

1. ACCEPTANCE OF TERMS OF USE FOR THIS WEBSITE

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

AUCTIONS TO GO PROVIDES THIS WEBSITE TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY "YOU"), SUBJECT TO THESE TERMS. THESE TERMS ARE ENTERED INTO BY AND BETWEEN AUCTIONS TO GO AND YOU, AND YOU ACCEPT THEM BY: (a) PLACING A BID, AN ORDER OR MAKING A LISTING THROUGH THIS WEBSITE; (b) USING THE WEBSITE IN ANY OTHER MANNER; AND/OR (c) ACKNOWLEDGING AGREEMENT WITH THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE. IN CONSIDERATION OF YOUR USE OF THE SERVICE, YOU REPRESENT THAT YOU ARE NOT A MINOR IN ANY JURISDICTION, YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT AND ARE NOT A PERSON BARRED FROM RECEIVING SERVICES UNDER THE LAWS OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. YOU HEREBY REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS USER AGREEMENT AND ALL AGREEMENTS INCORPORATED BY REFERENCE.

These Terms may be updated by us from time to time without notice to You. You can review the most current version of the Terms at any time at [auctionstogo.com](https://www.auctionstogo.com). This Agreement was last revised on July 20, 2023. If You have any questions regarding this Agreement, please contact us at hello@auctionstogo.com.

2. ACCESS TO WEBSITE MATERIALS AND SERVICES

The Auctions To Go website ("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 Auctions To Go and third parties through the Website (collectively, the "Services"). Auctions To Go controls and operates its Website from various locations and makes no representation that this Website is appropriate or available for use in all locations. Auctions To Go Materials and Services 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 Auctions To Go for violations of these Terms. The Auctions To Go Services, including its Auctions for equipment and other items (collectively "Items" or "Auction Items") are provided by Auctions To Go to You subject to the terms and conditions set forth in these Terms. When using particular Auctions To Go owned or operated Services, You and Auctions To Go shall be subject to any posted guidelines or rules applicable to such Services, which may be posted from time to time on the Website.

3. YOUR OBLIGATIONS AND CONDUCT

In consideration of Your use of the Website, 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 Auctions To Go, 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 Auctions To Go immediately of any unauthorized use of Your username and password or any other breach of security regarding the Services; f) allow Auctions To Go to send notifications to your

registration email address notifying you about auctions that are similar to ones on which you have already bid.

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

When Auctions To Go has notified users that their registration has been approved, such user shall become a "Registered User." Only Registered Users are eligible to participate in Auctions To Go Services. Auctions To Go 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 Services.

It is the responsibility of Auctions To Go to maintain an environment in which both customers and employees are treated with respect and dignity. We ask all bidders to conduct themselves in a courteous, polite and professional manner. Auctions To Go has the option to restrict any user from bidding on auctionstogo.com if we believe the bidder's conduct is unacceptable. Furthermore it is at the choice of Auctions To Go to determine if current bids should be canceled, or refunds be issued for any reason.

4. AUCTIONS TO GO TRANSACTIONAL RELATIONSHIP STATEMENT

In the Online Auction, Auctions To Go is not a party to any transaction relating to Auction Items. Auctions To Go is only a venue for 3rd Party Sellers to list Items and for Registered Users to make bids on such Items. You and Auctions To Go are independent contractors. 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. Auctions To Go is not a party to, nor involved in, the transactions between Buyers and 3rd Party Sellers. Auctions To Go has no control over the 3rd Party Sellers, Buyers or

any aspect of the transactions. Auctions To Go may have title to, sell or possess Auction Items listed on the Website; nevertheless.

Full Release: In the event that You have a dispute with a 3rd Party Seller or other user(s), You release Auctions To Go (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

YOU CONFIRM THAT YOU HAVE CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THEIR CONTENTS. YOU FURTHER CONFIRM THAT YOU ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN YOU AND Auctions To Go YOU AND ENTER INTO IT OF YOUR OWN FREE WILL.

5. INTELLECTUAL PROPERTY RIGHTS

The Materials and Services on this Website, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Website may violate such laws and these Terms. Except as expressly provided herein, Auctions To Go does not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Website, its Materials, or its Services or their selection and arrangement, except as expressly authorized by Auctions To Go. "Auctions To Go" is a trademark of Auctions To Go. All other trademarks are the property of their respective owners.

