

# WESTERN BID USER AGREEMENT

Revised and Effective as of May 1<sup>st</sup> , 2018

## **PART I: ACCEPTANCE OF TERMS THROUGH USE**

Western Bid ("Western Bid", "WB", "we", "us" and "our") provides this web site (the "Web Site") subject to this User Agreement and all modifications thereto, which include those terms and conditions expressly set out below and those incorporated by reference. "User", "Users", "user", "users", "You", "you" and "your" refer to each company, supplier, or person that becomes a Client of Western Bid.

THIS USER AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU, THE CLIENT, AND WESTERN BID AND APPLIES TO YOUR USE OF THE WESTERN BID SERVICES AND ANY RELATED PRODUCTS AVAILABLE THROUGH WESTERNBID.COM , WESTERNBID.BIZ , WESTERNBID.INFO AND WESTERNBID.US (COLLECTIVELY THE "SERVICE").

BY ENTERING AND USING THIS WEB SITE, YOU SIGNIFY YOUR AGREEMENT TO THIS USER AGREEMENT. YOU AGREE THAT THIS AGREEMENT CONSTITUTES "A WRITING SIGNED BY YOU" UNDER ANY APPLICABLE LAW OR REGULATION. IF YOU DO NOT AGREE TO ABIDE BY THIS USER AGREEMENT, PLEASE DO NOT ACCESS OR USE THIS WEB SITE, AND DO NOT USE WESTERN BID'S SERVICE.

WE MAY, AT OUR SOLE DISCRETION, UPDATE OR REVISE THIS USER AGREEMENT AT ANY TIME. ANY UPDATES OR REVISIONS OF THIS USER AGREEMENT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE WEB SITE. PLEASE CHECK THIS USER AGREEMENT PERIODICALLY FOR UPDATES OR REVISIONS. YOUR CONTINUED ACCESS OR USE OF THIS WEB SITE FOLLOWING THE POSTING OF ANY UPDATES OR REVISIONS TO THIS USER AGREEMENT CONSTITUTES CONFIRMATION OF YOUR ACCEPTANCE OF THIS USER AGREEMENT AS UPDATED OR REVISED.

You must read, agree with, and accept all of the terms and conditions contained in this Agreement and any other policies and documents on the web site, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member of Western Bid. By accepting this Agreement, you also agree that your use of Western Bid websites and Services as well as those of our partners and associates will be governed by the terms and conditions posted on those websites. Western Bid may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall be effective 30 days after they are initially posted on our site.

## **PART II: PROVISIONS WHICH APPLY TO ALL ACCOUNTHOLDERS**

### **1. Your Use of Westernbid.Com**

In order to use the Service, you must register for an account. Users may only hold one account. Our Services are only available to individuals or businesses that can form legally binding contracts under applicable law. Without limiting the foregoing, our Service is not available to minors (under 18), persons who are suspended from our Service, or to persons who present an unacceptable level of risk.

You agree to comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Services. Failure to comply with this provision shall constitute a material breach of this User Agreement by you.

### **2. The Legal Relationship between You and Western Bid.**

Western Bid acts as a commission based trading assistant and provides various intermediary e-commerce based services to online sellers from ex-USSR countries (i.e. Western Bid's Clients) that might include product advertising, customer support call center, consignment and escrow services, dispute resolution service, return product processing, warehousing, order fulfilment services and web listing design.

**As a Client**, you are agree to follow all the rules and requirements posted on Western Bid's web-site. You are agree to use Western Bid's online sale system as is, and use various e-commerce tools and manuals provided by Western Bid as is.

You agreed, that use Western Bid's online sale system in order to obey U.S. or international laws is prohibited.

You understand, that Western Bid does not guarantee the sale of your products nor your financial success.

You obligated to follow Western Bid's requirements published on Western Bid's web-site, and you must follow the rules and regulations of the marketplaces and online auctions.

You are responsible for presenting to Western Bid correct detailed specifications and pictures of items being sold through Western Bid's online sale system, and you agree to grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right to exercise the copyright, publicity, and any other applicable

rights you have for any description and pictures of products being advertised and/or sold via Western Bid System.

