

Terms Of Service

This software and services agreement (the "Agreement") is a legal agreement between you (either an individual or an entity) and ABC Live Auction World Ltd. ("ABC"), regarding the use of its software and/or services. BEFORE YOU CLICK ON THE "I AGREE" BUTTON BELOW THIS AGREEMENT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE "I AGREE" BUTTON, YOU CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT AS "BUYER". IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK THE "I DISAGREE" BUTTON.

Background FAQ's:

Capitalized terms are defined in the definitions section below.

Who am I contracting with? An ABC Site is a website through which ABC offers services including Bidder Services. It is a mere conduit for offers and acceptance to be exchanged in relation to auctions of Products. When making an offer to purchase a Product or Products which is accepted, I agree that ABC will not be a party to that agreement and will have no responsibility whatsoever for performance of the sale or delivery of the Product(s) upon payment. I further agree that, when I make an offer to purchase a Product or Products, I am agreeing to enter into a contract of purchase with the person identified as the Seller on the ABC Site and on the terms set out on the ABC Site for payment, delivery and other material issues, which contract will come into being when my offer is accepted as the winning bid.

Who is Responsible for Product Descriptions and Warranties? The ABC Site enables individuals, companies and professional auctioneers to list Products for sale. It is those persons who prepare the Product descriptions which appear on the site and it is those persons who are responsible for the accuracy of the descriptions and for all contractual and other warranties made with respect to the product sold. I agree and fully understand that ABC will not be responsible or liable to me for any of the factual and other content of the information posted on the ABC Site. If I have any complaint or claim to make in relation to the purchase of a Product on the ABC Site, I can only make it against the person identified as the "Seller" on the Site.

Following are further terms of my agreement with ABC with respect to my use of the ABC Site as a Buyer:

1. Definitions:

"ABC Sites" means icollector.com, liveauctionworld.com, liveauctiongroup.com, livebiddernetnetwork.com, subsidiary brands, affiliate ABC Sites and its country specific URLs and **"ABC Site"** means one of them.

"ABC Services" means Bidder Services and any other services ABC may provide from time to time.

"ABC Software" means ABC's software, software, including but not limited to online auction tools software, webcast, timed, and silent auction software, which are used on ABC Sites.

"Auction Data" means any data or audio/video content transmitted to you as part of Bidder Services during a live auction.

"Auction Houses" means auction houses accessed through an ABC Site.

"Bidder Information" means any information you provide to us during the registration or bidding, in any public message area or through any email feature.

"Bidder Services" means the services ABC provides on an ABC Site using ABC Software that allow Buyer to participate online as a bidder in Live Auctions run by professional auctioneers and to compete with other online bidders and traditional on-site bidders as further set out on the ABC Site.

"Buyer" means an auction house, company or an individual engaged in attempting to purchase Product(s) posted for sale through an ABC Site.

"Live Auction" means an auction wherein remote users can bid either through absentee bids or real time bids through the internet using the ABC Software on items being auctioned on the floor of an auction house or in another such live event.

"Products" means products posted for sale or for auction on an ABC Site.

"Seller" means an auction house, company or individual listing product for sale through ABC or ABC Services.

2. **ABC is Only a Venue.** The Buyer hereby agrees and acknowledges that (i) ABC has no control over the Buyers or Sellers, their identities, the quality or accuracy of products being offered by the Seller or the ability of the Buyer to complete any transaction; (ii) ABC facilitates online participation in live auctions but is not a party to any actual transaction between the Buyers and Sellers; and (iii) ABC does not control whether an item is actually sold and to which bidder an item is sold.
3. **Implied Agreement with Auction House.** By signing up for an individual auction through an ABC Site, you agree to the terms and conditions set forth by the Auction House you wish to bid with in addition to agreeing with the terms in this document.
4. **ABC Services.** Through its Bidder Services, ABC offers Buyer the opportunity to participate online as a bidder in Live Auctions run by professional auctioneers and to compete with other online bidders and traditional on-site bidders. ABC reserves the right, in our sole discretion, to add, delete, change or suspend some or all of ABC Services at any time without notice. The Buyer agrees and acknowledges that:
 - (a) ABC is not an Auction House and does not conduct the Live Auctions;
 - (b) ABC is solely a passive conduit to facilitate Live Auctions and communication between the Buyers and Sellers; and
 - (c) ABC reserves the right in its sole discretion to change some or all of its ABC Services at any time.

