

General Terms and Conditions

DunnCo Online Auctions LLC is an Auction Firm licensed by the Ohio Department of Agriculture and bonded in the favor of the State of Ohio.

1. Acceptance

Please read DunnCo Online Auctions LLC's ("**DunnCo**") Terms and Conditions (these "**Terms & Conditions**") carefully. By accessing www.DunnCoOnlineAuctions.com (the "**Website**") or by participating in an online auction, you signify your consent to both these Terms & Conditions and the conditions of DunnCo Online Auctions LLC's Privacy Policy ("**Privacy Policy**"). These Terms & Conditions constitute a binding legal agreement between you as the user ("**You**", "**Your**", "**Bidder**", "**Seller**", "**Store**") and DunnCo and DunnCo's subsidiaries, affiliates, and our commonly owned affiliated companies, et. al (collectively, "**DunnCo Online Auctions**", "**DunnCo**", "**We**", "**Us**", or "**Our**"). These Terms & Conditions set forth the legally binding terms for Your use of DunnCo's services and shall apply to all uses of the Website. By using the Website, You agree to and are bound by these Terms & Conditions and also acknowledge that: (a) You have had the opportunity to review the "How It Works" and "FAQ" pages regarding the use of the Website; (b) You have either reviewed the material or have affirmatively chosen not to review the material; and (c) You have the opportunity to ask questions regarding the use of the Website by email and to have those questions answered. Additionally, by agreeing to these Terms & Conditions, You acknowledge that DunnCo is not the owner or Seller of some or all of the auctions/items (collectively, "**Items**") contained in online auctions conducted through the Website. However, DunnCo reserves the rights to enforce all terms of sale included in accordance with these Terms & Conditions.

2. Additional Terms

You may be required to agree to additional terms and conditions on a per online auction basis. These additional terms and conditions are located in the Policies section on the web page for the online auction in which You choose to participate. Such Policies are hereby incorporated into these Terms & Conditions as an integral part hereof.

DunnCo may modify these Terms & Conditions at any time and such modification shall be effective upon being posted onto the Website. You agree to be bound to any changes to these terms when You use www.DunnCoOnlineAuctions.com after any such modification is posted. It is therefore important that You keep Yourself up to date with these Terms & Conditions and any changes to them.

THESE TERMS & CONDITIONS ARE A LEGALLY BINDING CONTRACT BETWEEN YOU AND DUNNCO. BY ACCESSING AND USING OUR WEBSITE AND SERVICES, WHETHER AS A VISITOR, BIDDER, OR SELLER, YOU CONFIRM YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS & CONDITIONS. IF YOU VIOLATE ANY PART OF THESE TERMS & CONDITIONS, DUNNCO AND/OR THE OWNER/SELLER MAY SEEK LEGAL RELIEF, INCLUDING BUT NOT LIMITED TO REPORTING YOUR CONDUCT TO THE APPROPRIATE LAW ENFORCEMENT ENTITIES. PLEASE NOTE THAT THESE TERMS & CONDITIONS INCLUDE AN AGREEMENT BY WHICH YOU INDEMNIFY DUNNCO. WE RECOMMEND THAT YOU PRINT A COPY OF THESE TERMS & CONDITIONS FOR FUTURE REFERENCE.

3. Accounts and Registration

In order to access some features of the Website, You will have to create and register an account with DunnCo (an "**Account**"). By registering with Us and/or using the Website and services as a Bidder or a Seller, you represent and warrant that you (a) will abide by all the terms set forth herein; (b) will not register for more than one Account; (c) will not provide false, deceptive, fraudulent, fictitious, or misleading information about Yourself or the Items, if any, that You list for auction; (d) will not create any username or post any information on the Website that is offensive, rude, disparaging, intended to deceive or delude other users/visitors, threatening, abusive, harassing, hateful, defamatory, pornographic, political, racist, or otherwise unlawful or offensive, or that does not generally pertain to the designated topic or theme; (e) will maintain the security of any user identification code and/or password associated with Your Account, notify Us immediately if you suspect that such security has been breached, and accept all risks of

authorized and unauthorized access to Your Account and the information you provide to Us; and (f) will not violate the intellectual property or privacy rights of any third party.

