

SmartAuction Terms of Use Agreement (Last Accepted 03/19/2010 09:20:11 AM)

SmartAuction Terms of Use Agreement (3/9/2010)

- I. Applicability and Acceptance of Terms of Use. This SmartAuction Terms of Use Agreement ("Terms of Use") governs the terms and conditions of use for Internet-based vehicle auctions (individually and collectively "Auction") hosted by GMAC ("SmartAuction"). By clicking on the "I Accept" button at the end of this Terms of Use, the Auction user ("User") agrees to the terms and conditions described below. User may contact SmartAuction at 877-273-5572 with any questions regarding the Auction.
- II. Eligibility.
 - A. The Auction is available to commercial users, approved by SmartAuction.
 - B. User must not allow any retail customer to access, use, or attempt to purchase or sell any vehicles through the Auction.
 - C. User must comply with all applicable legal requirements in the jurisdiction(s) in which it is located and conducts business, including, without limitation, maintaining good standing as a legally organized entity and all necessary licenses, permits, and other required authorizations for the conduct of its business as related to this Terms of Use Agreement. Any vehicle acquired in violation of any legal requirement may not be returned or arbitrated for any reason, notwithstanding any provision in this Agreement to the contrary.
 - D. SmartAuction reserves the right to do any of the following, in its sole discretion:
 1. Deny access to the Auction to anyone for any reason not inconsistent with applicable law and without advance notice;
 2. Limit the number of vehicles User can acquire on the Auction;
 3. Limit the amount of money User owes to SmartAuction for any one day's Auction activities;
 4. Implement cross-line buying rules (i.e. manufacturer's restrictions, based on model-year and/or mileage, on selling particular vehicles to non-franchised Users) to certain vehicles on the Auction.
- III. Payment of Purchase Price and Fees.
 - A. Any User that acquires a vehicle through the Auction ("Buyer") must pay the following (collectively "Purchase Price"):
 1. The full purchase price of the acquired vehicle;
 2. A service fee on the acquired vehicle in the amount stated on the Auction's "Dealer Profile" page as of day of vehicle purchase, which includes costs and expenses for: preparation and exhibition of the vehicle, payment processing, title administration, transportation of the vehicle to User's designated destination, account adjustment including interface with User's vehicle finance source ("Financier"), if any, and service and inspection facilities ("Service Fee");
 3. All applicable taxes and title and license fees for any vehicle purchased through the Auction.
 - B. At any time, including, without limitation, the time of payment, SmartAuction may, in its sole discretion add, delete, or change some or all of the fees and/or change the time of payment.
 - C. Buyer must pay the full Purchase Price of each vehicle acquired through the Auction at time of purchase in immediately available good funds via any of the following payment mechanisms as mutually agreed by Buyer and SmartAuction:
 1. Electronic payment transaction initiated by SmartAuction in accordance with Buyer's SmartAuction Authorization to Withdraw and Deposit Funds via Commercial Bank Automated Clearing House Transactions;
 2. Arrangement with Buyer's Financier whereby SmartAuction receives payment from the Financier directly (e.g., SmartAuction drafts on the Financier); or
 3. Arrangement with an approved financing source listed on the Auction website.
- IV. Tax Exemption Certificate Statement and Tax Notification.

- A. User certifies that:
 - 1. Any vehicles(s) purchased on the Auction are for resale purposes only; and
 - 2. User holds a retail sales tax registration certificate, license, or other permit issued by the sales tax authority of the state(s) where User is physically located and/or conducts business.
- B. If any vehicle purchased through the Auction is used for any purpose other than for resale, Buyer must pay any and all related sales or use taxes directly to the proper taxing authorities.