You are responsible for timely shipping products directly to the end-Buyer addresses provided by Western Bid. You cannot fail to deliver items purchased from you, unless the buyer fails to meet the posted terms or you cannot authenticate the buyer's shipping address;

All products sold to Western Bid and shipped to end-Buyers must comply with U.S. and International Shipping Rules and Regulations and with Western Bid Prohibited and Restricted Items Policy published on Westernbid.com website. If any product issues arise, you must provide all necessary product and/or shipping information to Western Bid in timely manner. All product returns and exchanges must be processed through Western Bid and its facilities unless agreed otherwise.

### **3. Western Bid is an commission based trading assistant.**

Western Bid acts as e-commerce trading assistant by creating, hosting, maintaining and providing our Service to you via the Internet. In the process of a Service, Western Bid might guarantee the product quality and condition as described on the online auction. Western Bid also guarantees that the product will be delivered to the buyer. Consequently, our Service is comprised, but not limited of product advertising, product delivery, product guarantee and buyer/seller dispute resolution features. All product dispute resolution issues must be directed to Western Bid exclusively, and all product returns and exchanges must be processed through Western Bid and its facilities in United States of America.

### **4. User Verification.**

We use many techniques to identify our Clients when they register on our site. Verification of Clients is only an indication of increased likelihood that a Client's identity is correct. You authorize Western Bid, directly or through third parties, to make any inquiries we consider necessary to validate your registration. This may include requesting that you provide government issued identification, detailed personal information and verifying the information you provide against third party databases.

### **5. Qualifications for Use.**

Our services are available only to, and may only be used by individuals who can form legally binding contracts under

applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18). If you are under the age of 18, you can use this service only in conjunction with, and under the supervision of your parents or guardians. If you do not qualify, please do not use our Site. Further, your Western Bid account and User ID may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

Western Bid services are only available to legal residents of Ukraine, Belarus, Armenia, Uzbekistan and Russian Federation.

Western Bid does not associate or conduct business with individuals found on the Specially Designated Nationals and Blocked Persons list (SDN list) of known or suspected terrorists or terrorist organizations. In addition to the terms set forth in the previous paragraph, you are eligible for an account only if you are not a resident of one of the countries and groups that are currently targeted by OFAC including: Burma, Cuba, Iran, Iraq, Libya, North Korea, Syria, Sudan, and the Taliban. The scope of the regulations (and what Western Bid may and may not do) varies with the specific economic sanctions program. Refer to the OFAC site ([www.ustreas.gov/ofac](http://www.ustreas.gov/ofac)) or EU Sanction site (<http://www.ausfuhrkontrolle.info/ausfuhrkontrolle/de/embargos/>) for further updated information.

## **6. Your Information and Restricted Activities.**

"Your Information" is defined as any information you provide to us or other users in the registration, payment process, or other features of our Service. You are solely responsible for Your Information. To enable Western Bid to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right to exercise the copyright, publicity, and database rights you have in Your Information. Western Bid will use and protect Your Information in accordance with our Privacy Policy.

Your Information, a product information provided by you and your activities through our Service shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) violate Western Bid's Policies; (d) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (e) violate any law, statute, ordinance, contract or regulation;

(f) be obscene or contain child pornography; or, (g) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or other personal information. If you use, or attempt to use the Service for purposes other than selling and receiving products, and managing your account, your account will be terminated and you will be subject to damages and other penalties.

## **7. Privacy and Security.**

We do not sell or rent your personal information to third parties for marketing purposes without your consent and we only use Your Information as described in the Privacy Policy. We view protection of users' privacy as a very important principle. We store and process Your Information on computers located in the United States that are protected by physical as well as technological security devices. You should only log in to your Western Bid account on a page that begins with <https://www.Westernbid.com>. All of our pages begin with <https://westernbid.com>, <https://westernbid.biz>, <https://westernbid.us> and <https://westernbid.info> and therefore you should not use any other site that does not begin as such. We use third parties to verify and certify our privacy principles. If you object to your information being transferred or used in this way, please do not use our Services.

## **8. Fees.**

All fees for our Services are set forth in the Fee Schedule at [Westernbid.com](https://www.Westernbid.com). All fees will be assessed in US Dollars. Additional information about Western Bid's fees is available on the website. Your account and all transactions are made and displayed in US Dollars unless otherwise specified and may be subject to exchange rates. In addition, you may be responsible for costs of Western Bid Services relating to mail delivery of goods and products, expenses relating to conversion of currency, and any other expenses related to your activities as a Buyer or as a Vendor.

