

Terms of Use for Online Classified, Sale, Lease, Consignment, and Online Advertising Services; Privacy Policy and Intellectual Property Use

1. These Terms of Use apply to **Negotiated.us**, as well as any other affiliated *Sites*, digital services, or applications on which a link to these Terms of Use appears (collectively, the *Site*). As used herein, the **Owner** refers to **NEGOTIATED, LLC**.
2. These Terms of Use apply to all visitors (which shall include persons and representatives of all legal entities, whether such representatives are persons or digital engines of a kind that crawls, indexes, scrapes, copies, stores or transmits digital content).
3. These Terms of Use may be modified at any time and from time to time; the date of the most recent revisions will appear on this page, so check back periodically. You agree that your use of the *Site* is subject to the Terms of Use then in effect. Continued access to the *Site* by you following any modification in the Terms of Use will constitute your acceptance of the Terms of Use as modified. If you do not agree to be bound by all of the terms set forth below, do not use this *Site*.
4. **WEBSITE PROVIDED AS-IS, AS-AVAILABLE**
 - A. The materials comprising the *Site* are provided by the *Owner* as a service to you for your noncommercial, personal use on an **as-is, as-available basis**. You acknowledge that you are using the *Site* at your own risk.
 - B. *Owner* assumes no responsibility for any errors or omissions in the materials comprising the *Site*. The *Owner* makes no commitment to update the information on the *Site*. No advice or information given by the *Owner* or any other party on the *Site* shall create any warranty or liability. Further, *Owner* is not responsible for any content transmitted or posted to the *Site* by a third party. Any such third party content does not necessarily represent the opinions, beliefs, or positions of the *Owner*.
 - C. *Owner* periodically schedules system downtime for maintenance and other purposes. Unplanned outages also may occur. *Owner* shall have no liability for the resulting unavailability of the *Site* or for any loss of data or transactions caused by planned or unplanned system outages, or any outages of webhost providers.
 - D. ***Owner* makes no, and expressly disclaims any, representations or warranties, express or implied, regarding the *Site*, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. *Owner* makes no, and expressly disclaims any, warranties, express or implied, regarding the correctness, accuracy, completeness, timeliness, and reliability of the text, images, graphics, links to other *Sites* and any other items on the *Site* or accessed via the *Site*, or that the *Site* will be uninterrupted, error-free or free of viruses or other harmful components. Under no circumstances shall the *Owner*, its affiliates, or any of their respective partners, officers, directors, employees, agents or representatives be liable for any damages whatsoever, whether direct, indirect, special or consequential damages for lost revenues, lost profits, or otherwise, arising from or in connection with this *Site*, the materials contained herein, or the Internet generally. These disclaimers of warranties and limitations of liability shall apply to the fullest extent permitted by applicable law.**

E. The *Owner* is not responsible for, and does not control, any third party content or advertisements which are posted on this *Site*, nor does it take any responsibility for the goods or services provided by its advertisers.

5. COPYRIGHT

A. All materials contained in the *Site*, including software, text, videos, photographs, images, sound files and other materials (collectively, **Content**), are protected by copyright laws, and may not be reproduced, republished, distributed, transmitted, sold, displayed, broadcast or otherwise exploited in any manner without the express prior written permission of either the *Owner* or, in the case of content licensed by the *Owner* from third parties, the entity that is credited as the copyright holder of such licensed content. Unauthorized use of Content may violate copyright, trademark and other laws. You have no rights in or to the Content and you may not use the Content except as permitted under these Terms of Use. You may download freely-accessible Content (one copy per page) from the *Site* for your personal and non-commercial use only, without altering or removing any trademark, copyright or other notice from Content. Any third party materials transmitted or posted to the *Site* become the copyrighted property of the *Owner*, and may be used, reproduced, published, distributed, transmitted, sold, displayed, broadcast or otherwise exploited by the *Owner*. If you violate these Terms of Use, your permission to access the *Site* terminates and you must immediately destroy any copies you have made of the Content.

B. *Owner* does not permit infringement of intellectual property rights on the *Site*. If you believe that any Content on the *Site* infringes your copyright or other intellectual-property rights, you may notify the *Owner* by providing the information required by the Online Copyright Infringement Liability Limitation Act section of the Digital Millennium Copyright Act, 17 U.S.C. 512 (c)(3), to the *Owner* at 1807 South Pearl Street, Denver, CO 80210 and mike@negotiated.us.

