

BASSANI'S AUCTION HOUSE

DILLON@BASSANIS.CO.ZA

WWW.BASSANIS.CO.ZA

PHONE: +27 82 901 8833

TERMS OF SERVICE

THESE TERMS OF USE (THESE "TERMS OF USE") DEFINE THE RELATIONSHIP BETWEEN AUCTION MOBILITY LLC (THE "COMPANY", "WE", "US" OR "OUR") AND YOU, THE PERSON ACCESSING OUR AUCTION EXPERIENCE MANAGEMENT PLATFORM OVER THE WEB AT [HTTPS://WWW.BASSANIS.CO.ZA](https://www.bassanis.co.za) (THE "SITE") AND/OR DOWNLOADING OR USING OUR AUCTION EXPERIENCE MANAGEMENT PLATFORM MOBILE APPLICATION(S) (THE "APPLICATION") AND REGISTERING FOR OUR SERVICES ("YOU" OR "YOUR"). WE MAKE THE SITE AND APPLICATION AVAILABLE TO YOU ON BEHALF OF **BASSANI'S AUCTIONEERS** (THE "AUCTION HOUSE"). BY USING THIS SITE AND APPLICATION, YOU AGREE TO BE BOUND BY THE AUCTION HOUSE'S CONDITIONS OF SALE, [LOCATED HERE](#), WHICH ARE INCORPORATED BY REFERENCE. YOU ACKNOWLEDGE THAT WE ARE NOT A PARTY TO YOUR PURCHASE OF ITEMS FROM THE AUCTION HOUSE, AND THAT THE PURCHASE AND SALE OF ITEMS IS A TRANSACTION CONDUCTED EXCLUSIVELY BETWEEN YOU AND THE AUCTION HOUSE, AND NOT BETWEEN YOU AND AUCTION MOBILITY. YOU MAY USE THE SERVICES (DEFINED BELOW) ONLY IF YOU CAN FORM A BINDING CONTRACT WITH US AND ARE NOT A PERSON BARRED FROM RECEIVING THE SERVICES UNDER THE LAWS OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. IF YOU CANNOT CONFIRM THE FOREGOING, THEN YOU MUST NOT ACCEPT THESE TERMS OF USE AND MAY NOT DOWNLOAD OR USE THE SITE OR APPLICATION OR USE THE SERVICES. YOU MAY USE THE SERVICES ONLY IN COMPLIANCE WITH THESE TERMS OF USE AND ALL APPLICABLE LAWS AND REGULATIONS.

Binding Arbitration

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THESE TERMS OF USE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED "BINDING ARBITRATION AND APPLICABLE LAW" BELOW. PLEASE READ THE SECTION TITLED "BINDING BILATERAL ARBITRATION AND APPLICABLE LAW" CAREFULLY.

Services

We may amend these Terms of Use at any time by posting the revised Terms of Use on the Site and Application. We may terminate these Terms of Use at any time by suspending or terminating access to the Services and/or notifying you. You can see when these Terms of Use were last revised by referring to the "Updated" legend above. The Site and Application allow you to place bids, monitor live auctions and perform other related activities in connection with the Auction House (collectively, the "Services"). Your continued use of the Services after we have posted revised Terms of Use signifies your acceptance of such

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revised Terms of Use. No amendment or modification of these Terms of Use will be binding unless in writing and signed by our duly authorized representative or posted to the Site and/or Application by our duly authorized representative.

Agreement with Respect to Terms of Use

These Terms of Use constitute a legally binding agreement between the Company and you. You acknowledge that you have read these Terms of Use, and accept, understand and will be bound by such terms and conditions. You further acknowledge that these Terms of Use, together with the Privacy Policy (defined below) and terms governing any individual section of the Site or Application, represent the complete and exclusive agreement between us, and supersede any proposal or prior agreement oral or written, and any other communications between us relating to the Site, Application and Services.

Registration and Privacy

To register with us and use the Site or Application, we require that you provide certain information, including your name, email address, username and password (collectively, your "Account Information"). If you provide any information that is untrue, inaccurate, not current or incomplete, or if you impersonate someone else, or we have reasonable grounds to suspect so, we may terminate your account and refuse any and all current or future use of the Site and Application by you.

We are committed to your privacy, and our privacy policy (the "Privacy Policy") explains how we use, store and protect your Account Information and other information you provide to us. You can read the Privacy Policy [here](#).

