ENGINE NOTES LIMITED TERMS AND CONDITIONS

1. What's in these terms?

- We provide both a Vehicle marketing forum and an online auction platform (the "Platform") for three categories of Users: (1) social users who do not carry out any commercial activity either on or through the Platform ("Social Users") (2) classic car Sellers ("Sellers"); and (3) classic car Buyers ("Buyers").
 - 1.1.1.1. Category (1) **Social Users** utilise the website in a browsing capacity without any obligation to engage in an Auction whatsoever.
 - 1.1.2. Category (2) **Sellers** utilise the website in order to both advertise and sell their car through the Auction;
 - 1.1.3. Category (3) **Buyers** utilise the website to both find and buy cars which they can try to purchase via the Auction further to which a charge will be payable to us.
- 1.2. These terms and conditions tell you the rules for becoming a user of Engine Notes and of using our website https:// www.enginenotes.com (**the/our Site**).

2. Definitions

Auction: the online Vehicle auction facility as provided on the Platform to both Sellers and Buyers. **Bid**: the offer to buy a Lot at a specific price.

Bidder: a natural or legal person that is attempting to purchase an item at an auction.

Buyer: the person or entity registered with us and is accepted by us to submit a Bid and a successful **Bidder**: acknowledged by the Platform at the end of the auction to buy the Lot.

Charge: the charge paid by the Buyer to us for the use of the Platform, which is added to the successful Bid price.

Direct Sale: a privately negotiated sale, where items are not sold through the auction process.

Lot: a Vehicle being sold at auction through the Platform.

Reserve: the minimum price that the Seller is willing to accept for the Lot.

Seller: the person or entity registered with the Platform accepted by us to list for sale a Lot.

Social User; the person that registers to use the Site for non-commercial reasons and without either intention or desire to use the auction facilities offered on the Site.

Vehicle: any car or vehicle listed as a Lot on the Site.

Website: the Platform; the Site

3. Who we are and to contact us

- 3.1. Engine Notes is a site operated by Engine Notes Limited ("we"). We are a company, with company number 13182014 and our business address is Atlantic House 8 Bell Lane, Bellbrook Industrial Estate, Uckfield, East Sussex, England, TN22 1QL.
- 3.2. To contact us; by telephone on INSERT CONTACT NUMBER alternatively please info@enginenotes.com

4. By using subscribing you accept these terms

- 4.1. By using the Site, you confirm that you accept these terms of use and that you agree to comply with them.
- 4.2. If you do not agree to these terms, you cannot use the Site.

5. There are other terms that may apply to you

- 5.1. These terms of use refer to the following additional terms, which also apply to your use of our site:
 - 5.1.1. Our Privacy Policy [see <u>www.enginenotes.com/legal/privacy</u>]. See further under How we may use your personal information.
 - 5.1.2. Our User Code of Conduct set out in the Appendix below, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this User Code of Conduct.
 - 5.1.3. Our Cookie Policy [see <u>www.enginenotes.com/legal/cookie</u> policy], which sets out information about the cookies on our site.
- 5.2. Once a Seller has authorised Engine Notes to release its details to a Buyer following the conclusion of an Auction the Engine Notes service ends and separate terms and conditions may be entered into between the Seller and the Buyer.

6. We may make changes to these terms and to our site

- 6.1. We amend these terms from time to time. Every time you wish to use the Platform, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 27th June 2022.
- 6.2. We may update and change the Platform from time to time to reflect changes to our users' needs and our business priorities.

7. What we do and our services

7.1. We provide a platform that both holds both Seller information and the information corresponding to the Vehicles that the Sellers wish to sell as well as an online auction facility.

