

## Palatium Auctions® Website Terms of Use and Disclaimer

YOU MUST READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY.

### OVERVIEW

Palatium Auctions® (the "Company") recognizes and respects users of our website. Our website has been designed to provide quick and easy access for the Search process.

### OWNERSHIP OF WEBSITE

The website is owned and operated by the Company. The content on the website includes, but is not limited to: text, graphics, logos, audio and video clips, software server information, and anything else hosted on or delivered through the website and any other web domains accessed through the website. All rights to our content, services, and server information are reserved and are the sole property of the Company.

### USE OF WEBSITE

This website and the related websites contained herein (collectively, the "website") make available information on Goods and Services owned and/or managed by the Company and/or its subsidiaries and affiliates (collectively, the "Company"). This website, and the services of each of its modules, are offered exclusively by the Company. The offer of such goods and/or services is conditioned on the user's ("User('s)" or "You(r)") acceptance of the terms and conditions and notices set forth herein and on other pages of the website (collectively the "Terms").

BY ACCESSING USING, VIEWING, TRANSMITTING, CACHING OR STORING THIS WEBSITE OR ANY OF ITS SERVICES, FUNCTIONS OR CONTENTS, YOU SHALL BE DEEMED TO HAVE AGREED TO EACH AND ALL THE TERMS, CONDITIONS, AND NOTICES IN THIS WEBSITE ("AGREEMENT") WITHOUT MODIFICATION. IF YOU DO NOT AGREE, PLEASE CEASE USE OF THE WEBSITE AND LEAVE THE WEBSITE IMMEDIATELY.

The services of this website are available only to individuals who can form legally binding contracts under applicable law, and thus, are not available to minors. By using this website, You represent that You are of sufficient legal age to use this website and to create binding legal obligations for any liability You may incur as a result of the use of this website. You also warrant that You are legally authorized to make the purchases for either Yourself or for another person for whom You are authorized to act.

You agree that You will not use any robot, spider, other automatic device or manual process to monitor or copy the website or any contents or information contained therein, unless You obtain the Company's prior express written consent. You agree that You will not through any means interfere or attempt to interfere with the proper functioning of the website. You agree that You will not provide to the Company and/or to this website: (i) any viruses, worms and/or other computer programming routines that are intended to damage, detrimentally interfere with, intercept or expropriate any system, data or information; and (ii) any content that may create liability for the Company or cause the Company to lose (in whole or in part) the services of our suppliers, clients, and licensors/licensees.

You agree to: (a) provide accurate, current, and complete information about You as may be prompted by a registration form on the website (the "Registration Data"); (b) maintain the security of Your

password and identification; (c) maintain and promptly update the Registration Data, and any information You provide to the Company, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to information and Registration Data. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the website; (e) notify the Company immediately of any unauthorized use of Your username and password or any other breach of security regarding the Goods and Services; (f) allow the Company to send notifications to Your registration email address notifying You about auctions that are similar to ones on which You have already bid.

The Company cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section.

When the Company notifies You that Your registration has been approved, You shall become a "Registered User." Only Registered Users are eligible to participate in the Company Goods and Services. The Company reserves the right to disapprove, suspend or terminate Your registration for any reason, at its sole discretion, and to prohibit You from participating in the Goods and Services.

Sellers using our services may require additional information from You before You will be eligible to bid in a particular auction event or on particular auction assets. The Company gathers aggregate information about website usage, including but not limited to, the number of visitors, most visited pages, length of visit, conversations and any and all correspondence. The Company routinely provide sellers with most if not all of the information which is in Your registered bidder profile. Sellers may then use the information for any purposes. The Company may provide Your information to others, including but not limited to, collection agencies, if You do not pay agreed upon amounts when due.

## AUCTIONS

**Information Control:** Information about Auction Items is posted by the Company on behalf of Sellers. Users may find Item information to be inaccurate or lacking in detail. The Company makes no representations or warranties with respect to such information or Auction Items, all of which are provided "as is." We strongly advise that You make use of any available inspection period to personally inspect Items so that You can make the best bidding and buying decision possible. Please use caution and common sense when using the website. The Company has no control over the quality, safety or legality of the Auction Items listed, the truth or accuracy of the listings or any other information provided by Sellers about the Items.