6. IMPERMISSIBLE USES OF THE WEBSITE

A. You agree not to: (a) systematically retrieve data or other Content from the *Site* to create or compile, directly or indirectly, a collection, compilation, database, directory or the like, whether by manual methods, through the use of **bots** or otherwise; (b) use any trademarks, trade names or other intellectual property of the *Owner* or any other party from the *Site* as metatags on other *Sites*, to disparage any party or in any manner that may damage any goodwill in the intellectual property; and (c) collect usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other communications.

B. The following activities on the *Site* are expressly prohibited: (i) any use of the *Site*, which in *Owner's* sole judgment, degrades the reliability, speed, or operation of the *Site* or any underlying hardware or software thereof, and (ii) any use of the *Site* which is unlawful or in violation of these Terms of Use.

C. *Owner*, Negotiated, www.negotiated.us, and all other trademarks, trade names, logos and other intellectual property owned by the *Owner* are the property of the *Owner* and cannot be used without the *Owner's* express prior written permission.

7. USER CONTENT

A. *Owner* may provide users an opportunity to transmit or post text, videos, photographs, images, sound files and/or other content to the *Site* (collectively, **User Content**) and may provide for the hosting, sharing and/or publishing of such User Content. *Owner* does not necessarily endorse, support, sanction, encourage, or agree with User Content and expressly disclaims any and all liability in connection with any User Content.

B. You shall not transmit or post any User Content that: (i) is unlawful, threatening, harassing, abusive, false, inaccurate, deceptive, misleading, offensive, distasteful, inappropriate, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent, invasive of another's privacy or harmful to minors in any way; (ii) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law; (iii) is copyrighted, protected by trade secret, patent, trademark or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit or post the material and to grant *Owner* all of the license rights granted herein; (iv) refer derisively to the goods or services of others; (v) includes any disruptive elements that may damage or interfere with the *Site* such as computer viruses, bots, worms, bombs, or trojan horses; (vi) impersonates another person; (vii) includes any person's full name or personal or identifying information without that person's authorization; or (viii) violates the law or otherwise violates these Terms of Use.

C. In connection with any User Content you submit, affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize the *Owner* to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the *Site* and these Terms of Use; (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the *Site* and these Terms of Use; and (iii) it complies with these Terms of Use.

D. You understand that all User Content is the sole responsibility of the person who transmits or posts that User Content. This means that you, and not *Owner*, are entirely and solely responsible for all User Content that you transmit or post and for the consequences of *Owner* publishing such User Content. *Owner* does not and cannot review the User Content transmitted or posted by users and is not responsible for such content. However, *Owner* shall have the right, but not the obligation, to refuse, delete, move, remove, or edit any User Content that violates these Terms of Use or is otherwise objectionable, as determined by the *Owner* in *Owners* sole discretion and without notice. Any specific complaints regarding User Content must be directed to mike@negotiated.us, and any promise by *Owner* to investigate, delete, remove, or otherwise edit any User Content shall be non-binding unless expressly provided in writing by *Owner*.

E. You agree to indemnify the *Owner* and its affiliates, and each of their respective partners, officers, directors, employees, agents and representatives, against, and to hold each of them harmless from, any and all claims and liabilities (including attorney's fees) that may arise from your use of the *Site*, your transmission or posting of User Content, your unauthorized use of material obtained from the *Site*, your breach of these Terms of

Use, your violation of any law, regulation or any right of any other person or entity, and any unauthorized use of your account or password. *Owner* reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

F. By transmitting or posting User Content, you grant *Owner* the perpetual, non-terminable, worldwide, nonexclusive, royalty-free, and transferable right and license to use, reproduce, edit, remove, modify, publish, transmit, display, distribute, have distributed, promote, perform, and prepare derivative works of, all or any portion of such User Content in any form, in any medium now existing or hereinafter invented for any purpose, including commercial uses. You waive any moral rights you may have in the User Content. You also grant each user of the *Site* a non-exclusive license to access your User Content through the *Site*, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content as permitted through the functionality of the *Site* and under these Terms of Use.

8. USER ACCOUNTS AND PASSWORDS

A. To use certain optional features and functions of the *Site*, users may be given the opportunity to create user accounts with passwords. You agree to maintain the confidentiality of your user account information and password(s) and you agree not to use your user account(s) or password(s) for any unauthorized purpose. By creating any user account, you represent, warrant and certify that you are at least eighteen (18) years of age.

B. You are responsible for actions undertaken by those using your user account(s) and password(s). *Owner*, in its sole discretion, may suspend or terminate your user account(s) for any reason without notice, including but not limited to if you or anyone using your user account(s) or password(s) violates or attempts to violate these Terms of Use.