- 7.2. We also provide a platform where Buyers can choose to join an Auction so as to provide the opportunity to the Buyer to buy from the Seller.
- 7.3. If you choose to use the Auction as either Buyer or Seller then you will be bound by these terms including but not limited to the financial obligations contained herein,
- 7.4. The website is only available to Users.
- 7.5. There are three categories of Users (1) Social Users, who wish to browse the Site without any obligation to join an Auction(2) Sellers; who deposit both personal information and information regarding their Vehicles that are for sale for the purposes of being able to use the Auction (2) Buyers; who search for specific Vehicles that are for sale and want to use the Auction.
- 7.6. A Social User can choose to become either a Seller or a Buyer if he (the Social User) amends his use to that of either a Seller or a Buyer.
- 7.7. If a Social User wants to amend his Social use to that of either a Buyer or Seller then he (the Social User) will be bound by those terms that apply to both Buyers and Sellers as contained herein including but not limited to the obligations at clause 7.15 and 7.16.
- 7.8. Engine Notes ACT AS A FACILITATOR ON BEHALF OF BOTH SELLERS AND BUYERSUSER. We do not advertise or provide the Vehicles ourselves and we are not a sales agent for any Seller. Engine Notes is not involved in the sale contract process nor are we a party to the sale contract between the Buyer and the Seller. We do not hold title of any vehicle, inspect any vehicle, or have any vehicle in our legal possession.
- 7.9. When you use the Site we will obtain certain information from you, including personal information.
- 7.10. The information on the Platform has been provided by Users and we cannot guarantee that this information is accurate.
- 7.11. We reserve the right to reject any Vehicle for any reason from being added to the Platform.
- 7.12. We will, subject to clause 7.16, charge the Buyer the Charge upon completion of any Auction at a rate of the 4.5% of the Lot price subject both to a minimum Charge of £550 per Lot and a maximum Charge of £6,000 per Lot.
- 7.13. If our service is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event.
- 7.14. Both Buyers and Sellers will be fully responsible for their use of the Platform.
 - 7.14.1. Sellers if you subscribe as a Seller you agree to the following additional terms which do not apply to Social Users you warrant that they are 18 years old or over.
 - 7.14.2. you must provide the following information: name, address, date of birth, email, phone number, bank account details and such other information required by our third party payments processor may require whom we use for handling all card payments and credit checks. Any information you provide must be accurate, correct, up to date and not misleading.

- 7.14.3. you are the legal owner of any Lot and the Lot is free from any legal encumbrance, equitable encumbrance or otherwise. If any item listed in the Lot is subject to any third party encumbrance, such as finance or is listed as one of the car insurance write-off categories, the full nature of that third party encumbrance and/ or car insurance write-off category information must be obtained and clearly identified and detailed as part of the listing and you must confirm in writing that you have legal ownership of the Lot
- 7.14.4. you will provide us with the Reserve
- 7.14.5. once a price has been agreed for any Lot then you will be obliged to sell the Vehicle for said price
- 7.14.6.By subscribing to the Platform you agree to the provision of this information to be used in accordance with our Privacy Policy <u>www.enginenotes.com/legal/privacy</u>.
- 7.14.7. you cannot bid on either your own Lot or that of someone connected to you, nor can you have a friend or someone connected to the Seller's bid on the Seller's Lot. You will be liable to us and indemnify us for all losses, claims, liability, costs, damages, fines or expenses (including all legal costs) we suffer as a result of your breach of this clause.
- 7.14.8. you must agree to allow the sale of the Lot to proceed through the Platform and remove the Vehicle from sale via any other channel or medium whatsoever throughout the duration of the Auction. Failure to do so will incur liability for the Charge (4.5% of the reserve value subject to both a minimum of £550 and maximum of £6000). If you so sell your Lot prior to concluding a sale through the Platform, you must immediately remove the Lot from the Platform. Any Lot sold within 24 hours of the listing of the Lot being removed from the Platform will result in a liability on the Seller to pay us the Charge.
- 7.14.9. you must keep confidential any communications with us, Buyers and our payment partner. If you feel that your details have been compromised in any way, you must promptly notify us in writing.
- 7.14.10. you acknowledge that we shall use the information provided by the Sellers to identify and match the vehicle required by a Buyer.
- 7.14.11. you agree it is their individual responsibility to keep both your personal information and vehicle information up to date at all times and to respond to all requests from either the Buyers or us within a reasonable time.
- 7.14.12. you may amend or update both your information and/or the information corresponding to any Lot, including contact details, at any time.
- 7.14.13. you are not permitted to engage in any Direct Sales that are not transacted through the Site and we reserve the right to charge you the Charge (4.5% of the reserve value subject to both a minimum of £550 and maximum of £6000) due to us.
- 7.14.14. If the Lot does not sell when the Auction period is finished, you will be given the option to continue listing the Lot on the Platform for a period of 7 calendar days. The "Buy Now" price will be determined on the last reserve the Seller had agreed with us. Any Buyer that agrees to pay the Buy Now price on any Lot will immediately pay to us the Charge (4.5% of the reserve value subject to both a minimum of £550 and maximum of £6000)..

