

TERMS OF SERVICE AGREEMENT

AJTRANS INC d/b/a Mochiron Cars Global

Registered Address: 7220 NW 1st CT, Miami, FL 33150, USA

1. GENERAL PROVISIONS

1.1. This Terms of Service Agreement (“Agreement”) governs the procedure and conditions for using the Mochiron Cars Global platform owned by AJTRANS INC d/b/a Mochiron Cars Global, registered in the State of Florida, USA (“Company”), as well as the procedure for providing services to Clients.

1.2. This Agreement is a legally binding contract between the Company and any person using the Platform, personal account, Company services, or services related to the purchase, transport, and shipment of vehicles (“Client”).

1.3. Registration on the Platform, creation of a personal account, use of Platform functionality, placing bids, submitting a deposit, requesting services, or any interaction with the Company means that the Client:

- has read this Agreement;
- fully and unconditionally accepts all of its terms;
- agrees that acceptance of this Agreement in electronic form is legally equivalent to signing a bilateral written contract.

1.4. The Company reserves the right to unilaterally modify this Agreement.

The updated version is published on the Platform and becomes effective immediately upon posting.

Continued use of the Platform constitutes acceptance of the updated Agreement.

1.5. If the Client does not agree with the terms of the Agreement, they must stop using the Platform and the Company’s services.

2. DEFINITIONS

2.1. Company – AJTRANS INC d/b/a Mochiron Cars Global, as well as its affiliated entities, employees, representatives, agents, and contractors acting on behalf of the Company.

2.2. Client – any individual or legal entity registered and/or using the Platform or the Company’s services.

2.3. Platform – the set of websites, personal accounts, interfaces, APIs, and other electronic systems owned by the Company, including but not limited to the Mochiron website, through which the Client accesses auction lots, places bids, monitors status, and interacts with the Company.

2.4. Auction Houses – Copart, IAAI, Manheim, ADESA, OPENLANE, and any other auction platforms with which the Company cooperates directly or through partners.

2.5. Lot / Vehicle – any car, motorcycle, ATV, machinery, or vehicle listed on auction houses or offered through aggregators and partner sources.

2.6. Bid – an offer submitted by the Client through the Platform for the purpose of participating in auctions and purchasing a vehicle.

2.7. Deposit – a security payment made by the Client in favor of the Company to gain access to bidding and confirm their intent to fulfill obligations.

2.8. Company Services – a set of actions including providing access to lot information, submitting bids, assisting with purchases, organizing logistics, yard storage, loading, and shipment of vehicles.

2.9. AS-IS / WHERE-IS – a condition under which vehicles are sold “as is, where is” without any guarantees regarding condition, quality, or characteristics.

2.10. Business Day – a day when banks in the USA and in the Client’s jurisdiction perform standard operations.

3. REGISTRATION, ACCOUNT AND KYC

3.1. To use the Platform, the Client must register and create a personal account with accurate information.

3.2. The Company may conduct KYC (Know Your Customer) checks, including:

- passport or ID verification;
- driver's license;
- corporate documents for legal entities;
- proof of address;
- source of funds documentation where required by U.S. law or internal policies.

3.3. The Company may refuse registration or further service without explanation if:

- required documents were not provided;
- information appears doubtful;
- there is a risk of violating U.S. sanctions or AML laws;
- there are signs of fraud or abuse.

3.4. The Client must promptly update their information in case of changes.

3.5. The account is personal, and the Client is responsible for confidentiality and for all actions performed via their account.

4. SANCTIONS AND COMPLIANCE WITH U.S. LAW

4.1. The Company complies with all applicable U.S. laws, including OFAC regulations and AML/CFT requirements.

4.2. The Company does not provide services to persons, companies, or jurisdictions subject to U.S. or other international sanctions.

4.3. The Company may require additional information regarding citizenship, residency, beneficiaries, or source of funds.

4.4. If sanction risks are identified, the Company may:

- immediately block the account;
- suspend or terminate services;
- hold the deposit pending regulatory requirements.

5. DEPOSIT AND ACCESS LEVELS

5.1. A deposit is required to participate in auctions.

5.2. The deposit:

- is not a prepayment for a vehicle;
- does not automatically apply to payment for a winning bid;
- is not a Company commission;
- may be withheld if the Client violates obligations.

5.3. Access Levels:

- Bronze – \$1,000 deposit, bid limit up to \$20,000, max 5 active lots.
- Silver – \$2,000 deposit, bid limit up to \$50,000, max 10 active lots.
- Golden – \$4,000 deposit, bid limit up to \$200,000, max 20 active lots.

5.4. Access level is determined by deposit amount, client history, and internal risk assessment.

5.5. Deposits may be made via USD wire or USDT (TRC20). Details are provided separately.

5.6. The deposit may be withheld if:

- the Client wins a vehicle but fails to pay on time;
- the Agreement is violated;
- a chargeback is initiated;
- Client actions result in Company losses.

5.7. If there are no outstanding obligations, deposits are returned within a reasonable time.

6. SCOPE OF SERVICES AND COMPANY ROLE

6.1. The Company provides:

- access to lot information;
- bid submission functionality;
- participation in auctions on behalf of the Client;
- pickup from the auction house;
- delivery to the yard;
- storage, preparation, and loading;
- shipment to the destination;
- informational support.

6.2. The Company is not an auction house and is not responsible for auction rules or actions.

6.3. The Company acts as a representative of the Client within operational limits.

7. BID SUBMISSION PROCEDURE

7.1. The Client submits bids through the personal account.

7.2. Each bid:

- must comply with the access level limit;
- is subject to internal checks;
- requires manual confirmation by a Company manager.