C. *Owner* may, in appropriate circumstances, terminate your user account(s), if you are determined to be a repeat infringer. You may be determined to be a repeat infringer if the *Owner* determines that you have posted or transmitted infringing User Content more than once.

9. PRIVACY POLICY

The *Owner* has established a Privacy Policy (which is set forth below) as modified from time to time, which explains how information is collected on the *Site* and used. The Privacy Policy is part of these Terms of Use and is incorporated herein by reference.

10. PLEASE BE ADVISED THAT OWNER IS NOT A PARTY TO ANY TRANSACTION BETWEEN BUYER AND SELLER. The *Site* acts as a venue to allow a member of this *Site* (each, a *member*) to offer for sale, or rent, in a variety of pricing formats, a specific product or service to potential buyers. *Owner* is not involved in the actual physical transaction between buyers and sellers even though *Owner* may from time to time provide tools that enable a member or visitor to the *Site* to enter into a transaction directly with the member. As a result, the quality, safety or legality of the products and services advertised, the truth or accuracy of the products and services listed (including the content thereof or any product and service review), the ability of members to buy or rent products and services, the value or fulfillment of any complementary add-ons or features that may be offered in connection with any product or service advertised in

an effort to attract advertising, such as complementary gift cards or other complementary products or services or the ability of users to pay for products and services are solely the responsibility of the users.

11. PERSONAL USE

A. Although *Owner* does charge a fee to members to advertise their products and services on the *Site*, *Owner* does not charge visitors to access the *Site* and research products and Uses. Accordingly, *Owner* grant members a limited, revocable, non-exclusive license to access the *Site* to, as applicable, advertise products and services for sale and rent or research, view or make legitimate inquiries to members regarding their interest in particular products and for their personal use, all in accordance with these Terms. Any other use of the *Site* is expressly prohibited. Importantly, this license does not include any right of collection, aggregation, copying, duplication, display or derivative use of the *Site* nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without *Owner's* prior written permission.

12. CHANGES TO SITE

Owner may change, suspend or discontinue any aspect of the *Site* at any time, including the availability of any *Site* features, database, or content. *Owner* may also impose limits on certain features or services or restrict your access to parts or all of the *Site* without notice or liability.

13. DATA TRANSMITTAL

Each user acknowledges and agrees that, regardless of such user's physical location, *Owner* may store and process any data transmitted to the *Site* from such user at locations both within and outside of the United States.

14. IDENTITY VERIFICATION

A. User verification on the Internet is difficult and *Owner* cannot and does not confirm each user's purported identity. *Owner* encourages you to communicate directly with a prospective buyer or user through the tools available on the *Site* as appropriate and available.

B. You agree to (i) keep your password and online ID secure and strictly confidential, providing it only to authorized users of your account, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify *Owner* immediately and select a new online ID and password if you believe your password may have become known to an unauthorized person, and (iv) notify *Owner* immediately if you are contacted by anyone requesting your online ID and password. When you give someone your online ID and online password, you are authorizing that person to access and use your account, and you are responsible for any and all transactions that person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed.

C. EACH USER ACKNOWLEDGES AND AGREES THAT: (i) NEITHER THE *SITE* NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S PASSWORD THAT OCCURS BEFORE SUCH USER HAS NOTIFIED US OF POSSIBLE UNAUTHORIZED USE OF SUCH PASSWORD AND *OWNER* HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE; AND (ii) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD

COULD CAUSE YOU TO INCUR LIABILITY TO BOTH THE *SITE* AND OTHER USERS. Further, *Owner* may suspend or cancel your listing at any time even without receiving notice from you if *Owner* suspects that your password is being used in an unauthorized or fraudulent manner.

D. *Owner* does not tolerate spam. Therefore, without limiting the foregoing, you are not licensed to add a *Site* user without the *Owner's* express consent.

15. RELEASE

A. **IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE *SITE* (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION), YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE *OWNER* AND ANY MEMBER OF THE *SITE*, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE *SITE*. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

16. INDEMNITY

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD *OWNER* AND ANY MEMBER OF THE *SITE* (COLLECTIVELY, THE *INDEMNIFIED PARTIES*) HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE *INDEMNIFIED PARTIES* IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE *SITE* (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION), ANY CONTENT POSTED BY YOU TO THE *SITE* OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. *OWNER* RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

17. DISCLAIMERS

A. **All data, software, and documentation in this Web site are provided "as is" without warranty of any kind, either expressed or implied. This owner of *NEGOTIATED, LLC*, its affiliates, agents and licensors cannot and do not warrant the accuracy, completeness, non-infringement, merchantability or fitness of any information contained on this site.**

B. **The views and opinions of authors published on this site do not necessarily reflect those of *NEGOTIATED, LLC*.**

C. **Reference to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement or recommendation by *NEGOTIATED, LLC*.**

Nor shall any information or statements contained on this server be used for the purposes of advertising, or to imply an endorsement or recommendation.