If You register or use Our Website or services on behalf of a third party (such as another person or legal entity), then You represent and warrant that You are an authorized representative of that person or entity with the authority to bind such person or entity to these Terms & Conditions, and You agree to these Terms & Conditions on behalf of that person or entity.

Accounts are non-transferable. Only You may use Your user Account. You are liable for all activities that are undertaken using Your user Account. We will verify Your registration and account by collecting contact information, as further described in Our Privacy Policy (including but not limited to legal name or legal company name, street address, email address, phone number), sending an email verification letter, directly calling You to confirm the accuracy of Your Account information, and/or taking whatever additional steps We deem necessary.

Your Account provides You access to participate in auctions or list auctions through the Website. It also gives You access to additional services and functionality, depending on account registration type, that We may establish and maintain from time to time, in Our sole discretion.

Registration is free and payment information is not required to register.

Mobile Terms and Conditions

If You use a mobile device to access the Website, the following additional terms and conditions (“**Mobile Terms**”) also apply:

- You agree that You are solely responsible for all message and data charges that apply to use of Your mobile device to access the Website. All such charges are billed by and payable to Your mobile service provider.
- You understand that wireless or network service may not be available in all areas at all times and may be affected by product, software, coverage or service changes made by Your service provider or otherwise.
- Additional terms and conditions may apply to your use of Our mobile applications, if any, based on the type of mobile device that You use.

YOUR ACCESS TO AND USE OF THE WEBSITE VIA YOUR MOBILE DEVICE/TABLET CONFIRMS YOUR AGREEMENT TO THE MOBILE TERMS, AS WELL AS THE REST OF THESE TERMS & CONDITIONS.

4. Communication

All communication (other than for Account maintenance and verification purposes) is done via email. To contact Our customer service department please email Info@DunnCoOnlineAuctions.com. Please allow up to 72 hours for a response.

DunnCo and Our affiliates reserve the right to send messages to You to inform You of (a) Your Account registration confirmation; (b) Your bidding status; (c) Your invoices; (d) Your Account status and any applicable fees due; (e) changes or additions to the Website, the online auctions, the items, or these Terms & Conditions; or (f) any other matter related to the Website, the online auctions, the items, and/or these Terms & Conditions. Further, You consent to receive these emails at the email address You enter in Your Account.

By agreeing to these Terms & Conditions You acknowledge that We and/or Our affiliates may contact You via telephone (telephone contact will always be by a live person and never an automatic dialer or prerecorded message) to verify Your Account, discuss the Website, the online auctions, the items, or Your Account and You hereby consent to such contact. Further, You consent to receive such phone calls at the telephone number(s) You provide when registering Your Account.

5. Disclaimer: NO WARRANTY

TO THE FULLEST EXTENT PERMITTED BY THE LAW, OUR WEBSITE AND SERVICES, INCLUDING ALL

ITEMS, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH OUR WEBSITE OR SERVICES, ET. ALL ARE PROVIDED ON AN “AS IS”, “WHERE IS”, AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. All other guarantees of authenticity, expressed or implied, are hereby disclaimed.

DunnCo and/or its affiliates does their best to describe the conditions of the Items. We cannot ensure that Our assessment of an item is the same as Your assessment. DunnCo and/or its affiliates assess the quality and condition of an Item as described and stated below. DunnCo and/or its affiliates do NOT open and/or inspect every Item. It is up to the Bidder to inspect each Item when picked up by the Bidder.

We require Sellers to assign the following condition grades or ratings to Items they list for auction on the Website, and the following terms apply to such Items:

- A+ Brand new in factory sealed or retail packaging. This is the only condition that describes the condition of the box/packaging. Please note that the box/packaging may not be free from imperfections and We will not refund for minor dents, scratches, or defects to the box.
- A Item is new. Fully refundable before it leaves the warehouse if the Item is used/damaged.
- B Item is new, but may be in open packing or may not have any packaging. We will not refund for minor dents, scratches, or defects. Any issues outside of minor defects will be disclosed in the item description. Please read description carefully. Recommended to preview item.
- C Item is in open packaging or no packaging at all and may be used. Items are not checked for completeness or working condition unless specifically stated in the description. Please read the Item description carefully. These are non-refundable items and sold AS-IS. Recommended to preview item.
- D Item is damaged. Please read item description carefully and see any additional images attached. These are non-refundable items and sold AS-IS. Recommended to preview item.
- I Incomplete item. Item may be new, used, or not in packaging. Please read item description carefully. These are non-refundable items and sold AS-IS. Recommended to preview item.