5. **No Guarantee.** You as Buyer agree that ABC does not guarantee or covenant the accuracy of the product description or that the images used to illustrate products are correct or do not violate trademarks or copyrights. ABC does not guarantee or covenant that the Live Auction technology, the ABC site or any related services will meet your requirements or be uninterrupted or error-free. ABC does not guarantee real-time performance of any service or that it will execute all online or absentee bids. ABC HAS NOT UNDERTAKEN ANY REVIEW OR DUE DILIGENCE WITH RESPECT TO THE INFORMATION CONTAINED ON THE ABC SITE AND PROVIDES NO GUARANTEES, COVENANTS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAID INFORMATION AND ITS ACCURACY OR WITH RESPECT TO THE INTEGRITY OR SOLVENCY OF THE "SELLERS" WHO POST PROPERTY FOR SALE THROUGH THE ABC SITE.
6. **NO WARRANTIES.** You as Buyer agree that ABC is not providing any warranty, covenant or representation with respect to the Product(s) sold or auctioned through the ABC Sites and that all such warranties, covenants and representations are provided by the Seller identified on the ABC Site. Without limiting the generality of the foregoing, only the Seller can provide you with warranties of title, non-infringement, merchantability or fitness for a particular purpose. You hereby acknowledge as Buyer that the ABC Software, the data entered into the ABC Software, the Seller's auction information, or any of the ABC Services to be provided may be incorrect, or may be publicly available, or may not be or become available due to any number of factors including without limitation periodic system maintenance, scheduled or unscheduled, acts of God, technical failure of the ABC Software, errors and omissions made in uploading auction data, failure of telecommunications infrastructure, or delay or disruption attributable to viruses, denial of service attacks, increased or fluctuating demand, power failures, system or server failure, travel delays, internet failure, hackers, and actions and omissions of third parties.
7. **LIMITATION ON LIABILITY.** You assume any and all damages resulting from your use of ABC Services and ABC Software and the information contained in or compiled by the ABC Software, and the interaction (or failure to interact properly) with any other hardware or software whether provided by ABC or a third party. To the maximum extent permitted by applicable law, in no event will ABC, its officers, directors, employees, agents, its affiliates, its suppliers or licensors, be liable for any special, incidental or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of goodwill; work stoppage; hardware or software disruption impairment or failure, repair costs, time value or other pecuniary loss) arising out of or in connection with this agreement or the use or inability to use the ABC Services and the ABC Software, or the incompatibility of the software with any hardware software or usage, or negligence of ABC or of any of its officers, directors, employees, agents, its affiliates, its suppliers or licensors.
8. **No Cost.** Currently, ABC does not charge for the use of Bidder Services. ABC reserves the right, in our sole discretion and upon reasonable notice, to charge for Bidder Services in the future.

9. **General Eligibility for Bidder Services.** Buyers using Bidder Services are agreeing to enter into legally binding agreements to purchase Product(s). As a result, you must be able to form a legally binding contract under applicable law to use ABC Services and ABC Software. As a result, and without limiting the generality of the foregoing, ABC Services are not available to minors.
10. **Eligibility for Specific Auctions.** Sellers and Auction Houses may have different standards for approving individual auction participants. You may be required to apply for and obtain approval to participate in a specific auction. Approved Buyers will receive a bidder number. Approval to participate in one auction does not guarantee approval to participate in any other auction. ABC and each Auction House reserve the right to refuse to approve any person applying to participate in any auction.
11. **Use of Your Information.**
 - (a) ABC maintains Buyers' information in compliance with its privacy policy.
 - (b) In order to maintain the integrity of Auction Houses in Canada, ABC advises Auction Houses of the name and email address of any Buyer who breaches an agreement formed with a Seller pursuant to section 14(g) on an ABC Site.
12. **Auction Dates and Times.** Auction dates and times are set by the Seller and are subject to change without notice.
13. **Buyer Representations.** As Buyer, you hereby represent and warrant that:
 - (a) your Bidder Information:
 - (i) is true and accurate;
 - (ii) does not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or personal information including the ABC Software;
 - (b) you are eligible to use ABC Services as set out under section 9.
14. **Bids.**
 - (a) Reserve bid amounts are displayed at the discretion of the Seller.
 - (b) Bids for a particular item are subject to a minimum bid increment as posted. If you bid an amount below the minimum increment, your bid will not be accepted.
 - (c) If you bid an amount between increments, ABC will automatically round your bid down to the nearest increment.
 - (d) Bids for an item do not apply to subsequent offerings of identical or similar items.

- (e) A bid that was unsuccessful may be reinstated if a problem arises with a higher bid.
 - (f) Bidders placing a winning bid through Bidder Services will be notified by email.
 - (g) Once accepted, bids may not be retracted or cancelled and, upon acceptance by the Seller, constitute a binding agreement between the Buyer and Seller.
15. **Taxes/ Buyer's Premium/ Commissions.** You are responsible for any taxes, buyer's premium and commission charges applicable to the purchase of auctioned goods or services obtained through the use of Bidder Services. These charges will be posted on the ABC Sites.
 16. **Auction Data.** ABC owns all right, title and interest in and to all Auction Data, including all intellectual property rights therein and thereto. You agree not to record, store, duplicate, reproduce, re-broadcast or otherwise exploit any Auction Data.
 17. **ABC Software.** ABC owns all right, title and interest in and to all ABC Software, including all intellectual property rights therein and thereto. You do not gain any property rights to ABC Software through the use of Bidder Services. You will not decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the ABC Software or any services provided by the ABC Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of open-sourced components included with the ABC Software).
 18. **Term and Termination.** This Agreement takes effect upon your acceptance of it, and continues until terminated in accordance with this Agreement or you terminate your registration with the ABC Site you signed up with, whichever is sooner. Sections 5, 6, 7, 16, 17, 19, 21, 22 and 23 survive the termination of this Agreement. Without limiting any other remedies, ABC reserves the right to terminate your use of Bidder Services at its sole discretion.
 19. **Release.** You hereby release ABC, its agents, employees, officers and directors from any claims, demands and damages (whether direct or indirect) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with a dispute with one or more Auction Houses arising out of your use of Bidder Services. You acknowledge that ABC is not a party to any actual transaction between bidders and Auction Houses.
 20. **No Agency.** This Agreement does not give rise to any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between yourself and ABC.
 21. **Notices.** Except as explicitly stated otherwise, any notices shall be given by email to the email address you provide to ABC during the registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

22. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. All parties agree that any claim under this Agreement shall be brought in a court of competent jurisdiction in British Columbia.
23. **Assignment.** You may not assign or transfer this Agreement, or any of its rights and obligations hereunder without ABC's prior written consent.
24. **Contact Information.** Should you have any questions concerning this Agreement, or if you desire to contact ABC for any reason, please call (866)-313-0123, Fax (778) 285 - 1189.