V. Vehicle Purchase and Sale.

A. Auction Process

- 1. The "Search" feature of the Auction lists vehicles currently being offered for purchase through the Auction.
 - a. SmartAuction does not guaranty that vehicles listed in the "Search" feature will be available for purchase at the time User places a bid.
 - b. Vehicles may be unavailable for various reasons including, without limitation, a contractual right of a retail customer to purchase the Vehicles at contract maturity, or a Vehicle may have been stolen, damaged, destroyed, lost, confiscated, redeemed or inadvertently sold.
 - c. Before making arrangements to take possession of a Vehicle purchased on Auction, Buyer must call Vehicle storage location to confirm present availability.
- 2. The following designations for listed vehicles have the meanings ascribed to them below:
 - a. "Buy It Now" is the price at which User can automatically purchase the vehicle without bidding. Once the "Buy It Now" option on a particular vehicle is selected and confirmed by SmartAuction, all bidding on that vehicle will be closed.
 - b. A yellow-light icon appended to a vehicle listing indicates a "Yellow Light Sale" vehicle, which is a vehicle offered subject to a specific, posted, cautionary condition or conditions, which may include, without limitation, delayed title delivery, Canadian title, true mileage unknown, salvage title, repossession title or affidavit, fire, flood or frame/unibody damage.
 - c. A red-light icon appended to a vehicle listing indicates a "Red Light Sale" vehicle, which is a vehicle offered on a "Final Sale" basis and cannot be arbitrated or returned, except as provided in Section VIII.
- 3. The Auction begins at the time posted on the Auction's Home Screen.
 - a. Each day the Auction is open, the Home Screen will have the Auction schedule for that day.
 - b. User may preview vehicles for the upcoming Auction anytime before the start of the bidding on the vehicle.
 - c. Once the bidding on a vehicle starts, User may enter bids into the Auction until the time specified for the close of bidding (due to possible delays in data transmissions through the Internet, before a bid is submitted the "Bid List" screen should be refreshed to ensure viewing the most current bid.).
 - i. All bids are subject to a minimum bid, as posted with each vehicle, and minimum bid increments of \$100.00.
 - ii. If User places a bid that is between bid increments, User's bid will not be accepted and will not be processed.
 - d. A bid is valid and effective only after SmartAuction's computer system has processed it.
 - e. SmartAuction reserves the right to reject or void any bid, whether successful or not, that it deems in its sole discretion not to have been made in good faith or which is restricted or otherwise prohibited under the Terms of Use.
 - f. Any party selling a vehicle on the Auction is prohibited from bidding on such vehicle, either directly or indirectly through an agent, representative, or designee.
- 4. When the Auction closes, the highest bidder wins the vehicle at its winning bid amount.
 - a. Bids are first ranked by price.
 - b. If bids are for the same price, then earlier bids take precedence over later bids.

- c. Immediately upon notification by SmartAuction of its winning bid, User is obligated to complete the transaction and pay the Purchase Price.
 - d. At the end of each Auction period, a summary of User's successful bids will be available in the "Auction Summary" section of the Auction.
5. A vehicle authorization report is available on the Auction and is the official documentation required to have the vehicle released from the designated storage location to the transport company or dealership personnel taking delivery of the vehicle.
 6. SmartAuction may impose rules or limits on the bidding process, including as to the timing of bids.

B. Make an Offer Process

1. A vehicle seller may elect to accept offers from Users on any vehicle the seller posted on the Auction that has a green "Make Offer" icon appended to it.
2. The vehicle seller will set the minimum opening offering price for an offered vehicle based on the opening live auction bid price for that vehicle.
3. Any offer that has not been accepted by the vehicle seller, expires one hour before the end of the live auction for the applicable vehicle, or, in any event, upon cancellation under Section V.B.7 below or upon withdrawal under Section V.B.8 below.
4. Any offer that the vehicle seller declines expires at the time it is declined.
5. Vehicle sellers may elect to receive offers directly via e-mail, but must accept or decline offers through the "Accept/Decline Offers" screen, which is accessible from the "Active Vehicles" screen.
6. Vehicle sellers may choose to decline a submitted offer, lower the affected vehicle's opening price, and accept further offers on the affected vehicle.
7. An offer on a vehicle is automatically cancelled upon any of the following events:
 - a. A bid is placed on the vehicle during a live auction.
 - b. The vehicle seller removes the vehicle from the Auction.
 - c. The vehicle seller places a hold on the vehicle.
 - d. The vehicle seller changes any information about the vehicle, e.g., price, location, vehicle options, etc.
 - e. The vehicle is sold through the "Buy It Now" feature of the Auction.
 - f. The vehicle seller accepts another offer on the vehicle.
8. A submitted offer may be withdrawn by the User at anytime, as long as the offer has not already been accepted or declined by the vehicle seller.
9. Offers are treated as bids on the applicable vehicle, and each offer, and any purchase of the applicable vehicle, are deemed to have occurred through the Auction and are subject to the Terms of Use as though they occurred as part of a live auction.