D. With respect to any documents available from this server, neither NEGOTIATED, LLC nor any of its employees make any warranty, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. Further, neither NEGOTIATED, LLC nor any of its employees assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed; nor do they represent that its use would not infringe privately owned rights.

E. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You specifically acknowledge that NEGOTIATED, LLC is not liable for your defamatory, offensive, infringing or illegal materials or conduct, or that of third parties, and NEGOTIATED, LLC reserves the right to remove such materials from the Website of NEGOTIATED, LLC without liability.

F. The information published on this web site was valid at the time of publication. NEGOTIATED, LLC reserves the right to make changes and improvements at any time and without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.

G. The Website of NEGOTIATED, LLC contains links to and frames of sites which are not maintained by NEGOTIATED, LLC. While we try to include only links to or frames of those sites which are in good taste and safe for our visitors, we are not responsible for the content of those sites and cannot guarantee that sites will not change without our knowledge, and inclusion of such links and frames in the Website of NEGOTIATED, LLC does not imply NEGOTIATED, LLC's endorsement of the linked or framed sites or their content.

H. By sending us a message in the e-mail or comment or review area (if operational), you agree to have it along with your name posted for public viewing both here and in other promotional and advertising materials of NEGOTIATED, LLC without compensation. We will try to post as many of the messages as we can, although we cannot promise to post any or every submission. All messages that are posted here represent the opinions of other users of www.negotiated.us and do not represent the ideas or opinions of NEGOTIATED, LLC. You may copy them as much as you like for personal use, but redistribution in any way requires the permission of NEGOTIATED, LLC. In consideration of this authorization, you agree that any copy of this information which you make shall retain all copyright and other proprietary notices contained here in this Website.

I. The search engine and access to this website of NEGOTIATED, LLC is provided to you at no cost, *as is*. All efforts will be used to maintain the site but you should *not* assume that it is error-free or is suitable for the particular purpose

that you intended when gaining access to the site. NEGOTIATED, LLC is not responsible for the results of any defects that may be found to exist in the site or any lost profits or other consequential damages that may result from such defects.

J. NEGOTIATED, LLC's search engine refers sites and information located worldwide throughout the Internet. Because NEGOTIATED, LLC has no control over such sites and information, it makes no guaranties as to those sites and information, including: (1) the accuracy, currency, content, or quality of the search results, or (2) whether the search may locate any unintended and objectionable content.

18. NEGOTIATED, LLC respects the intellectual property interests of other parties. If you believe that your work appears on this Website in a way that constitutes copyright infringement, you may notify NEGOTIATED, LLC and provide the following information:

- A. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- B. A copy of the copyrighted work that you claim has been infringed, or a description of the copyrighted work, including the URL (i.e., web page address) of the location where the copyrighted work exists;
- C. Identification of the URL or other specific location on the site of NEGOTIATED, LLC where the material that you claim is infringing is located;
- D. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- E. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- F. Your name, address, telephone number, and e-mail address.

19. To the fullest extent permitted by law, in no event shall *Owner* or any of its directors, employees or agents have any liability whatsoever to any person for any direct or indirect loss, liability, cost, claim, expense or damage of any kind, whether in contract or in tort, including negligence, or otherwise, arising out of or related to the use by you of all or part of this web site or the *Software*.

20. INTELLECTUAL PROPERTY RIGHTS

Owner retains all right, title and interest (including copyrights, trademarks, patents, as well as any other intellectual property or other right) in all information and content (including all text, data, graphics and logos) on this Website.

21. TRADEMARKS

The trademarks, service marks and logos used and displayed on the Site are registered trademarks and service marks of *Owner*. You are not granted, expressly or by implication, estoppels or otherwise, any license or right to use any trademark, service mark or logo used or displayed on the Site, without the express written permission of *Owner*.

22. PATENTS

The technology and products, including products that may from time to time be available on the Site, may be protected by one or more United States patents. International patents and patents pending may also be applicable in their respective countries.

23. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

24. NOTICES

Except as explicitly stated otherwise, any notices shall be given (in the case of you contacting *Owner*) by email to mike@negotiated.us or by postal mail to 1807 South Pearl Street, Denver, CO 80210. If *Owner* needs to send you notice, *Owner* may send such notice to the email address you provide to *Owner* during the registration process. Notice shall be deemed given upon receipt or 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, *Owner* may give you notice by certified mail, postage prepaid and return receipt requested, to any address provided to *Owner* during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

25. YOUR RECORD OF THESE TERMS

Owner does not separately file the terms entered into by each user of the *Site*. Please make a copy of these terms for your records by printing and/or saving a downloaded copy of the terms on your personal computer.

26. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

27. MEMBER ELIGIBILITY; ACCURACY OF INFORMATION

A. Uses of the *Site* may only be members who can form legally binding contracts under applicable law. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

B. Each member further represents and covenants that any information submitted to the *Site* during such member's registration with the *Site* shall be true and correct. User and Member further agree to provide notice to the *Site* by submitting a form regarding any updates to any such contact information previously submitted by member to the *Site*. As a condition of listing each member agrees to provide, such proof of identity, proof of ownership, and proof of right to list properties as *Owner* may request.

C. Each member further represents and covenants that: (i) it owns and/or has all necessary rights and authority to offer for rent and to rent the property listed by such member; (ii) it will not wrongfully withhold a rental deposit in breach of the underlying rental agreement; (iii) that it will accurately describe the subject rental property and will not fail to disclose a material defect in a rental property; (iv) that it will not wrongfully deny access to the listed property; and (v) that it will not fail to provide a refund when due in accordance with the underlying rental agreement. Upon *Owner's* request, each member agrees to promptly provide to *Owner* such proof of personal identification, ***proof that the condition, location, or amenities associated with the property are***

accurately described in the listing, proof of ownership of the property listed on the *Site*, and/or proof of authority to list the property as *Owner* may request.

28. CONTENT, LAYOUT AND COPY

A. *Owner* reserves the right to determine in *Owner's* sole discretion the final design, layout and functionality of the *Site*, which is subject to change from time to time without notice.

B. *Owner* reserve the right, in *Owner's* sole discretion, to review and edit copy or amend the content, layouts, videos, or photographs supplied by any member. All content and copy edits submitted by members are subject to review and approval by *Owner*.

C. Notwithstanding *Owner's* right to edit and amend the content, copy, videos, and photographs, *Owner* does not accept and *Owner* shall not have any liability for any loss or damage resulting from the design or positioning of the copy, properties, content, videos, and/or photographs or any change made to any content, video, photograph or copy submitted by any member or edited or amended by *Owner*.

D. If you offer any *freebies* in connection with your product or service listing, you agree you will not charge one rate for your product or service with *freebies* and a separate, lower rate for your product and service without *freebies*.

29. PHOTOGRAPHS

A. All printed (paper based) photographs submitted by a user member will be discarded after *Owner* has scanned the same into *Owner's* electronic database. Regretfully, *Owner* is unable to return such photographs to you or retain paper copies in *Owner's* files.

B. *Owner* will use reasonable efforts to reproduce faithfully any video or photograph submitted, but *Owner* is not responsible for any loss or damage or harm otherwise resulting from any defect in this regard.

C. By submitting a video or photograph either electronically through the *Site* or by mailing a paper photograph to *Owner's* offices, the user member represents and warrants that:

- It holds all intellectual property rights with respect to each submitted video or photograph or has secured from the copyright holder all rights necessary for the video or photograph to be used in an online advertisement,
- That any people in the video or photograph have given permission for their likeness to be displayed in an online advertisement,
- That the video or photograph accurately and fairly represents the subject of the video or photograph and has not been altered in any manner that would mislead a viewer of that video or photograph, and
- That it will indemnify and hold harmless the *Owner's* and any member of the *Site* from any cause of action arising from any misrepresentation with respect to any and all the videos or photographs so submitted.

D. Each user member agrees that *Owner* may reproduce in whole or in part any videographic or photographic material supplied by such member in the promotion of either such member's property or the promotion of the *Site*.

E. It is the user member's responsibility to obtain reproduction permission for all videographic or photographic and other material used in their advertisements. The member warrants that he is the owner of the copyright in such material or is authorized by the owner thereof to grant to use the rights therein contained.

30. HYPERTEXT LINKS

Owner reserves the right to refuse hypertext links to, or addresses of, other websites from members' pages, and to remove links or addresses without notice at *Owner's* sole discretion. Further, *Owner* reserves the right to charge for hypertext links at any time.

31. FEEDBACK

Any entries in the Feedback section of any member's listing must be genuine comments from users who have purchased or rented the products or services advertised. The e-mail address(es) of the buyer(s) whose comments are given must be supplied by a member to *Owner* upon *Owner's* request.

