

support@shift.com

Buyer Registration Details

Email bert.mahoney@gmail.com

Odometer	28,170
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\$829

Total Payment Due	\$21,893.90
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Payments

[illegible]

By signing below, Buyer agrees to purchase Vehicle as described above in accordance with this Acknowledgement. Buyer acknowledges that he or she has read and understands this Acknowledgment and that no other agreement has been made between Shift and the Buyer.

DocuSigned by:
Buyer Registrant 1 signature: 
CD1DBCDE933848A

Date: 3/27/2023

Buyer Registrant 2 signature: _____

Date: _____

Acknowledgement. This Buyer Acknowledgment (the "Acknowledgment"), effective as of the date executed (the "Effective Date"), is made by the individual identified on the first page hereof ("Buyer").

Purchase & Payment. Buyer acknowledges and affirms that Buyer has agreed to purchase the vehicle referenced herein (the "Vehicle") from Shift Operations LLC ("Shift") for the amounts set forth above in the section captioned "Total Payment Due." In the event Buyer is purchasing the Vehicle as part of a trade-in transaction and Buyer's Trade-In Credit Amount exceeds the Total Payment Due, Shift shall pay the amount of such surplus to Buyer in cash.

Financing & Deposit. Buyer may obtain a loan from a bank or other financial institution for the purchase of the Vehicle.

Ownership and Registration Documentation. Buyer acknowledges and agrees that Shift will complete all Vehicle transfer of ownership and registration paperwork and filings on behalf of Buyer for vehicles delivered in California, Oregon, and will complete permanent registration for any other state on behalf of the Customer through a third party registration service. Shift, acting by itself or through authorized service providers, will evidence the transfer of ownership of the Vehicle to Buyer by registering the Vehicle with the applicable Department of Motor Vehicles in the name of the Buyer, and will use commercially reasonable efforts to complete such registration. Buyer acknowledges and agrees that under no circumstances will Buyer attempt to transfer ownership or register the Vehicle him or herself, and further agrees not to take any action or inaction that will in any way frustrate or delay Shift's efforts to transfer ownership and/or register the Vehicle in Buyer's name. Buyer agrees to be liable for any and all liabilities arising out of or relating to Buyer's ownership and use of Vehicle from and after the Effective Date, including but not limited to moving or parking violations assessed against Buyer or the Vehicle and/or property or liability damages arising from any accident or collision involving the Vehicle, regardless of whether or not all applicable registration documentation has been completed and filed as of the date any such liability is incurred.

Warranty. The Vehicle is being sold with Shift's *Shift Certified* 30 Day Limited Warranty. Please see separate 30 Day Limited Warranty Agreement for terms and conditions.

Vehicle History; Recalls. Buyer acknowledges receipt of the Vehicle History Report which includes, among other things, the accident history of the Vehicle and any manufacturer recalls with respect to the Vehicle, in each case as reported by the third party preparer of the Vehicle History Report. Buyer acknowledges that the Vehicle History Report is prepared by a third party (such as CARFAX or Autocheck) and that Shift has not independently verified information provided in the third party Vehicle History Report. Accordingly, Shift makes no representations as to the accuracy or completeness of the Vehicle History Report and is not responsible for any errors or omissions contained in it, or for any damage or other information disclosed in updates made to the Vehicle History Report by the third party preparer after the time of sale. The Vehicle has been inspected and meets Shift stringent mechanical and cosmetic standards. However, the Vehicle may be subject to manufacturer recalls (whether or not reported in the Vehicle History Report), which, in turn, may require repairs and recall resolution. Buyer acknowledges that Shift is not responsible for repairing any manufacturer recalls that may affect the Vehicle, either at the time of sale or in the future. Please contact your local authorized dealership about any manufacturer recalls.

Return Policy: Non-Trade-In. Shift offers a limited return policy as follows: in no event will Buyer be entitled to return the Vehicle, and no refund will be issued by Shift to Buyer if, following the delivery of the Vehicle to Buyer: (i) more than seven (7) calendar days have elapsed, (ii) the Vehicle has been driven more than 200 miles, or (iii) the Vehicle has suffered any damage, defect, harm or impairment of any kind whatsoever, whether mechanical, cosmetic or otherwise, regardless of how caused. Shift's acceptance of a returned vehicle is subject to Shift's satisfactory inspection of the Vehicle upon receipt, and Shift is not obligated to accept for return a Vehicle that does not pass such inspection. Any refund amount to which Buyer is entitled will be issued by check or Stripe following Shift's receipt, inspection and processing of the Vehicle; provided that any out-of-state shipping fees, if applicable, are nonrefundable. Buyer is responsible for any shipping or transfer costs associated with the return of the Vehicle, unless or as otherwise arranged by Shift. Further, the foregoing

return policy shall only apply to Buyer's first purchase of a vehicle through Shift; any subsequent purchase made through Shift following an initial Vehicle purchase and return shall be final and irrevocable, and shall not be subject to a return period.

