pass-through expenses shall be verified with a copy of a receipt from the inspector and billed at cost to Customer.

**19. Travel Fees.** A travel fee may be assessed in remote, hard to reach, or restricted access areas such as but not limited to Indian reservations, military bases, mountainous locations, islands, or locations with limited population densities. Approval for any such fees shall require Customer approval or the order can be cancelled.

**20. Multiple Trip Fees.** A multiple trip fee may be assessed in instances in which, due to onsite contact conflicts or no-shows, a return trip is required.

**21. Sales and Other Taxes.** You agree to pay all applicable sales, use, excise, or other taxes applicable to your order.

**22. User Name and Password.** You are solely responsible for your user name and password and maintaining the security thereof, and WeGoLook is not responsible for any economic claims, actions, damages, losses, liabilities, costs, or expenses you suffer by reason of unauthorized use of your password by others.

**23. Use of Self-Reported Information.** If you choose to enter any self-reported information, personal or otherwise, on this Site and related Mobile Applications or on any other site referenced on our website or linked thereto, you thereby authorize us, and our affiliates, service providers, agents, assignees, and other third parties to use that information for lawful



purposes as prescribed in our Privacy Policy and to forward that information to third parties and call centers who may retain and use that information. You also thereby consent and authorize us and any such third party to contact you by telephone, email, text message, mail, or otherwise. If you desire not to be contacted do not enter such information.

**24. Proprietary Rights.** Everything on this Site and related Mobile Applications, including but not limited to all of its content, data, text, graphics, sounds, videos, and logos is protected by trademark, service mark, copyright, patent, trade secret, or by other law, and is the property of WeGoLook, LLC or other parties. Nothing herein shall be construed to create rights of any kind in any third parties. You may use the Site and related Mobile Applications to learn about, evaluate, or purchase WeGoLook® services or products. You may not use our Site and related Mobile Applications for any other commercial purpose. You shall not reverse engineer WeGoLook's Site and related Mobile Applications or any portion thereof, or the programming code connected therewith, or assist others in doing so.

**25. Prohibited Use of Site.** You shall not post or transmit anything on this Site and related Mobile Applications which violates any applicable law or regulation, or creates any criminal or civil liability of any kind whatsoever including but not limited to any obscene, pornographic, libelous, slanderous, defamatory statements, information, or other illegal materials. You agree to use WeGoLook.com and related Mobile Applications only for lawful purposes. We may disclose any content or electronic communication of any kind: (i) to satisfy any law, regulation or government request; (ii) if such disclosure is necessary or appropriate to operate the site; or (iii) to protect the rights or property of any of the WeGoLook Parties, its users or service providers. We reserve the right, but do not have the obligation, to monitor your use of this Site and related Mobile Applications and to restrict or terminate your use of the Site and related Mobile Applications or modify or remove any information found on the Site and related Mobile Applications for any reason whatsoever in our sole discretion.

**26. User Name and Password.** You are solely responsible for your user name and password and maintaining the security thereof, and WeGoLook® is not responsible for any claims, damages, or losses you suffer by reason of unauthorized use of your password by others.

**27. Feedback, Grant of License.** If you send feedback to us (comments, questions, documents, suggestions, etc.) you thereby grant us the absolute perpetual and non-revocable right and license, without compensation, royalty, or attribution, to use such feedback in any manner desired by us, including but not limited to modifying, publishing, distributing, exploiting and/or using such feedback in the development, manufacturing, and marketing of new products and services.

