TERMS AND CONDITIONS OF USE APPLICABLE TO ALL VISITORS AND USERS

BEFORE YOU USE THIS WEBSITE (THE "SITE"), OWNED AND OPERATED BY TRU-MARKETS, LLC., YOU MUST READ AND ACCEPT ALL TERMS IN, AND LINKED TO THIS AGREEMENT, INCLUDING THE TRU-MARKETS PRIVACY POLICY. BY USING THIS SITE, YOU INDICATE YOUR BINDING AGREEMENT TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD EXIT THIS SITE IMMEDIATELY.

Tru-Markets, LLC ("Tru-Markets", "company," "we", "us" or "our") requires that all visitors and users ("you," or "user") of the Site adhere to the following terms and conditions of use and associated linked and referenced terms and policies (the "Terms"). By accessing the Site and any of its pages, you indicate that you have read, understood and accepted these Terms without limitation or qualification. We may revise the Terms at any time by updating this posting, so you should review the Terms each time you use the Site. Your continued use of the Site after any change in these Terms constitutes your agreement to be bound by such changes. Tru-Markets may terminate, suspend, change or restrict access to this Site, or any part of it, without notice or liability.

These Terms are effective November 1, 2011.

A. **Tru-Markets is Only a Venue**

The Site acts as a venue which allows users to offer, sell, bid, purchase or receive legally-allowable unused, used, and surplus material, equipment, and salvage goods ("materials") at any time, from anywhere, in a variety of price formats. This Site is a venue for owners and providers ("sellers") of materials and purchasers, potential purchasers, bidders, or receivers ("buyers") of such materials to exchange Information and to facilitate an electronic marketplace for such materials. "Information" includes any information you provide to Tru-Markets or other users during the registration, bid, or listing process, and any other information you provide to or through the Site. Tru-Markets accepts the Information supplied by various Sellers and Buyers, but does not assume responsibility for testing or verifying the accuracy of such Information, and does not endorse or approve of any product, service or other materials, of any Seller or Buyer. As a result, we have no control over the quality, safety or legality of the items listed, the truth or accuracy of the listings, the ability of users to sell items or the ability of users to pay for items. Do not assume that the offer, sale, purchase, export or import of any item is valid and legal simply because it is listed on the Site. We are not responsible for ensuring that users actually complete a transaction. You accept sole responsibility for the legality of your actions under laws applying to you.

B. **Eligibility, Compliance and Participation**

By using this Site, you represent that you are eighteen (18) years of age or older, and authorized and able to form a legally binding contract with regard to the materials listed or offered on the Site. By using this Site you assume full legal responsibility for the content ("content") and materials listed or offered, as well as any communications you make in connection therewith. By submitting any content and information through use of this Site, including but not limited to registration, bidding, or listing, the user represents and warrants that all such content and information is true and accurate and in compliance with all applicable international, federal, state and local laws.

Tru-Markets may refuse the use of the Site to anyone or any entity at any time, in its sole discretion.

C. **Registration, User ID and Password**

All users are encouraged to register. Some Tru-Markets services are not available without registration. If your registration application is approved, Tru-Markets will notify you and your user ID and password will be activated. If you are using a free email address such as Gmail, Hotmail, Yahoo mail, or other free email services you will be required to provide proof of your identity. You may only use each user ID and password individually or on behalf of the business you represent, as indicated on the applicable registration application. You will be responsible for the confidentiality and use of your user ID and password, and you will be held solely responsible for all communications made through the Site using your user ID and password. You must immediately notify Tru-Markets if you become aware of any loss or theft of your password or any unauthorized use of your password, user ID, or of the Site. Tru-Markets reserves the right to modify your user ID and/or password at any time and from time to time for security or other purposes it deems necessary or appropriate.

At the sole discretion of Tru-Markets, International Registrants may be asked to complete a separate International Registration Form, which may vary depending upon the jurisdiction in which you are located. Approval is contingent upon a credit check, as well as contact and other requested information verification as set out on the applicable International Registration Form. Tru-Markets may also require all Registrants from outside the United States, to wire a US$2,000

deposit to be held in an escrow account prior to receiving bidding privileges. These funds will remain on deposit with Tru-Markets as long as you wish to retain bidding privileges. A Buyer may request the return of their deposit from Tru-Markets at any time, to be returned less any wire transaction fees. In addition, all international transactions are subject to applicable trade regulations and embargos including, but not limited to, those administered by the U.S. Departments of Commerce, Treasury and Homeland Security. By registering, you consent to have Tru-Markets send you emails, faxes, or other communications.