C. Seller Vehicle Disclosure Requirements. The vehicle seller must fully and accurately disclose the following for each vehicle sold through the Auction:

1. Any vehicle defects and/or damage.
2. Any prior repairs to the vehicle.
3. Any mechanical defect .
4. Any missing equipment.
5. Any structural damage, including cosmetic frame/unibody damage.
6. Tires tread at the shallowest point.
7. Any aftermarket alterations.

8. Any modifications to the vehicle from the original build, including any logo or decal misrepresentations

VI. Ownership and Title Distribution.

- A. Legal ownership of a purchased vehicle, and risk of loss for the vehicle, pass to Buyer, once SmartAuction sends Buyer notice of its winning bid, notwithstanding anything to the contrary in this Terms of Use.
- B. Upon Buyer's purchase of a vehicle through the Auction, SmartAuction or the vehicle seller ("Seller"), as applicable, will begin the process of transferring the title to User.
 1. Seller must deliver title in a timely manner to Buyer or Buyer's Financier.
 2. Buyer, or the buyers Financier, as applicable, must notify SmartAuction, if the title is not received within 10 business days following the day after the vehicle purchase date on the Auction, or within the time period indicated in the vehicle posting.
 - a. User must verify with its User Financier whether a vehicle is eligible for financing.
 - b. Absent exceptional circumstances as determined by SmartAuction in its sole discretion, SmartAuction will not buy back or unwind any vehicle purchase, because Buyer's Financier declines to finance the purchase.

VII. Vehicle Pick-Up.

- A. Buyer is responsible for vehicle pick-up and related costs and must take physical possession of each vehicle acquired through the Auction within 5 business days beginning with the first business day after the purchase date, unless the vehicle qualifies for arbitration and SmartAuction approves the vehicle for arbitration.
- B. The vehicle seller may charge Buyer reasonable storage fees and/or arrange delivery of the Vehicle to the Buyer at the Buyer's expense if Buyer does not pick up purchased Vehicles promptly.
- C. Buyer must contact storage location to arrange vehicle pick-up.
- D. SmartAuction may suspend User's Auction privileges or rescind a vehicle sale for failure to promptly take physical possession of the purchased vehicle.
- E. SmartAuction reserves the right to charge Buyer reasonable storage fees and/or arrange delivery of the purchased vehicle to Buyer at Buyer's expense.
- F. If a purchased vehicle is not available at time of pickup, User must immediately notify SmartAuction at telephone number 877-273-5572 that the purchased vehicle is not at the physical location as printed on the Auction Authorization form.

VIII. Arbitration.

A. Vehicle Arbitration - General.

1. Buyer may arbitrate a vehicle purchased through the Auction only in accordance with this Terms of Use.
2. This Terms of Use provides Buyer's sole remedies for any dispute regarding a vehicle purchased through the Auction.
3. Buyer must initiate any vehicle arbitration within 10 business days beginning the day after the purchase date as outlined in Section VIII.B below.
4. Buyer has full responsibility for the vehicle being arbitrated and any expenses related to the vehicle, unless and until SmartAuction formally approves vehicle buyback under the terms of this Section VIII *and* the buyback transaction is fully consummated.
5. A vehicle purchased through the Auction may be arbitrated only once for any mechanical, electrical, or undisclosed damages, and once a vehicle is arbitrated for any one or more of these reasons, further arbitration of the vehicle based on any of these reasons arbitration is not available for that vehicle.
6. Buyer may seek to arbitrate a vehicle purchased through the Auction for the following reasons only, and only if the vehicle is less than 20 model years and less than 10 model years for trailers, recreational vehicles, or watercraft:
 - a. For vehicles other than Red Light Sale vehicles:
 - i. If there is a material deviation in the vehicle description provided on the Auction and the vehicle at the time of purchase (e.g., different model or engine than disclosed at the time of purchase).

