

Municibid Terms of Use Agreement

Welcome and thank you for visiting Municibid. The Municibid Website and its associated services (collectively, “Website”) are provided by Municibid.com, LLC (“Municibid”), a Pennsylvania limited liability company. By accessing or using the Website, however accessed, you manifest your intent and agree to be bound by this Terms of Use Agreement (“Agreement”).

This Agreement and the terms contained herein is subject to change by Municibid at any time, in its sole and absolute discretion, and without notice. Therefore, you are instructed to review the terms of this Agreement prior to using the Website. If you do not agree to the terms and conditions contained within this Agreement, you must discontinue your use of the Website immediately. Your continued use of the Website after a replacement, modification, or amendment of the terms of this Agreement will constitute your manifestation of assent to, and agreement with, any replacement, modification, or amendment herein.

Municibid hereby incorporates its Privacy Policy as if fully restated herein. You are instructed to review Municibid’s Privacy Policy to understand the personal and personally identifiable information that Municibid may collect from you when you use the Website and how Municibid may use that personal or personally identifiable information.

NOTICE OF ARBITRATION. THIS TERMS OF USE AGREEMENT CONTAINS AN ARBITRATION PROVISION AND CLASS ACTION WAIVER. EXCEPT AS OTHERWISE STATED UNDER THE TERMS OF THIS AGREEMENT, AND IF YOU DO NOT OPT-OUT OF ARBITRATION AS SET FORTH BELOW, YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND Municibid WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

a. Eligibility to Use the Website

The Website is open to use to those who are age eighteen or above. By using the Website, you warrant that you are age eighteen (18) or above, are of sound mind, and have the capacity to agree to and uphold the terms and conditions contained within this Agreement. If you use the Website on behalf of a business entity or other third party, you warrant that you express actual authority to act as an agent of that business entity and third party and, as a component of that agency, have the right and ability to agree to the terms of this Agreement on behalf of that third party or business entity. You further warrant that you are not prohibited from entering into this Agreement by the terms of any preexisting agreement.

b. Privacy Policy

Municibid hereby incorporates its Privacy Policy by reference as if fully restated herein.

c. Acceptable Use of the Website

When you use the Website, you agree to use it only for its customary and intended purposes and as permitted by the terms of this Agreement and any applicable law, regulation, statute, or ordinance. Additionally, you agree that you are responsible for any breach of your obligations under the terms of this Agreement and for any losses suffered by Municibid for such a breach, including, but not limited to, monetary damages, costs, and attorneys' fees. You are expressly prohibited from using the Website to violate any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national or international, or to violate the rights of a third party, including, but not limited to, intellectual property rights, privacy rights, rights of publicity, or other personal or proprietary rights. Additionally, you are expressly prohibited from:

- Attempting to access the Website other than through a standard web browser unless you have been permitted to do so by Municibid through a separate, written agreement;
- Accessing or attempting to access the Website through automated means;
- Circumventing the technological protection measures of the Website;
- Posting or transmitting content intended to collect personal or personally identifiable information from users of the Website or third parties';
- Harassing a user of the Website;
- Posting or transmitting content that threatens or encourages bodily harm or the destruction of property;
- Posting or transmitting content that infringes upon the intellectual property rights of other users of the Website or third parties;
- Posting or transmitting content that constitutes fraud, an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter;
- Disrupting or otherwise interfering with the Website or its associated servers or networks;
- Scraping, reproducing, republishing, selling, reselling, duplicating, or trading the Website or its content;
- Circumventing the Website's bidding or auction processes;
- Failing to complete any transaction entered into through the Website;
- Diverting or attempting to divert customers of the Website to another website or service;
- Sending unsolicited or unauthorized communications to users of the Website or third parties;
- Posting or transmitting content that is false, inaccurate, misleading, tortious, defamatory, vulgar, obscene, libelous, invasive, hateful, or otherwise objectionable;
- Reverse engineering, decompiling, translating, or disassembling the Website or its content; and
- Encouraging or assisting any other party to do anything in violation of the terms of this Agreement.