32. SUBSTITUTION OF PRODUCT OR SERVICE

Each advertisement may only relate to a specific product or service. The product or service in an advertisement may not be substituted by another product or service. If a member submits changes to an existing listing that, if approved, would substantially alter the listing to make it that of another product or service, then *Owner* has the right to terminate the listing and may choose, in *Owner's* sole discretion, and to retain any fees associated with the term of the previously existing listing as compensation for the violation of this condition.

33. ADVERTISING MORE THAN ONE PRODUCT OR USE ON ONE ADVERTISEMENT

Each advertisement on the *Site* displays an individual and uniquely identified product or service available. The listing specifically cannot be a mere example of products or services. Only one product or service can appear on each advertisement. *Owner* reserves the right to amend the copy or remove any advertisement when more than one product or service is described in such advertisement, and may choose, in *Owner's* sole discretion to retain any fees associated with the initial term of such non-conforming listing as compensation for the violation of this condition.

34. UNAUTHORIZED PAYMENT METHODS

A. No member may request any buyer to mail cash, or utilize any instant-cash wire transfer service such as Western Union or MoneyGram in payment for all or part of a product or service transaction. Any violation of this term or any other unacceptable payment methods that may be posted on the *Site* from time to time may result in the immediate removal of the non-conforming listing from the *Site* without notice to member and without refund.

B. Payment methods for consigned equipment are included in the consignment section.

35. CANCELING AND DISABLING OF LISTINGS

A. Annual Subscriptions (as available). All listings are sold to run the full term that is chosen by the member. Annual subscriptions (one year and two year) can be cancelled at any time. Cancelling a listing will not disable the listing. Upon cancellation,

a listing will continue to run through the end of the term in which it was cancelled. When a listing is disabled it is no longer visible on the *Site*. No refunds or extensions of time are available for disabled listings. Please take this into account prior to adding additional yearly listings or upon renewal of your yearly listing. If you have any questions about disabling or canceling your listing, please contact *Owner* and include your product number.

B. Monthly Subscriptions (as available). All listings are sold to run the full term that is chosen by the member. Monthly subscriptions can be cancelled at any time. Cancelling a listing will not disable the listing. Upon cancellation, a listing will continue to run through the end of the term in which it was cancelled. When a listing is disabled it is no longer visible on the *Site*. No refunds or extensions of time are available for disabled or cancelled monthly listings.

C. *Owner* reserve the right to refuse in *Owner's* sole discretion any advertisement submitted to *Owner* either through *Owner's* online submission process or sent to *Owner's* offices for *Owner* to load or post onto the *Site*. *Owner* may refuse to publish the advertisement for any reason, and each current or prospective member expressly agrees to release and hold *Owner* harmless from any loss or liability that may arise from such a decision.

D. If, in *Owner's* sole discretion, any member submits unsuitable material to the *Site* or into *Owner's* database, persistently misuses the *Site* or the online systems, or is in material breach of these Terms, *Owner* reserves the right to remove immediately such member's property from the *Site* without refund.

E. If *Owner* becomes aware of or receives a complaint from any person or entity regarding a member's listing or practices that, in *Owner's* sole discretion, warrants the immediate removal of such member's allegedly offensive listing from the *Site* (for example, and without limitation, if a member double-sells a product for multiple buyers, or engages in any practice that, in *Owner's* sole discretion, would be considered unfair within the classified advertising industry, or if *Owner* receives a complaint that any listing's content infringes on the rights of a third party), then *Owner* may immediately remove the allegedly offensive listing from the *Site* without notice to the member and without refund while *Owner* investigates the basis for the complaint. If *Owner* concludes, in *Owner's* sole discretion, that any such complaint is meritorious, then *Owner* may permanently remove the offensive listing from the *Site* without notice to the member and without refund.

F. If any member is in breach of these Terms or its obligations then *Owner* may immediately remove such member's listing from the *Site* without notice to the member and without refund.

36. TRANSFER OF LISTING

No listing may be transferred to another party until the completion of the advertising contract or *Owner* may, at *Owner's* discretion, charge a reasonable transfer fee.

37. PAYMENT TO OWNER

A. General. Payment for monthly subscriptions must be made in U.S. Dollars paid either by major credit card or debit card. Payment for annual subscriptions must be made in U.S. Dollars paid either by major credit or debit card, or a check drawn on a

U.S. bank. *Owner* does not store your credit card information on *Owner's* servers, and *Owner* does not keep credit card numbers on any server in any file or database, rather, *Owner* will recall your credit card information from *Owner's* payment provider when and if needed for any auto-renewal of your subscription.