D. **Fees**

All fees and other amounts payable pursuant to this User Agreement shall be paid in United States Dollars (unless otherwise noted), free and clear of, and without deduction or withholding on account of, taxes of any kind. All of the Company's success based fees are deducted from the proceeds of the sales. Other eventual and mutual agreed payments are due within 15 business days of invoice. Certain service fees may be deducted from the proceeds of the sale.

Sellers acknowledge that despite the Company's best efforts, Buyers may fail to perform. The Company does not provide any representations or guarantees that Buyers will pay Sellers on their agreed price on a timely basis.

E. **Seller Warranties**

Seller warrants and represents as follows: Seller has the authority to sell the materials; the material is free and clear of all liens or encumbrances of any kind; seller has authority to enter into these Terms for the purposes stated; performance of these Terms by seller will not violate the terms of any contract to which seller is a party; seller has no knowledge of and there are no claims, demands, notices, suits or other damages or claims or threats of damage by or from any person, entity or governmental agency with respect to environmental matters relating to the material.

No Price Manipulation. You may not manipulate the price of listed materials by any means, including but not limited to using secondary accounts, colluding with third parties or bidding on your own materials. You may not use an alias to place bids on any material you are selling, either directly or indirectly, for any reason. If you fail to comply with this restriction, in addition to any other rights or remedies Tru-Markets may have, Tru-Markets may withdraw the material from the Site and you will be barred from future use of the Site

F. **Bids and Buyers**

All bids are governed by these Terms and any additional terms included on the Web Site in the specific terms for the applicable Lot. Unless explicitly stated otherwise, all bids are exclusive of all applicable taxes, customs duties and registration fees, shipping, rigging, or other preparation and transportation costs, insurance and escrow fees (if any), Transaction Fees, Buyer's premium payment to Tru-Markets as specified as part of any transaction in the terms on a lot or otherwise ("Buyer's Premium"), and any other Tru-Markets fees, all of which shall be the sole and complete responsibility of Buyer unless otherwise agreed. Unless otherwise stated, all bids must be submitted in U.S. Dollars.

All materials are sold 'AS IS, WHERE IS, WITH ALL FAULTS' without warranty or guarantee either written, stated or implied. There are no warranties or guarantees as to grade, condition, or performance. Buyer in no way holds Tru-Markets responsible for any defects, inaccuracies or errors in any way, and releases Tru-Markets from any claims in respect of alleged defects, inaccuracies or errors.

G. **Payment**

Tru-Markets will notify the Winning Buyer and issue a summary statement for payment of the materials purchased to the Winning Buyer and a summary statement of the materials sold to the Seller. Winning Buyers are obligated to pay all bids and offers in which they are the successful Winning Buyers in strict compliance with the terms hereof, the Lot terms and any terms as set forth on the Tru-Markets' statement. Any default by a Winning Buyer of a single bid or offer will constitute a default of all transactions in which such Winning Buyer is then participating, and Tru-Markets may terminate any and all such transactions and apply any and all amounts paid by such Winning Buyer for the defaulted or any other transactions through the Service towards payment of any amounts owed by such Winning Buyer to Tru-Markets under these Terms of Use or the Lot terms. Tru-Markets' statement may include, without limitation, any or all of the following fees: the purchase price of the materials applicable taxes, the Tru-Markets Buyer's Premium and any other fees or commissions as outlined on each Lot and on the statement. All Buyers must submit payment by wire transfer only. All

conversion fees for International wire transfers are the responsibility of the Winning Buyer and will be invoiced directly if not paid during the transaction.

Unless otherwise specified in the Lot details, the Winning Buyer is obligated upon the close of the sale and receipt of the buyer statement to pay the purchase price for the materials in full to Tru-Markets, as the disbursing party for the transaction within five (5) calendar days of the close of the transaction. The Winning Buyer is solely responsible for determining the logistics and paying the costs of inspection, shipping/pick up of purchased items or other services relating to the acquisition and removal of the purchased items. Tru-Markets will under no circumstances be responsible for the coordination or costs of inspection, transportation/shipping or other services desired by Winning Buyer in connection with any transaction. For any Lot or any particular Winning Buyer, Tru-Markets reserves the right to require payment within a shorter time period, a deposit or other special payment requirements in its sole and absolute discretion.