Municibid reserves the right to modify, amend, or terminate the Website or its associated content at any time and without prior notice. Municibid also reserves the right to refuse service or access to the Website to any person or business entity at any time and without notice.

d. Limited License to Use the Website

You acknowledge and agree that the Website is the property of or is licensed by Municibid and is

protected under United States and international law, including, but not limited to, intellectual property laws and other personal and proprietary rights. You acknowledge and agree that your use of the Website is limited by the license granted under the terms of this Agreement, and you expressly agree that you will not use the Website in any manner not expressly authorized under the terms of this Agreement. Municibid reserves all rights not expressly granted through this Agreement.

Municibid provides you with a limited, non-exclusive, non-sublicensable, non-assignable, revocable, and royalty free license to use the Website for its customary and intended purposes. You are expressly prohibited from reproducing, preparing derivative works of, distributing copies of, publicly performing, and publicly displaying the Website.

e. Idea Submission Policy

Municibid may provide you with the ability to submit ideas to Municibid through the Website. If you submit ideas to Municibid, you agree that any ideas that you submit to Municibid will automatically become the property of Municibid and that you will not be compensated for the submission, use, or implementation of the idea that you submitted to Municibid. You understand and agree that Municibid may use or redistribute any ideas that you submit to Municibid for any purpose and in any way and that Municibid has no obligation to keep any ideas submitted to Municibid confidential.

f. User Account

Municibid may provide you with the ability to register a user account (“User Account”), which may provide access to additional areas of the Website. Your User Account is protected by a username and password. You recognize that you are solely responsible for maintaining the security and confidentiality of your username and password and that you are responsible for any unauthorized access to your User Account. In the event your User Account is accessed without your authorization, you agree to notify Municibid immediately. Municibid reserves the right to restrict access to, suspend, disable, or delete your User Account at any time, in its sole discretion, and without prior warning. By creating a User Account, Municibid may contact you by any available means, including, but not limited to, by email.

g. License to User-Generated Content

Municibid may provide you with the ability to upload, contribute, or transmit user-generated content to or through the Website through your User Account, including, but not limited to, listings text, photographs, images, videos, URLs, and other files (collectively “User-Generated Content”). You warrant that your User-Generated Content will not (i) violate any law, statute, regulation, or ordinance, whether local, state, provincial, national, or international, (ii) violate any term or condition of this Agreement, or (iii) violate the rights of third parties, including intellectual property rights and any other personal or proprietary rights. By submitting User Generated Content to the Website, you grant Municibid a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use your User-Generated Content for the customary and

intended purposes of the Website. The customary and intended purposes of the Website may include, but are not limited to, displaying the Website's content to you or to third parties, providing the Website's services to you or to third parties, and archiving or making backup copies of the Website. By submitting User-Generated Content to the Website, you waive all moral rights or rights of publicity or privacy with respect to the User-Generated Content submitted to the Website. When posting User-Generated Content to the Website, you warrant that your User Generated Content will be accurate, truthful, non-deceptive, and complete.

Municibid assumes no responsibility, and cannot be held liable for, the conduct of any User Account that submits User-Generated Content to the Website, including, but not limited to, the accuracy, reliability, completeness, or truth of any listing. You are advised to perform your own due diligence when evaluating any listing through the Website and your use of the Website to list, purchase, or complete any transaction is at your own risk.

h. Bids and Listings

You understand and agree that Municibid is a marketplace whereby those who hold User Accounts can buy and sell products through the Website. When you list an item for sale, you warrant and agree that your listings are true, accurate, and complete and that you possess all right, title, and interest in and to the item listed for sale and can transfer title to that item to the buyer free and clear of any lien or encumbrances. When selling an item through the Website, you enter into a legally binding contract to sell the item when a winning bid is accepted.