Auction previews afford You the opportunity to see and inspect the Items in person before placing a bid. Preview times differ per auction manager and location. Please review the auction details of the particular online auction which You are bidding for the preview dates and times. While We always try to have a preview time scheduled, not all auctions are able to have a set preview time. Previews occur at the sole discretion of the auction manager, and times and availability will vary. Please email the auction manager with any questions or concerns You may have about Items in an online auction.

Under Ohio Revised Code 4707.01 DunnCo and/or its affiliates provide Reserve Auctions. “**Reserve Auction**” is defined by Ohio Revised Code 4707.01 as “an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property at any time prior to the completion of the auction by auctioneer.” All auctions provided by DunnCo and/or its affiliates have a minimum starting bid of \$1.00 and are hereby defined as Reserve Auctions.

6. Shipping

DunnCo and its affiliates do NOT provide shipping. All Items must be picked up in person during the scheduled pick-up time at the location listed in the auction details. Please bid and plan accordingly. Loading help is NOT available. You are fully responsible for loading, securing and transporting Your Items.

7. Pick Up

At all DunnCo Locations:

All Items must be picked up in person during scheduled pickup times. Please read pickup times and locations carefully.

Please come prepared to pick up Your items. If You are unable to make the pickup time, You will be sent an invoice and payment is due by no later than 12:00 P.M. the following day. Failure to pay will result in Your Account being locked and subjected to a restocking fee equal to the greater of (a) \$20 or (b) 30% of the successful bid amount for each Item not picked up. Items listed as “Large Item – Must Be Removed on Pickup Day. Will Not Hold.” must be picked up during the scheduled pickup time. Failure to pickup will result in Your Account being locked and subject to the restocking fee described above. Paid for Items are only held for one week. Items not picked up within the one-week time period will be considered forfeited and will be relisted. NO refunds will be given for failure to pick up.

At all Affiliate Locations:

Each affiliate location reserves the right to adjust the hold time of Items and/or deny holds all together. Please read the auction details carefully for affiliate auctions. Please read each Policy carefully as it may vary per affiliate. All affiliate auctions will clearly state their policy in each auction.

Estate sale items must be picked up during the pickup window. Due to the nature of the sale, We are unable to hold any estate sale purchases. Failure to pick up estate sale items during the scheduled pick up will result in Your Account being Locked and subject to the restocking fee described above.

All boxes, wrappers, shipping supplies, etc. must be taken with Your Items. We do NOT provide a public trash can. Any trash left behind will result in Your Account being locked and subjected to a \$25 trash fee.

Removal of Item(s) shall be at the expense, liability, and risk of the purchaser. You are responsible for bringing Your own boxes and/or packing materials, and/or moving equipment and/or any tools necessary to disassemble and safely remove Items without assistance from DunnCo, its representatives, or affiliates on location.

YOU AGREE THAT DUNNCO SHALL NOT BE LIABLE FOR PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE USE, IMPROPER HANDLING, MODIFICATION, OR MISUSE OF THE MERCHANDISE BY YOU OR ANY OTHER PERSON FOLLOWING POSSESSION OF THE PURCHASED ITEM(S). IN NO EVENT SHALL DUNNCO BE LIABLE TO YOU OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, LOSS OF USE DAMAGES OR ADDITIONAL EXPENSES INCURRED, WHETHER PURSUANT TO A CLAIM IN CONTRACT, TORT OR OTHERWISE, AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

8. Returns

Except as otherwise provided in Section 5 above and in this Section 8, all Items are sold as is, where is, without warranties of any kind, whether expressed or implied. All Items must be inspected on location. Refunds are only given for the following circumstances:

- 1) Items are classified as A+ or A and are either damaged or used
- 2) Items are classified as B and have major damage that was NOT disclosed, or are used
- 3) Item does not match the Item title

There are ABSOLUTELY NO refunds once the Item(s) have left the pick-up location. It is up to You, the Bidder, to check all Items carefully before leaving. While DunnCo and/or its affiliates do the best to classify Items appropriately, not all boxes are open and inspected. The Item classification is based on the Item itself and not the box it came in.