**Auction Period:** The Auction period shall be determined by the Company and will end at a time to be determined by the Company, at its sole discretion.

**Bidder Conduct:** You acknowledge and agree that once a bid has been submitted on Your behalf, You may not retract the bid. In addition, sale price manipulation of any kind, directly or indirectly, by users is prohibited, including, but not limited to, bidding through a secondary account, agent or assigns on Auction Items that You are selling, by communicating with other Users, or by shill bidding.

**Binding Offer to Purchase:** If You are the highest bidder ("Buyer") at the end of an Auction and have met the reserve bid, if there is a reserve bid, then You are obligated to complete the transaction unless the

transaction is prohibited by law or by this Agreement. Bidders agree that bidding on the website is the legal equivalent of a firm purchase order.

**Void Bids:** The Company reserves the right to reject or void bids, whether winning or not, which it believes have not been made in good faith, are intended to manipulate the Auction process, or are prohibited by applicable law.

**Winning Bids:** The Company is the one and only judge for the determination of winning bids, but the Company shall not be liable for any errors or omissions relating to such determination, whether by the Company or some other person.

**Postponement and Cancellation:** The Company reserves the right to postpone or cancel any Auction, or any sale resulting there from, at its own discretion, without notice. The Company will have no liability to prospective bidders or Sellers as a result of any withdrawal, cancellation or postponement of Auctions or sales.

**Withdrawal of Auction/Auction Items:** User acknowledges and agrees that Auction Items may be withdrawn or sold prior to or after the end of the designated auction period, that the Auction may be discontinued, either temporarily or permanently, and that the Auction may, at the Company's sole discretion, be extended beyond the designated auction period, all without notice to User. Generally, Auction Items shall be sold to the highest bidder; provided, however, that some Items may be auctioned with minimum reserve prices, and/or subject to Seller's right of confirmation.

## COMPLETION OF TRANSACTIONS

**Liability for Auction Items:** Auction Items shall be and remain at the risk of the Seller (and not the Company) until the Item is removed from the posted Auction location by the Buyer or the Buyer's designated transportation provider. The Item shall be and remain at the risk of the Buyer and/or the Buyer's designated transportation provider (and not the Company) while in transport. The Item shall be and remain at the risk of the Buyer once delivered to the designated location.

**Sales and Use Tax:** All bids and offers must be net of any taxes imposed with respect to the sale or purchase transaction. Buyers are liable for all such taxes or for establishing to the Company's satisfaction on behalf of the Seller a valid exemption certificate from such taxes. Buyers and Sellers acknowledge and agree that the Company is providing a service in the calculation, reporting and remittance of sales or use taxes which may be assessed, due or owing to the taxing authorities of any taxing jurisdiction for transactions that arise in connection with Your use of the Goods and Services. Each Buyer shall indemnify the Company against any tax, cost or expense relating to the failure of the Buyer to satisfy any sales or use tax liability related to a transaction. Each Seller shall indemnify the Company against any tax, cost or expense relating to the failure of the Seller to satisfy any sales or use tax liability related to a transaction within their jurisdiction.

**Buyer's Premium:** the Company may, at its discretion, charge a Buyer's Premium and/or Processing Fee on Auction Items sold. The Buyer's Premium and/or Processing Fee is an additional service charge, for which the Buyer is responsible. It is a fixed percentage of the final selling price. If an Auction includes a Buyer's Premium and/or Processing Fee, it will be clearly indicated in the auction-specific terms, and on

Item detail pages. All fees, including Buyer's Premiums, must be paid prior to releasing any Auction Items for pick-up and transport.

**Payment and Payment Period:** The Payment Period for all Auctions shall be determined by the Company and will be posted in the auction-specific terms and on Item detail pages. Full payment from the winning bidder in the amount of the auction closing price, applicable Buyer's Premiums and sales tax must be posted to a secure payment account designated by the Company within the posted Payment Period. Buyers may pay for their Items online with a valid credit card or send payments via wire transfer or certified bank check. Without limiting the foregoing, full payment is due prior to the removal or transportation of purchased Items.