## WARRANTIES AND DISCLAIMERS

**28. WARRANTY DISCLAIMER.** THIS SITE AND RELATED MOBILE APPLICATIONS, AND EVERYTHING ON IT OR ACCESSIBLE THROUGH IT, INCLUDING OTHER SITES ACCESSIBLE THROUGH THIS SITE AND RELATED MOBILE APPLICATIONS, AND THE SERVICES PROVIDED BY WEGOLOOK, LLC, ARE PROVIDED STRICTLY ON AN AS-IS AND AS-AVAILABLE BASIS. WEGOLOOK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, OF TITLE TO GOODS OR PROPERTY, THE INFORMATION, CONTENT, MATERIALS, SERVICES, OR PRODUCTS AVAILABLE ON OR ACCESSIBLE THROUGH THE SITE AND RELATED MOBILE APPLICATIONS, THAT ACCESS TO OR OPERATION OF THE SITE AND RELATED MOBILE APPLICATIONS WILL BE UNINTERRUPTED OR FREE OF DEFECTS OR ERRORS, OR AS TO THE RELIABILITY, ACCURACY, OR CURRENCY OF ANY INFORMATION ON THIS SITE AND RELATED MOBILE APPLICATIONS OR ANY THIRD PARTY SITE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WEGOLOOK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT USE OF THIS SITE AND RELATED MOBILE APPLICATIONS IS AT YOUR OWN RISK. WEGOLOOK IS RESPONSIBLE ONLY FOR WHAT WE DIRECTLY PROVIDE TO YOU, AND ONLY TO THE EXTENT PROVIDED IN THESE TERMS AND CONDITIONS. WE ARE NOT RESPONSIBLE FOR AND DO NOT MAKE REPRESENTATIONS OR PROVIDE WARRANTIES OF ANY KIND FOR ANY GOODS, SERVICES, OR ANYTHING ELSE PROVIDED TO YOU BY OTHERS THAT YOU REACH VIA OUR WEBSITE, INCLUDING BUT NOT LIMITED TO AUTOMOBILE INSPECTIONS, LLC, EBAY, PAYPAL, OR ANY OTHERS. THIS PROVISION SHALL BE ENFORCED TO THE GREATEST EXTENT ALLOWED BY LAW.

**29. OUR MAXIMUM LIABILITY; EXCLUSION AND LIMITATION OF LIABILITY.** THE MAXIMUM LIABILITY IN THE AGGREGATE OF WEGOLOOK, LLC, ITS OWNERS, OFFICERS, EMPLOYEES, MEMBERS, STOCKHOLDERS, PARTNERS, DIRECTORS, MANAGERS, AGENTS, SUBCONTRACTORS, AFFILIATES, SUCCESSIONS, ASSIGNS, THIRD PARTY CONTENT PROVIDERS, MERCHANTS, SPONSORS, LICENSORS, OR THE LIKE (HEREINAFTER, THE "WEGOLOOK PARTIES," WHICH SHALL REFER TO ANY ONE, MORE, AND ALL OF THEM) TO YOU OR ANY OF YOUR FAMILY MEMBERS OR PASSENGERS IN ANY VEHICLE FOR ANY and all claims, actions, damages, losses, liabilities, costs, or expenses, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE WEBSITE OR ANY SERVICES PROVIDED BY US, INCLUDING THE MOBILE APPLICATIONS, SHALL BE THE AMOUNT OF THE INSPECTION FEE PAID BY YOU TO WEGOLOOK OR \$100. NONE OF THE WEGOLOOK PARTIES SHALL BE LIABLE UNDER ANY CIRCUMSTANCES TO YOU OR ANY OF YOUR FAMILY MEMBERS OR PASSENGERS IN THE VEHICLE FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OPPORTUNITY COSTS, LOSS OF USE, OR LOSS OF BUSINESS, EVEN IF ANY OR ALL OF THE WEGOLOOK PARTIES WERE NOTIFIED OF THE LIKELIHOOD OR POSSIBILITY OF SUCH DAMAGES OCCURRING. THESE EXCLUSIONS AND LIMITATIONS SHALL BE ENFORCED TO THE GREATEST EXTENT ALLOWED BY LAW.

THE PROVISIONS OF THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION, OR TYPE OF claim, action, damage, loss, liability, cost, or expense, REGARDLESS OF WHETHER IT BE AN ACTION IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR BASED ON CONTRACT, STATUTE, OR ANYTHING ELSE.

THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES, AND THE LIMITATION ON RECOVERY OF ECONOMIC DAMAGE OR LOSS, SHALL NOT APPLY TO RESIDENTS OF THE STATE OF NEW JERSEY

**30. Ownership and Use of Information and Reports; Copyright.** You may use the report you order only for your own personal non-commercial use. You shall not trade, barter, publish (in any form via any media whatsoever), sell or resell any report, data, or information obtained or purchased by you from WeGoLook to any person or entity whatsoever without WeGoLook's prior written consent. WeGoLook shall not be liable to anyone with whom you share the report or the information therein contained, and you shall defend, indemnify, and save harmless the WeGoLook Parties from any and all economic claims, actions, damages, losses, liabilities, costs, expenses, of whatsoever kind or nature, including without limitation attorney's fees and litigation costs and expenses, incurred by the Wegolook Parties arising out of or in connection therewith.

WeGoLook may resell, license, or authorize the use of the report you ordered and purchased, and any of the data and information contained therein, to others upon any terms and conditions it desires, without notice and without your consent. In such event, we will remove your personally identifiable information from the report prior to any such use thereof. We may also, without notice and without your consent, enter into agreements or arrangements with sellers or others in which they may be compensated by us for sales of the vehicle inspection report you purchased under an arrangement in which, for example, and without limitation, they have agreed to make the availability of the report known to potential buyers or others. The copyright to and ownership of, without limitation, all pictures, video, text, copy, data, works, inventions, improvements, concepts, ideas, intellectual property, patent rights, trademarks, trade secrets, and all information in any form, made, conceived, gathered, written, taken, created, developed, performed, or discovered by us (including, without limitation, the inspector) in connection with this agreement, and the inspection report itself (individually and collectively, "WeGoLook Materials"), shall at all times be owned solely and exclusively by WeGoLook. To the extent that the WeGoLook Materials for any reason do not vest solely and exclusively in WeGoLook as provided herein, you hereby transfer and assign, without limitation, the copyright and all of your right, title, and interest in and to the WeGoLook Materials to WeGoLook.

**31. Indemnification.** You shall defend, indemnify, and save harmless the Wegolook Parties from any and all claims, actions, damages, losses, liabilities, costs, expenses, including without limitation attorney's fees and litigation costs and expenses, incurred by the WeGoLook Parties as a direct or indirect result of any breach by you of these Terms and Conditions, or arising out of or in connection with your willful misconduct, negligent or fraudulent use of this Site and related Mobile Applications, or any other website you enter via a link from this Site and related

Mobile Applications, or out of use of or reliance upon the inspection report, to the fullest extent allowed by law. WeGoLook may, in its sole discretion, defend, compromise, or settle any such or claim or action and you shall be bound thereby. Nothing herein shall be deemed or construed to constitute a limitation or waiver of any other rights and remedies available under these Terms and Conditions, or law, or regulation to WeGoLook or the other parties indemnified under this section.

## ARBITRATION AGREEMENT AND DISPUTE RESOLUTION

**Please read this Section (“Arbitration Agreement”) carefully. It is part of your contract with WeGoLook and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

**32. Informal Resolution.** Most customer concerns can be resolved quickly and to a customer’s satisfaction by writing to our customer service department at [support@wegolook.com](mailto:support@wegolook.com) or WeGoLook, Attn: Customer Service, 100 N.E. 5th Street, Oklahoma City, OK 73104. In the unlikely event that our customer service department is unable to resolve a complaint you may have to your satisfaction, these terms govern dispute resolution between us.

**33. Applicability of Arbitration Agreement.** All claims and disputes in connection with the Agreement or the use of any product or service provided by WeGoLook that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and WeGoLook, and to any of WeGoLook's licensors, suppliers, dealers or third party vendors, subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

**33(a). Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Arbitration Agreement (“Arbitration Rules”). The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. Any hearing will be held in a location within one hundred (100) miles of your residence, unless you reside outside of the United States (in which case hearing will be held in the capital of your country), and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**33(b). Authority of Arbitrator.** The arbitrator will decide the rights and liabilities, if any, of you and WeGoLook, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and WeGoLook.

**33(c). Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and WeGoLook in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WEGOLOK WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**33(d). Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in Oklahoma City, Oklahoma.

**33(e). 30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Oklahoma City, Oklahoma, Attn: Legal Department, 100 N.E. 5th Street, Oklahoma City, OK 73104, within 30 days of purchasing a Membership. If you send this notice, then the Arbitration Agreement will not apply to either party and you must litigate pursuant to these terms. If you do not send this notice, then you agree to be bound by this Arbitration Agreement.