6. USE OF SOFTWARE

Any software that is made available to use (or download) from the Auctions To Go Website ("Software") is the copyrighted work of Auctions To Go and/or its licensors. 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 Auctions To Go ("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. If the Software is used by the United States Government, the Software is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR - The United States Government's rights to the Software are as provided in clause 52.227-19 of the FAR.

7. USE OF CONTENT ON THE AUCTIONS TO GO WEBSITE

Limited Right to Use, Print and Distribute Content: Unless explicitly stated otherwise, you have the permission to access, duplicate, print, and distribute the content of this Website, subject to the following conditions: (i) your usage should be solely for informational and non-commercial purposes; (ii) any copy or part of the content must include the copyright notice "© 2023 Auctions To Go All Rights Reserved" from Auctions To Go; and (iii) no alterations are allowed to the content. Auctions To Go retains the right to withdraw this authorization at any time, and you must cease such usage upon receiving written notice from Auctions To Go.

8. LINKS TO THIRD PARTY WEBSITES OR SERVICES

The Services and the Website might include links to other websites or services provided by third parties, such as shipping, rigging, and other services ("Third-Party Services").

Please note that the presence of these links or any information about Third-Party Services does not imply an endorsement or guarantee by Auctions To Go for such Third-Party Services, or the products, content, materials, or information offered by them. You acknowledge and agree that Auctions To Go cannot be held responsible for any damages or losses arising from the use of any Third-Party Services, or from the products, content, materials, services, or information provided by or through such Third-Party Services, whether caused directly or indirectly.

9.TREATMENT OF FEEDBACK AND RESPONSES PROVIDED TO Auctions To Go

Any comments or materials that you send to Auctions To Go, including feedback data such as questions, comments, suggestions, or any other responses, will be considered non-confidential. Auctions To Go will not be under any obligation regarding such responses and will have the freedom to use, reproduce, distribute, and publicly display these comments and materials without any restrictions. Additionally, Auctions To Go will have the liberty to utilize any ideas, concepts, know-how, or techniques present in those responses for any purpose, including, but not limited to, developing, manufacturing, and marketing products that incorporate such ideas, concepts, or techniques.

10. AUCTIONS

Information Control: Auctions To Go posts information about Auction Items on behalf of 3rd Party Sellers. It is possible that users may find the Item information to be inaccurate or lacking in detail. Auctions To Go provides no representations or warranties concerning such information or Auction Items, as all information is provided "as is." To ensure that you can make the best bidding and buying decision, we strongly recommend utilizing any available inspection period to personally assess the Items. It is essential to exercise caution and common sense while using the Website. Please be

aware that Auctions To Go has no authority over the quality, safety, or legality of the Auction Items listed, the accuracy of the listings, or any other information provided by 3rd Party Sellers regarding the Items.

Auction Period: The duration of the auction will be decided by Auctions To Go and will conclude at a time determined solely by Auctions To Go, at their discretion.

Bidder Conduct: You acknowledge and agree that once a bid has been placed on your behalf, you are not permitted to retract the bid.

Binding Offer to Purchase: If you happen to be the highest bidder ("Buyer") at the conclusion of an Auction and have successfully met the reserve bid, if applicable, then you are obliged to proceed with the transaction, unless the transaction is prohibited by law or the terms outlined in this Agreement. By participating in the bidding process on the Website, bidders acknowledge that their actions are legally equivalent to making a firm purchase order.

Void Bids: Auctions To Go retains the right to refuse or invalidate bids, whether they are winning bids or not, if there are reasons to believe that they have not been made in good faith or are in violation of applicable law.

Winning Bids: Auctions To Go has the sole authority to determine winning bids, and it shall not be held liable for any errors or omissions related to such determinations, whether made by Auctions To Go or any other party.

Postponement and Cancellation: Auctions To Go has the right to postpone or cancel any Auction, as well as any resulting sale, at its sole discretion and without prior notice. Auctions To Go will not be held liable to prospective bidders or 3rd Party Sellers for any consequences arising from the withdrawal, cancellation, or postponement of Auctions or

sales.

Withdrawal of Auction/Auction Items: The user acknowledges and agrees that Auction Items may be withdrawn or sold before or after the designated auction period ends. Furthermore, the Auction may be temporarily or permanently discontinued, and at the sole discretion of Auctions To Go, it may be extended beyond the specified auction period, all without any notice to the user. Generally, Auction Items will be sold to the highest bidder. However, it is essential to note that certain Items may be auctioned with minimum reserve prices or subject to the 3rd Party Seller's right of confirmation.