**Buyer Default:** If, after the Payment Period has ended, the Buyer does not make full payment in accordance with the terms set forth above, the Buyer is considered in default and their Auction Item(s) will be re-listed in an Online Auction and a 15% re-listing fee (which You agree is a reasonable estimate of the minimum damages incurred by the Company as a result of Your failure) will be charged to their account. The re-listing fee is based upon the original selling price of the Auction Item. By registering a valid credit card with the Company, the Buyer authorizes the Company to charge applicable re-listing fees to the credit card.

**Item Removal and Removal Period:** The Removal Period for Auction Items shall be determined by the Company and will be posted in the auction-specific terms and on Item detail pages. Buyer may remove Auction Items from the Seller's location once the total purchase price (and any applicable sales tax and the Transaction Fee) has been received and posted to a secure payment account designated by the Company. Buyers are responsible for loading and shipping Auction Items unless otherwise noted. The Company shall have no responsibility with respect to disconnecting utilities to Auction Items, including electric, gas, waste and water lines. It is the Buyer's responsibility to arrange and pay for the insurance, removal and shipment of purchased Items. Item removal shall be conducted responsibly and with due care for the Seller's premises. The Buyer shall restore and repair all real and personal property that is altered or damaged as a result of the removal of purchased Items. In some cases the Buyer may be required to provide a deposit before removal but that deposit will be refunded immediately upon completion of removal and approval of the property owner or manager. If the Buyer does not remove an Item within the designated removal period, the Buyer will be deemed to have abandoned the Item and the Buyer will have no further rights with respect to the Item. No claims of any kind shall be allowed after Item has been removed by the Buyer.

#### FREIGHT AND TRANSPORTATION

The Buyer is responsible for all freight, shipping and other costs related to transporting Auction Items from the posted Auction location, including but not limited to any costs associated with certificates and/or permits required to move Auction Items within or across state, province and/or country borders. Buyers are advised to have all such certificates and permits issued and completed prior to transporting the equipment; otherwise Buyer may be subject to cleaning, permit, and/or other fees if the Items are stopped and held at a Port of Entry to a state, province or country. Buyers may arrange transportation of Auction Items on the website through a third party, but the Company will not be liable for any acts or omissions arising from such third party transportation and claims no responsibility for the actions of any transportation provider. If the person picking up and removing Items from an auction location will be

someone other than the registered Buyer, the registered Buyer must establish that person or company as an "Authorized Agent" by completing an "Agent Release Authorization" form. Buyers may not transport Auction Items until full payment (including any applicable sales tax and Buyer's Premium) has been received posted to a secure payment account designated by the Company.

#### CONSTRUCTIVE RECEIPT

Once Constructive Receipt has occurred for any Auction Item, remittance of proceeds to the Seller may occur. Any dispute claims subsequently filed by the Buyer are invalid. Constructive Receipt of Auction Items occurs at the first occurrence of any of the following milestones (unless a dispute claim has been previously filed by the Buyer), provided full payment has been received by the Company for the Item:

- a) At the time Buyer or Buyer's Authorized Agent removes the item from the Seller's location.
- b) At the time Buyer or Buyer's Authorized Agent begins disassembly of Item from its as-inspected configuration, including disassembly for transport.

The Company does not transfer legal ownership of Items from the Seller to the Buyer, and nothing in this agreement shall modify the governing provisions of Illinois Commercial Code § 810 ILCS 5/2-401 and Uniform Commercial Code § 2-401(2), under which legal ownership of an Item is transferred upon physical delivery of the Item to the Buyer by the Seller. Unless the Buyer and the Seller agree otherwise, the Buyer will become the Item's lawful owner upon physical receipt of the Item from the seller, in accordance with Illinois Commercial Code § 810 ILCS 5/2-401 and Uniform Commercial Code § 2-401(2).

#### ELECTRONIC COMMUNICATIONS

When You visit [www.ptauctions.net](http://www.ptauctions.net) or send emails to us, You are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with You by email or by posting notices on the website. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

#### REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

To the extent that You post reviews, comments, communications or any other content, submit suggestions, ideas, comments, questions, or other information, the content shall not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and must not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. The Company reserves the right (but does not undertake the obligation) to remove or edit such content, but does not regularly review posted content.