Return Policy: Trade-In. Upon return of a Vehicle purchased as part of a trade-in transaction, at Buyer's election: (i) if and only if Buyer's trade-in vehicle remains in Shift's inventory, Buyer may cancel all contracts entered into in connection with Buyer's purchase of the Vehicle, return the purchased Vehicle, take back possession of the trade-in vehicle and receive a refund of any amounts paid by Buyer towards the purchase price of the purchased Vehicle and any applicable taxes and fees, minus the cost of any repairs made by Shift to the trade-in vehicle, or (ii) Buyer may cancel all contracts entered into in connection with Buyer's purchase of the Vehicle, return the purchased Vehicle and receive a full refund of any amounts paid by Buyer towards the purchase price of the purchased Vehicle and any applicable taxes and fees, including a cash payment equal to the amount of the Trade-In Credit Amount.

Notwithstanding the foregoing, Buyer understands and agrees that Shift is under no obligation to hold Buyer's trade-in vehicle in inventory at any point during the return period, and accordingly, if Buyer's trade-in vehicle is sold on or prior to the date Buyer wishes to return the Vehicle, option (i) shall not be available to Buyer. The foregoing return policy is subject to the following conditions and limitations: in no event will Buyer be entitled to return the Vehicle, and no refund or other consideration will be issued by Shift to Buyer if, following the delivery of the Vehicle to Buyer: (i) more than seven (7) calendar days have elapsed, (ii) the Vehicle has been driven more than 200 miles, or (iii) the Vehicle has suffered any damage, defect, harm or impairment of any kind whatsoever, whether mechanical, cosmetic or otherwise, regardless of how caused. Shift's acceptance of a returned vehicle is subject to Shift's satisfactory inspection of the Vehicle upon receipt, and Shift is not obligated to accept for return a Vehicle that does not pass such inspection. Any refund amount to which Buyer is entitled will be issued by check or Stripe following Shift's receipt, inspection and processing of the Vehicle; provided that any out-of-state shipping fees, if applicable, are nonrefundable. Buyer is responsible for any shipping or transfer costs associated with the return.

Default On Vehicle Purchase. If you pay for your Vehicle with a check, cashier's check or other form of payment that is determined to be invalid, if your payment through Stripe or another third party payment servicer fails, or if you otherwise defraud Shift from payment in full for the Vehicle (a "Default"), which includes the deposit, initial down payment of the vehicle and any additional ancillary products or features associated with the completion of the vehicle sale, and you have already taken possession of the Vehicle, Shift will make a reasonable number of attempts to contact you to obtain payment in full for the Vehicle. If Shift is not able to contact you after a reasonably diligent effort or if you evade payment, Shift reserves the right to take any and all steps necessary to collect payment for the Vehicle, including but not limited to reporting the Vehicle to the authorities as stolen and/or referring the matter to a collections agency and/or reporting the Vehicle to the authorities as stolen. In such an event, you agree that you will have no recourse to Shift. You will pay our reasonable costs to collect what you owe, including attorney fees, court / arbitration costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 for any check you give to us that is dishonored.

If you Default and Shift is not able to contact you after a reasonably diligent effort or you evade payment, Shift may also pursue repossession of your Vehicle if we do so peacefully and the law allows it. If your Vehicle has an electronic tracking device, you agree that we may use the device to find the Vehicle. If we take the Vehicle, any accessories, equipment and replacement parts will stay with the Vehicle. If any personal items are in the Vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows. If we repossess the Vehicle, you may pay to get it back ("redeem"). You may redeem the Vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the Vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking any other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the Vehicle.

Front License Plate and Plate Mount. Buyer acknowledges that the Vehicle may be delivered to Buyer without a front license plate and front plate mount pre-installed on the Vehicle. Buyer acknowledges that, where the front plate and front plate mount have not been pre-installed on the Vehicle, it is Buyer's sole responsibility to mount and install the license plate in accordance with the laws of the state in which the Vehicle is registered. Shift is not liable for Buyer's failure to mount or display the front license plate.