11. Completion of Transactions

Liability for Auction Items: Auction Items will be under the responsibility and risk of the 3rd Party Seller, not Auctions To Go, until the Buyer or the Buyer's designated transportation provider removes the Item from the posted Auction location. During transportation, the responsibility and risk of the Item will shift to the Buyer and/or the Buyer's designated transportation provider, not Auctions To Go. Once the Item is delivered to the designated location, the responsibility and risk will be transferred to the Buyer. Auctions To Go will not be liable for any risks associated with the Auction Items during these stages.

Sales and Use Tax: All bids and offers must account for any taxes applicable to the sale or purchase transaction. Buyers are responsible for any such taxes or must provide Auctions To Go with a valid exemption certificate to the satisfaction of the 3rd Party Seller. Both Buyers and 3rd Party Sellers acknowledge that Auctions To Go provides a service involving the calculation, reporting, and remittance of sales or use taxes that may be applicable to transactions arising from the use of the Service.

Each Buyer agrees to indemnify Auctions To Go against any tax, cost, or expense resulting from their failure to satisfy any sales or use tax liability related to a transaction. Likewise, each 3rd Party Seller agrees to indemnify Auctions To Go against any tax,

cost, or expense resulting from their failure to satisfy any sales or use tax liability related to a transaction within their jurisdiction.

Buyer's Premium: Auctions To Go has the option to impose a Buyer's Premium and/or Processing Fee on sold Auction Items at its discretion. The Buyer's Premium and/or Processing Fee represent an additional service charge, for which the Buyer bears responsibility. This charge constitutes a fixed percentage of the final selling price. In cases where an Auction includes a Buyer's Premium and/or Processing Fee, such information will be explicitly stated in the auction-specific terms and on the Item detail pages. Before any Auction Items are released for pick-up and transportation, all fees, including Buyer's Premiums, must be settled in advance.

Payment and Payment Period: Auctions To Go will determine the Payment Period for all Auctions, which will be clearly stated in the auction-specific terms and on Item detail pages. The winning bidder must make full payment, including the auction closing price, applicable Buyer's Premiums, and sales tax, and post it to a secure payment account designated by Auctions To Go within the designated Payment Period. Buyers have the option to pay for their Items online using a valid credit card or in person with cash. It's essential to note that full payment must be completed before removing or transporting the purchased Items, without any exceptions.

Buyer Default: If the Buyer fails to make full payment within the specified Payment Period according to the terms mentioned above, they will be considered in default, and their Auction Item(s) will be re-listed in an Online Auction.

Furthermore, if the Buyer still does not make the full payment after the Payment Period has lapsed, auctionstogo.com will suspend their account, thereby preventing the bidder from participating in auctions on auctionstogo.com. The account will only be reinstated

upon the account holder's agreement to pay a fee equivalent to 25% of the outstanding balance due. Any suspended bidder attempting to create additional accounts will not receive service, and any new accounts created will also be suspended.

Prior to releasing any items from any location, all invoices must be paid in full, and the user must have a zero balance.

Item Removal and Removal Period: The Removal Period for Auction Items will be determined by Auctions To Go and will be clearly indicated in the auction-specific terms and on Item detail pages. Once the total purchase price (including any applicable sales tax and Transaction Fee) has been received and posted to a secure payment account designated by Auctions To Go, the Buyer may proceed to remove Auction Items from the 3rd Party Seller's location. Buyers are responsible for loading and shipping the Auction Items unless stated otherwise. Auctions To Go will not be responsible for disconnecting utilities to Auction Items, such as electric, gas, waste, and water lines. The Buyer is accountable for arranging and paying for insurance, removal, and shipment of the purchased Items. It is crucial to conduct the item removal responsibly and with due care for the 3rd Party Seller's premises. The Buyer must also restore and repair any real or personal property that may have been altered or damaged during the removal of purchased Items. In certain cases, the Buyer might be required to provide a deposit before removal. However, this deposit will be promptly refunded upon completion of the removal and the property owner or manager's approval. If the Buyer fails to remove an Item within the designated removal period, it will be considered abandoned, and the Buyer will lose any further rights with respect to the Item. No claims of any kind will be allowed after the Item has been removed by the Buyer.