B. Automatic Renewal. As of November 12, 2018, for any subscription paid for via credit card, such subscription shall automatically renew at the expiration of the then-current term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate. This automatic renewal feature allows your service to remain uninterrupted at the expiration of your then-current term. If you do not wish for your subscription to be automatically renewed, you must manually cancel your subscription. Upon any such manual cancellation, your subscription will remain active through the expiration of your then-current subscription term; however your subscription will not be automatically renewed upon the expiration of your then-current term. If your subscription is cancelled at the end of your then-current subscription term for any reason and you thereafter desire to renew your subscription, you will be required to pay the then-current non-promotional subscription rate to activate a new subscription. If you do not cancel your subscription or if you continue to use *Owner's* subscription service, you re-affirm and authorize *Owner* to charge your credit card at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate. You agree to be responsible for any such charges, and *Owner* reserves the right to obtain payment directly from you if necessary. You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card.

C. Consignments. Payments for consignments will be in accordance with the Consignment agreement that will be provided and accepted under separate cover.

38. SEVERABILITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

39. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

40. MANDATORY ARBITRATION

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

41. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

42. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

Privacy Policy

This Privacy Policy discloses the privacy practices for www.negotiated.us (the **Site**). This Privacy Policy governs the use and collection of information collected from you on the **Site**. This Privacy Policy does not apply to information you may provide to **Owner** offline or through any means other than the **Site**, other than as specifically identified below. As used herein, we, us and our refers to NEGOTIATED, LLC.

Please read this Privacy Policy carefully so that you understand our online privacy practices. In addition, please review our Terms of Service, which also govern your use of this **Site** and which incorporate this Privacy Policy by reference. Your use of this **Site** indicates to us that you have read and accept our privacy practices, as outlined in this Privacy Policy.

1. What Information Is Collected?

A. Personally Identifying Information (PII). To take advantage of certain optional features or functions of the Website, we may ask you to provide us with certain personally identifying information. Personally identifying information is information that could reasonably be used to identify you personally (such as your full name, address, or email address), and which we may refer to here as PII. For example, you may be asked to supply your name and email address if you complete the optional registration process for the Site, if you choose to consign or purchase equipment through the Site. You can choose not to provide such information, but then you may not be able to take advantage of or participate in some features of the Site. We do not automatically collect any PII from visitors to the Site. After creating a profile, if you wish to change any of your profile information, you may do so by clicking the "Your Profile" link on the Site and then clicking the appropriate link under "Manage Your Personal Profile." We may also combine information you have otherwise provided to us with PII you submit on the Site.

B. Children Under the Age of 18. We do not knowingly collect or solicit personally identifying information from or about children under the age of 18. By submitting any personally identifying information, you certify that you are at least 18 years of age. If we discover that we have received any information from or about a child under 18 in violation of this statement, we will delete that information. If you believe that we have collected personally identifying information from or about a child under the age of 18, please contact us at the address provided in the "QUESTIONS" section below.

C. Non-Personally Identifying Information

1. Cookies. Like many website operators, we sometimes make use of browser "cookies." A "cookie" is a small piece of information that we use to assign each visitor's computer a unique, random numerical identification code that resides in a designated file on your computer. Our cookies do not automatically collect personally identifying information. We may use information collected from cookies to recognize your browser when you visit the **Site**, to facilitate easy login, to attempt to personalize the **Site** for each user, to ensure

that your browser does or does not see the same ad over and over again, to sequence ads and offers in a series and to track page usage and paths, to help serve advertisements, or to facilitate your ability to navigate the *Site*. We may link the cookie to *PII* you submit or other information we collect. Separately, third party companies that serve advertisements on the *Site* may use cookies and other tracking information, as further detailed below, to collect information about your visits to this *Site* and other websites.

2. Log Files. Like most websites, we use tracking programs that collect information about log files, including browser types, internet service providers (ISPs), referring/exit pages, platform types, date/time stamps, number of clicks, and Internet protocol (IP) addresses,. An IP address is a number that is automatically assigned to your computer whenever you access the Internet, which web servers use to identify where to send the information your computer requests. We may use IP addresses for a number of purposes, such as system administration, to report aggregate information to our business partners, or to audit the use of the *Site*. We may disclose such non-personally identifying information, such as aggregated statistics, to third parties for a variety of purposes, including describing our services, marketing, and improving the experiences of visitors to the *Site*. The information that we collect regarding log files is not linked to personally identifying information.