Arbitration and Class Action Waiver.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS BUYER'S LEGAL RIGHTS, INCLUDING BUYER'S RIGHT TO FILE A LAWSUIT IN COURT. This section affects interstate commerce and the Federal Arbitration Act governs this arbitration provision. Except for small claims and claims to protect a party's intellectual property rights, all other disputes between the parties (including those related to use of the Shift platform or those arising before this Agreement) shall be resolved by binding arbitration. Before initiating arbitration, each party must first attempt to settle the dispute through negotiation with Shift. Buyers may contact support@shift.com to initiate negotiations. Buyer also agrees to submit to a Vehicle inspection, conducted by Shift at a Shift facility. If negotiations between the parties are not successful, a party may initiate an arbitration, which shall be administered by the American Arbitration Association ("AAA") under the [Consumer Arbitration Rules](#) ("AAA Rules"). The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement. Please consult the [AAA Rules](#) or instructions on initiating an arbitration. Buyer understands that the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

AAA will charge Buyers \$200 to initiate an arbitration against Shift, and Buyer shall pay for his or her attorneys' fees unless prohibited by law. If the arbitrator finds the arbitration to be non-frivolous, Shift will pay all other fees invoiced by AAA, including filing fees and arbitrator and hearing expenses. Arbitration for Buyers residing in the United States may take place in the county where Buyer resides at the time of filing. Arbitration for Buyers residing out of the United States shall be initiated in California. The parties agree to submit to the personal jurisdiction of any federal or state court in San Francisco County, California to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

BUYER AND SHIFT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN BUYER'S OR SHIFT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If this class action waiver is void or unenforceable, then the arbitration provision will be null and void in its entirety. Buyer can opt out of this arbitration and class action waiver provision by sending a notice with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT" to legal@shift.com within thirty (30) days of signing this Agreement. If Buyer opts out, Shift will not be bound either. This Arbitration and Class Action Waiver section shall survive any termination of this Agreement.

Miscellaneous. This Acknowledgment will be construed in accordance with and governed by the laws of the State of Delaware without regard to any conflict of laws principles. If any provision of this Acknowledgment is unenforceable or invalid, then (i) such provision shall be adjusted or limited to the minimum extent necessary to cure such invalidity or unenforceability; and (ii) the balance of this Acknowledgment shall be enforced in accordance with its terms.



Shift Operations LLC
 1 (855) 744-3873
 support@shift.com

SHIFT CERTIFIED LIMITED WARRANTY

This Limited Warranty (the "Limited Warranty") is made by and between the individual(s) listed below as Limited Warranty Holder and Shift Operations LLC, a Delaware limited liability company with its principal place of business at 2525 16th Street Suite 310, San Francisco, California, 94103 ("Shift"). This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

PLEASE READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY AS IT CONTAINS IMPORTANT TERMS AND CONDITIONS GOVERNING YOUR LIMITED WARRANTY.

Owner (Limited Warranty Holder)

Name Joseph Bert Mahoney

Registration Address (Street) 5025 Thacher Road

City Ojai

State CALIFORNIA

Zip 93023

Email bert.mahoney@gmail.com

Co-Owner (if applicable)

Name

Vehicle Description

Year 2019

Make Volkswagen

Model e-Golf

VIN WVWKR7AUXKW909629

Odometer 28,170

Limited Warranty Terms

Effective Date

3/27/2023

Term of Coverage

30 days or 1,000 Miles

Covered Systems

Powertrain (see below)

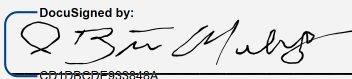
Deductible

\$100

Extended Warranty Purchased?

No

By signing below, I acknowledge that I have read the Shift Certified Limited Warranty and that Shift has explained the terms and conditions thereof and provided me a physical or electronic copy of both.

Owner signature: 
DocuSigned by: CD1D6CDE933848A...

Date: 3/27/2023

Co-Owner signature: _____

Date: _____



ADMINISTRATOR: Shift Operations LLC is the authorized administrator of this Limited Warranty. Unless otherwise agreed by Shift in writing, it shall be your responsibility to transport the vehicle to a Shift repair facility in order to receive services pursuant to this Limited Warranty. Shift may, at its sole discretion, elect to perform any repair, maintenance or other mechanical services required hereunder itself or may engage a third party mechanic or other services provider for such purposes. Shift will pay 100% of the labor and 100% of the parts for any covered system that fails during the limited warranty period, provided however that the Owners will be responsible for a one-time \$100 deductible payment before Shift pays any costs incurred. You may contact Shift at support@shift.com or (855) 744-3801 to arrange for service pursuant to this Limited Warranty.

