

# TERMS OF USE

## AGREEMENT BETWEEN USER AND PAOP

**The PAOP Websites constitute various Websites and Web pages operated by PAOP or its affiliates (collectively, the "PAOP Websites").**

The PAOP Websites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the PAOP Websites constitutes your agreement to all such terms, conditions, and notices.

Additionally, the PAOP Websites may themselves contain additional terms that govern particular features or offers (for example, sweepstakes or chat areas).

In the event that any of the terms, conditions, and notices contained herein conflict with the terms and guidelines contained within any particular PAOP Website, then these terms shall control.

### **Modification of These Terms of Use**

PAOP reserves the right to change the terms, conditions, and notices under which the PAOP Websites are offered, including but not limited to the charges associated with the use of the PAOP Websites. You are responsible for regularly reviewing these terms and conditions.

### **Personal and Non-Commercial Use Limitation**

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The PAOP Websites may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of PAOP and PAOP is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. PAOP is not responsible for webcasting or any other form of transmission received from any Linked Site. PAOP is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by PAOP of the site or any association with its operators.

### **No Unlawful or Prohibited Use**

As a condition of your use of the PAOP Websites, you warrant to PAOP that you will not use the PAOP Websites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the PAOP Websites in any manner that could damage, disable, overburden, or impair the PAOP Websites or interfere with any other party's use and enjoyment of the PAOP Websites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the PAOP Websites.

### **Use of Communication Services**

The PAOP Websites may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities

designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

PAOP has no obligation to monitor the Communication Services. However, PAOP reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. PAOP reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

PAOP reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in PAOP's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. PAOP does not control or endorse the content, messages, or information found in any Communication Service, and, therefore, PAOP specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Participants are not authorized PAOP spokespersons, and their views do not necessarily reflect those of PAOP.

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### **Service Contact**

[paoproost@gmail.com](mailto:paoproost@gmail.com)

### **Termination/Access Restriction**

PAOP reserves the right, in its sole discretion, to terminate your access to any or all PAOP Websites and the related services or any portion thereof at any time, without notice.

### **General**

This agreement is governed by the laws of the State of Pennsylvania, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts in Frederick County, Pennsylvania, U.S.A. in all disputes arising out of or relating to the use of the PAOP Websites. Use of the PAOP Websites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and PAOP as a result of this agreement or use of the PAOP Websites. PAOP's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of PAOP's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the PAOP Websites or information provided to or gathered by PAOP with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and PAOP with respect to the PAOP Websites, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and PAOP with respect to the PAOP Websites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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## **ADDITIONAL TERMS**

### **AUCTIONS & CLASSIFIEDS**

#### **Eligibility; Authorized Use**

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use PAOP Auctions & Classifieds, including the buying, selling and listing of items, and any other services offered on this site (collectively, the "Services") in accordance with all terms and conditions herein. If you are buying or selling goods using the Services, you further warrant that you have legal authority to enter into other binding agreements for the sale or purchase of goods. You agree to be financially responsible for all of your use of the Services (as well as for use of your account by others, including without limitation minors living with you). You agree to supervise and be responsible for all usage of minors of the Services under your name or account. You also warrant that all information supplied by you or members of your household in using the Services, including without limitation your name, e-mail address, street address, telephone number, credit card number, and if you are selling goods, all information about your listed goods, is true and accurate. Failure to provide accurate information may subject you to civil and criminal penalties.

#### **Fees; Payment**

PAOP reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the Services. PAOP further reserves the right to alter any and all fees from time to time, without notice.

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Services.

#### **Using the Services**

PAOP Auctions & Classifieds are offered solely as a forum for you to use the Services to buy and sell goods. PAOP is not involved in any transaction between you and any other party who uses this Site, and is not acting as your or any other party's agent. PAOP cannot screen, censor, or otherwise control the listings or any transactions, including whether a listing is accurately described, whether an item can be legally purchased or sold in your jurisdiction, or whether a transaction will be completed as described by the seller or the buyer. Further, PAOP cannot control or warrant the behavior of the users of the Services. As such, your use of PAOP Auctions & Classifieds and its Services is at your own risk, and PAOP disclaims any liability with regard to use of the Services and any actions resulting from your or any other party's participation in the Services. You hereby agree to release PAOP, its suppliers, service partners, agents, employees, consultants, and trustees from all claims, demands, and damages, whether actual or consequential, of every kind, whether known or unknown, disclosed or undisclosed, arising out of or relating to any and all listings, transactions, or any other use of PAOP Auctions & Classifieds and the Services. Further, because PAOP is not involved in any transactions between you and other users of the Services, PAOP cannot and will not be involved in resolving any disputes relating to any completed or uncompleted transaction for the purchase or sale of listed goods.

You warrant that you will abide by all additional procedures and guidelines, as modified from time to time, in connection with your use of the Services. You further warrant that you will comply with all applicable laws and regulations regarding use of the Services. Without limitation, by listing an item for sale, you warrant that you have the legal right to sell the item, that the item is not counterfeit, and that it is a genuine and authentic item as described by the seller; by making a bid or offer to purchase, you warrant that you have the legal right to make the bid and the resources to honor the bid.

It is your responsibility to determine whether the purchase or sale of any listed item is authorized by law, statute, or regulation. Without limitation, the following items may not be sold or offered for sale on the PAOP Classifieds: firearms, explosives, and ammunition; alcoholic beverages; tobacco products; food that is not packaged or does not comply with all applicable laws for sale to consumers by commercial merchants; pharmaceuticals and controlled substances; counterfeit, pirated or stolen goods; counterfeit, pirated or other unauthorized software, including unlicensed back-up copies, beta or pre-release software, academic edition software licensed solely for use by authorized educational institutions and other users, "fulfillment" software or other software not intended for general public distribution, copies installed on hardware hard drives without authorization, or software unbundled from the hardware it was purchased on or with; any goods that infringe or otherwise violate another party's rights, including copyright, patent, trademark, or rights of publicity or privacy; goods that are, in PAOP's sole discretion, indecent, obscene, or pornographic; registered or unregistered securities; goods that you do not have the legal right to sell; goods that are misrepresented or that do not in fact exist; goods that, if sold via the Services, would cause PAOP to violate any law, statute, or regulation.

PAOP reserves the right to cancel any listing or bid at any time for any reason, with or without cause, and reserves the right to prohibit or restrict access to the Services to anyone at any time, with or without cause.