If You do post content or submit material, unless we indicate otherwise, You grant the Company and its parent companies and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Company and its parent companies, affiliates and sub-licensees the right to use the name that You submit in connection

with such content, if they choose. You represent and warrant that You own or otherwise control all of the rights to the content that You post; that the content is accurate; that use of the content You supply does not violate these Terms and will not cause injury to any person or entity; and that You will indemnify the Company, its parent companies or its affiliates for all claims resulting from content You supply. The Company has the right but not the obligation to monitor and edit or remove any activity or content. The Company takes no responsibility and assumes no liability for any content posted by You or any third party.

#### ENVIRONMENTAL HAZARDS

The Company shall assume no risk nor any liability of hazardous materials which may arise from the failure of any Items sold or to be sold at Auction to comply with Federal, State or Local law, statute or regulatory agency regulations and requirements, including but not limited to, requirements relating to environmental pollutants or hazardous waste. The Company shall pay no direct or indirect cost that may be incurred due to the existence of environmental pollutants either on or in the Items sold or on the premises of the auction. Such cost may also include any liens or penalties which may be levied due to violation of the aforementioned laws or regulations. User hereby waives any rights of subrogation against the Company with respect to any of the above-mentioned risks.

User Acknowledges: (1) Federal, state, and local legislation impose liability upon existing and former owners and users of property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (2) the Company has made no representation concerning the applicability of any such Law to any transaction or to User, except as otherwise indicated herein; (3) the Company has made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Item; and (4) User is advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Item.

#### DOWNLOADING INFORMATION/MATERIAL

User hereby releases the Company, its parent companies, affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns from any and all actual or alleged damages which may result from User downloading any information or Materials from the website.

#### MODIFICATION AND AVAILABILITY

The Company may, at any time, delete, modify or supplement the content of this website without prior notice. The Company reserves the right, for any reason, at its sole discretion, to terminate, change, suspend or discontinue any aspect of the website and/or the Goods and Services, including, but not limited to, content, features or hours of availability. The Company may also impose limits on certain features of the Goods and Services or restrict Your access to part or all of the website or the Services without notice or penalty.

## MONITORING

You agree that the Company has the right, but not the obligation, to monitor at any time, for any reason, at its sole discretion, all material and content on the website and the Goods and Services. The Company reserves the right at all times to edit, disclose or refuse to post any material or information or request for removal of any material or information from the website.

## ACCESS AND INTERFERENCE

You agree that You will not use any automatic device or manual process to monitor or copy the Company web pages or the content contained herein. You agree that You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the website. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the website.

## UNACCEPTABLE USES FOR THE WEBSITE

Users may not engage in fraudulent, deceptive or intentionally disruptive or malicious activity of any kind. Users are prohibited from engaging in activity that compromises the website. Such activities include, but are not limited to, hacking, distribution of malicious software, spamming, mail-bombing or crashing. Users may not engage in any activity designed to impede the use of the website by other users. Users are prohibited from engaging in any activity that jams the website, including overloading and flooding.

## USERS PROHIBITED FROM FRAMING OR DEEP LINKING INTO THE WEBSITE

Any access to the website by means of any process, including but not limited to, manually scraping, spiders, bots or any similar devices, is prohibited unless the Company consents to such use in writing.

Anyone duplicating the pages, modifying the website, or the content of the website, must have written permission, prior to his or her activity, from the Company.

## SYSTEM INTEGRITY

You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the website or any transaction conducted on our website. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure. You may not disclose or share Your password with any third parties or use Your password for any unauthorized purpose. You agree that You will not use any robot, spider, other automatic device, or manual process to monitor or copy our pages or the content contained herein without our prior written permission. You agree that You will not use any device, software or routine to interfere with the proper working of the website.

## SERVICE INTEGRITY

The Company makes reasonable commercial efforts to make its Goods and Services and website are available at all times. However, the Company is not responsible for any service interruptions, including, but not limited to, interruptions that may affect the receipt, processing and acceptance of bids or other aspects of an auction or sale.