Freight and Transportation: The Buyer bears full responsibility for all freight, shipping, and other expenses associated with transporting Auction Items from the specified Auction location. This includes any costs related to certificates and permits necessary

for moving the Auction Items within or across state, province, and/or country borders. It is strongly advised that Buyers obtain all required certificates and permits before transporting the equipment to avoid potential issues. Failure to do so may result in additional fees, such as cleaning, permit, and/or other charges if the Items are stopped and held at a Port of Entry to a state, province, or country. Buyers have the option to arrange transportation of Auction Items through a third party using the Website. However, it should be noted that Auctions To Go will not be held liable for any actions or omissions arising from such third-party transportation. Auctions To Go takes no responsibility for the actions of any transportation provider. If the person picking up and removing Items from an auction location is 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. Importantly, Buyers are not permitted to transport Auction Items until full payment (including any applicable sales tax and Buyer's Premium) has been received and posted to a secure payment account designated by Auctions To Go.

Constructive Receipt: Once Constructive Receipt has been established for any Auction Item, remittance of proceeds to the 3rd Party Seller may take place. After this point, any dispute claims subsequently filed by the Buyer are considered invalid. Constructive Receipt of Auction Items occurs when any of the following milestones is reached (unless a dispute claim has been filed by the Buyer before that):

a) When the Buyer or Buyer's Authorized Agent removes the item from the 3rd Party Seller's location.

b) When the Buyer or Buyer's Authorized Agent begins disassembly of the Item from its as-inspected configuration, including disassembly for transport.

It is crucial to note that Auctions To Go does not transfer legal ownership of Items from the 3rd Party Seller to the Buyer. This agreement does not alter the governing provisions of Uniform Commercial Code § 2-401(2), which states that legal ownership of an Item is transferred upon physical delivery of the Item to the Buyer by the 3rd Party Seller. Unless both the Buyer and the 3rd Party Seller agree otherwise, the Buyer will become the lawful owner of the Item upon physical receipt of the Item from the 3rd Party Seller, in accordance with Uniform Commercial Code § 2-401(2).

12. Disclaimer, Indemnity, Limitation of Liability

Indemnification: You agree to protect, indemnify, and hold Auctions To Go, its officers, directors, agents, subsidiaries, and employees harmless from any claims, demands, and damages, both actual and consequential, of all types and natures, known and unknown, suspected and unsuspected, disclosed and undisclosed. This indemnification extends to any breach or violation committed by you of these Terms, any use of the Website by you, and any disputes or damages arising from your use of or contracts formed through this Website.

Disclaimer of Warranties: THE SERVICES AND THE WEBSITE, INCLUDING ALL PROPERTY LISTED FOR SALE, CONTENT, FUNCTIONS, MATERIALS, SERVICES, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES OR THE WEBSITE, ARE PROVIDED ON AN "AS IS," "WHERE IS," "AS AVAILABLE" BASIS "WITH ALL FAULTS," AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. AUCTIONS TO GO DOES NOT WARRANT THE COMPLIANCE OF PROPERTY WITH ENVIRONMENTAL LAWS OR OTHER LEGAL REQUIREMENTS OR THE PRESENCE OF HAZARDOUS MATERIALS OR LACK

THEREOF. AUCTIONS TO GO DOES NOT WARRANT THAT THE SERVICES OR THE FUNCTIONS, FEATURES, OR CONTENT CONTAINED, MADE AVAILABLE ON OR ACCESSED THROUGH SERVICES OR THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS, OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICES OR THE WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. AUCTIONS TO GO MAKES NO WARRANTY THAT THE WEBSITE OR THE SERVICES WILL MEET USERS' REQUIREMENTS, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES THAT ANY PROPERTY FOR SALE THROUGH THE SERVICES OR THE WEBSITE WILL BE SOLD. IF USER IS DISSATISFIED WITH THE SERVICES OR THE WEBSITE, USER'S SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES AND THE WEBSITE. AUCTIONS TO GO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE WEBSITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OF THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM AUCTIONS TO GO OR THROUGH THE SERVICES OR THE WEBSITE SHALL CREATE ANY WARRANTY. AUCTIONS TO GO EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY USER.

