

TERMS & CONDITIONS

Last Updated: 07/18/2023

1. **BINDING EFFECT.** This is a binding agreement. By using the Internet site located at www.primeauctions.com (the “Site”) or any services provided in connection with the Site (the “Service”), you agree to abide by these Terms & Conditions, as they may be amended by Prime Auctions LLC, a California limited liability company, with its principal place of business as 320 commerce circle, Sacramento ca 95815 (“Company”) from time to time in its sole discretion. Company will post a notice on the Site any time these Terms & Conditions have been changed or otherwise updated. It is your responsibility to review these Terms & Conditions periodically, and if at any time you find these Terms & Conditions unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. Specifically, the “Service” shall be considered, without limitation, the functionality of the Site to bid on the purchase of products listed for sale on the Site (a “Product” or the “Products”), as well as purchasing the Products and shipping the Products (as restricted below). **YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.**

2. **PRIVACY POLICY.** Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company’s current privacy policy can be found by clicking on the “Privacy Policy” link at the bottom of the Site. Company’s privacy policy is expressly incorporated into this Agreement by this reference.

When you are required to open an account (referred to as your “bidder profile”) to use or access the Site or Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. Your username will be a bidding number, which will be automatically generated for you. You will be asked to create a password for your account. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately on any unauthorized use of your account, username, or password. Company shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else’s use of your account or password.

Company reserves the right to temporarily or permanently, in Company’s sole and absolute discretion, suspend or cancel your bidder profile if you violate these Terms & Conditions, and if you fail to pick up a purchased item as required within these Terms & Conditions. In such event,

your bidder profile will not be activated unless you pay a restocking fee equal to Fifteen percent (15%) of the total purchase price of all items (including items in the same or separate auction) you failed to timely pick up in order to reactive your bidder profile, in addition to all applicable sales taxes and auction fees regarding a purchased item, all of which must be paid in full prior to activation of your bidder profile.

3. USE OF INTELLECTUAL PROPERTY. Company may make certain intellectual property available to you from the Site, which includes, without limitation, blogs, copyrights, trademarks, service marks, and otherwise on the Site (collectively, "Intellectual Property"). The Intellectual Property is deemed to be licensed to you by Company, for your personal, noncommercial, home use only. Company does not transfer either the title or the intellectual property rights to the Intellectual Property, and Company retains full and complete title to the Intellectual Property, as well as all intellectual property rights therein, to the extent Company owns these rights through outright ownership or third-party licensing agreements. You may not sell, redistribute, or reproduce the Intellectual Property, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Intellectual Property to a human-perceivable form. All trademarks and logos are owned by Company or its licensors, or descriptions or pictures of Products containing the Intellectual Property of the Product manufacturer may be present, and you may not copy or use any of them in any manner.

4. USER CONTENT. You grant Company a license to use the materials you send, display, or otherwise communicate to Company through message, by email, or other means ("User Content"). You are granting Company, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the business of Company, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. You agree that Company may publish or otherwise disclose your name in connection with your User Content. By transmitting the User Content to Company, you warrant and represent that you own the rights to the User Content or are otherwise authorized to display, transmit, or otherwise distribute the User Content.

5. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is always governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to display, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of Company or any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any Content you provide or transmit, or that is provided or transmitted using your

bidding profile. The burden of proving that any Content does not violate any laws or third-party rights rests solely with you.

6. INAPPROPRIATE CONTENT. You shall not send, display, or otherwise communicate, through the Site or Service, any type of content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Company reserves the right to terminate your transmission or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms & Conditions or of any applicable laws.

7. COPYRIGHT INFRINGEMENT. Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed 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 Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have 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 (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent at:

Prime Auctions LLC
320 Commerce Cir,
Sacramento Ca 95815
(916) 237-6546
support@primeauctions.com

8. ALLEGED VIOLATIONS. Company reserves the right to terminate your use of the Service and/or the Site. To ensure that Company provides a high-quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms & Conditions, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