## OTHER RIGHTS AND RESPONSIBILITIES

The Company is not responsible for and expressly disclaims liability for any indirect, incidental, consequential or punitive damages. The Company disclaims any express or implied warranties, any warranty of merchantability, warranty of fitness for particular purpose, or warranty of non-infringement.

This is an "As-Is" website. You accept that You use the website to Your own risk and without any guarantees or promises from the Company or its sellers. This includes the functionality and operation of the website. The Company does not guarantee that the website will be operational 100% of the time.

The Company does not guarantee that You will always be able to access the auctions or property/properties listed on the website. The website is usually available 24 hours a day, 7 days a week. However, we retain the right to make the website unavailable from time to time for any reason or no reason. The Company shall not be liable for any damages arising from any interruption, suspension, or termination of the website.

The Company, in its sole discretion, may terminate access for any reason to our website. The Company, in its sole discretion, may terminate Your registration to bid and bidder account. You guarantee that the information You supply to the Company is accurate. You agree to indemnify and hold the Company harmless from any lawsuit based on users' negligence or activities.

## ACCESS TO WEBSITE MATERIALS AND SERVICES

The website includes without limitation all information, documents, communications, files, text, graphics, software, and products available through the website (collectively, "Materials") and all services, including auction services ("Auctions") operated by the Company and third parties through the website (collectively, the "Goods and Services"). The Company controls and operates its website from various locations and makes no representation that this website is appropriate or available for use in all locations. The Goods and Services offered on the website may not be available in Your location, and deliverables may vary among locations. If You are using the website on behalf of Your employer, You represent and warrant that You are authorized to accept these Terms on Your employer's behalf, and that Your employer agrees to indemnify You and the Company for violations of these Terms. The Goods and Services, including its Auctions for equipment and other items (collectively "Items" or "Auction Items") are provided by the Company to You subject to the terms and conditions set forth in these Terms. In addition, when using particular the Company owned or operated Services, You and the Company shall be subject to any posted guidelines or rules applicable to such Goods and Services, which may be posted from time to time on the website.

## PROPRIETARY INFORMATION

This website contains and references trademarks, patents, trade secrets, technologies, products, processes or other proprietary rights of the Company and/or other parties. No license or right to or in any such trademarks, patents, trade secrets, technologies, products, processes and other proprietary rights of the Company and/or other parties is granted to or conferred upon You. Reproduction or storage of materials obtained from this website is subject to the U.S. Copyright Act of 1976, Title 17 U.S.C. No



material from the website may be reproduced, distributed, posted, displayed, uploaded or transmitted. The use of any material from the website on any other internet, intranet, website or other website or computer environment is prohibited. You may not utilize framing techniques to frame any of the Company's trademarks, logos, or other proprietary information (including images and text). You may not use any meta tags or any other "hidden text" utilizing our name, trademarks or other proprietary information.

#### TRADEMARKS

The trademarks, logos and service marks and trade dress displayed on this website (collectively, the "Trademarks") are registered and common law Trademarks of the Company, its parent companies, affiliates and various third parties. Any reproduction or use of any of the contents of this website without the express written consent of the Company is prohibited. Nothing contained on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of the Company or such other party that may own the Trademarks.

#### COPYRIGHT

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#### USE OF SOFTWARE

Any software that is made available to use (or download) from the Website ("Software") is the copyrighted work of the Company and/or its licensors/licensees. Use of the Software is subject to the terms and conditions of the license agreement, which accompanies or is included with the Software or other applicable license agreement between You and the Company ("License Agreement"). You must read and accept such License Agreement before You use the Software. Any use, reproduction or distribution of the Software that is not in accordance with the License Agreement is expressly prohibited.

#### LINKS TO THIRD PARTY WEBSITES OR SERVICES

The Goods and Services and the website may provide links to the websites or services of others, including shipping, rigging and other services ("Third-Party Services"). Links to such Third-Party Services, or any explanation or statement regarding those Third-Party Services, do not constitute an endorsement or guarantee by the Company of such Third-Party Services, or the products, content, materials or information presented or made available by such Third-Party Services. You acknowledge and agree that the Company is not responsible for any damages or losses caused or alleged to have been caused by any

Third Party or the use of any Third-Party Services, or from the products, content, material, services or information presented by or made available through such Third-Party Services.