When buying an item through the Website, you understand and agree that you are responsible for reading the full item listing before bidding on the item and that, by bidding on an item, you are making an offer to enter into a contract. When you have the winning bid, you understand and agree that you have entered into a legally binding contract to purchase the item for which you placed the winning bid. In cases of motor vehicles or real estate, you understand and agree that your bid is a non-binding offer and does not create a formal contract between the buyer and seller until such a contract is later finalized between the parties. Buyers are solely responsible for performing all due diligence concerning items offered by sellers through the Website.

Both buyers and sellers understand and agree that bids cannot be canceled, withdrawn, or rescinded, and that the seller has the right to reject the final bid for any reason within its sole and absolute discretion. Municibid will not be held responsible for any contracts entered into by or between buyers and sellers through the Website, including the sufficiency, enforceability, or accuracy thereof. Buyers and sellers use the Website at their own risk and are solely responsible for enforcing and interpreting the terms of their own contracts.

i. Payment

Municibid is a service provider granting users access to the Website and to each other's shared User-Generated Content upon their registering a User Account with the Website. Municibid charges a buyer's fee when a buyer buys an item from a seller through the Website. The buyer's

fee may be posted to the Website by Municibid, and Municibid reserves the right to modify the fees charged to its users and User Account holders at any time and in its sole and absolute discretion. All payments for services offered through the Website are non-refundable. You understand and agree that all buyer's fees must be paid before an item may be retrieved. You further agree to pay all fees and charges on time, and Municibid may terminate or disable your access to the Website or your User Account if you fail to pay any amount owing to Municibid when due. You also agree that Municibid may charge you a penalty fee for backing out of a bid through the Website and such fee may be posted to the Website by Municibid from time to time and in its sole and absolute discretion. You agree that you will pay all costs of collection, including legal fees, incurred by Municibid.

You agree to pay all applicable taxes or charges imposed by any governmental entity anywhere in the world in connection with your use of the Website. All costs and fees are quoted and payable in United States Dollars, and you acknowledge and agree that Municibid is not responsible for any foreign transaction fees or other fees charged to you by your financial institution. You agree that you will not initiate any chargebacks to Municibid unless otherwise authorized by Municibid in writing. You understand and agree that you will be responsible and required to pay for any costs associated with any chargebacks that you have initiated against Municibid.

In the event you dispute the amount or validity of any payments made under this Agreement, you must notify Municibid within ten (10) days of any such dispute. You understand that your failure to notify Municibid of any dispute within ten (10) days will constitute your express waiver of any claims related to the disputed payment.

j. Proprietary Rights

You understand and agree that the Website, including, but not limited to, its source code, data, selection and arrangement, executable code, structure, and organization, contains the valuable trade secrets and intellectual property of Municibid. Under the terms of this Agreement, you do not acquire any ownership rights to the Website or the data or content contained therein. You acquire only a limited license to use the Website subject to the terms of this Agreement. All other rights are reserved by Municibid.

k. Trademarks

You acknowledge and agree that any and all trademarks, trade names, design marks, or logos displayed on or through the Website by Municibid, including, but not limited to, MUNICIBID, are common law or registered trademarks owned by or licensed to Municibid. You are expressly prohibited from using the trademarks of Municibid to cause confusion in, to cause mistake in, or to deceive consumers, or from falsely designating the origin of, the source of, or the sponsorship

of your goods or services. You are further prohibited from using the trademarks of Municibid in domain names, in keyword advertisements, to trigger keyword advertisements, or in meta tags. All other trademarks, trade names, design marks, or logos are the property of their respective owners.

l. Municibid as Service Provider

You understand and agree that Municibid provides the Website as a service and will not be held liable for and takes no responsibility for any interactions by and between users of the Website. You understand and agree that Municibid is an interactive computer service as those terms are defined under Section 230 of the Communications Decency Act and that Municibid cannot be held liable for any commercial or personal torts in its role as a publisher of information provided by third parties. Though Municibid may edit, remove, or control the content submitted to and displayed through the Website by third parties, it will not be held liable for that content. The Website may contain links to third-party websites. The inclusion of such links does not imply approval or endorsement of the linked site by Municibid.