7.3. The Company may:

- reject any bid;
- request additional confirmation;
- adjust the maximum bid limit by up to \$200.

7.4. The Client acknowledges that:

- bid submission does not guarantee acceptance;
- winning is not guaranteed;
- auction houses may change rules, re-run auctions, or cancel lots.

8. AS-IS / WHERE-IS SALES CONDITIONS

8.1. All vehicles purchased through auction houses are sold strictly AS-IS and WHERE-IS.

8.2. The Company provides no guarantees regarding:

- mechanical condition;
- cosmetic condition;
- history, mileage accuracy, prior repairs;
- presence of keys, documents, accessories;
- accuracy of auction descriptions.

8.3. The Client agrees to:

- review photos and descriptions before bidding;
- understand that photos may not show all damage;
- accept all risks associated with the purchase.

8.4. The Company is not responsible for pre-existing damage.

9. TRANSFER OF RISK AND RESPONSIBILITY

9.1. Risk of loss or damage:

- rests with the auction house until the vehicle is picked up;
- transfers to the Company once collected by the Company's carrier.

9.2. Risk transfers to the Client:

- upon physical delivery to the Client;
- or upon transfer to a carrier arranged by the Client.

10. DAMAGE CAUSED BY THE COMPANY

10.1. If the Client believes damage occurred while the vehicle was under Company responsibility, they must:

- notify by email immediately;
- provide detailed photos;
- include lot number, auction, and delivery date;
- prove that damage was absent in auction photos.

10.2. The Company will investigate:

- comparing auction photos;
- reviewing yard and logistics photos/videos;
- contacting carriers;
- inspecting the vehicle if possible.

10.3. If Company fault is confirmed, compensation may include:

- reimbursement of actual damage;
- partial refund;
- other agreed solutions.

10.4. If damage existed at the auction or the Client failed to review the lot, the Company is not liable.

11. LOGISTICS, TIMEFRAMES AND FORCE MAJEURE

11.1. The Company organizes logistics including pickup, yard storage, preparation, loading, and international shipment.

11.2. Delivery times are estimates and may vary due to:

- vessel delays;
- port congestion;
- weather;
- labor strikes;
- customs checks;
- sanctions or regulatory changes.

11.3. The Company does not guarantee delivery by specific dates and does not compensate indirect losses.

11.4. Force majeure events temporarily release the Company from responsibility.

12. COMMISSIONS AND FEES

12.1. Company commission:

- 4% of vehicle price (minimum \$500) for auction vehicles;
- 5% (minimum \$500) for new cars, aggregator vehicles, motorcycles, ATVs, machinery.

12.2. Commission applies only if the Client wins a vehicle.

12.3. Vehicle cost and all related fees must be paid as specified in the invoice.

12.4. Payment must be made within three (3) banking days.

12.5. In case of late payment, the Company may:

- charge penalties;
- withhold deposit;
- stop servicing the Client.

13. PAYMENTS, CHARGEBACKS AND REFUNDS

13.1. The Client must not initiate unjustified chargebacks.

13.2. Any chargeback attempt allows the Company to:

- immediately block the account;
- withhold the deposit;
- recover all damages including legal costs.

13.3. Refunds unrelated to Client violations are handled at the Company's discretion.

14. CLIENT OBLIGATIONS

14.1. The Client must:

- provide accurate information;
- comply with U.S. and local law;
- independently assess risks of auction purchases;
- review lot information before bidding;
- pay invoices on time;
- avoid using the Platform for illegal activities.

14.2. The Client acknowledges inherent risks associated with auction vehicles.

15. LIMITATION OF LIABILITY

15.1. The Company is not responsible for:

- auction house description errors;
- pre-existing damage;
- auction decisions;
- third-party delays;
- indirect losses or lost profits.

15.2. Liability is limited to documented direct damages.

15.3. Maximum liability cannot exceed the vehicle price or Company service fees.

16. NO WARRANTIES

16.1. The Platform is provided “as is”.

16.2. The Company makes no guarantees regarding:

- uninterrupted access;
- absence of technical issues;
- achieving Client expectations;
- winning auctions.

17. SERVICE DENIAL AND ACCOUNT BLOCKING

17.1. The Company may block the account if:

- the Agreement is violated;
- fraud is suspected;
- threats or aggressive behavior occur;
- regulatory risks arise.

17.2. Deposits may be withheld if violations exist.

18. CONFIDENTIALITY AND DATA

18.1. The Company processes data necessary to provide services and comply with U.S. law.

18.2. Reasonable data protection measures are used, but absolute security cannot be guaranteed.

19. GOVERNING LAW AND ARBITRATION

19.1. This Agreement is governed by Florida state law and applicable U.S. federal law.

19.2. Disputes must first be resolved through negotiation, then via arbitration in Miami-Dade County, Florida.

19.3. The Client waives the right to class action lawsuits.

20. CLAIMS PROCEDURE

20.1. Before filing suit, the Client must send a written claim with documentation.

20.2. The Company reviews claims within a reasonable timeframe.

21. AMENDMENTS

21.1. The Company may amend this Agreement unilaterally.

21.2. The updated version takes effect upon posting.

21.3. Continued use constitutes acceptance.

22. MISCELLANEOUS

22.1. Invalidity of any clause does not affect the rest.

22.2. This Agreement supersedes all prior arrangements.

22.3. The Client confirms awareness and acceptance of all terms.