7.15. Buyers - if you subscribe as a Buyer you agree to the following additional terms which do not apply to Social Users

- 7.15.1. you must provide the following information: name, address, date of birth, email, phone number, and such other information required by our third party payments processor may require whom we use for handling all card payments and credit checks. Any information you provide must be accurate, correct, up to date and not misleading.
- 7.15.2. You agree that we can charge your credit card up to the Charge (4.5% of the reserve value subject to both a minimum of £550 and maximum of £6000) payable to us should the Buyer win a corresponding Auction. Our third-party payment provider, OPAYO, will put a hold on your credit or debit card for the Charge payable if you are the successful bidder. You will be providing credit or debit card information directly to OPAYO (formally SAGE PAY), which operates a secure server to process payment details, encrypting and tokenising your credit/debit card information and processing any pre- payment. By registering to make payment to us using the service you confirm that you accept and agree to be bound by Opayo's terms and acknowledge that they constitute a legally binding contract between Opayo and you.
- 7.15.3. You agree, without prejudice to clause 7.13.4, to allow us to charge any amount applicable to the Charge (4.5% of the reserve value subject to both a minimum of £550 and maximum of £6000) which is payable to us by the Buyer with the highest bid, which is automatically payable upon you winning an Auction, and you agree that the processing of the payment of the Charge to us at that time. It is your responsibility to ensure there are sufficient funds available regardless of any deferred payment that is made. If any payment is declined, the Bid may be cancelled by us.
- 7.15.4. You agree, acknowledge, and accept that we may take payment of the full Charge (4.5% of the reserve value subject to both a minimum of £550 and maximum of £6000) at the point that the Lot is presented. If either you are an unsuccessful Bidder or you withdraw from bidding for a Lot then this payment will be refunded to you in full. The timeframe for this refund will be subject to the terms of your payment provider. If you are successful Bidder then we shall retain this sum in settlement of the Charge.
- 7.15.5. You must keep confidential and you will be fully responsible for the use of our Platform and any communications with us, Sellers and our payment partner using those details. If you feel that your details have been compromised in any way, you must promptly notify us in writing.
- 7.15.6. You must not engage in direct sales that are not transacted through the Platform and where this has occurred, we reserve the right to charge the Buyer the Charge.
- 7.15.7. You must verify and check the details recorded in the Lot including but not limited to checking the make, model, condition, description, inspecting the Lot, all charges/ taxes related to the purchase.
- 7.15.8. You must be responsible for your Bid
- 7.15.9. You must, without prejudice to 7.15.10 below, pay the sale price of the Vehicle direct to the Seller in accordance with any terms agreed with the Seller further to the conclusion of the Auction.