- ii. If it appears that the vehicle's odometer has been altered or disabled from functioning in any way.
 - iii. If there is an undisclosed adverse condition affecting the value of the vehicle by more than \$500, including, without limitation, undisclosed prior repairs.
 - iv. If there is undisclosed cumulative visual damage to the vehicle that is greater than \$500 and/or any single instance of visual damage that is greater than \$250 (as determined by SmartAuction).
 - v. If there is undisclosed cumulative mechanical repairs to the vehicle that is greater than \$500 and/or any single instance of mechanical repairs that is greater than \$250 (as determined by SmartAuction).
 - vi. Differences in disclosed tire tread measurements greater than 2/32nds of an inch, which will be arbitrated at a depreciated value based on the tread depth disclosed;
 - vii. Undisclosed missing equipment with a cumulative wholesale value greater of \$150 or more (as determined by SmartAuction).
 - viii. If the vehicle was listed by the seller as eligible for the Auction's "Ready4Retail" program, or any other "Certified" program of another manufacturer or dealership, but the vehicle does not meet one or more of the requirements for such program;
 - ix. If title for the arbitrated vehicle was not delivered within a timely manner from the purchase date on the Auction, including, without limitation, within a specified timeframe as posted on the Auction.
 - x. If the vehicle is not present at the sale location indicated on SmartAuction.
 - xi. If the vehicle title is not clear and free of any undisclosed brands.
 - xii. If outstanding fees of greater than \$100 are owed in connection with the vehicle, for example, license plate fees owed to the department of motor vehicles.
- b. For Red Light Sale vehicles:
- i. If the vehicle has undisclosed fire, flood, frame/unibody damage.
 - ii. If it appears at the time of purchase that the odometer has been altered or disabled from functioning in any way.
 - iii. If there is a material deviation between the vehicle based on the description provided on the Auction and the vehicle at the time of purchase (e.g., different model or engine than disclosed at the time of purchase).
 - iv. If title for the arbitrated vehicle was not delivered within a timely manner from the purchase date on the Auction, including, without limitation, within the specified timeframe as posted on the Auction.
 - v. If the vehicle was not present at the sale location indicated on SmartAuction.
 - vi. If the vehicle title is not clear and free of any undisclosed brands.
 - vii. If outstanding fees of greater than \$100 are owed in connection with the vehicle, for example, license plate fees owed to the department of motor vehicles.

NOTE: Red Light Sale vehicles may not be arbitrated for any reason other than those listed in subsection VIII.A.6.b above.

- 7. A purchased vehicle may not be arbitrated based solely on information, data, errors, or omissions contained in such history reports.
- 8. Buyer may not seek to arbitrate a vehicle purchased through the Auction for routine maintenance issues, including, without limitation, brake repair, air conditioning recharge, tune-ups, shocks & struts, and/or oil changes.
- 9. Buyer must not use, repair or modify any vehicle purchased through the Auction that it wants to arbitrate and must use reasonable care to maintain the vehicle in substantially the same condition it was in at the time of purchase. If either of these requirements is not met, then the vehicle may not be arbitrated.
- 10. In its sole discretion, SmartAuction may assess a charge for excessive mileage on a Buyback Vehicle (defined below) that has been driven after purchase.
- 11. Kit vehicles or homemade vehicles are sold "as-is" and cannot be arbitrated for any reason.
- 12. Reimbursement of any kind, including, without limitation, the purchase price, service fee, and transportation costs will not be payable or paid until verification of returned title is provided by or to SmartAuction or vehicle seller. For verification, the vehicle title must be sent with tracking or delivery confirmation to the Seller or to the following address for GM or GMAC units:

Attn: SmartAuction
 PO Box 333
 Midland, TX 79702-0333

If Buyer chooses to send the title by overnight delivery, the title must be sent to:

600 N. Marienfeld, Ste 700
Attn: SmartAuction
Midland, Texas 79701

B. Vehicle Arbitration Process.

1. Buyer must initiate any vehicle arbitration within 10 business days beginning the day after the vehicle purchase date.
 - a. This 10 business day limitation does not apply to arbitrations based on undisclosed odometer discrepancies or branded titles.
 - b. As used in this Terms of Use, "business days" means weekdays, excluding Auction holidays, as listed under the "Featured Contents" section of the Auction's "Home Screen", as of the day of vehicle purchase.
2. For any vehicle sold through the Auction, Buyer must notify SmartAuction (at telephone number 877-273-5572) of Buyer's intent to arbitrate the vehicle.
 - a. Buyer will submit the dispute to SmartAuction for a final decision that binds both the Buyer and the vehicle seller.
 - b. SmartAuction will grant any remedy that it deems appropriate under the circumstances.
 - c. Any remedy granted by SmartAuction in favor of Buyer is conditioned on Buyer's return of the title paperwork of the vehicle at issue to SmartAuction or the vehicle seller, if applicable and as directed by SmartAuction.
3. If additional information is requested by SmartAuction, Buyer must submit all requested information to SmartAuction at e-mail address sasales.support@macfs.com within 2 business days of the request.
 - a. If Buyer does not provide the requested information within 2 business days, then SmartAuction may deny the arbitration and terminate the arbitration process, in its discretion.
 - b. If Buyer cannot e-mail this information to SmartAuction, Buyer will so inform the SmartAuction representative requesting the information to determine another mutually acceptable form of transmission.