**33(f). Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**33(g). Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with WeGoLook.

**33(h). Modification.** Notwithstanding any provision in the Agreement to the contrary, we agree that if WeGoLook makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to the WeGoLook.

**33(i). Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in Oklahoma City, Oklahoma for such purpose.

**34. Choice of Law.** This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state of Oklahoma, without regard to its conflicts of laws rules. To the extent that any dispute is held not to be governed by the arbitration clause herein, exclusive jurisdiction and venue for any and all disputes arising out of or in any way connected to any goods or services you purchase, use of this Site and related Mobile Applications, or these Terms and Conditions (including the Privacy Policy), shall be in the United States District Court for the Western District of Oklahoma, located in Oklahoma City, Oklahoma County, Oklahoma. In the event that federal jurisdiction is not available, exclusive jurisdiction and venue shall lie in the state District Court for Oklahoma County, Oklahoma, located in Oklahoma City, Oklahoma County, Oklahoma. Foreign laws do not apply. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.

## GENERAL PROVISIONS

**35. Assignment; No Third Party Rights.** You may not assign any rights or obligations under these Terms and Conditions or arising out of your use of this Site and related Mobile Applications without the prior written consent of WeGoLook. Our obligations to you under this agreement shall be to you and you only, and nothing herein shall be construed to create rights of any kind in any third parties. WeGoLook may freely assign or delegate its rights and obligations to any party without notice or consent.

**36. Copyright Infringement.** If you desire to make a claim of copyright infringement, please provide written notification thereof to WeGoLook's Designated Agent, Mark Caywood, under the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(2) (DMCA), at WeGoLook, LLC, 100 Northeast 5th Street, Oklahoma City, OK 73104; (405) 795-5665.

**37. Privacy Policy.** The use of this Site and related Mobile Applications is governed by the terms of our Privacy Policy.



**38. Entire Agreement.** This Agreement is a final expression of the intent of the parties, constitutes the entire agreement and understanding between the parties, and supersedes all prior and contemporaneous oral or written agreements or understandings concerning the settlement described herein. This Agreement may be modified only by a duly executed written instrument signed by the party against whom enforcement of the modification is sought. In the event of a conflict between the Wegolook order form and this agreement, this agreement shall prevail.

**39. Severability.** In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the express intent of the parties to this Agreement; and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**40. Force Majeure.** If we are delayed or prevented from performance of our obligations under this agreement by any act of God, weather conditions, fire or other casualty, computer or telecommunication problems, laws or regulations, war, or any other circumstance beyond our reasonable control, Wegolook will be excused from performance of those obligations. In such event, our only obligation to you will be to refund the inspection fee in full.

**41. Headings and Captions.** The headings and contained in these Terms and Conditions are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**42. Forbearance, Waiver.** Any failure of WeGoLook to pursue any legal or equitable remedy or right available to it shall not constitute a waiver of such right, nor shall any such forbearance, failure, or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement by WeGoLook shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay by WeGoLook in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision by WeGoLook.

**43. Notices.** Any notice given by you in connection with this agreement shall be given in writing and delivered to Wegolook as follows (all methods are required): (a) certified mail, return receipt requested to WeGoLook, LLC, ATTN: Robin Smith, 100 NE 5th Street, Oklahoma City, OK 73104, and you must retain the return receipt and provide a copy to us; and (b) fax to (405) 507-0089 and you must retain the confirmation report indicating that it was received by Wegolook and provide a copy to us; and (c) e-mails to both: kenneth@wegolook.com, and robin@wegolook.com. Your notice address shall be any mailing or email address provided by you on the order form you submitted for the inspection.



**44. Changes to Site and related Mobile Applications.** We reserve the right to make changes at our discretion and without prior notice to any portion of this Site and related Mobile Applications including but not limited to content, policies, Terms and Conditions, or any others. Your continued use of this website OR SERVICES INCLUDING THE APPLICATIONS will constitute your acceptance of and agreement to any such changes.

**Last Updated on June 1, 2017.**