Without limiting the foregoing, Winning Buyers shall be held liable for any expenses, legal fees, court costs, and other damages incurred by Tru-Markets or the Seller in connection with the collection of such obligations which are not paid within five (5) calendar days of the date the bid or offer is accepted. If a Buyer does not fund a transaction within five (5) calendar days of the date of bid or offer acceptance, a late payment charge of two (2) percent of the sale price for each transaction will be applied, and payment will be due on demand. If a Buyer does not fund a transaction and any applicable late fees within ten (10) calendar days of the date the bid or offer was accepted, the Buyer forfeits all rights to the materials. Without limiting other claims, damages or other remedies available to Tru-Markets, upon winning an online Lot or Sale and failing to complete the transaction in the required time for any reason, Winning Buyers agree to pay a liquidated damage in the amount of ten (10) percent of the winning bid or offer price for each unpaid Lot or Sale.
Upon Winning Buyer's payment for a transaction in accordance with the foregoing, Winning Buyer is responsible for all storage or related costs prior to removal in the terms below.

H. **Sales and Use Tax**

All bids and offers must be net of any taxes imposed with respect to the sale or purchase transaction. Buyers are liable for all such taxes or for establishing to Tru-Markets' satisfaction on behalf of the Seller a valid exemption certificate from such taxes. Buyers and Sellers acknowledge and agree that Tru-Markets may provide a service in the calculation, reporting and remittance of sales or use taxes which may be assessed, due or owing to the taxing authorities of any taxing jurisdiction for transactions that arise in connection with your use of the Service. Without limitation to the disclaimer of warranties in these terms, Tru-Markets expressly disclaims all warranties of any kind whatsoever, express or implied, with respect the Services, including without limitation, that Tru-Markets' calculation, reporting or remittance of sales or use tax shall be timely or error free, or that defects will be corrected. Each Buyer shall indemnify Tru-Markets against any tax, cost or expense relating to the failure of the Buyer to satisfy any sales or use tax liability related to a transaction within their jurisdiction. Each Seller shall indemnify Tru-Markets against any tax, cost or expense relating to the failure of the Seller to satisfy any sales or use tax liability related to a transaction within their jurisdiction. . For tax purposes, Winning Buyer agrees that it shall be deemed to take ownership of the Assets at Seller's location unless otherwise agreed.

I. **Removal of Materials**

It is a condition of each transaction that the Winning Buyer shall remove the materials from its sale location within 20 days following bid or offer acceptance (or such shorter period specified in the Lot details). Failure by Winning Buyer to comply with this removal requirement is a breach of Winning Buyer's contract with Seller. In the event of such breach, Winning Buyer covenants and agrees that they will (i) lose all rights in the subject materials and all monies paid on account of the same as Seller's liquidated damages for such breach and (ii) be responsible to pay directly to Seller or Tru-Markets for all storage or removal fees incurred with respect to such materials. For the avoidance of doubt, Winning Buyer shall remain obligated under and subject to these Terms of Use even if Winning Buyer transfers the materials to another party prior to pick up. Upon pick up of the purchased materials, Winning Buyer must provide a proof of ownership to Seller. In addition, Buyer acknowledges and agrees that Sellers or any yards holding materials for pick up may require Buyers to possess insurance and proof of such insurance prior to collecting the materials. It is Buyer's sole and complete responsibility to obtain and provide proof of such insurance requirements, whether such insurance requirements are detailed in the Lot posted on the Web Site or not.

The Buyer is solely responsible for all freight, shipping and other costs and any required documentation related to transporting the materials from the posted materials location, including but not limited to any costs associated with certificates and/or permits required to move the materials within or across state, province and/or country borders. Buyers are advised to have all such certificates and permits issued and completed prior to transporting the materials otherwise Buyer may be subject to cleaning, permit, and/or other fees if the materials is stopped and held at a Port of Entry to a state, province or country. Buyers may not transport the materials until full payment (including any applicable sales tax and all transaction fees) and all required documentation have been received by and posted to a secure payment account designated by Tru-Markets.

J. **Technical Issues**

Neither Tru-Markets nor any of its service providers or other business partners are responsible for any technical problems experienced by Buyers on the Web Site or otherwise in connection with any proposed transaction.

K. **Right to Re-Open or Remove a Lot**

Notwithstanding any other provision of these Terms of Use, Tru-Markets may, in its sole discretion or at the request of the Seller of a particular Lot, declare an online auction or other sale void and re-open a Lot for sale if for any reason Tru-Markets deems a completed online auction or other sale invalid, including without limitation, where any of the following occurred: (i) a material change in the Lot, (ii) technical issues that Tru-Markets identifies affected a significant number of Buyers, (iii) Tru-Markets identifies a non-legitimate bidder as a participant, or (iv) a mistake or error occurs on the part of Tru-Markets in connection with the posting or terms for any Lot.

