

# Auction, Sale and Licensing Agreement / End-User License

Intellectual Property Management Company



## Domain Name Online Auction Sale and Licensing Agreement

1. CADOCO Corp. 2915 Ogletown Road Newark, Delaware 19713, U.S.A. having its principal place of business at the same address (the "**Seller**"); and
2. The bidder under the terms of the auction sale as set forth in Schedule 1 [Provision for the Auction hereinafter referred to as the "Brand Booster Auction"] (the "**Buyer**").

### AGREEMENT

#### 1. Definitions

- 1.1 In this Agreement:

"**Online Auction - Sale - Licensing Agreement**" mean this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Assignment Rights**" means all the rights, titles and interests of CADOCO Corp. in the Domain Name and in all registered and unregistered trademark rights and goodwill subsisting in the Domain Name throughout the world. Auction sales, online sales or licensing sales are limited to domain names excluding trademarks, logo designs or designs associated with the domain name published on the website cadoco.com;

"**Business Day**" means any weekday other than a bank or public holiday in United States of America;

"**Website**" refers to the CADOCO Corp. website: [www.cadoco.com](http://www.cadoco.com) and any website used by CADOCO Corp. in connection with the Online Auction and its affiliated trademark hereinafter referred to as the "Brand Booster Auction including Sale and Licensing".

"**Online Auction**" means the CADOCO Corp. website: [cadoco.com](http://cadoco.com) and any website used by CADOCO Corp. in connection with the Online Auction, Sale or Licensing at the time and under the terms of this agreement.

"**911 Bid Booster**" means a proposed leveraged marketing tool to be applied to the online auction as defined in this agreement hereinafter referred to as the "Brand Booster Auction".

"**Buyer's Premium**" there is no buyer's premium such as a percentage for the sale of domain names related to this agreement, with the exception of fees related to optional features or services such as Escrow; a type of legal deposit account for the features, which cannot be released until predetermined conditions are met.

"**Formal Auction Advertise**" As announced on this site and knowing that the dates are subject to change without notice.

"**Buyer Confidential Information**" means:

- (a) any information disclosed by or on behalf of the Buyer to the Seller during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Seller (acting reasonably) to be confidential; and
- (b) the financial terms of this Agreement;

**"Confidential Information"** means the Seller Confidential Information and the Buyer Confidential Information;

**"Domain Name"** means any domain name to be sold as a unique item or offer as a bonus item according to the sale's promotion related to (1) bonus item described in Schedule 1 [Provision for the Auction hereinafter referred to as the "Brand Booster Auction" and Auction-Fast Facts];

**"Effective Date"** means the date of execution of this agreement;

**"Purchase Price"** means the minimum amount published to each domain name in U.S. dollars or more under the terms of the auction sale as set forth in any time without any restriction including Schedule 1 [Provision for the Auction hereinafter referred to as the "Brand Booster Auction" and Auction-Fast Facts];

**"Fully Refund"** means refund(s) according to the terms and conditions to the online auction as defined in this agreement hereinafter referred to as the "Brand Booster Auction".

**"Schedule"** means any schedule attached or linked to the main body of this agreement;

**"Seller Confidential Information"** means: any information disclosed by or on behalf of the Seller to the Buyer during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Buyer (acting reasonably) to be confidential; and

**"Term"** means the term of this agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

## **2. Term**

- 2.1 This agreement shall come into force upon the Effective Date under the terms of the auction sale as set forth in Schedule 1 [Provision for the Auction hereinafter referred to as the "Brand Booster Auction" and Auction-Fast Facts];
- 2.2 This agreement shall continue in force indefinitely, subject to termination in accordance with any other provision of this agreement.

## **3. Assignment of Domain Name**

- 3.1 The Seller hereby assigns the Assignment Rights to the Buyer with full title guarantee.
- 3.2 This assignment shall take effect upon the Effective Date under the terms of the auction sale as set forth in Schedule 1 [Provision for the Auction hereinafter referred to as the "Brand Booster Auction" and Auction-Fast Facts].

## **4. Domain Name transfer process**

- 4.1 The Seller shall ensure that each Domain Name is registered in the name and fully in the control of the Buyer within 5 Business Days, after the official closing of the auction or final sale, following the Effective Date upon Buyer's receipt of full payment in cleared funds, including taxes (if any).
- 4.1 The Seller shall ensure that each Domain Name is registered in the name and fully in the control of the Buyer within 5 Business Days, after the last or final payment related to the licensing of domain name to be used as under exclusive or non-exclusive license granted from the Seller to the Buyer, following the Effective Date upon Buyer's receipt of full payment in cleared funds, including taxes (if any).

## **5. Purchase Price**

- 5.1 The Buyer shall pay the Purchase Price to the Seller in accordance with this agreement.
- 5.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes or "VAT", which will be added to those amounts and payable by the Buyer to the Seller.