9. AUCTIONS, PRODUCT ORDERS, & FEES. Company reserves the right, in its sole and absolute discretion, to determine the duration of each auction, and may cancel, postpone, or discontinue (temporarily or permanently) an auction at any time without any notice to you. You may not bid through a secondary account, or otherwise manipulate, directly or indirectly, bidding through the Site. Company reserves the right, in its sole and absolute discretion, to reject or void bids Company believes are not made in good faith, and/or are intended to manipulate an auction. While generally Products are sold to the highest bidder, Company does not guarantee the highest bidder will have the right to purchase the Product. If you are the winning bidder for Product, you will be charged fifteen percent (15%) of the total winning bid price as an auction fee (the "Auction Fee"). Sales tax is not included in the Auction Fee, and the Company will collect all applicable sales tax related to the Product, which may increase the final amount that must be paid for the Product. All bids placed on items are final, and cannot be removed, deleted, or otherwise changed. Company emails invoices to the highest bidder the day after the auction for a Product ends. Once a Product is paid for in full, you may pick up the Product you purchased at the scheduled pickup day and time that is listed on the front page of the auction for that Product. The company reserves the right to require you to present a valid, non-expired driver's license or other government issued photo identification and a "paid in full" invoice in paper form or via mobile or other electronic means to pick up a Product. If your Product was not paid for and you do not have a "paid in full" invoice, you may present your invoice the day you pick up the Product, and you must pay the full amount of the invoice immediately upon pickup with cash or credit card. Your driver's license or other photo identification numbers may be temporarily recorded in order to prevent multiple people picking up the same item, and will be securely stored and permanently deleted from the Company's system once all auction Products are picked up. Company's employees, agents, or representatives will assist in locating and loading your item into your desired method of transportation. If you are not able to pick up a Product on scheduled day, as indicated above, it is your responsibility to arrange for someone to pick up the Product on your behalf with a valid, non-expired driver's license or other government issued photo identification and an invoice, as indicated above. Products that are not picked up on the scheduled pickup day are subject to re-sale by Company without refund and in Company's sole and absolute discretion, unless the winning bidder contacts support@primeauctions.com to arrange an alternative pickup date and time before the designated

pickup date and time. From time to time, Company may post retail prices of the Products it lists for sale on the Site. Company does not represent or warrant that these retail prices are true or accurate, and it is your responsibility to research the actual retail price of the Products you purchase. You acknowledge and agree that once a bid has been submitted, you cannot retract or take back the bid, and will be obligated to purchase the Product. **AS INDICATED BELOW IN PARAGRAPH 12, WE ARE NOT LIABLE FOR RELEASING ANY PRODUCTS TO THIRD PARTIES WHO ALLEGE TO BE PICKING UP PRODUCTS ON BEHALF OF THE WINNING BIDDER, OR THE RESALE OF ANY PRODUCTS THAT WERE PAID FOR AND RESOLD THROUGH AUCTION BECAUSE THEY WERE NOT PICKED UP ON THE DESIGNATED DATE AND TIME. THEREFORE, YOU MUST KEEP YOUR INVOICE SAFE AND SECURE AT ALL TIMES, BOTH DIGITALLY AND IN PHYSICAL FORM.**

If you fail to pick up a purchased item(s) within the time period indicated by us in your invoice, you will be deemed to have abandoned the purchased item(s) and you will have no further rights, whether to legal title or otherwise, with respect to the purchased item(s), and in accordance with these Terms & Conditions you waive all legal claims you may have against us for reselling or otherwise disposing of said purchased item(s).

If there is any conflict between these Terms & Conditions and California Commercial Code §§ 1302 et. seq, the provisions of these Terms & Conditions shall apply, as permitted by law. You will become the lawful owner of the Product you purchase upon physical receipt of the Product, in accordance with California Commercial Code § 2401(2) and Uniform Commercial Code § 2-401(2).

We charge a \$2.00 lot fee for every item we sell on the Site. You agree to pay the lot fee upon pickup, or before shipping, of the purchased item, in addition to a buyers premium, which is typically a percentage of the winning bid price. **NO SALES ARE FINAL UNTIL THE BUYERS PREMIUM, IF ANY, AND THE LOT FEE ARE PAID IN FULL.**

10. SHIPPING, & RETURNS. We do not provide any services to ship Products to winning bidders. You may arrange for the delivery of Products by contacting us, although we do not guarantee that Products can be delivered. Delivery services, if this service is accepted in writing by Company, will be an additional cost to you, which may change depending on the location and timeline for delivery. **ALL SALES OF PRODUCTS ARE “AS-IS” AND FINAL, AND NO REFUNDS OR RETURNS WILL BE ALLOWED UNDER ANY CIRCUMSTANCES.**

The Products on the Site may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, reexport, or import authorizations required by U.S. or your local laws; (b) not use the Products to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Products to prohibited countries and entities identified in the U.S. export regulations. By accepting these Terms, you confirm that you are not a resident or citizen of any country

currently embargoed by the U.S. A list of embargoed countries is available at the official website of the Office of Foreign Assets Control of the U.S. Department of the Treasury at: www.treas.gov/ofac.