You are solely responsible for maintaining the confidentiality of your user name and password. You must notify us immediately of any unauthorized use of your Account Information. We will not be responsible for any losses arising out of the unauthorized use of your account and you will indemnify and hold us harmless from and against any losses, damages, claims or liabilities relating to the improper, unauthorized or illegal uses of your account.

If you are a user accessing Services from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the Services, which is governed by U.S. law, you are transferring your personal information to the United States and you consent to such transfer.

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Use and Restrictions

Content

All text, videos, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork and computer code, including but not limited to design, structure, "look and feel" and arrangement of the content available on the Site and Application (collectively, "Content") is owned, controlled or licensed by or to us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

The Application and Services are licensed, not sold. The Content, Site and Application, and all related intellectual property, are solely and exclusively owned by us and/or our licensors and suppliers. We grant you a personal, limited, nontransferable license to download, display and use the Application and use the Services available through the Site strictly in accordance with these Terms of Use. This license does not allow you to use the Application on any device that you do not own or control. You may not copy, reproduce, republish, post, publicly display, translate or distribute the Application or Content in any way, except as specifically authorized by the features and functions of the Services (such as posting to or sharing images with certain social media sites). We grant you no license by implication or estoppel, and reserve all rights not expressly granted in these Terms of Use. The license granted to you pursuant to these Terms of Use is solely for your personal use (but not for resale or redistribution) as a user of the Services, and may not be used for any other purposes. You shall not reverse engineer, de-compile, or otherwise translate, in any way, the Content and user interface(s) made available from, on or through the Application or Site. You have no right or claim of right to the Content or any unique ideas found on the Application or Site.

Links to Other Sites

The Application and Site contain links to other independent third-party web sites, and we provide links to third-party websites as part of the Services (in all cases "Linked Sites"). These Linked Sites are provided solely as a convenience to you and based upon your Account Information or the Content you elect to view. Such Linked Sites are not under our control, and we are not responsible for and do not endorse the content of such Linked Sites, including any products, information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites. Some of the content served by us will be from affiliated merchant sites, and sales through these affiliated sites may generate a commission payable to us. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of third party web sites, including, without limitation, Linked Sites and websites linking to the Application and/or Site. You should review applicable terms and policies,

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including privacy and data gathering practices, of third party web sites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Prohibited Uses

You may not use the Application, Site or Services for illegal or unlawful or malicious activities or for activities that we deem improper for any reason whatsoever in our sole judgment. While using the Application, Site and Services, you may not: (a) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information; (b) defame, abuse, harass, stalk, intimidate, bully, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (c) access or use (or attempt to access or use) another user's account without permission, or solicit another user's login information; (d) transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items of a destructive nature; (e) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Application, Site or Services; (f) "frame" or "mirror" any portion of the Application, Site or Services; (g) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Application, Site or Services; (h) harvest or collect information about or from other users of the Application, Site or Services; (i) use the Application, Site or Services for any illegal activity; (j) probe, scan or test the vulnerability of the Application or Site, nor breach the security or authentication measures on the Application or Site or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Application or Site, such as a denial of service attack; (k) access or use any portion of the Content or Services if you are a direct or indirect competitor of the Company, or provide, disclose or transmit any portion of the Content to any direct or indirect competitor of the Company; (l) use or distribute any Content to directly or indirectly create or contribute to the development of any database or product; or (m) facilitate or encourage any violations of this Section.

Warranties, Disclaimers and Limitations of Liability

Your Warranties

You represent and warrant to us that (a) all information, including, without limitation, Account Information, that you provide to us is accurate and truthful, (b) you have the authority to share Account Information with us and to grant us the right to use Account Information as provided in these Terms of Use and Privacy Policy and (c) your use of the Services pursuant to these Terms of Use does not violate any applicable law or other contract or obligation to which you are a party or are otherwise bound.

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Disclaimer of Warranties

ALTHOUGH WE MAKE EFFORTS TO PROVIDE AN ACCURATE APPLICATION AND SITE, THE APPLICATION, SITE AND ALL PARTS THEREOF ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WITH RESPECT TO THE APPLICATION, THE SITE, THE SERVICES, AND ANY INFORMATION OR DATA WE PROVIDE TO YOU, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND (4) THAT ACCESS TO OR USE OF THE APPLICATION, SITE, CONTENT OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. ANY RELIANCE UPON THE APPLICATION, SITE AND SERVICES IS AT YOUR OWN RISK.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND UNINSTALL THE APPLICATION.

Please note that we do not have control over, and cannot guarantee the existence, quality, safety or legality of any item offered by the Auction House, the truth or accuracy of Auction House representations, or the ability of Auction House to sell any item.