m. Taxes

You agree that You will pay all taxes assessed by governmental bodies, whether local, state, provincial, national, or international, associated with your use of the Website. Municibid will report as income all payments received from you to Municibid to all proper taxing authorities.

n. Copyright Policy

- a. Municibid will respond to all duly authorized notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that a user of the Website has infringed upon your copyright rights, you may provide Municibid with a notice of copyright infringement that complies with § 512 of the Digital Millennium Copyright Act. Upon receipt of a notice that complies with the Digital Millennium Copyright, Municibid will make a good faith attempt to notify the owner or uploader of the allegedly infringing content so that they can respond with a counter-notification under the Digital Millennium Copyright Act.
- b. All notices of copyright infringement submitted to Municibid must contain the following:
 - i. the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
 - ii. identification of the copyrighted work(s) alleged to have been infringed;
 - iii. the location of the copyrighted work(s) in the Website;
 - iv. your contact information, such as an address, telephone number, fax number, or email address;

- v. a statement that you have a good faith belief that the use of the allegedly infringing content is not authorized by the copyright owner, its agent, or the law; and
 - vi. a statement, under penalty of perjury, that the information contained in the notification is accurate and that you are authorized to act on behalf of the copyright owner.
- c. Upon receipt of a duly authorized notice of infringement, Municibid will undertake reasonable efforts to notify the poster of the allegedly infringing content so that the poster may issue a counter-notification. Counter-notifications must contain the following:
 - i. The physical or electronic signature of the User;
 - ii. Identification of the material that has been removed or the location where the material previously appeared;
 - iii. A statement, under penalty of perjury, that the subscriber has a good faith belief that the material was removed due to mistake or misidentification; and
 - iv. The subscriber's name, address, and telephone number and a statement that the subscriber consents to the jurisdiction of the federal district court in which the subscriber is located.
- d. All notices of infringement may be sent to support@municibid.com.

o. Term and Termination

The term of this Agreement will begin upon your first accessing of the Website and will continue until the earlier of the following: (i) Municibid terminates your access to the Website; or (ii) you cease using the Website and terminate your Account. Municibid reserves the right to terminate the Website or your access to the Website in its sole and absolute discretion and without prior notice.

p. Disclaimer of Warranties and Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE IS PROVIDED ON AN "AS-IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, AND NON-INFRINGEMENT. WHEREVER PERMITTED BY LAW, YOU ACKNOWLEDGE THAT MUNICIBID WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, JUDGMENTS, CHARGES, OR FEES ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO THE WEBSITE OR TRANSACTIONS THAT OCCUR THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, COSTS, AND ATTORNEYS' FEES, DAMAGES ARISING OUT OF ERRORS OR OMISSIONS, AND DAMAGES ARISING OUT OF THE UNAVAILABILITY OF THE

WEBSITE OR DOWNTIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT MUNICIBID'S LIABILITY IS LIMITED TO THE AMOUNT THAT YOU PAID TO MUNICIBID OR \$1,000, WHICHEVER IS LESS.

MUNICIBID EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGE, INJURY, HARM, COST, EXPENSE, OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF ITEMS PURCHASED THROUGH THE WEBSITE. ITEMS PURCHASED THROUGH THE WEBSITE ARE PROVIDED WITHOUT EXPRESS, IMPLIED, OR STATUTORY WARRANTIES FROM MUNICIBID, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, YOU ARE ADVISED TO SEEK LEGAL ADVICE TO DETERMINE IF THIS EXCLUSION APPLIES TO YOU.