In addition, Tru-Markets reserves the right to remove a Lot from online auction or other sale at any time for any reason, including after bids have already been placed or accepted, without any liability for Tru-Markets whatsoever.

Tru-Markets reserves the right to amend or add to the terms of sale of any equipment listing in the terms section posted on each equipment Lot. The terms posted to each Lot when in conflict with the Terms of Use supersede the Terms of Use for only those terms in conflict.

L. **Privacy**

Our policies with respect to Information and other data concerning users is set forth in our Privacy Policy, which is incorporated by reference to these Terms. By using the Web Site, you consent to the collection and use of Information and other data in accordance with the Privacy Policy and these Terms of Use.

M. **Electronic Communications and Messaging**

When you visit the Site or send e-mails to us, you are communicating with us electronically and consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications must be in writing. We have no responsibility for the content of any messages communicated by users of this Site, or for the content of information of third parties on the Internet, even if accessed through the Site.

N. **Intellectual Property**

All content included on this Site, including without limitation the Tru-Markets offerings, all Tru-Markets Work Product Data and all other text, data, graphics, articles, design, source code, software, photos, images and other information (collectively, the Site Content), is the property of Tru-Markets or its content providers and is protected by United States and international copyright laws and treaties. The name "Tru-Markets" (including the Tru-Markets logo), Tru-Markets.com, and all related logos, trade names, trademarks and service marks (collectively "Tru-Markets Trademarks") are trademarks or service marks of Tru-Markets and are protected by federal, state and international laws and treaties. You may not affiliate, use, copy, display, distribute, modify, post, reproduce, or transmit the Site's Content or the Tru-Markets Trademarks, in any form, by any means including but not limited to, electronic, mechanical, photocopying, recording or otherwise without the express, prior written consent of Tru-Markets. Nothing on this Site should be construed as granting, by implication, or otherwise, any license or right to use any of the Site's Content or Tru-Markets' Trademarks found on the Site except pursuant to written authorization from Tru-Markets in each instance. Tru-Markets prohibits use of any of Site Content or the Tru-Markets Trademarks as part of a link to or from any website unless establishment of such a link is approved in writing by us in advance.

All remarks, discussions, ideas, concepts, techniques, graphics or other submissions communicated to Tru-Markets through the Site (collectively "Submissions") will be deemed and remain the property of Tru-Markets, and Tru-Markets is entitled to any Submission without restriction or compensation to the person or entity who provided the Submission. Tru-Markets will not be subject to any obligation of confidentiality regarding any Submission except as expressly agreed by Tru-Markets or as otherwise required by applicable law or Tru-Markets' Privacy Policy.

O. **Limitations Of Use**

You agree to use this Site and its contents only for lawful purposes and as provided in any Tru-Markets Agreements. You are prohibited from any use of the Site or its contents that would constitute a violation of any applicable law, regulation, rule or ordinance or that could give rise to any civil or criminal liability. You agree, represent and warrant that all information you submit to or through this Site is true and accurate, is not fraudulent, does not violate any law, statute, ordinance or regulation, is not defamatory or libelous, and does not contain any information or data that is intended to damage or interfere with any system, data, or information. Any unauthorized use of the Site, including but not limited to unauthorized entry into Tru-Markets systems, misuse of passwords or misuse of any information posted on the Site is strictly prohibited. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Your eligibility for particular products or services is subject to final determination by Tru-Markets.

P. **Limitation of Liabilities and Warranties**

NEITHER TRU-MARKETS NOR ANY OF ITS AFFILIATES, PROVIDERS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, INDEPENDENT CONTRACTORS OR LICENSORS (COLLECTIVELY THE " TRU-MARKETS PARTIES") GUARANTEES THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE CONTENT, AND TRU-MARKETS DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE CONTENT.

THIS SITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. ADDITIONALLY, THE TRU-MARKETS PARTIES MAKE NO WARRANTIES AS TO THE RESULTS OF YOUR USE OF THE CONTENT OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DOES NOT AFFECT THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.

TRU-MARKETS MAY DISCONTINUE OR CHANGE THE CONTENT AND SITE AT ANY TIME WITHOUT ANY PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND THE TRU-MARKETS PARTIES DO NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. TRU-MARKETS RESERVES THE RIGHT TO TERMINATE ANY OR ALL SITE OFFERINGS OR TRANSMISSIONS WITHOUT PRIOR NOTICE TO YOU. THIS SITE COULD CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THIS SITE.

