

ACKNOWLEDGEMENT OF LIMITATION ON LIABILITY  
FROM TERMS OF USE OF AUCTION ON  
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THE FOLLOWING SECTIONS HAVE BEEN EXCERPTED FROM THE TERMS OF USE FOR THE AUCTION SOFTWARE AND SERVICES PROVIDED ON JEFFERSON STATE TRADING COMPANY'S WEBSITE. DUE TO THE IMPORTANCE OF THESE PARTICULAR TERMS, YOU ARE REQUIRED TO PRINT, PHYSICALLY SIGN, AND FAX, MAIL, OR E-MAIL BACK THIS ACKNOWLEDGEMENT PRIOR TO JEFFERSON STATE BEING BOUND BY THE TERMS OF USE AND PRIOR TO JEFFERSON STATE GRANTING YOU ACCESS AND LICENSE TO THE AUCTION SOFTWARE AND SERVICES. THE TERMS BELOW HAVE BEEN REPRODUCED EXACTLY AS THEY APPEAR IN THE TERMS OF USE YOU WERE REQUIRED TO ENTER INTO BY CLICKING THE "I AGREE" BUTTON.

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6. AUCTION SERVICES, ONLY. BY SIGNING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT JEFFERSON STATE IS PROVIDING AUCTION PLATFORM SERVICES, ONLY. In order to make a valid bid via the Auction Services, the bidder must be able and willing to transfer the amount of the bid, in U.S. Dollars, to us via the mechanisms provided through the Software, which we will hold in a protected Trust Account, if and when the bidder wins a given auction. If, at the conclusion of the auction period, the bidder does not win the auction, bidder is not required to transfer any funds to us. If, at the conclusion of the auction period, the bidder does win, and thereby enters into a binding contract with the seller, and send us the appropriate funds, we will transfer the funds to the seller, less a commission that we retain, once we have been notified by bidder/buyer or by the appropriate Federal or State agency or authority that title to the item(s) has been transferred. Please consult our website at [www.jeffersonstatetradingco.com](http://www.jeffersonstatetradingco.com) for the appropriate commission rate that applies to your transaction. The seller and buyer are responsible to ensure that title to is transferred. For the Fixed Price Auction, once the buyer has accepted the seller's offer, the parties thereby have entered into a binding contract, and the buyer will be obligated to transfer the appropriate funds to us, which we will hold in a protected Trust Account. We will then transfer the funds to the seller, less a commission that we retain, once we have been notified by buyer or by the appropriate Federal or State agency or authority that title to the item(s) has been transferred. Please consult our website at [www.jeffersonstatetradingco.com](http://www.jeffersonstatetradingco.com) for the appropriate commission rate that applies to your transaction. ALL USERS EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR OR PARTY TO ANY DISPUTES THAT MAY ARISE BETWEEN OR AMONG THE BIDDERS, THE BUYER, AND/OR THE SELLER. IN THE EVENT THAT DISPUTE ARISES BETWEEN OR AMONG THE BIDDERS, THE BUYER, AND/OR THE SELLER, ALL PARTIES AGREE TO HOLD JEFFERSON STATE HARMLESS AND TO INDEMNIFY JEFFERSON STATE PURSUANT TO SECTIONS 15 AND 16, BELOW. JEFFERSON STATE MAKES NO GUARANTEES ABOUT THE ACCURACY, CURRENCY, CONTENT, OR QUALITY OF THE INFORMATION PROVIDED BY BIDDERS OR SELLERS, AND JEFFERSON STATE ASSUMES NO RESPONSIBILITY FOR UNINTENDED, OBJECTIONABLE, INACCURATE, MISLEADING, OR UNLAWFUL CONTENT PROVIDED BY USERS OF THE AUCTION SERVICES. JEFFERSON STATE RESERVES THE RIGHT TO RETAIN THE BIDDER'S FUNDS IN THE EVENT OF A DISPUTE TO AWAIT FURTHER INSTRUCTION FROM THE APPROPRIATE AUTHORITIES OR TO RETURN THE BIDDER'S FUNDS TO THE BIDDER. IF, IN THE EVENT THAT BIDDER'S FUNDS ARE RETURNED TO BIDDER, THE SELLER EXPRESSLY AGREES TO HOLD JEFFERSON STATE HARMLESS, AND TO PURSUE ANY AND ALL RECOURSE AGAINST THE BIDDER, AND NOT AGAINST JEFFERSON STATE.

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14. NO WARRANTIES. JEFFERSON STATE HEREBY DISCLAIMS ALL WARRANTIES. JEFFERSON STATE IS MAKING THE AUCTION SERVICES 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 AUCTION SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JEFFERSON STATE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE AUCTION SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. JEFFERSON STATE DOES NOT WARRANT THAT THE AUCTION SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE AUCTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

15. LIMITED LIABILITY. JEFFERSON STATE' LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JEFFERSON STATE 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 AUCTION SERVICES. 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.

16. INDEMNITY. YOU AGREE TO INDEMNIFY JEFFERSON STATE FOR CERTAIN OF YOUR ACTS AND OMISSIONS. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS JEFFERSON STATE, 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 AUCTION SERVICES, YOUR VIOLATION OF THESE TERMS OF USE, OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. JEFFERSON STATE 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.

IN WITNESS THEREOF, the User expressly acknowledges that he/she consents to the above provisions in the Terms of Use for Jefferson State's Auction Services and Software.

USER:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_