## **9. Product Purchase Orders.**

In order to place product purchase orders through our Service we require you to provide Western Bid with a number of forms of identification as further described and covered in our Privacy Policy and AML Compliance Policies. We require this information to authenticate your identity and to determine how much you may send with your account. We may require additional information from you depending on your location and other factors.

## **10. Selling products via Western Bid System.**

In order to receive payments from Western Bid for the products being sold, you must form a detailed invoice; and you are required to provide Western Bid with a number of forms of identification as further described in our Privacy and AML Compliance Policies. We require this information to authenticate your identity and to determine the accuracy of information you have provided. We may require additional information from you depending upon your location or country of residence.

Also, when we receive an Invoice from a Client asking for a direct wire transfer, we verify that; (1) the bank has a SWIFT code, i.e. the bank is the member of SWIFT network (<http://www.swift.com>) that performs a comprehensive screening process for all of its members; (2) the bank has a web site with its license information; and (3) the User's name and address on the bank transfer is the same as listed in our system.

All shipments to Western Bid or Western Bid customers must be accompanied with properly filled custom declarations and other required by U.S. and international law shipping documents with true, correct and up-to-date information. Failure to do so may result in rejecting shipments and in the termination of all business relations with the seller.

## **11. Termination of Service.**

You may close your account or terminate our services at any time on the Western Bid website. Upon closure of an account, any pending transactions will be cancelled and any balances refunded to you after a final accounting. Any funds that we might hold in custody for you at the time of closure, less any applicable fees, will be paid to you, assuming all withdrawal related authentication requirements have been fulfilled.

You may not use closure of your account as a means of evading investigation - if an investigation is pending at the time you close your account, Western Bid may continue to hold your funds for up to 60 days, or as appropriate to protect Western Bid against the risk of reversals. If you are later determined to be entitled to some or all of the funds in dispute, Western Bid will release those funds to you. You will remain liable for all obligations related to your account even after such account is closed. After the date of termination, we will use the information you provided to try to send you any funds that we are holding in custody for you. If that information is not correct, and we are unable to complete the payment to you, your funds will be subject to applicable laws for unclaimed property.

## **12. Western Bid's Rights.**

Without limiting other remedies, we may update inaccurate or incorrect information you provide to us, contact you electronically, by telephone or via U.S. and International mails, immediately warn our community of your actions, place a hold on funds in your account, limit funding sources and payments, limit access to an account and any or all of the account's functions, limit withdrawals, indefinitely suspend or close your account and refuse to provide our Services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; (c) we believe that your account or activities pose a significant fraud risk to us; or (d) your use of your Western Bid account is deemed by Western Bid to be in violation of U.S. or International laws. Western Bid reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds. If we close your account, we will provide you notice and pay you all of the funds held in your Western Bid account, less any appropriate adjustments for fees. Additionally, to secure your performance of this Agreement, you grant to Western Bid a lien on and security interest in your account. In addition, you acknowledge that Western Bid may setoff against any accounts you own for any obligation you owe Western Bid at any time and for any reason allowed by law. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. Western Bid may consider this Agreement as your consent to Western Bid's asserting its security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to and apart from any other rights.

## **13. Western Bid's Intellectual Property.**

Westernbid.com, "Western Bid", and all related logos, products and services described in this website are either trademarks or registered trademarks of Western Bid, Inc., or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Western Bid. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Western Bid and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Western Bid.

**14. Waiver and Release.**

In the event that you have a dispute with one or more users, you release Western Bid (and our officers, directors, agents, contractors and employees) from any and all claims, demands and damages (direct and consequential) of every kind and nature arising out of or in any way connected with such disputes.

**15. Exclusion of Warranties.**

WESTERN BID SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Western Bid shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, money orders, and check issuances are processed in a timely manner and but we make no representations or warranties regarding the amount of time needed to complete processing because our Service is largely dependant upon many factors outside of our control.

**16. Statute of Limitations.**

You agree that regardless of any law or statute to the contrary, any claim or cause of action arising out of or relating to this Web Site, this User Agreement, or the Services of Western Bid, must be filed within one (1) year of the date the cause of action arose or be deemed waived and forever barred as untimely.