IN NO EVENT WILL THE TRU-MARKETS PARTIES BE LIABLE FOR ANY PUNITIVE, SPECIAL, DIRECT, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, OR PROFITS, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT AND TORT ACTIONS (INCLUDING LIBEL), ARISING OUT OF OR IN CONNECTION WITH THE USE, COPYING OR DISPLAY OF, OR THE INTERACTION OR ANY OTHER FORM OF COMMUNICATION WITH, THE SITE AND THE INFORMATION CONTAINED AT THE SITE (INCLUDING VIA COMPUTER VIRUSES OR ANY OTHER FORM OF SOFTWARE), EVEN IF THE TRU-MARKETS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IF YOUR USE OF MATERIALS FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. TRU-MARKETS IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THE SITE. YOU AGREE THAT, IF THE FOREGOING LIMITATION IS FOUND TO BE INVALID, THE TRU-MARKETS PARTIES' TOTAL

LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL BUYER OR SELLER BE LIABLE TO EACH OTHER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY LOST REVENUE OR ANTICIPATED PROFITS, ARISING OUT OF OR IN CONNECTION WITH SUCH TRANSACTION.

IN NO EVENT SHALL THE LIABILITY OF SELLER TO BUYER, OR BUYER TO SELLER, FOR ANY SUCH TRANSACTION EXCEED THE PURCHASE PRICE OF THE PURCHASED ITEMS AND, IF THE PURCHASED ITEMS HAVE ALREADY BEEN RELEASED TO BUYER, THE REASONABLE LOGISTICS COSTS INCURRED BY BUYER FOR THE TRANSPORTATION AND STORAGE OF THE PURCHASED ITEMS.

Q. **Indemnification**

You agree to indemnify and hold us harmless from and against any and all claims, losses, expenses, demands or liability, including attorney's fees and costs, incurred by us in connection with any claim by a third party (including any intellectual property claims) arising out of your violation of these Terms, applicable international, federal or state law, or any other person's rights, including but not limited to infringement of any copyright, trademark or violation of any proprietary, party confidentiality or privacy right. You further agree that you will fully cooperate in the defense of any such claims. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any such claim or matter without Tru-Markets' written consent.

R. **Waiver**

Tru-Markets' failure to enforce any of its rights under these Terms will not be construed as a waiver of those rights or any other rights in any way whatsoever.

S. **Termination**

Tru-Markets may terminate these Terms at any time, without notice, or suspend or terminate your access to and use of the Site, with or without cause, in Tru-Markets' absolute discretion, pursuant to other agreements that you may have with Tru-Markets, and without notice. However, notwithstanding termination of your use or access to the Site, the following provisions of these Terms will survive: Indemnification, Limitations of Liability and Warranties, Waivers, Dispute Resolution and Binding Arbitration and any other provision that by its terms survives termination of your use of or access to the Site.

T. **Dispute Resolution and Binding Arbitration**

You agree that you will notify Tru-Markets in writing of any claim or dispute concerning or relating to the Site and information or services provided through it, and give Tru-Markets a reasonable period of time, but not less than sixty (60) days to address it, before bringing any legal action against Tru-Markets.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND TRU-MARKETS, its agents, employees, principals, successors, assigns, affiliates arising from or relating to these Terms, its interpretation, or the breach, termination or validity thereof, SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) or JAMS. Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. The arbitration shall take place in the city of the principal place of business of Tru-Markets, Houston, Texas. In any dispute, NEITHER YOU NOR TRU-MARKETS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall not be enforced. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding, and may be entered as a judgment in any court of competent jurisdiction. The Arbitrator may

award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. **YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BELIMITED IN ARBITRATION.**

U. **Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

V. **General Provisions; Miscellaneous Provisions**

These Terms will be binding on, inure to the benefit of, and be enforceable against you and your respective successors and assigns. Neither your course of conduct nor trade practice shall act to modify any provision of these Terms. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms between you and Tru-Markets LLC. All rights not expressly granted herein are hereby reserved. Headings are for referenced purposes only and in no way define, limit, construe or describe the scope or extent of any section.

These Terms will be subject to any other agreements you have entered into with Tru-Markets. Furthermore, certain sections or pages on the Site may contain separate terms and conditions of use, which are in addition to these Terms. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

W. **Texas Law Applicable**

These Terms and the relationship between you and Tru-Markets shall be governed by the laws of the State of Texas without regard to any conflict of law provisions.