Auctions To Go shall not be held liable for any actions taken or omissions made under this Agreement while acting in good faith and exercising reasonable judgment. Auctions To Go is authorized to comply with and adhere to orders, awards, judgments, or decrees of any court of law or arbitration tribunal, regardless of any contrary notices, warnings, or communications from any party or person.

If Auctions To Go obeys or complies with any such order, judgment, or decree of any court or arbitration tribunal, it will not be held liable to any of the parties involved or any other individual, even if such order, judgment, or decree is subsequently reversed, modified, annulled, set aside, vacated, or found to have been entered without jurisdiction.

Auctions To Go will not incur any liability for any actions taken or omissions made in reliance upon any instrument, including any electronic transmission (such as an email), written statement, or affidavit that Auctions To Go, in good faith, believes to be genuine. Additionally, Auctions To Go will not be liable or responsible for forgeries, fraud, impersonations, or for determining the scope of any representative authority while acting in good faith.

Limitation of Liability: IN NO EVENT SHALL AUCTIONS TO GO NOR 3RD PARTY SELLERS BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM (A) ANY INJURY TO ANY PERSON OR PROPERTY CAUSED BY THE EQUIPMENT OR (B) DEFECTS IN SUCH EQUIPMENT ON ANY THEORY OF LIABILITY INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN ADDITION, IN NO EVENT SHALL AUCTIONS TO GO OR 3RD PARTY SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICE, THE SITE, OR ITS CONTENT INCLUDING WITHOUT LIMITATION THE INSPECTION REPORT AND MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF AUCTIONS TO GO OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO

SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE TOTAL LIABILITY OF AUCTIONS TO GO TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE WEBSITE AND THE SERVICE EXCEED, IN THE AGGREGATE, \$100.00. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

13. ELECTRONIC COMMUNICATIONS

By visiting auctionstogo.com or sending emails to us, you are engaging in electronic communication with us. You hereby give consent to receive communications from us electronically. We will communicate with you via email or by posting notices on this Website. You agree that all agreements, notices, disclosures, and other communications that we furnish to you electronically fulfill any legal requirement that such communications be in writing.

14. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

In posting reviews, comments, communications, or any other content, as well as submitting suggestions, ideas, comments, questions, or other information, you agree that the content must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise harmful to third parties. Additionally, the content should not include software viruses, engage in political campaigning, involve commercial solicitation, chain letters, mass mailings, or any form of "spam." It is prohibited to use a false e-mail address, impersonate any person or entity, or mislead regarding the origin of the content.

While Auctions To Go reserves the right (but not the obligation) to remove or edit such content, it does not routinely review posted content.

If you choose to post content or submit material, unless we indicate otherwise, you grant Auctions To Go and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content worldwide in any media. You also grant Auctions To Go and its affiliates and sublicensees the right to use the name you submit in connection with such content, if they choose.

You affirm that you own or have control over all rights to the content you post, that the content is accurate, and its use does not violate these Terms or cause harm to any person or entity. You further agree to indemnify Auctions To Go or its affiliates for any claims resulting from the content you supply.

Auctions To Go has the right, but not the obligation, to monitor and edit or remove any activity or content. However, it assumes no responsibility and accepts no liability for any content posted by you or any third party.

15. GENERAL PROVISIONS

Environmental Hazards: Auctions To Go shall not assume any risk or liability for hazardous materials that may result from the non-compliance of any Items sold or to be sold at Auction with Federal, State, or Local laws, statutes, or regulatory agency regulations, including but not limited to requirements related to environmental pollutants or hazardous waste. Auctions To Go will not be responsible for any direct or indirect costs that may arise due to the presence of environmental pollutants in the Items sold or on the auction premises. These costs may include any liens or penalties imposed as a result of violating the aforementioned laws or regulations. User hereby waives any rights of subrogation against Auctions To Go concerning any of the mentioned risks.

User Acknowledges: (1) Federal, state, and local laws may impose liability on current and former owners and users of property for specific environmentally hazardous substances, as defined by the legislation, in certain circumstances. (2) Auctions To Go has not made any representation regarding the applicability of such laws to any transaction or to the User, except as explicitly stated in this document. (3) Auctions To Go has not made any representation regarding the presence, testing, discovery, location, evaluation, and potential risks associated with environmentally hazardous substances, if any, found on or affecting the Item. (4) User is strongly advised to seek guidance from technical and legal experts regarding the existence, testing, discovery, location, evaluation, and potential risks associated with environmentally hazardous substances, if any, found on or affecting the Item.