9. Access and Use

DunnCo hereby grants You permission to use the Website as set forth in these Terms & Conditions, provided that: (a) You will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose and/or in a manner allowed by DunnCo; and (b) You will otherwise comply with all the terms or conditions set forth in these Terms & Conditions and the Privacy Policy. You accept sole responsibility for all Your activities using the Website, including Your conduct on the Website, any and all content You may submit, post, or share via the Website. You may not use the Website for any unauthorized or illegal purpose. You will be responsible

for ensuring that You do not violate any laws of Your jurisdiction. You will not upload or transmit viruses, worms, trojan horses, or any other destructive code.

While We use reasonable efforts to provide Our Website and services to You for so long as You are compliant with these Terms & Conditions, We do not guarantee that they will be secure, or free from bugs or viruses. You are responsible for configuring your information technology, computer programs, and platforms to access Our Website and services. You should use Your own virus protection software.

DunnCo shall not be responsible for any interruption in service, errors, and/or omissions caused by any means and does not guarantee continual, uninterrupted or error free service or use of the Website. With current technology, it is not possible to develop and operate computer programs (“**Software**”) and data processing systems (“**Hardware**”) entirely without error, or to rule out any unpredictable events in connection with the internet. You acknowledge that each auction is conducted electronically and relies on Hardware and Software that may malfunction without warning. In the event of any malfunction relation to the Website, We, in Our sole discretion, may void any sale, temporarily suspend bidding and/or re-sell any item/lot affected by any malfunction. The decision of DunnCo shall be final.

In the event an auction is suspended, the current bidding price and the current highest bidder will be recorded. Temporarily suspended auctions and lots will be clearly indicated when applicable. When the auction can resume, all pickup information will be updated. If You are unable to make the new pickup time, You must work directly with the auction manager and every reasonable effort shall be made to allow You to pick up Your Items. Bids will not be deleted for suspended auctions.

Under no circumstances shall DunnCo be held liable for any delay or failure in this Website and/or information on the Website directly or indirectly resulting from, arising out of, relating to or in connection with events beyond the reasonable control of DunnCo. This includes, but is not limited to, any third party associated with DunnCo or the services proved by DunnCo.

You may use Our Website and services only if You can form a binding contract with Us, in compliance with these Terms and Conditions and all applicable local, state, national, and international laws, rules and regulations. Any use of Our Website or services by anyone under the age of majority in his/her state of residence is strictly prohibited. Our services are not available to any users We have previously removed or suspended from Our Website and/or services.

10. Bidder Number and Password

To access some features of the Website, You will have to create a profile (a “**Bidder Profile**”) and Account. Registration is free and payment is NOT required to create a Bidder Profile and Account. You must have a valid address, phone number, and email address. DunnCo and/or its affiliates reserves the right to verify all information provided in the Bidder Profile. P.O. boxes are NOT acceptable. If You have an out of state address (from where DunnCo and/or its affiliates currently operate), additional information will be requested. You agree to provide true, accurate, current, and complete information about Yourself and/or Your organization, as applicable, as requested during the registration process.

Please allow up to 72 hours for Your Bidder Profile and Account to be approved. To help speed the process, please ensure that Your email, phone number, and physical address are correct. Duplicate requests will be denied.

You are solely responsible and liable for the activity and purchases that occur under Your bidder number. You accept sole responsibility for keeping Your password secure. DunnCo will not be held responsible for Your losses caused by any unauthorized use of Your Account and you may be held liable for the losses to DunnCo and/or its affiliates due to such unauthorized use. If Your Account has been compromised, it is Your responsibility to notify Us immediately of any unauthorized use on Your Account.