11. NO WARRANTIES. ***COMPANY HEREBY DISCLAIMS ALL WARRANTIES.*** COMPANY IS MAKING THE SITE, SERVICE, AND ALL PRODUCTS AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE, SERVICE, AND PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, SERVICE, AND PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FUNCTIONALITY OF THE SITE FOR THE PURPOSE OF PLACING BIDS OR OTHERWISE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE, SERVICE, AND PRODUCTS WILL MEET YOUR REQUIREMENTS, THAT THE PRODUCTS ARE NEW (EVEN IF LABELED AS SUCH), THAT THE PRODUCTS ARE NOT DAMAGED (EVEN IF LABELED AS SUCH), THAT THE PRODUCTS ARE THE ACTUAL MODEL NUMBER AND/OR SIZE INDICATED ON THE SITE OR AT COMPANY’S PHYSICAL LOCATION, THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT YOU RECEIVE THE PRODUCT FOR WHICH YOU WERE THE WINNING BIDDER OR THAT YOU WILL BE THE WINNING BIDDER ON ANY SPECIFIC PRODUCT. COMPANY SELLS FOOD PRODUCTS ON THE SITE AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF FOOD PRODUCTS, AND WHETHER FOOD PRODUCTS ARE NOT EXPIRED OR OTHERWISE SAFE TO CONSUME. YOU ASSUME THE FULL RISK OF CONSUMING ANY FOOD SOLD ON THE SITE. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EXISTENCE, TESTING, DISCOVERY, LOCATION, CONTAINMENT, OR EMISSION OF ENVIRONMENTAL POLLUTANTS OR HAZARDOUS WASTE REGARDING THE PRODUCTS UNDER FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. YOU ASSUME ALL RESPONSIBILITY IN OBTAINING THE REQUIRED PERMITS, LICENSES, OR OTHER PERMISSIONS TO USE THE PRODUCTS IN THE STATE OR COUNTRY IN WHICH YOU INTEND TO USE THE PRODUCTS, AND YOU SHALL INDEMNIFY COMPANY TO THE FULLEST EXTENT FOR IMPROPER OR ILLEGAL USE OF THE PRODUCTS AS INDICATED IN PARAGRAPH 15 OF THESE TERMS & CONDITIONS.

12. LIMITED LIABILITY. ***COMPANY’S LIABILITY TO YOU IS LIMITED.*** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, SERVICE, PRODUCTS, OR ANY OTHER MATERIALS OR

SERVICES PROVIDED TO YOU BY COMPANY. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

Notwithstanding, in the event you do pursue any claims against Company, in consideration for your use of the Site and (if applicable) purchase of the Products and to the maximum extent permitted by applicable law, you hereby release all claims, liabilities, and otherwise against Company to the greatest extent permitted by law, and you acknowledge that you are familiar with California Civil Code §1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services, Products, these Terms & Conditions must be filed within six (6) months after such claim or cause of action accrued or arose or be forever barred.

13. AFFILIATED SITES; THIRD-PARTY LICENSED CONTENT. Company works with a third-party payment platform to process payments through admin portal on the Site. Because neither Company nor the Site has control over the performance of the third-party site, Company makes no guarantees about the quality of the services provided by the third party, and Company assumes no responsibility for any issues with payments or other errors arising out of or relating to your payment through the third party, or in relation to the Services on the Site.

14. PROHIBITED USES. Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;” (d) using the Site or Service to send unsolicited e-mail, messages, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

15. INDEMNITY. You agree to indemnify Company for certain acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, use of the Products, your violation of these Terms & Conditions, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

16. GOVERNING LAW. These Terms & Conditions shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Sacramento, California, in all disputes arising out of or related to the use of the Site or Service.

17. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms & Conditions to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms & Conditions shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

19. CALIFORNIA USE ONLY. The Site is controlled and operated by Company from its offices in the State of California. Company makes no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

20. MODIFICATIONS. Company may, in its sole discretion and without prior notice, (a) revise these Terms & Conditions; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms & Conditions to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms & Conditions and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

21. DISPUTE RESOLUTION. YOU AGREE TO MEDIATE AND, IF NECESSARY, ARBITRATE ANY DISPUTE OR CLAIM BETWEEN OR AMONG YOU AND ANY OTHER REGISTERED

USER ON THE SITE OR COMPANY ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS, ANY SALE OF PRODUCTS, ANY INSPECTION REPORT OR ANY OTHER TRANSACTION CONTEMPLATED BY THESE TERMS & CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT AND TORT CLAIMS, STATUTORY CLAIMS, CLAIMS FOR RELIEF WHETHER EQUITABLE OR LEGAL, ISSUES OF ARBITRABILITY, AND DISPUTES ABOUT THE SCOPE OF THIS CLAUSE. DISPUTE RESOLUTION SHALL BE CONDUCTED PURSUANT TO THE FOLLOWING PROCEDURES. BEFORE INITIATING ANY ARBITRATION, THE PARTIES SHALL ENGAGE IN MEDIATION, WHICH IS A PROCESS IN WHICH PARTIES ATTEMPT TO CONFIDENTIALLY RESOLVE ANY DISPUTE BY SUBMITTING IT TO AN IMPARTIAL, NEUTRAL MEDIATOR WHO IS AUTHORIZED TO FACILITATE THE RESOLUTION OF THE DISPUTE BUT WHO IS NOT EMPOWERED TO IMPOSE SETTLEMENT TERMS ON THE PARTIES. MEDIATION SHALL BE CONDUCTED IN SACRAMENTO COUNTY, CALIFORNIA, BY A MEDIATOR AFFILIATED WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNLESS THE PARTIES MUTUALLY AGREE TO A DIFFERENT MEDIATOR. SHOULD MEDIATION PROVE UNSUCCESSFUL TO RESOLVE THE DISPUTE, AND WITHIN SIX (6) MONTHS OF THE DISPUTE ARISING, A PARTY MAY MAKE A DEMAND FOR BINDING ARBITRATION TO BE CONDUCTED IN ACCORDANCE WITH THE RULES OF COMMERCIAL ARBITRATION OF THE AAA. A SINGLE ARBITRATOR WITH KNOWLEDGE OF THE AUCTION INDUSTRY SHALL CONDUCT THE ARBITRATION IN SACRAMENTO COUNTY, CALIFORNIA. THE PARTIES SHALL MUTUALLY AGREE UPON SUCH ARBITRATOR. IN THE EVENT THAT THE PARTIES HAVE NOT AGREED TO A MUTUALLY ACCEPTABLE ARBITRATOR WITHIN THIRTY (30) DAYS OF THE DATE OF THE NOTICE OF INTENTION TO ARBITRATE, THE AAA SHALL SELECT THE ARBITRATOR FROM ITS REGULARLY MAINTAINED LIST OF COMMERCIAL ARBITRATORS. THE ARBITRATOR SHALL HAVE NO POWER TO AWARD CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR TREBLE DAMAGES, OR ANY OTHER MANNER OF ENHANCED DAMAGES. THE PREVAILING PARTY IN ANY ARBITRATION SHALL HAVE THE RIGHT TO AN AWARD OF ATTORNEYS' FEES AND COSTS. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING AND ANY PARTY TO THE DISPUTE MAY SEEK TO CONFIRM THE AWARD OF THE ARBITRATOR IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN SACRAMENTO, COUNTY, CALIFORNIA, AND ENFORCE THE AWARD AS A JUDGMENT.

22. AUCTIONEER LAW NOTICE. Company utilizes a third-party software to facilitate your bidding on the Site, and such bidding is not completed using any of Company's software. Therefore, Company is not an "auctioneer" under California Civil Code section 1812.600 et. seq., or any other similar state, federal, or municipal statutes, laws, or ordinances, and no laws that apply to "auctions", "auctioneers", or any other similar arrangement shall apply to Company, and your use of the Site is your acknowledgment and agreement of the same.

23. ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS & CONDITIONS AND AGREE TO BE BOUND BY THEM.