## **6. Payment**

- 6.1 The Seller shall issue an invoice for the Purchase Price to the Buyer within the period of 2 Business Days following the Effective Date under the terms of the auction sale as set forth in Schedule 1 [Provision for the Auction hereinafter referred to as the "Brand Booster Auction" and Auction-Fast Facts].
- 6.2 The Buyer must pay the Purchase Price to the Seller within the period of 5 Business Days following the issue of an invoice or and confirmation approval as being the winner in accordance to the terms of the auction sale as set forth in Schedule 1 [Provision for the Auction hereinafter referred to as the "Brand Booster Auction" and Auction-Fast Facts] with this Clause 6.
- 6.3 The Buyer must pay the Purchase Price by means of electronic funds transfer (EFT), using such payment details as are notified by the Seller to the Buyer.

## **7. Fully Refund**

The term full refund applies specifically to the use of the "Brand Booster Domain name" as defined by this agreement, auctions are defined by a mandatory and variable deposit depending on the Buyer's choice(s). The terms and conditions of participation are clearly and strategically displayed in order to minimize the risk of placing a mistaken bid;

The Seller shall apply the applicable refund(s) in accordance with the following terms:

- (a) when for any reason it will be impossible to transfer the domain name or an overbid is approved under the terms of this agreement and as agreed to by all participating buyers;
- b) Seller reserves the right and agrees to refund eligible buyers full refunds equal to the amount received without further administration or transfer fees;
- c) Seller reserves the right and agrees to refund no later than 48 hours after the official closing date of the auction.

## **8. Interest on late payments**

- 8.1 As in traditional auctions, the winner's obligation is to comply with its commitment to purchase according to the terms and conditions set out in this Clause 6.3:
  - (a) Failure by the buyer to fulfill this obligation will result in the sale being deemed cancelled and the buyer will be held responsible for administrative fees and other expenses incurred to resell the product from the date of cancellation of the sale. The interest 18% per annum or at such highest annual rate and applicable at a daily basis until payment is received, regardless of the nature and duration of any applicable judgment.

## **9. Confidentiality obligations**

- 9.1 The Seller must:
  - (a) use the same degree of care to protect the confidentiality of the Buyer Confidential Information as the Seller uses to protect the Seller's own confidential information of a similar nature, being at least a reasonable degree of care; and
  - (b) act in good faith at all times in relation to the Buyer Confidential Information.

9.2 The Buyer must:

- (a) use the same degree of care to protect the confidentiality of the Seller Confidential Information as the Buyer uses to protect the Buyer's own confidential information of a similar nature, being at least a reasonable degree of care; and
- (b) act in good faith at all times in relation to the Seller Confidential Information.

## **10. Publicity**

10.1 The Buyer must not make any public disclosures relating to this Agreement or the subject matter of this Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the Seller, such consent not to be unreasonably withheld or delayed.

10.2 The Seller must not make any public disclosures relating to this Agreement or the subject matter of this Agreement including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the Buyer, such consent not to be unreasonably withheld or delayed.

## **11. Warranties and limitation of liability**

11.1 The Seller warrants to the Buyer that:

the Seller has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

11.2 The Seller warrants to the Buyer that:

as at the date and time of the completion of the transfer of the Domain Name to the Buyer, the Domain Name has never been the subject of any threatened or actual legal proceedings, domain name arbitration proceedings or written complaint, save as disclosed by the Seller to the Buyer before the Effective Date;

11.3 The Buyer warrants to the Seller that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

11.4 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract;

11.5 No guarantees or/or warranties are provided by CADOCO Corp. other than those set forth above or included in this Agreement;

11.6 All sales are final and subject to the terms of this Agreement;

All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

## **12. Limits upon exclusions of liability**

12.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

**SCHEDULE 1 (FAST-FACTS AUCTION INCLUDING ALL info published on the web site including DOCUMENTS DOWNLOADABLE FROM THE WEBSITE: [WWW.CADOCO.COM](http://WWW.CADOCO.COM) ([www.cadoco.com](http://www.cadoco.com)))**

**cadoco.com End-User License Agreement ("Agreement")**

Last updated: May 03, 2021

Please read this End-User License Agreement carefully before **clicking the BID which means "I Agree"** button, downloading or using CADOCO Corp.

**Interpretation and Definitions**

**Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

**Definitions:**

For the purposes of this End-User License Agreement:

**Agreement** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application. This Agreement has been created with the help of the EULA Generator.

**Application** means the software program provided by the Company downloaded by You to a Device, named CADOCO Corp.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to CADOCO Corp., 2915 OGLETOWN ROAD, # 3664 NEWARK, DE 19713 U.S.A.

**Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

**Country** refers to: Delaware, United States

**Device** means any device that can access the Application such as a computer, a cellphone or a digital tablet.

**Third-Party Services** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.

**You** means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

**Acknowledgment**

By clicking the **clicking the BID which means "I Agree"** button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

## **License**

### **Scope of License**

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The license that is granted to You by the Company is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

### **Third-Party Services**

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

### **Term and Termination**

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

### **Indemnification**

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

### **No Warranties**

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section 11 shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

### **Limitation of Liability**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application or through the Application.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

### **Severability and Waiver**

#### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

### **Product Claims**

The Company does not make any warranties concerning the Application.

### **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

### **Changes to this Agreement**

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

### **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

### **Entire Agreement**

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

### **Contact Us**

If you have any questions about this Agreement, You can contact Us: By email: [abc@cadoco.com](mailto:abc@cadoco.com)

By visiting this page on our website: <https://cadoco.com/contact-us>