

# User Agreement

This User Agreement is effective upon acceptance for new users, and from January 1, 2020 for existing users.

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## 1. Introduction

This User Agreement, the [Mobile Application Terms of Use](#), and all policies and additional terms posted on and in our sites, applications, tools and services (collectively "Services") set out the terms on which AMP offers you access to and use of our Services. You can find an overview of our policies [here](#). The Mobile Application Terms of Use, all policies and additional terms posted on and in our sites, applications, tools, and services are incorporated into this User Agreement. You agree to comply with all terms of this User Agreement when accessing or using our Services.

The entity you are contracting with is: Advertising Marketplace 629 Terminal Way, Costa Mesa CA 92627.

In this User Agreement, these entities are individually and collectively referred to as "AMP," "we," or "us."

**Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see [Legal Disputes, Section B](#) ("Agreement to Arbitrate")). If you do not opt out: (1) you will only be permitted to pursue claims against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

## **2. About AMP**

AMP is a marketplace that allows users to offer, sell and buy just about any Out of Home Media in a variety of pricing, formats and locations. The actual contract for sale is directly between the seller and buyer. AMP is not a traditional auctioneer.

Any guidance we provide as part of our Services, such as pricing, listing, and our sourcing is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, AMP has no control over and does not guarantee: the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or cancel media if permitted to do so.

## **3. Using AMP**

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, regulations, third-party rights or our systems, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for items purchased by you, unless you have a valid reason as set out in an AMP policy, for example, the seller has materially changed the item's

description after you buy, a clear typographical error is made, or you cannot contact the seller (see our [Unpaid item policy](#));

- fail to deliver items sold by you, unless you have a valid reason as set out in an AMP policy, for example, the buyer fails to comply with the posted terms in your listing or you cannot contact the buyer;
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems (see [All about our Feedback policies](#));
- transfer your AMP account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm AMP or the interests or property of users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of AMP;
- interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any AMP application or tool, except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to AMP. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to AMP or someone else;

- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belong to you;
- commercialize any AMP application or any information or software associated with such application, except with the prior express permission of AMP;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures used to provide the Services.

Sellers must meet AMP's [minimum performance standards](#). Failure to meet these standards may result in AMP charging you additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are abusing AMP and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

If we believe you are violating the policy on [Offers to buy or sell outside of AMP](#), you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees, and recovery of expenses for policy monitoring and enforcement. If you are a seller and you offer or reference your contact information or ask a buyer for their contact information in the context of [buying or selling outside of AMP](#), you may be liable to pay a final value fee applicable to that item, even if the item does not sell. We may cancel unconfirmed accounts or accounts that have been inactive for a long time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

## 4. Policy Enforcement

When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers.

## 5. Fees

The fees we charge for using our Services are listed on our [Standard selling fees](#) page. We may change our seller fees from time to time by posting the changes on the AMP site with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

If you are a seller, you are liable for transaction fees arising out of all sales made using some or all AMP Services, even if sales terms are finalized or payment is made outside of AMP. In particular, if you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of AMP, you may be liable to pay a [final value fee](#) applicable to that item, even if the item doesn't sell, given your usage of AMP Services for the introduction to a buyer.

You must have a payment method on file when selling through AMP Services and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect amounts owed by charging other payment methods on file with us, retain collection agencies and legal counsel, and, for accounts over 60 days past due, AMP will deduct the amount owed from your account balance. In addition, you will be subject to [late fees](#). AMP, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information AMP reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at AMP Inc., C/O Global Collections, 7700 West Parmer Lane, Building D, Austin, TX 78729. If you wish to dispute the information a collection agency reported to a credit bureau regarding your AMP account, you must contact the collection agency directly. Seller fees don't purchase exclusive rights to item exposure on AMP, whether on a web page, mobile app, or otherwise. We may display third-party advertisements (including links and references thereto) or other content in any part of our Services, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers.

## 6. Listing Conditions

When listing an item for sale on AMP Services, you agree to comply with AMP's [Listing policies](#) and [Selling practices policy](#) and that:

- You are responsible for the accuracy and content of the listing and item offered,
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). AMP can't guarantee exact listing durations,
- Your fixed-price listings currently renew automatically every 30 days, based on the listing terms at that time, until the quantities sell out or until you cancel the listing. Effective January 1, 2020, your fixed-price listings may renew automatically every calendar month, based on the listing terms at the time, until all quantities sell or the listing is ended by you or AMP, in its sole discretion,
- Content that violates any of AMP's policies may be modified, obfuscated or deleted at AMP's discretion,

- We may revise product data associated with listings to supplement, remove, or correct information,
- We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
  - buyer's location, search query, browsing site, and history;
  - item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
  - seller's history, including listing practices, Detailed Seller Ratings, AMP policy compliance, Feedback, and defect rate; and
  - number of listings matching the buyer's query,
- To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer,
- Some advanced listing upgrades will only be visible on certain Services,
- AMP's [Duplicate listings Policy](#) may also affect whether your listing appears in search results
- Metatags and URL links that are included in a listing may be removed or altered so as to not affect third-party search engine results,
- We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to those of other sellers.

## 7. Purchase Conditions

When buying an item on AMP Services, you agree to the [Rules and policies for buyers](#) and that:

- You are responsible for reading the full item listing before making a commitment to buy,

- You enter into a legally binding contract to purchase an item when you commit to buy an item and your offer for an item is accepted,
- For real estate, a buy offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller,
- We do not transfer legal ownership of items from the seller to the buyer,
- Utah Code Annotated § 70A-2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

## 8. International Buying and Selling; Translation

Many of our Services are accessible to international sellers and buyers. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. If you purchase an item on an AMP site other than AMP.com, you are subject to the User Agreement of that other AMP site with respect to that particular purchase.

You may list your items directly on one or more of AMP's [international sites](#). Additionally, you may direct us to display your listing on AMP sites other than the original AMP listing site, including where you choose to list an item with an international shipping option (such as worldwide shipping or the Global Shipping Program); the appearance of your listings on these sites is not guaranteed. When you sell your items internationally, you agree to be subject to that other site's User Agreement, policies, and our [AMP Money Back Guarantee](#). You may adjust your account settings within My AMP to indicate your preferences on international shipping by excluding international shipping and applying an exclusion list to the applicable countries.

You authorize us to use automated tools to translate your AMP content and member-to-member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy and availability of any translation are not guaranteed.

## 9. Content

When you provide content using the Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights (as defined above) you have in that content in connection with our provision, expansion, and promotion of the Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights in that content against AMP, our assignees, our sublicensees, and their assignees in connection with our, those assignees', and those sublicensees' use of that content in connection with our provision, expansion, and promotion of the Services.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. AMP takes no responsibility and assumes no liability for any content provided by you or any third party.

We offer product data (including images, descriptions and specifications) that are provided by third parties (including AMP users). You may use that content solely in your AMP listings. AMP may modify or revoke that permission at any time in our sole discretion. The product data includes copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings).

We try to offer reliable product data, but cannot promise that the content provided through the Services will always be available, accurate, complete, and up-to-date. You agree that AMP is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not attempt to hold us or our data providers liable for inaccuracies. As a seller, you agree to ensure that content directly associated with your listings is accurate.

The name "AMP" and other AMP marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of AMP in the U.S. and other countries. They may not be used without the express written prior permission of AMP.

## **10. Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code**



We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. AMP's Verified Rights Owner (VeRO) program works to ensure that listed items and content on our site or in our apps do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team and we will investigate. [Learn how to submit a notice to AMP](#)