- 7.15.10. You must pay the Charge(4.5% of the reserve value subject to both a minimum of £550 and maximum of £6000) to us for each vehicle that you purchase, at the Charge rates set out on the site from time to time; and we will continue to pursue payment via Opayo until the entire Charge has been paid. If Opayo are unable to take the Charge payable from your credit or debit card then you must, within 24 hours of the auction ending, make payment of the outstanding amount in one of the currencies specified, immediately available funds during normal banking hours to such bank account as we shall specify. If we do not receive this fee within 24 hours of the auction ending, or if you, as the successful Buyer, fail to complete the purchase of the Lot for any reason other than the default of the Seller, or lawful cancellation or termination of the purchase contract, we will assist the Seller to attempt to sell the Lot to an underbidder, the Charge payable to Engine Notes will remain payable.
- 7.15.11. Default payment is not received by us, we may also charge interest on any balance outstanding at the rate of 4% a year above the Bank of England's base rate.
- 7.15.12. You must conduct your dealings with Sellers in a professional and timely manner.

8. Rights to Cancel your User Account

- 8.1 Both Sellers and Buyers may cancel their user account within 14 days of the start of their use, following which the Seller, subject to clause 8.2, is entitled to a refund of any sums paid in advance of cancellation.
- 8.2 In the event that either the Seller or the Buyer wants immediate use of the services, then both the Seller and the Buyer agree to forego any right to full refund if cancellation takes place within 14 days of the start of their user account and shall be charged for the services used. Both the Seller's use and Buyer's of the services is acceptance of these conditions.
- 8.3 You may cancel your user account at any time. Requests to cancel must be received in writing. Other than as set out above in, no refunds will be given in respect of a cancelled user account for any reason.
- 8.4 We may terminate your user account if (a) you do not make any payment to us when it is due; (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us.

9. We may suspend or withdraw our site

9.1. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

10. We may transfer this agreement to someone else

10.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

11. You must keep your account details safe

- 11.1. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 11.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 11.3. If you know or suspect that anyone other than you knows your user identification code or password, you must immediately change your password and promptly notify us.

12. How you may use material on our site

- 12.1. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. All such rights are reserved.
- 12.2. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 12.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.4. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 12.5. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 12.6. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 12.7. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

13. We are not responsible for websites we link to

- 13.1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 13.2. We have no control over the contents of those sites or resources.

14. User-generated content is not approved by us

14.1. This website may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

15. How to complain about content uploaded by other users

15.1. If you wish to complain about content uploaded by other users, please contact us, using the contact details set out in *Who we are and how to contact us* above.

16. Our liability

- 16.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 16.2. We act as an intermediary on behalf of Users on our site and therefore are not liable to you under or in connection with any agreement you have in place with other Users, or of any acts or omissions of the other Users or its agents or representatives.
- 16.3. Our total liability to you in connection with our site is capped at a value equal to one year's usage.
- 16.4. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 16.5. We will not be liable to you for any:
 - 16.5.1. loss of profits, sales, business, or revenue;
 - 16.5.2. business interruption;
 - 16.5.3. loss of anticipated savings;
 - 16.5.4. loss of use or corruption of software, data or information;
 - 16.5.5. loss of business opportunity, goodwill or reputation; or
 - 16.5.6. any indirect or consequential loss or damage.

17. How we may use your personal information

- 17.1. We will only use your personal information as set out in our www.enginenotes.com/legal/privacy.
- 17.2. You acknowledge that they are acting as a data controller for the purpose of data protection legislation in connection with any personal data they obtain in connection with the site. It is the recruitment agency's and employer's responsibility to comply with its obligations as a data controller and to satisfy themselves of the legal grounds for processing any personal data.
- 17.3. We acknowledges that it will act as a data controller for the purposes of data protection legislation and that it will comply with its legal obligations in the provision of the site.

18. Uploading content to our site

- 18.1. Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our User Code of Conduct <u>www.enginenotes.com/legal/policies</u>.
- 18.2. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 18.3. Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in *Rights you are giving us to use material you upload* below.
- 18.4. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 18.5. We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our User Code of Conduct.
- 18.6. You are solely responsible for securing and backing up your content.