It is DunnCo’s sole discretion to accept or decline the instructions of any individual who claims to be authorized to make direct changes to Your Bidder Profile and Account, so long as such the person presents the appropriate account information. We shall not be responsible for the actions made by any individuals who misuse or misappropriate Your Account information or other assets using Your bidder number, password, or other appropriate identifying

information.

By using DunnCo's Website, You represent and warrant that (a) all registration information is truthful and accurate; (b) You will maintain the accuracy of such information; (c) You are 18 years of age or older and have full legal capacity to complete such contractual action without need for any additional approval or consents. If You do not qualify, You are not permitted to participate in online auctions.

11. Bidding Instructions

Placing a bid constitutes a binding agreement between You, the bidder, and the owner/seller that cannot be rescinded or retracted. If the bid is accepted, You are contractually obligated to buy the Items at the price stated as Your bid, as well as pay all other applicable taxes and fees.

Maximum Bid – When placing bids, You can place a proxy bid to a maximum dollar amount You are willing to pay. The system will auto bid (in the increments listed below) until it reaches Your maximum dollar amount if Your bid is surpassed by a subsequent bid. Maximum bid amounts are NOT disclosed and are visible only to You.

Current Bid Range	Increment
\$ 1.00 to \$ 75.00	\$ 1.00
\$ 75.01 to \$ 150.00	\$ 5.00
\$ 150.01 to \$ 400.00	\$ 10.00
\$ 400.01 to \$ 1,000.00	\$ 20.00
\$ 1,000.01 to \$ 5,000.00	\$ 50.00
\$ 5,000.00 and greater	\$ 100.00

Please review Your bid(s) carefully before submitting. If You make a decimal error, You must immediately notify DunnCo at info@DunnCoOnlineAuctions.com. DunnCo will have the sole discretion over how or if this error will be corrected. Please allow up to 24 hours for a response. We are NOT able to make any adjustments (and bids will NOT be reversed) after the auction closes. If the mistake is made while the auction is closing, the bid will stand as entered. Auction closing is defined as the 24 hours prior to the end time of the Auction.

Should a bid be placed in the last five minutes of an Items ending time, the ending time will automatically be extended to five minutes from the time that bid is placed. The timer will continue to extend in the same manner until the bidding activity has stopped. An auction closes when the timer on the auction reaches zero. The winning bidder of an Item is the last bidder the bid history recorded before the timer reached zero.

Outbid and winning bid notifications are automatically sent by the system via email. DunnCo and its affiliates do NOT guarantee that these will reach You before the auction ends. Please enter the maximum bid You are willing to pay and monitor all Items of importance.

12. Payment

Cash and ZELLE are the preferred methods of payment.

CashApp is accepted with an additional 2.75% pre-tax user fee.

Venmo is accepted with an additional 2% pre-tax user fee.

Credit Cards are accepted with an additional 4% pre-tax user fee.

In accordance with the American Rescue Plan Act, all electronic forms of payment are required to be reported to the IRS and user fees are required to be reported and taxed. All user fees are pre-tax, and sales tax will be added where applicable.

Please note that the above payments are accepted at DunnCo locations and any/all affiliate locations may have different accepted payment forms and fees. Please refer to the auction policy for each affiliate's acceptable forms of payment.

13. Buyer's Premium

If You are the successful bidder, You agree to pay the amount of Your bid plus a 13% buyer's premium and any applicable state and local sales taxes.

14. Sales Tax

Sales tax will be collected at time of payment/pickup for all auctions where applicable. Sales tax amount is based off the tax rate of the county/state where the Item is picked up. If You are a tax-exempt bidder, please make sure to submit Your Tax Exemption Form to Info@DunnCoOnlineAuctions.com. You will be responsible for any/all sales tax until Your Account has been updated. Your invoices will reflect Your status once reviewed and approved.

15. Termination

DunnCo reserves the right, at its sole and absolute discretion, to permanently terminate Your access to Your Account at any time effective immediately, with or without notice, if We determine or suspect You have violated these Terms & Conditions, Our Privacy Policy, any laws, or the rights of other users or third parties. In the event of termination by DunnCo in connection with Your breach of these Terms & Conditions, Our Privacy Policy, and/or any laws, DunnCo may pursue any remedy that may be available, at law or in equity, with respect to such breach. Regardless of the reason of any termination, You agree that if DunnCo, in good faith and in its sole discretion, determines that You have breached these Terms & Conditions, Our Privacy Policy, and/or any laws, DunnCo may cancel all current bids placed, withhold Items not picked up, or otherwise retain any and all of Your pending Items. Upon a termination You agree to pay DunnCo for all outstanding unpaid invoices through the date of termination.