3. Web Beacons/Web Bugs (Clear GIFs/ Single-Pixel GIFs). A web beacon allows the party that set the web beacon to monitor and collect certain limited information about the movements of online Web users. No personally identifying information is collected through web beacons or web bugs. Advertisers on the *Site* may elect to use third party advertising companies to serve ads on the *Site*, and they may use such web beacons to recognize your computer each time they send you an advertisement, in order to measure the effectiveness of their ads and to personalize advertising content. In this way, they may compile information about where individuals using your computer or browser saw their advertisements and determine which advertisements are clicked. Advertisers may also place a web beacon to allow them to recognize an existing cookie on your browser if from the same service. We do not control web beacons used by such third parties.

2. How is the Information Collected Used, and How Can I Opt Out?

A. Personally Identifying Information. *PII* that you voluntarily submit may be used for the purposes authorized when it was submitted. For example, if you submit *PII* to request services or content, the information that you submit may be used to fulfill your request. We, our advertisers, or third parties selected by us may send you special offers and information, including by email, if you have not opted out of receiving such information and offers. If you do not wish to receive such special offers and information sent by email, you may follow the instructions for unsubscribing included within any of such special offers or informational emails.

B. Administrative Purposes. We may use *PII* you submit to contact you for internal administrative purposes such as site administration, troubleshooting, or processing of e-commerce transactions, or relating to your use of the *Site* or Content you post on the *Site*, or in our discretion to notify you of major changes to the *Site* or this Privacy Policy.

C. Service Providers and Third Parties. Personally identifying information may be shared with third parties as disclosed in this Privacy Policy or at the time you provide your information. Third parties that provide support for the operation of the *Site* or features thereof may also have access to such information. We may also share personally identifying information we have about our users with third parties so that the third parties can send you information and special offers, unless you choose to opt out from such sharing by clicking on the unsubscribe link included in such emails. We may also share your *PII* with third parties to accomplish the purposes for which it was submitted. In all cases, we will use the information only as permitted by law.

3. Facilitating Use of the *Site* and Customizing Content. We may use information collected from cookies and other tracking technology to recognize your browser when you visit the *Site* and to attempt to personalize the *Site* for each user, to sequence ads and offers in a series and to track page usage and paths. You can configure your browser to refuse all cookies or to indicate when a cookie is being set by choosing this option in the preferences or menu options in your browser. However, if you disable cookies, you may not be able to use certain optional features or functions of the *Site*.

4. Third Party Advertisements. We also use third party companies to serve advertisements on the *Site*. These companies may use cookies and other tracking information to collect information about your visits to this *Site* and other websites, so that they can measure the effectiveness of ads, and to track page usage and paths followed during visits. These companies may provide this data to us.

5. Statistical Analysis. We may use collected information to create aggregate statistics about activity on and visitors to the *Site*, including the number of return visits to the *Site* or our advertisers' websites, the number of unique visitors that have viewed or "clicked" a particular ad or visited a particular web page and how much time is spent on each page of the *Site*. We may also create aggregate demographic statistics. We may use these aggregate statistics to measure interest in various areas of the *Site*, to better design the *Site* and to improve our marketing strategy and product offerings. We may share the aggregate statistical information with third parties.

6. Disclosures Required by Law.

As described above, certain uses of collected information may involve disclosure to third parties. In addition, we may disclose collected information in the good faith belief that we are required to do so by law, or when doing so is reasonably necessary to: (1) comply with the law or legal process; (2) respond to any claims; (3) protect and defend the rights, property or personal safety of *Owner* and its affiliates, as well as our customers, users or the public; or (4) protect against misuse or unauthorized use of the *Site*. In addition, collected information may be disclosed as part of any bankruptcy, merger, sale, transfer of company assets or acquisition.

7. Is My Information Protected?

We use reasonable administrative, technical, personnel and physical measures to safeguard personally identifying information against loss, theft and unauthorized use, disclosure or modification. As effective as our security measures are, no security system is impenetrable. Moreover, we cannot guarantee that information that you supply will not be intercepted while being transmitted to us. Personally identifying information may also be stored on computers of third parties that provide technical support for the operation of the *Site* or who otherwise have

access to your *PII* as disclosed in this Privacy Policy. We do not control the security measures used by such third parties.

8. Changes to this Privacy Policy

This Privacy Policy may be amended or modified from time to time. We encourage you to periodically review this Privacy Policy to learn about any changes in our Privacy Policy.

9. California Residents

Users of the *Site* who are California residents and who have provided *PII* to us may request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to mike@negotiated.us with "Request for California Privacy Information" in the subject line and in the message.

10. Questions

If you have any more questions, please email us at mike@negotiated.us