

TERMS OF WEBSITE USE:

These Terms of Use govern your use of this website. **By using our website you are agreeing to these Terms of Use and are forming a binding contract. Read these terms carefully.**

1. In order to place a bid on our website you must first successfully register for an account using a valid e-mail address. You agree that you will not provide false information in the registration of your account.
2. Items may be paid for by cheque (at our discretion), e-transfer, bank draft, wire transfer, cash, credit card (at our discretion), or debit card. Items paid for by cheques may be held back until the cheque clears at our bank.
3. You warrant that any credit card used for payment of any bids, is your credit card. You will be criminally and civilly responsible for the unauthorized use of a credit card that is not in your name.
4. You must be 18 years or older to place bids on our website. By placing a bid on our website you warrant that you are the age of 18 years or older. Sellers are not permitted to bid on their own items or manipulate the price of their own items.
5. You are responsible to keep your account information and password confidential, and to not share the same with others. You accept all risks of unauthorized access to your account, and are responsible for all actions undertaken using your account. You are responsible to notify us immediately if you suspect that the security of your account has been breached.
6. If you use our website on behalf of a third party or corporation then you warrant that you are an authorized representative of that party or entity and are able to bind the same and agree to these terms of use.
7. We are not responsible if you are unable to register an account or successfully place a bid due to difficulties with your e-mail, our website, internet/ WIFI connection, payment processing, or for any other reason whatsoever. We do not guarantee that use of our website will be uninterrupted, error free, that website defects will be corrected, or that our website is free of viruses.
8. We do not warrant or guarantee the completeness or accuracy of the description of, or information regarding, items sold on our website. We may vary descriptions or delete items at any time without notice.
9. We may vary the dates and times at which bidding begins or ends without notice. We reserve the right to cancel or reschedule any auction without notice.
10. Any bids that you make are not able to be cancelled once submitted.
11. Items will be sold to the highest bidder provided that their payment is successful.
12. All items listed on, and sold through, our website are sold in "AS IS" condition. We do not give any guarantees as to condition, authenticity, source, condition, suitability, function, or duration of function of any item sold on our website.
13. We do not search the title to any item, or the names of the sellers, to make inquiries into whether there are liens registered against items being sold. It is the responsibility of the bidders to make such inquiries and the responsibility of the sellers to disclose the same.
14. All sales are final. There are no refunds, exchanges, or reductions in bids that are accepted.
15. An item is the responsibility, and held at the complete risk of, the seller and or owner of such item who is using our website to sell the same until the purchase price of the successful bid is paid in full. At the time that a successful bid is paid, the responsibility and risk for such item transfers to the successful bidder. This responsibility remains with the successful bidder from that point on,

despite not having possession of the item during storage or transportation. We are not responsible for the loss, theft, damage, or destruction of any items sold or purchase on our website at any time. We will notify the seller and or owner if an item that was not successfully sold is to be picked up by them, after which notice the seller shall have 7 days to pick up the same. If the Seller has not picked up such an item from us within such 7 day period, then the items shall be considered forfeited to us and the seller agrees to pay us a \$25.00 disposal fee, which may be deducted from other proceeds that we hold on their behalf; from the disposal of such item; or by payment from the seller.

16. We are not responsible for determining applicable taxes or remitting any tax. Successful bidders are responsible to pay all applicable taxes.
17. You are solely responsible for resolving any disputes that you have sellers of that item or with other users of our website.
18. If you as the purchaser do not pick up items that you have successfully bid on within 7 calendar days of the posted pick up date then these items will considered to be forfeited without refund. All pick ups of items are to be scheduled with us in advance.
19. We provide a website platform to facilitate the sale of items and communications between a seller and bidder, however in some instances we may be the seller or owner of items listed on this website.
20. We reserve the right to suspend or cancel your account at any time without notice or refund of any amounts that you may have paid to us. Our right to refuse service to you is within our complete discretion.
21. You agree not to copy, distribute, modify, or use any pictures, content, or information from our website.
22. You authorize us to collect and store your information, including: contact information, bids, bid history, searches, and payment information. You agree to the use of cookies and or programs to monitor data and information while you are using our website. We are not responsible for any loss of your user content or information from using our website.
23. We may change the Terms of Use for our website at any time without notice. Such changes will be in full force and effect and binding on you as a user from the time that it is posted on our website. As such we encourage you to read these terms each time you use our website.
24. We strongly recommend that you take advantage of any posted viewing days or request to come view items in person as you are not able to cancel a bid or sale based on the physical state of any item not matching your expectations from online viewing.
25. The highest bid, or any bid, for real estate may not be accepted as all bids for real estate are subject to the seller's approval regarding price, terms, and conditions. We are not acting as realtors or providing legal advice in regard to such sales of real property, but rather are only facilitating advertising and bidding. We make no warranties or representations regarding any real estate that we list, and suggest all sellers and purchasers obtain independent legal advice regarding resulting real estate transactions.
26. You completely indemnify and hold harmless our company, subsidiaries, directors, and employees from any claim that arises, or costs that we incur from your breach of these Terms of Use, or any injury, death, or damage caused by or to an item that was sold or purchased on our website. We are not responsible whatsoever for any damages or losses that you incur from the use of our website or a product purchased therefrom and you release our company, subsidiaries, directors, and employees in this regard.

27. These Terms shall be binding upon and inure to the benefit of both parties and their respective successors.
28. If any provision of these Terms of Use is determined to be unenforceable by a court of competent jurisdiction then such provision shall be deemed separate and severable and the unenforceability of that provision shall not invalidate the remaining Terms of Use.
29. The use of this website, terms of website use, and all sales are governed by the laws of Saskatchewan.

BY REGISTERING FOR AN ACCOUNT ON OUR WEBSITE YOU CONFIRM YOU HAVE READ AND UNDERSTOOD THE ABOVE TERMS OF USE AND ARE ACCEPTING AND AGREEING TO ALL SUCH TERMS AND CONDITIONS.