Your reliance upon the information available on the Application and/or Site or through use of the Services and your interactions with third parties identified through the Services is SOLELY AT YOUR OWN RISK. The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet, mobile devices and electronic communications and mail delivery systems. We are not responsible for any delays, delivery failures or other damages resulting from such problems. We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Application, Site and Services, or any portion thereof; and (2) to interrupt the operation of the Application, the Site and/or provision of Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes, or to comply with laws.

Some jurisdictions do not allow the above disclaimer of warranties, so such disclaimers might not apply to you.

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Limitations of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, APPLICATION OR THEIR RESPECTIVE CONTENT, WITH THE DELAY OR INABILITY TO ACCESS OR USE THE SITE, THE APPLICATION OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, SOFTWARE, PRODUCTS AND SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SITE, THE APPLICATION OR THEIR RESPECTIVE CONTENT, OR OTHERWISE ARISING OUT OF THE USE OR ACCESS OF THE SITE, USE OF THE APPLICATION OR USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ANY SERVICES OR CONTENT MADE AVAILABLE OR OBTAINED THROUGH THE USE OF THE SITE OR THE APPLICATION, AND ALL OTHER USE OF THE SITE OR APPLICATION, IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS THEREFROM.

THE AGGREGATE AND CUMULATIVE LIABILITY OF COMPANY TO YOU OR ANY THIRD PARTY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF USE SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, THE APPLICATION OR THEIR RESPECTIVE CONTENT, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND UNINSTALL THE APPLICATION.

Some jurisdictions do not allow the above limitation of liability and/or exclusion of damages, so such limitations and exclusions might not apply to you.

Release

If you have a dispute with the Auction House, you release Company (and its affiliates and subsidiaries, and its and their respective officers, directors, employees and agents) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. **IN ENTERING INTO THIS RELEASE, YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE**

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COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

Indemnification

You will indemnify and hold the Company and its Affiliates harmless with respect to any suits or claims arising out of (i) your breach of these Terms of Use, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; (ii) your fraudulent or malicious use of the Site, the Application and/or Services or your misuse or abuse of the Site, Application and/or Services or (iii) your violation of applicable laws, rules or regulations in connection with your use of the Site, Application or Services. YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY, ITS THIRD-PARTY VENDORS, CORPORATE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF ANY CONTENT SUBMITTED, POSTED, OR OTHERWISE PROVIDED BY YOU TO THE COMPANY AND/OR ITS PARTNERS AND ANY BREACH BY YOU OR YOUR AFFILIATES, EMPLOYEES, AGENTS AND REPRESENTATIVES OF THESE TERMS OF USE.

Consent to Electronic Notice

By using the Site, the Application or the Services, you agree that Company may communicate with you electronically regarding administrative, security and other issues relating to your use of the Site, Application and Services. You agree that any notices, agreements, disclosures or other communications that Company sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The foregoing does not affect your statutory rights.

Governing Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the Commonwealth of Massachusetts, United States, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute between you and Company.

Binding Bilateral Arbitration and Applicable Law (Continued from Section titled "Binding Arbitration" above)

PLEASE READ THIS SECTION CAREFULLY. You and Company agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the Terms of Use, your use of or access to the

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Site, Application and Services, or any products or services sold or purchased through the Services, will be resolved in accordance with the provisions set forth in this Section.

1. Agreement to Arbitrate

You and Company each agree that any and all disputes or claims that have arisen or may arise between you and Company relating in any way to or arising out of this or previous versions of the Terms of Use, the relationship between you and Company, your use of or access to the Site, Application or Services, or any products or services sold, offered, or purchased through the Services (a "Dispute") shall be resolved exclusively through final and binding arbitration, and not in court.

Notwithstanding the choice of law provision governing the Terms of Use above entitled "Governing Law", the Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate to the maximum extent possible and to the exclusion of any conflicting federal or state laws. The Terms of Use and this Agreement to Arbitrate contemplate a transaction involving interstate commerce.

2. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. YOU THEREFORE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO FILE, COMMENCE OR PARTICIPATE IN ANY CLASS ACTION OR CLASS ARBITRATION AGAINST COMPANY OR ANY PUTATIVE CLASS ACTION OR CLASS ARBITRATION AGAINST COMPANY. UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS. If a court decides that applicable law precludes enforcement of any limitations in this Agreement as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and Company's right to appeal the court's decision. All other claims will be arbitrated.