Downloading Information/Material: User hereby waives any claims against Auctions To Go, its affiliates, and subsidiaries, as well as their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors, and assigns, and releases them from any and all actual or alleged damages that may arise from User downloading any information or materials from the Website.

Modification and Availability: Auctions To Go reserves the right to delete, modify, or supplement the content of this Website at any time without prior notice. Additionally, Auctions To Go may, at its sole discretion, terminate, change, suspend, or discontinue any aspect of the Website or the Service, including but not limited to content, features, or hours of availability, for any reason. It is also possible for Auctions To Go to impose limitations on certain features of the Services or restrict access to part or all of the Website or the Services without notice or penalty.

Monitoring: You acknowledge that Auctions To Go has the right, though not obligated, to monitor all material and content on the Website and the Services at any time, for any

reason, and at its sole discretion. Auctions To Go retains the right to edit, disclose, or decline to post any material or information, as well as request the removal of any material or information from the Website, at all times.

Access and Interference: You agree not to use any automatic device or manual process to monitor or copy Auctions To Go web pages or the content contained within. Additionally, you agree not to use any device, software, or routine to interfere or attempt to interfere with the proper functioning of the Website. Furthermore, you agree not to take any action that would place an unreasonable or disproportionately large load on the infrastructure of the Website.

Service Integrity: Auctions To Go endeavors to maintain the availability of its Services and Website at all times through reasonable commercial efforts. Nevertheless, Auctions To Go shall not be held responsible for any service interruptions, including but not limited to interruptions that may impact the receipt, processing, and acceptance of bids or other aspects of an auction or sale.

Controlling Law and Venue: This Agreement, and any matters related to its interpretation, shall be governed by and construed in accordance with the internal laws of the State of TEXAS, without regard to conflict of laws provisions. In line with the Dispute Resolution section below, User explicitly consents to the personal and exclusive jurisdiction of the courts of the State of {state}, located in {county} County.

Dispute Resolution: YOU AGREE TO MEDIATE AND ARBITRATE ANY DISPUTE OR CLAIM BETWEEN OR AMONG YOU AND ANY OTHER REGISTERED USER OR AUCTIONS TO GO ARISING OUT OF OR RELATING TO THESE TERMS, AGREEMENTS, ANY SALE OF EQUIPMENT, 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 {CITY}, {STATE}, 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 DALLAS, TEXAS. 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 PARTIES SHALL HAVE THE RIGHT TO CONDUCT TWO DEPOSITIONS OF EACH OPPOSING PARTY. THE AGGREGATE DEPOSITION DISCOVERY CONDUCTED IN CONNECTION WITH ANY SUCH ARBITRATION HEARING SHALL

NOT EXCEED TEN HOURS FOR EACH PARTY. 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 {CITY}, {STATE} 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.

Notices to Auctions To Go: To be valid, notices must be sent through the contact page and by certified mail, return receipt requested, to Auctions To Go; Attention Legal Department; 11115 Harry Hines Blvd, Dallas, TX, 75229 or to such other address as may be designated from time to time.

Notices to User: Notices to User will be sent via email to the email address provided in User's registration information. Such notices shall be considered received 24 hours after they are sent. Notices to Auctions To Go will be deemed given three days after the date of mailing when sent by certified mail, return receipt requested.

Termination: This Agreement represents a legally binding contract between You and Auctions To Go unless terminated by either party, including Auctions To Go, which may occur at any time, without prior notice, at our sole discretion. Should You become dissatisfied with the Service or the Website in any manner, Your sole recourse is to promptly cease using the Service.

Jurisdiction: The laws of the State of TX shall govern this Agreement.

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Survival: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted to fulfill the intent of this Agreement, and the rest of this Agreement shall remain in full force and effect. The failure of either You or Auctions To Go to enforce any rights or provisions of this Agreement shall not be considered a waiver of such right or provision. You agree that any legal claim arising from the Service or this Agreement must be initiated within six (6) months after the cause of action arises; otherwise, such claim will be permanently barred. This Agreement constitutes the entire understanding between You and Auctions To Go, replacing all prior agreements between the parties on the subject matter herein. All provisions concerning representations and warranties, indemnification, disclaimers, and limitations on liability shall survive any termination of this Agreement.

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Terms remain in full force and effect.

Statute of Limitations: 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 Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.