19. Rights you are giving us to use material you upload

- 19.1. When you upload or post content to our site, you grant us the following rights to use that content:
 - 19.1.1.a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service to expire when you delete the content from the site;
 - 19.1.2.a worldwide, non-exclusive, royalty-free, transferable licence for other Users to access and/or use the content for their purposes in connection with their use.

20. We are not responsible for viruses and you must not introduce them

- 20.1. We do not guarantee that our site will be secure or free from bugs or viruses.
- 20.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 20.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse

Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

21. Rules about linking to our site

- 21.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 21.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 21.3. You must not establish a link to our site in any website that is not owned by you.
- 21.4. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 21.5. We reserve the right to withdraw linking permission without notice.
- 21.6. The website in which you are linking must comply in all respects with the content standards set out in our User Code of Conduct .
- 21.7. If you wish to link to or make any use of content on our site other than that set out above, please contact us.

22. Applicable law

22.1. These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

User Code of Conduct

This User Code of Conduct sets out the content standards that apply when you upload content to our site, make contact with other Users on our site, link to our site, or interact with our site in any other way,

1. Prohibited uses

- 1.1. You may use our site only for lawful purposes. You may not use our site:
 - 1.1.1. In any way that breaches any applicable local, national or international law or regulation.
 - 1.1.2. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
 - 1.1.3. For the purpose of harming or attempting to harm minors in any way.
 - 1.1.4. To bully, insult, intimidate or humiliate any person.
 - 1.1.5. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
 - 1.1.6. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - 1.1.7. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

1.2. You also agree:

- 1.2.1. Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Terms and Conditions.
- 1.2.2. Not to access without authority, interfere with, damage or disrupt:
- 1.2.2.1. any part of our site;
- 1.2.2.2. any equipment or network on which our site is stored;
- 1.2.2.3. any software used in the provision of our site; or
- 1.2.2.4. any equipment or network or software owned or used by any third party.

2. Content standards

- 2.1. These content standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it.
- 2.2. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

- 2.3. Engine Notes will determine, in its discretion, whether a Contribution breaches the Content Standards.
- 2.4. A Contribution must:
 - 2.4.1. Be accurate (where it states facts).
 - 2.4.2. Be genuinely held (where it states opinions).
 - 2.4.3. Comply with the law applicable in England and Wales and in any country from which it is posted.
- 2.5. A Contribution must not:
 - 2.5.1. Be defamatory of any person.
 - 2.5.2. Be obscene, offensive, hateful or inflammatory.
 - 2.5.3. Bully, insult, intimidate or humiliate.
 - 2.5.4. Promote sexually explicit material.
 - 2.5.5. Include child sexual abuse material.
 - 2.5.6. Promote violence.
 - 2.5.7. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - 2.5.8. Infringe any copyright, database right or trade mark of any other person.
 - 2.5.9. Be likely to deceive any person.
 - 2.5.10. Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - 2.5.11. Promote any illegal content or activity.
 - 2.5.12. Be in contempt of court.
 - 2.5.13. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - 2.5.14. Be likely to harass, upset, embarrass, alarm or annoy any other person.
 - 2.5.15. Impersonate any person or misrepresent your identity or affiliation with any person.
 - 2.5.16. Give the impression that the Contribution emanates from Engine Notes, if this is not the case.
 - 2.5.17. Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
 - 2.5.18. Contain a statement which you know or believe, or have reasonable grounds for believing, that Users of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

2.5.19. Contain any advertising or promote any services or web links to other sites.

3. Breach of this policy

- 3.1. When we consider that a breach of this User Code of Conduct has occurred, we may take such action as we deem appropriate.
- 3.2. Failure to comply with this User Code of Conduct constitutes a material breach of the Terms and Conditions upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
 - 3.2.1. Immediate, temporary or permanent withdrawal of your right to use our site.
 - 3.2.2. Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
 - 3.2.3. Issue of a warning to you.
 - 3.2.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - 3.2.5. Further legal action against you.
 - 3.2.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 3.3. We exclude our liability for all action we may take in response to breaches of this User Code of Conduct. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.