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3. Arbitration Procedures

Notwithstanding any contrary provision in the FAA or the applicable AAA rules, all issues in a Dispute are for the arbitrator to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable) ("AAA Rules"), as modified by this Agreement to Arbitrate. The rules promulgated by the AAA concerning class arbitration shall not apply. The AAA Rules will govern the number of arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to Company at the Notice address below. You acknowledge that you have access to the AAA Rules and consent to them and that you can obtain a printed copy of the AAA Rules from Company or AAA. In the event of any conflict between the AAA Rules and this Agreement to Arbitrate, this Agreement to Arbitrate shall control and the arbitrator is bound by the terms of this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute that identifies your name, contact information, a description of the dispute, and your requested relief ("Notice"). The Notice to Company should be sent to Auction Mobility, attn. President, 192 South St., Suite 600, Boston, Massachusetts 02111, United States. Company will send any Notice to you to the physical address we have on file associated with your Company account, with a copy to your email address on file; it is your responsibility to keep your physical address and email address up to date.

If you and Company are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Company may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to Company at Auction Mobility, attn. President, 192 South St., Suite 600, Boston, Massachusetts 02111, United States. If Company initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your Company account, with a copy to your email address on file. Any settlement offer made by you or Company shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in Boston, Massachusetts, United States.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different

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users, but is bound by rulings in prior arbitrations involving the same Company user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The arbitrator shall have the authority to compel adequate discovery for the resolution of the Dispute and to award such relief as would otherwise be permitted by law; provided, however, that in no event shall the right to discovery granted to the parties exceed 25 interrogatories, 35 documents requests, 10 third-party subpoenas, and three depositions (of not more than seven hours each), including third-party depositions, per side. The parties may submit such pre-arbitration and post-arbitration briefs (including briefs during arbitration) as they choose, provided that no party shall submit briefing exceeding a reasonable page limitation to be set by the arbitrator. If any party submits a motion, the arbitrator shall consider the motion and either deny it or request opposition briefing by the non-moving party, which shall not be required until requested by the arbitrator. The arbitrator may not grant a motion without allowing the opposing party an opportunity to oppose. The total length of the arbitration hearings on the merits shall not exceed 25 hours of hearing time, to be divided equally between the opposing sides. All discovery shall be completed no later than one hundred 120 days after appointment of the arbitrator. The hearing shall be concluded no later than 180 days after appointment of the arbitrator, unless the arbitrator's schedule requires a later hearing. The arbitrator may only extend these limits at the request of a party when the arbitrator finds exceptional cause for the extension. The parties may extend these limits upon their agreement.

a. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate.

b. Severability

With the exception of any of the provisions in Section 1 above ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

c. Opt-Out Procedure

IF YOU ARE A NEW COMPANY USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING COMPANY A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF USE FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE

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TO Auction Mobility, attn. President, 192 South St., Suite 600, Boston, Massachusetts 02111, United States.

Your Opt-Out Notice must include your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the Company account(s) to which the opt-out applies. You must sign and date the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with Company.

This Agreement to Arbitrate shall survive termination of this Agreement.

4. Judicial Forum for Legal Disputes

Unless you and Company agree otherwise, if the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Company must be resolved exclusively by a state or federal court located in Boston, Massachusetts, United States. You and Company agree to submit to the personal jurisdiction of the courts located within Boston, Massachusetts, United States for the purpose of litigating all such claims or disputes.

Interpretation

These Terms of Use are intended to be interpreted in the English language, and any translation is made for the convenience of the parties only. In the event of a conflict between the English and the translated versions, the English version will control and supersede.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms of Use or accessing or using the Site, the Application or their respective contents. The Company's performance under these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the Site and/or Application or information provided to or gathered by the Company with respect to such use.

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If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations contained herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Except as otherwise specified in these Terms of Use, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Notices to us must be sent in writing to the following address: Auction Mobility, attn. President, 192 South St., Suite 600, Boston, Massachusetts 02111, United States, and notices to you will be sent to the email address you provide to us, which addresses may be updated from time to time upon written notice to the other party. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise. We may assign our rights and privileges under these Terms of Use (including your user registration), without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or to an affiliate, or in connection with a change in control. Subject to the foregoing, these Terms of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Term and Termination

The term of these Terms of Use will continue for as long as you access and use the Application, Site and/or Services. Sections titled "Content," "Warranties, Disclaimers and Limitations of Liability," "Applicable Law and Jurisdiction," "Interpretation," and "Indemnification," and this Section shall survive any termination or expiration of these Terms of Use.

Questions? Contact us at legal@auctionmobility.com.