C. Arbitration Vehicle Policy on Shipping Costs and Transportation Responsibilities.

For each vehicle arbitrated in accordance with this Section VIII resulting in a reversal of the vehicle purchase transaction ("Buyback Vehicle"):

1. The vehicle seller is responsible for picking up and transporting the vehicle back to its location of choice, at no cost to Buyer.
2. If the Buyback Vehicle was arbitrated for any of the following reasons, the vehicle seller must reimburse Buyer for reasonable vehicle transportation costs (as determined by SmartAuction) that Buyer actually incurred in connection with taking delivery, or attempting to take delivery, of the vehicle after purchasing it: undisclosed fire damage; undisclosed frame/unibody damage; undisclosed flood damage; odometer tampering; undisclosed branded title; material deviation between the vehicle description provided on the Auction and the vehicle at the time of purchase (e.g., different model or engine than disclosed at the time of purchase); or uncompleted sale (Vehicle unavailable for pick-up after purchased by Buyer).
 - a. Any such reimbursement is conditioned on User providing SmartAuction with a copy of the paid invoice for such transportation costs.
 - b. The invoice must include acknowledgment of drop off/receipt by the transporter showing the specific vehicle identification number of the vehicle involved.

IX. Miscellaneous.

A. Termination.

SmartAuction reserves the right, at its sole discretion, to terminate the Auction at any time and without prior notice.

B. System Integrity; Confidentiality of User Login Identification and Password.

1. User may not:
 - a. Use any device, software, unauthorized human intervention, or other means to interfere or attempt to interfere with the proper working of the Auction; or
 - b. Take any action that imposes an unreasonable or disproportionately large load on the Auction's or SmartAuction's infrastructure.
2. User is solely responsible for any authorized or unauthorized use of User's Auction login identification or password and may not improperly use, disclose, or share its login identification or password to any third party.

C. External Forces and Force Majeure.

1. SmartAuction is not responsible for interruption of any availability of the Auction, and SmartAuction has no liability, (including, without limitation, direct, indirect, consequential, special, exemplary, incidental or otherwise), for any failure of Auction to perform in any way, to the extent that any such failure results from factors or external forces outside of its control, including, without limitation, Internet traffic, system failure, and third-party service failure.
2. Neither User nor SmartAuction is liable to the other for a delay in performance or failure to perform any obligation under this Agreement to the extent such delay is due to causes beyond its control including, without limitation, natural disasters, governmental regulations or orders, civil disturbance, war conditions, acts of terrorism or strikes, lock-outs or other labor disputes, and is without its fault or negligence ("Force Majeure Condition"). The performance of any obligation suspended due to a Force Majeure Condition will resume as soon as reasonably possible as and when the Force Majeure Condition subsides.

D. No Warranties.

1. SmartAuction provides the Auction on an "as is" basis and without any warranty or condition, express or implied.
 - a. SmartAuction specifically disclaims all implied warranties of title, merchantability, and fitness for a particular purpose, in each case of the Auction and the Vehicles listed on the Auction.
 - b. SmartAuction is solely the host of the Auction and is not involved in the actual transaction between User and vehicle owners other than as to vehicles owned by GMAC.
 - c. SmartAuction does not warrant any vehicle information or any vehicle condition.
2. SmartAuction makes no representations or warranties about the accuracy or completeness of the information contained in electronic data vehicle histories (including, without limitation, AutoCheck and CarFax history reports).
3. This Terms of Use is not, and will not be interpreted to create, a guaranty or warranty of continuous, timely, secure, or error free operation of the Auction.
4. SmartAuction does not in any way warrant the results that may be obtained from the use of the Auction or the accuracy or reliability of any information obtained through the Auction.
5. Except for Vehicles owned by GMAC:
 - a. SmartAuction is not responsible for the contents of any vehicle postings or any "comments" accompanying such postings;
 - b. Any incentives, promotions, or gifts offered to User, with or without SmartAuction's consent, by sellers of vehicles sold through SmartAuction are the sole responsibility of such sellers.