MUNICIBID WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY, WHETHER IN WARRANTY, CONTRACT, STRICT LIABILITY, TORT, PERSONAL INJURY, OR NEGLIGENCE, FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE ITEMS PURCHASED THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DAMAGE TO PROPERTY, DEATH, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. YOU ACKNOWLEDGE THAT YOUR USE OF ITEMS PURCHASED THROUGH THE WEBSITE IS AT YOUR SOLE RISK AND THAT MUNICIBID'S LIABILITY IS LIMITED TO THE AMOUNT THAT YOU PAID TO MUNICIBID OR \$1,000, WHICHEVER IS LESS.

q. Indemnification

You agree to indemnify, defend, and hold harmless Municibid, its officers, shareholders, directors, employees, subsidiaries, affiliates, and representatives, from any and all losses, including, but not limited to, costs and attorneys' fees, arising out of or related to (i) your use of the Website, (ii) your purchase of any item through the Website, (iii) your User Generated Content, including, but not limited to, your listings and the completeness, accuracy, and truth thereof, (iv) your violation of any term or condition of this Agreement; (v) your violation of the rights of third parties, including, but not limited to, intellectual property rights or other personal or proprietary rights; and (vi) your violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national, or international. Your obligation to defend Municibid will not provide you with the ability to control Municibid's defense, and Municibid reserves the right to control its defense, including its choice of counsel and whether to litigate or settle a claim subject to indemnification.

r. Choice of Law and Stipulation to Jurisdiction

You and Municibid agree that any dispute arising out of or related to this Agreement or your use of the Website, including, but not limited to, your purchase of goods through the Website, will be governed by the laws of the State of Pennsylvania, without regard to its conflict of laws rules. Specifically, the validity, interpretation, and performance of this Agreement will not be governed by the United Nations Convention on the International Sale of Goods. Except for claims for injunctive relief by either party, you and Municibid agree that any dispute or controversy arising out of, in relation to, or in connection with this Agreement or your use of the Website including, without limitation, any and all disputes, claims (whether in tort, contract, statutory, or otherwise), or disagreements concerning the existence, breach, interpretation, application, or termination of this Agreement, will be resolved by final and binding arbitration. The arbitration shall be held through the platform provided by New Era ADR, Inc. (<https://app.neweraadr.com/>) (the “New Era Platform”) in accordance with its rules and procedures for “Virtual Expedited Arbitrations” by a professional neutral(s) with substantial experience in resolving commercial disputes (the “Neutral”). The Neutral shall be chosen in accordance with the rules and procedures of the New Era Platform. The parties will bear costs as provided for under this Agreement or, if silent, in accordance with the rules and procedures of the New Era Platform. The prevailing party may be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys’ fees and all other expenses) incurred in connection therewith, at the Neutral’s discretion.

This arbitration will be conducted in the English language. The decision of the arbitrator will be final and binding on the parties and judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section will prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney’s fees, to the prevailing party. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

ANY DISPUTE RESOLUTION PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PURCHASE OR USE OF ITEMS FROM OR THROUGH THE WEBSITE, WHETHER IN ARBITRATION OR OTHERWISE, SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS,

CONSOLIDATED OR REPRESENTATIVE ACTION, AND YOU AND MUNICIBID EXPRESSLY AGREE THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES SHALL NOT BE ASSERTED IN NOR APPLY TO ANY ARBITRATION PURSUANT TO THESE TERMS.

Any claims must be brought within one year of each applicable invoice or will otherwise be barred.

s. Force Majeure

Municibid will not be responsible for any delay or failure in performance of the Website or its associated products arising out of any cause beyond Municibid's control, such as acts of God, war, riots, fire, terrorist attacks, pandemics, power outages, severe weather, or other accidents.

t. Survivability

The representations, warranties, duties, and covenants made by you under this Agreement will survive the termination of this Agreement, your Account, or the Website, including, but not limited to, your duty to indemnify and defend Municibid.

u. Interpretation

This Agreement will be deemed to have been drafted by both parties, and the terms and conditions of this Agreement will not be interpreted against its drafter.

v. Assignment

You are expressly prohibited from assigning your rights and duties under this Agreement. Municibid reserves the right to assign its rights and duties under this Agreement, including in a sale of Municibid or its Website.

w. Waiver and Integration

No term or condition of this Agreement or breach of this Agreement will be deemed to have been waived or consented to unless said waiver is in writing and signed by the party to be charged. This Agreement is the entire agreement between the parties and supersedes all previous agreements or representations between the parties.