16. Indemnification

You agree to indemnify, defend, and hold harmless DunnCo, its subsidiaries, affiliates, and each of their respective officers, directors, managers, employees, agents, successors, members, licensors, and other partners (collectively, the "**Indemnified Persons**") from and against any loss, cost, expense, liability, claim or demand (including reasonable attorneys' and experts' fees and costs), made by any third party due to or arising out of (i) Your use of the Website or any of the services offered by DunnCo; (ii) the breach of these Terms & Conditions and/or Our Privacy Policy by You or any person acting in collusion with You; (iii) Your improper use of the Website and/or Our services; (iv) any personal injury, death, or property damage caused by or arising out of the listing, sale, transportation or use of any Item(s) that You list for sale; (v) Your violation of any law or rights of a third party, including related to any user content You provide or post; (vi) any violation of applicable law or court order by You, and (vii) any negligence or willful misconduct by You.

DunnCo's and/or its affiliates' liability shall be limited to a refund of the bidders purchase price.

17. Established Affiliates

DunnCo may, from time to time, give general guidance to its affiliates, in the daily operation of its business affairs and assist in the marketing through the use of the Website, social media accounts, events, and any other marketing forms. However, each Affiliate remains its own separate entity and are independently owned and operated.

18. Governing Law

These Terms & Conditions and their interpretation shall be governed by the laws of the state of Ohio and the applicable rules and regulations of the Ohio Department of Agriculture. Any suit relating to these Terms & Conditions shall be brought to the Court of Common Pleas in the county in which the auction is conducted. Any controversy or claim arising from or relating to these Terms & Conditions, or breach thereof, shall be settled through the America Arbitration Association or any substantially similar association in the appropriate jurisdiction, and judgement on the decision rendered by the arbitrator, may be entered in any court having jurisdiction therefor. In any litigation, arbitration, or other legal proceeding which may arise between any of the parties hereto, the prevailing party shall be

entitled to recover its costs and expenses, including costs and expenses of arbitration, court costs, and expenses incurred on appeal, and reasonable attorneys' fees incurred in any dispute through arbitration and appeal of final judgement in addition to any relief to which such party may be entitled.

19. Intellectual Property

Our name, Our logo, and any other of Our trademarks, service marks, graphics and logos used in connection with the Website, whether registered or unregistered, are the intellectual property of DunnCo (collectively "**DunnCo Marks**"). Other trademarks, service marks, graphics and logos used in connection with the Website, if any, are the trademarks of other persons (collectively "**Third-Party Marks**"). The DunnCo Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of DunnCo or the applicable mark holder. The Website is protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by DunnCo or the owner of the content. You may not remove or alter any copyright, trademark or other proprietary right notice on the Website.

20. Digital Millennium Copyright Act ("DMCA") Policy

This DMCA statement constitutes part of the legal terms and conditions governing all users of the Website, and is applicable if/when, and to the extent, users of the Website are able to upload or post materials that are publicly viewable on the Website. In compliance with the DMCA, Title 17, United States Code, DunnCo will respond to proper notifications of claimed copyright infringement with respect to material posted by users, and will take appropriate action including removing and disabling access to the allegedly infringing material. DunnCo also reserves the right to remove and disable access to any user-posted material which, in Our sole judgment, may be infringing or violating another's intellectual property right, whether or not We have been notified by the rights holder.

In accordance with the DMCA and other applicable law, We may terminate, in appropriate circumstances, the Accounts of registered users who are determined by Us to be repeat infringers. We may also, in Our sole discretion, suspend and/or terminate the Account of any registered user who infringes another's intellectual property right, whether or not there is repeat infringement.