E. Vehicles Subject to Open Recall.

To the extent a vehicle is the subject of any recall campaigns initiated by the manufacturer ("Recall"):

1. User will repair any vehicle it purchases through the Auction in accordance with any manufacturer-issued service bulletin related to a Recall before such vehicle is resold, redelivered, or operated, regardless of whether any or all Recall campaigns are disclosed to User through the Auction.
2. User will indemnify and hold harmless any vehicle seller and any of the seller's employees and representatives for any loss or damage that occurs as a result of the failure to effectuate any Recall repairs.
3. SmartAuction bears no responsibility for any vehicle seller's failure to effectuate the Recall repairs before or after posting the subject vehicle for sale through the Auction.

F. Indemnification.

User will indemnify SmartAuction, its owners, employees, agents, and representatives from any and all claims, demands, damages (including actual, compensatory, special, incidental, or consequential damages), costs, expenses, suits and liabilities, including, without limitation, the payment of reasonable attorneys' fees, arising out of or related to its use of or participation in the Auction, including, without limitation, any claims arising from or related to User's sale of on the Auction of vehicles it owns or is selling on another's behalf.

G. Limit of Liability.

In no event is SmartAuction liable to User for:

1. Lost profits or any special, exemplary, incidental, or consequential damages of any type or nature whatsoever, arising out of

or in connection with the Auction.

2. For any acts or omissions of any vehicle transporter.

H. Terms of Use Modifications.

1. This Terms of Use supersedes any prior or conflicting version of it and any other agreement between User and SmartAuction that specifically covers its subject matter.
2. From time to time, and in its sole discretion, SmartAuction, may modify the Terms of Use with or without any advance notice to User by posting the changes on the Auction or substituting a new terms of use agreement in place of the current one.

I. No Waiver of Rights or Remedies. Any forbearance, delay, or failure by SmartAuction in strictly enforcing any requirement of this Terms of Use, or otherwise exercising any right or remedy, does not constitute a waiver of any such requirement, right, or remedy or of any existing or future breach by User.

J. Intellectual Property. All text, images, graphics, videos and other materials on this website ("Intellectual Property") are subject to the copyright and other intellectual property rights of GMAC, its affiliates, or its licensors.

1. The Intellectual Property may not be reproduced, distributed, or modified without the express written permission of GMAC.
2. The marks appearing on the Auction, including, without limitation, "GMAC" and "SmartAuction" and their respective logos, emblems, and slogans, are trademarks or service marks of GMAC, its affiliates, or licensors, and may not be used without the express written permission of GMAC, its affiliates, or licensors, as applicable.

K. Notice.

1. SmartAuction and User may send notices to each other in connection with the Auction by any means, including, without limitation, by e-mail or facsimile to the e-mail address(es) and facsimile number(s) that they provide each other from time to time.
2. Notice is deemed given:
 - a. If by United States mail or commercial delivery service (e.g., FedEx), upon receipt or three business days after it is sent, whichever occurs first.
 - b. If by e-mail or facsimile, 24 hours after a fax or e-mail is sent, unless SmartAuction or User, as applicable, receives notice that the transmission was incomplete or the delivery otherwise failed.

L. Agency.

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Terms of Use, User's use of the Auction, or otherwise.

M. Governing Law; Jurisdiction.

1. This Terms of Use, and any sales and sales contracts created and generated in connection with User's use of the Auction, is governed by and construed under the laws of Michigan, without regard to conflict of law rules.
2. Any action or proceedings by SmartAuction against User may be brought in any court(s) having jurisdiction over User or, at SmartAuction's option, in the court(s) in the eastern district of Michigan having jurisdiction over SmartAuction, and User consents to jurisdiction and service of process in accordance with applicable procedures.
3. Any action or proceeding by User against SmartAuction may be brought only in the court(s) having jurisdiction over the geographic location of User's principal place of business or in the court(s) in the eastern district of Michigan having jurisdiction over SmartAuction.

(Note: "SmartAuction" is a registered service mark of GMAC; "GMAC" is a registered trademark) (Accept Terms)