#### TREATMENT OF FEEDBACK AND RESPONSES PROVIDED TO THE COMPANY

Any comments or materials sent to the Company, including feedback data, such as questions, comments, suggestions and any other response shall be deemed to be non-confidential. The Company shall have no obligation of any kind with respect to such response, and the Company shall be free to use, reproduce, distribute and publicly display such comments and materials without limitation. The Company shall also be free to use any ideas, concepts, know-how or techniques contained in such response for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such ideas, concepts or techniques.

#### NON-PERSONALLY IDENTIFIABLE INFORMATION AND COOKIES

The Company values Your privacy and we want to ensure that Your experience is satisfying and safe when visiting our website. Every website You visit automatically gathers information including Your IP address, which pages You view, time You viewed the page and the source You entered the website. This information is collected in order to improve the quality of the website and analyze the behavior of its visitors. As with other websites, the Company has the option to use a "cookie(s)" to track activity on our website. A "cookie" is a small file placed on Your computer's hard disk when You first visit a web page. Cookies do not collect personally identifiable information. A majority of web browsers accept cookies but You do have the choice to reject cookies by modifying the options in Your web browser.

The website has the option to use cookies for marketing purposes using 3rd party advertisers. This technique is called re-marketing or re-targeted advertisements. This allows the Company to better serve and advertise relevant messages to You depending on the pages You visit on the website. In turn the Company will then be able to place advertisements on websites You visit advertising messages You would find relevant. The techniques the Company and its partners employ do not collect personal information such as Your name, email address, postal address or telephone number. Google Remarketing privacy policy is found here: <http://www.google.com/privacypolicy.html>. You have the option to opt-out of their target advertising by visiting this page: <http://bit.ly/1zZp7Yj>. Alternatively You do have the choice to opt-out of remarketing.

#### DISCLAIMERS

In an Online Auction, the Company is not a party to any transaction relating to any Auction Items. The Company is only a venue for Sellers to list items and for Registered Users to make bids on such Items. Neither party is an agent, representative, broker, employee, partner or joint venturer of the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, agency, franchise or partnership between the parties or to impose any partnership obligation or liability upon either party. The Company is not a party to, nor involved in, the transactions between Buyers and Sellers. The Company has no control over the Sellers, Buyers or any aspect of the transactions. From time to time, the Company may have title to or possess Auction Items listed on the website; nevertheless, the Company is not a party to any transactions related to such Items.

All information on the website is deemed reliable but is not guaranteed to be correct or accurate. All personal, real and intellectual property/properties are subject to prior sale, change or withdrawal. All terms and conditions of any sale are subject to change or withdrawal at any time. Neither the Company, listing broker(s) or information provider(s) shall be responsible for any typographical errors, misinformation, mis-prints and shall be held totally harmless. Listing(s) information is provided for buyers' and sellers' personal, non-commercial use and may not be used for any purpose other than to identify prospective property/properties buyers may be interested in purchasing.

Some properties or merchandise which appear for sale on this website may no longer be available because they are under contract, have been sold or are no longer being offered for sale.

All data and/or search facilities on this website are for consumer's personal, non-commercial use and may not be used for any purpose other than to identify prospective properties or merchandise that consumers may be interested in purchasing.

The Company cannot guarantee the accuracy of the data created by outside parties. The Company further assumes no responsibility for any misleading content or incorrectly listed information due to such error or negligence.

All ancillary information presented on this website is not guaranteed and should be independently verified by the users of this website. The Company makes no warranty, either expressed or implied, as to the accuracy of the data contained within or obtained from this website.

This website and all its contents, verbiage and information is being provided for our affiliates, current clients, future clients and the general public. The general public may use the information for personal use only, with no modifications. The simple use of this website, in and of itself, does not create an agency relationship between the Company and the user. Although all information is deemed reliable, it is not guaranteed. The Company assumes no responsibility for any erroneous information. The Company values Your privacy and any information that You should voluntarily provide will be held securely and privately and will never be shared with third parties. Should You choose to follow any link or links that may direct You to a third party's website and/or hosted publication, You will be doing so under the terms and conditions that govern the third party website and/or hosted publication as outlined and/or implied by the third party or parties. The User assumes all responsibilities when visiting such websites or hosted publications.