**17. Limitation of Liability.**

IN NO EVENT SHALL WESTERN BID BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

**18. Indemnification.**

You agree to indemnify and hold Western Bid, its parent, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including costs and attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the Service.



If you use the Western Bid services in a manner that violates our policies, your account will be subject to limitation or immediate termination, as stated in the Western Bid AML Compliance Policy posted at Westernbid.com.

You agree that, if Western Bid commences litigation against you in connection with this agreement, and Western Bid is the prevailing party, it will also be entitled to recover reasonable attorneys' fees and any other costs incurred in such proceeding, in addition to any other relief to which Western Bid may be entitled.

## **19. Disputes.**

You shall comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Services. In the event a dispute arises between you and Western Bid, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Western Bid agree that any controversy or claim at law or equity that arises out of this Agreement or Western Bid's services ("Claims") shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, Western Bid strongly encourages Users first to contact Western Bid directly to seek a resolution. Western Bid will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.

Any Claim may be adjudicated by a Court of competent jurisdiction located in Florida, U.S. or where the defendant is located (in Western Bid's case, U.S., and in your case, your home address or principal place of business). You and Western Bid agree to submit to the personal jurisdiction of the courts located within U.S., for the resolution of any and all disputes pursuant to this agreement or your use of Western Bid services. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Disputes between you and Western Bid regarding our Services may be reported to Customer Support online, through sales@westernbid.com at any time, or by calling +17635451768, or by contacting Western Bid in writing at Western Bid, Inc. 401 Lincoln Road, Suite 6H, Miami Beach, FL 33139, USA.

## **20. Complete Agreement.**

This User Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements, representations, warranties, statements, promises, and understandings (whether oral or written) with respect to the subject matter thereof.

## **21. Amendments.**

Western Bid has the unlimited right to amend, modify, or waive any provision of this Agreement without your consent. A user cannot amend, modify, or waive any provision of this agreement.

## **22. Assignment.**

You and the persons you represent may not assign this User Agreement or the rights and obligations under this User Agreement without the express prior written consent of Western Bid, which may be withheld in Western Bid's sole discretion.

Western Bid may assign this User Agreement and its rights and obligations under this User Agreement without your consent or the consent of any persons you represent.

## **23. No Waiver.**

WESTERN BID'S FAILURE TO ENFORCE ANY PROVISION OF THE USER AGREEMENT OR TO ACT WITH RESPECT TO A BREACH OF THE USER AGREEMENT BY YOU SHALL NOT BE DEEMED A WAIVER OF SUCH PROVISION NOR OF WESTERN BID'S RIGHT TO ACT WITH RESPECT TO SUBSEQUENT OR SIMILAR BREACHES, NOR OF WESTERN BID'S RIGHT TO ENFORCE SUCH PROVISION.

## **24. No partnership or Joint Entity Formed.**

Nothing contained in this User Agreement shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

## **25. Notice.**

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive all Communications from Western Bid in electronic form. Electronic Communications may be posted on the pages within the Western Bid website

and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing."

Except as explicitly stated otherwise, any notices shall be given by postal mail to Western Bid in writing at Western Bid, Inc. 407 Lincoln Road, Suite 6H, Miami Beach, FL 33139, USA (in the case of Western Bid) or to our online message center. Alternatively, we may give you notice by email to the email address you provided during the registration process or by regular mail to the address provided to Western Bid during the registration process.

## **26. Miscellaneous.**

This Agreement contains the entire agreement between you and Western Bid regarding use of services, and all matters directly and indirectly related thereto. This Agreement supersedes all prior written and oral understandings, writings, and representations and may only be amended upon notice by Company. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. Failure of Western Bid to enforce any provision shall not be deemed to be a waiver of any rights to enforce any provision of this or any other agreement. You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of Western Bid. Western Bid reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

## **27. Acknowledgement.**

You hereby acknowledge and affirm that you have read this entire agreement and that you AGREE and ACCEPT all its terms and conditions.

## **28. Questions and Contact Information.**

Please contact Customer Support online, through sales@westernbid.com at any time, or call +17635451768, or by contact Western Bid, Inc., Attn: Customer Support Dept., 407 Lincoln Road, Suite 6H, Miami Beach, FL 33139, USA should you have any questions or require additional information regarding your account or any of Western Bid policies.