LIMITED WARRANTY PERIOD: This Limited Warranty begins on the Effective Date and expires upon the first to occur of any event listed in the "Term of Coverage" set forth in the table above. Effective date begins when the Customer takes physical possession of the vehicle.

COVERED PARTS:

Gasoline engine: All internally lubricated parts, all seals and gaskets, cylinder block and heads, intake and exhaust manifold, oil pump, engine mounts, flywheel, valve covers, water pump, harmonic balancer, crankshaft bearings, valve train, camshaft bearings, connecting rods and bearings

Transmission: Transmission case and all internal parts, seals and gaskets, torque converter, transfer case, governor, transmission mounts, vacuum modulator, input / output shafts, automatic transmission clutches, bands, thrust bearings, washers, electronic control unit

Drivetrain components: Final drive and all internal parts, constant velocity joints, axles shafts and bearings, locking hubs, drive axle housing and internal parts, axle supports, front differential including bearings and case, propeller shafts, differential side and pinion gears, disc or cone-limited slip

Fuel delivery components: Fuel pump, throttle body, EFI sensor / control units, factory-installed turbocharger and supercharger, seals and gaskets, and diesel fuel injection pump

WHAT IS NOT COVERED:

- 1) Any part not specifically mentioned in the "Covered Components" section above
- 2) Any claim made that relates in whole or in part to a problem or issue that was noted (i.e., marked as "red" or "yellow") in the original Mechanical Inspection Report prepared by Shift and delivered to you in connection with your purchase of the Vehicle
- 3) Any claim made by a person not listed as owner or co-owner on this limited warranty contract
- 4) Repairs or replacements not authorized in advance by Shift
- 5) Any mechanical breakdown or failure that resulted from non-standard or high performance parts, alternate fuels, mechanical alteration, or any mechanical breakdown that results from overheating (regardless of the cause) or lack of oil / lubricant, or any driver negligence or misuse
- 6) Any part or repair covered by insurance, existing manufacturer's or third party extended warranty, or recall program
- 7) Any vehicle in which the odometer has been tampered with, altered, disconnected, or is not working
- 8) The following, unless required in relation to a covered repair: adjustments, wheel or suspension alignments, engine tune-ups, grinding valves, refrigerants, reprogramming
- 9) Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond reasonable control
- 10) A part or component that a repair facility may recommend replacing but which has not failed
- 11) Maintenance services and parts described in the Manufacturer's Maintenance schedule

AGGREGATE LIMIT OF LIABILITY: The aggregate total of all repairs and benefits paid or payable while this Limited Warranty is in force shall not exceed the lesser of (i) the NADA retail value of the covered vehicle at time of current repair, or (ii) five thousand dollars (\$5000.00).

Certificate Of Completion

Envelope Id: 03AB4819AAA14D818703D70B172DFB4E

Status: Completed

Subject: Buyer acknowledgment - Signature requested by Shift

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Shift

AutoNav: Enabled

290 Division St

Envelope Stamping: Enabled

San Francisco, CA 94114

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

contracts@shift.com

IP Address: 54.212.101.12

Record Tracking

Status: Original

Holder: Shift

Location: DocuSign

3/27/2023 2:07:55 PM

contracts@shift.com

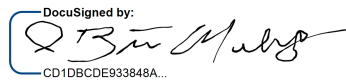
Signer Events

Joseph Bert Mahoney

bert.mahoney@gmail.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



CD1DBCDE933848A...

Signature Adoption: Drawn on Device

Using IP Address: 67.52.99.2

Timestamp

Sent: 3/27/2023 2:07:57 PM

Viewed: 3/27/2023 2:55:55 PM

Signed: 3/27/2023 2:57:26 PM

Electronic Record and Signature Disclosure:

Accepted: 3/27/2023 2:55:55 PM

ID: ecb71e41-fe3a-4aaa-9789-946675b7d63c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/27/2023 2:07:57 PM

Certified Delivered

Security Checked

3/27/2023 2:55:55 PM

Signing Complete

Security Checked

3/27/2023 2:57:26 PM

Completed

Security Checked

3/27/2023 2:57:26 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ST API (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ST API:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: devops-accounts+docusign@shift.com

To advise ST API of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at devops-accounts+docusign@shift.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ST API

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to devops-accounts+docusign@shift.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ST API

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to devops-accounts+docusign@shift.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ST API as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ST API during the course of your relationship with ST API.