#### RESTRICTION AND TERMINATION OF USE

The Company may block, restrict, disable, suspend or terminate Your access to all or part of the website and at any time in the Company's sole discretion, without prior notice or liability to You.

#### EXPORT CONTROL LAWS

Materials and Services derived or obtained from this website may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, re-export, or import authorizations required by U.S. or Your local laws; (b) not use Materials or Services to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Materials or Services to prohibited countries and entities

identified in the U.S. export regulations. By accepting these Terms You confirm that You are not a resident or citizen of any country currently embargoed by the U.S. A list of embargoed countries is available at the official website of the Office of Foreign Assets Control of the U.S. Department of the Treasury at: [www.treas.gov/ofac](http://www.treas.gov/ofac).

#### NOTICE TO U.S. GOVERNMENT USERS

All Select products and services are commercial in nature. Therefore, the software and Materials available on this website are "Commercial Items" as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial computer Software Documentation". Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

#### HEADINGS

The headings used in these Terms are included by convenience only and will not limit or otherwise effect these Terms.

#### ASSIGNMENT

You may not assign, convey, subcontract or delegate Your rights, duties or obligations hereunder.

#### ADDITIONAL TERMS

Additional terms and conditions may apply to reservations, purchases of Goods and Services and other uses of portions of this website, and You agree to abide by such other terms and conditions.

#### SEVERABILITY

These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

#### ATTORNEYS' FEES

If the Company takes any action to enforce this Agreement, the Company will be entitled to recover from You, and You agree to pay, all reasonable and necessary attorneys' fees and any cost of litigation, in addition to any other relief, at law or in equity, to which the Company may be entitled.

#### MODIFICATION

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IN THE EVENT THE COMPANY IS HELD LIABLE FOR ANY DAMAGES RELATED TO THIS WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED TO REIMBURSEMENT OF THE CHARGES FOR SERVICES OR PRODUCTS PAID BY YOU THAT WERE NOT PROVIDED TO YOU.

YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS WEBSITE BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH SUCH CLAIM OR ACTION IS BASED.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Goods and Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## INDEMNIFICATION

You agree to indemnify and hold the Company and its parent companies, affiliates, subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your breach of this agreement or the documents it incorporates by reference, or Your violation of any law or the rights of a third party. The Company's failure to act with respect to a breach by You or others does not waive its right to act with respect to subsequent or similar breaches.

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Any disputes arising out of or related to the website shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts entered into and to be performed entirely within the State of Illinois. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation this paragraph. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the website, shall be resolved individually, without resort to any form of class action.

## ENTIRE AGREEMENT

These Terms, together with those incorporated herein or referred to herein (including, without limitation, the Company's Privacy Statement) constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this website.

## NOTICES TO THE COMPANY

To be valid, notices to the Company must be sent through the contact page and by certified mail, return receipt requested, to Palatium Auctions®; Attention Legal Department; 304 South 52nd Street, Belleville, Illinois 62226 or to such other address as may be designated from time to time. Notices to the Company shall be deemed to have been given three days after the date of mailing by certified mail, return receipt requested.

## NOTICES TO USER

Notices to User will be sent by email at the email address reflected in User's registration information. Notices to User shall be deemed to have been received 24 hours after the email is sent.

## DISPUTE RESOLUTION

YOU AGREE TO MEDIATE AND ARBITRATE ANY DISPUTE OR CLAIM BETWEEN OR AMONG YOU AND ANY OTHER REGISTERED USER OR THE COMPANY ARISING OUT OF OR RELATING TO THESE TERMS, AGREEMENTS, ANY SALE, ANY INSPECTION REPORT OR ANY OTHER TRANSACTION CONTEMPLATED BY THESE TERMS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT AND TORT CLAIMS, STATUTORY CLAIMS, CLAIMS FOR RELIEF WHETHER EQUITABLE OR LEGAL, ISSUES OF ARBITRABILITY, AND DISPUTES ABOUT THE SCOPE OF THIS CLAUSE. DISPUTE RESOLUTION SHALL BE CONDUCTED PURSUANT TO THE FOLLOWING PROCEDURES. BEFORE INITIATING ANY ARBITRATION, THE PARTIES SHALL ENGAGE IN