In compliance with the DMCA, the designated agent for DunnCo to receive notifications of claimed infringement relating to any of the Website is Barbara Dunn (the "**Designated Agent**"). The Designated Agent may be contacted as follows:

DunnCo Online Auctions LLC
Attention: Admin
6475 East Main St., Suite 124
Reynoldsburg, OH 43068
E-mail: Info@DunnCoOnlineAuctions.com

Notice of Claimed Copyright Infringement. If You believe that Your or another person's copyright has been infringed or violated by or through the Website, You may notify Our Designated Agent in writing and provide the following requisite information required by the DMCA:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- a statement that the complaining party has a good faith belief that use of the material in the manner

- complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If We receive a valid notification, it may reinstate the removed or disabled material in accordance with the DMCA. PURSUANT TO 17 U.S.C. 512(c)(3), ANY NOTICE THAT DOES NOT COMPLY WITH THESE REQUIREMENTS WILL NOT RECEIVE A RESPONSE.

On any DMCA notice to Us, include “DMCA Notice” in the subject line.

Counter-Notification to Claimed Copyright Infringement. If You believe that a notice of copyright infringement has been filed against material posted by You on or through the Website, You may make a counter-notification with Our Designated Agent. Such counter-notification must be in writing and contain the following:

- Your physical or electronic signature;
- identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- a statement by You under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- Your name, address, and telephone number, and a statement that You consent to the jurisdiction of Federal District Court for the judicial district in which You are located, and that You will accept service of process from the person who filed the notice of copyright infringement or an agent of such person.

If We receive a valid counter-notification, We may reinstate the removed or disabled material in accordance with the DMCA.

PURSUANT TO 17 U.S.C. 512(G)(3), ANY NOTICE THAT DOES NOT COMPLY WITH THESE REQUIREMENTS WILL NOT RECEIVE A RESPONSE

Liability for Misrepresentation under the DMCA. You may be liable for damages, including costs and attorney’s fees, under the DMCA if You knowingly materially misrepresent that material on the Website infringes upon Your copyright, or that material on the Website was removed or disabled by mistake or misidentification. It is Your sole responsibility to ensure the viability of any claim You make with respect to the DMCA.

20. Geographical Scope of the Website

We control and operate the Website from within the United States of America. Unless otherwise specified on the Website, the Website is intended to promote only those services provided by Us in the United States of America. We make no representation that the Website is appropriate or available for use in other locations. By accessing or using the Website from outside the United States of America, You acknowledge that the Website may not be available or be prohibited in Your country. In case of any inconsistency between these English-language Terms & Conditions and their translation into another language, these English-language Terms & Conditions prevail.

21. Modification and Waiver of these Terms

DunnCo reserves the right to change or modify these Terms & Conditions or any other DunnCo terms, conditions, or policies related to use of the Website (including those identified in these Terms & Conditions) at any time and at its sole discretion by posting revisions on or through the Website. Continued use of the Website following the posting of these changes or modifications will constitute Your acknowledgement and agreement to such changes or modifications.

No delay or failure on the part of DunnCo to enforce any part of these Terms & Conditions will constitute a waiver of any of Our rights under these Terms whether for past or future actions on the part of any person. DunnCo will not be deemed to waive any provision of these Terms & Conditions unless a written waiver describing the provision(s) to be waived is signed by an authorized representative of DunnCo.

22. Notice to California Residents

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

The provider of the Website is DunnCo Online Auctions LLC, 6475 East Main St., Suite 124, Reynoldsburg, Ohio 43068.

To file a complaint regarding the Website or to receive further information regarding use of the Website, send a letter to the above address or contact Us via e-mail with “California Resident Request” in the subject line. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

23. Assignment; Headings

These Terms and the rights granted hereunder may be assigned by Us but You may not assign them without the prior express written consent of DunnCo. The headings and captions contained herein are for convenience only.

24. Contact Us

If You have questions regarding any of these Terms & Conditions, You can contact Us by e-mail or U.S. Mail at the following addresses:

DunnCo Online Auctions LLC
6475 East Main St., Suite 124
Reynoldsburg, OH 43068
E-mail: Info@DunnCoOnlineAuctions.com

25. Reservation of Rights

All rights not expressly granted herein are reserved by DunnCo Online Auctions LLC.