MEDIATION, WHICH IS A PROCESS IN WHICH PARTIES ATTEMPT TO CONFIDENTIALLY RESOLVE ANY DISPUTE BY SUBMITTING IT TO AN IMPARTIAL, NEUTRAL MEDIATOR WHO IS AUTHORIZED TO FACILITATE THE RESOLUTION OF THE DISPUTE BUT WHO IS NOT EMPOWERED TO IMPOSE A SETTLEMENT. MEDIATION SHALL BE CONDUCTED IN BELLEVILLE, ILLINOIS BY A MEDIATOR AFFILIATED WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNLESS THE PARTIES MUTUALLY AGREE TO A DIFFERENT MEDIATOR. SHOULD MEDIATION PROVE UNSUCCESSFUL TO RESOLVE THE DISPUTE, AND WITHIN ONE YEAR OF THE DISPUTE ARISING, A PARTY SHALL MAKE A DEMAND FOR BINDING ARBITRATION TO BE CONDUCTED IN ACCORDANCE WITH THE RULES OF COMMERCIAL ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION. A SINGLE ARBITRATOR WITH KNOWLEDGE OF THE AUCTION INDUSTRY SHALL CONDUCT THE ARBITRATION IN BELLEVILLE, ILLINOIS. THE PARTIES SHALL MUTUALLY AGREE UPON SUCH ARBITRATOR. IN THE EVENT THAT THE PARTIES HAVE NOT AGREED TO A MUTUALLY ACCEPTABLE ARBITRATOR WITHIN THIRTY (30) DAYS OF THE DATE OF THE NOTICE OF INTENTION TO ARBITRATE, THE AAA SHALL SELECT THE ARBITRATOR FROM ITS REGULARLY MAINTAINED LIST OF COMMERCIAL ARBITRATORS. THE ARBITRATOR SHALL BE BOUND TO APPLY THE LAW, INCLUDING THE FEDERAL RULES OF EVIDENCE AND THE FEDERAL RULES OF CIVIL PROCEDURE, AND SHALL BE EMPOWERED TO HEAR AND DETERMINE DISPOSITIVE MOTIONS INCLUDING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY JUDGMENT. THE ARBITRATOR SHALL HAVE THE RIGHT TO ISSUE INJUNCTIONS AND ATTACHMENTS AND OTHER EQUITABLE REMEDIES AND AWARD COMPENSATORY DAMAGES. THE ARBITRATOR SHALL HAVE NO POWER TO AWARD CONSEQUENTIAL, PUNITIVE OR TREBLE DAMAGES, OR ANY OTHER MANNER OF ENHANCED DAMAGES. THE PREVAILING PARTY IN ANY ARBITRATION SHALL HAVE THE RIGHT TO AN AWARD OF ATTORNEYS' FEES AND COSTS. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING AND ANY PARTY TO THE DISPUTE MAY SEEK TO CONFIRM THE AWARD OF THE ARBITRATOR IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN ST. CLAIR COUNTY, ILLINOIS AND ENFORCE THE AWARD AS A JUDGMENT. EXCEPT FOR THE FILING OF A JUDICIAL ACTION TO CONFIRM, MODIFY, VACATE, OR ENFORCE AN ARBITRATOR'S AWARD, INCLUDING THE AWARD OF AN INJUNCTION OR ATTACHMENT, WHICH FILING IS PERMISSIBLE, ANY PARTY WHO INITIATES LITIGATION, OR WHO INITIATES ARBITRATION WITHOUT FIRST MEDIATING A DISPUTE, SHALL FORFEIT ANY AND ALL RIGHT TO ATTORNEYS' FEES AND COSTS AS A PREVAILING PARTY, AND SHALL REIMBURSE ANY OTHER PARTY TO THE LITIGATION FOR THEIR COSTS OF LITIGATION INCLUDING ATTORNEYS' FEES AND COSTS.

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