TERMS OF USE

**B-Stock Solutions Terms of Use**

*Effective Date: April 2, 2021*

Thank you for visiting B-Stock Solutions, LLC (“B-Stock” or “we”). Please carefully read these Terms of Use and our Privacy Policy, which is incorporated into these Terms of Use by this reference. These Terms of Use apply to B-Stock’s websites (the “Platform”), applications, marketplaces and services (collectively, the “Services”). “You” or “Buyer” shall mean any visitor to the Platform or user of the Services and includes the entity that creates an account or logs into the Services for the purpose of viewing, bidding upon, purchasing, or selling inventory products (“Inventory Products”) or using any services ancillary thereto.

If you are purchasing Inventory Products from B-Stock Supply, then the B-Stock Supply Terms of Purchase located at <https://bstocksupply.com/terms-of-purchase/> shall also apply and are incorporated into these Terms of Use by this reference.

PLEASE READ SECTION 10 (DISPUTE RESOLUTION) CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS OR DISPUTES WILL BE RESOLVED. BY USING SERVICES, YOU AGREE TO BE BOUND BY THE DISPUTE RESOLUTION POLICIES DESCRIBED IN SECTION 10.

These Terms of Use relate to the following:

* 1. [**Privacy and Data Security; Account Information**](https://bstock.com/terms-of-use/#Privacy)
  2. [**Content**](https://bstock.com/terms-of-use/#Content)
  3. [**Your Use of the Services**](https://bstock.com/terms-of-use/#Use_of_the_Services)
  4. [**Terms of Bidding**](https://bstock.com/terms-of-use/#Bidding)
  5. [**User Submissions, Feedback and Information**](https://bstock.com/terms-of-use/#User)
  6. [**Copyright Policy**](https://bstock.com/terms-of-use/#Copyright)
  7. [**Links to Other Sites**](https://bstock.com/terms-of-use/#Other_Sites)
  8. [**Disclaimer; Limitation of Liability; Indemnity**](https://bstock.com/terms-of-use/#Disclaimer)
  9. [**Violation of these Terms of Use**](https://bstock.com/terms-of-use/#Violation)
  10. [**Governing Law; Dispute Resolution**](https://bstock.com/terms-of-use/#Dispute_Resolution)
  11. [**User Outside the United States**](https://bstock.com/terms-of-use/#Outside_US)
  12. [**Miscellaneous**](https://bstock.com/terms-of-use/#Misc)
  13. [**Modifications to Terms**](https://bstock.com/terms-of-use/#Modifications)
  14. [**Questions and Contact Information**](https://bstock.com/terms-of-use/#QuestionsContact)

Unless otherwise noted, the Services are the property of B-Stock and its licensors. By using the Services, you agree to these Terms of Use, our Privacy Policy, the operating rules and policies applicable to the Services as may be published or provided by B-Stock or Sellers of Inventory Products (including by posting on the Platform) from time to time, and all applicable laws, rules and regulations. If you do not agree to these Terms of Use, do not use the Services.

If you are entering into these Terms of Use on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms of Use. You may not use the Services if you do not have such authority.

1. Privacy and Data Security; Account Information

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. Additionally, by using the Services, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that transmissions to or through the Services may be intercepted by others, and users assume the risk of security breaches and all consequences resulting from them. Please do not send us any sensitive personal information.

Some use of the Services requires that you create a User Account. Only one User Account per user is permitted. When creating your User Account, you must provide accurate and complete profile information, and you must keep this information current. You may never use another User’s User Account without permission. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols) with your User Account. You must notify us immediately of any breach of security or unauthorized use of your User Account. We will not be liable for any losses caused by any unauthorized use of your User Account.

When you create a User Account, you will be required to submit a resale certificate, a VAT ID, Company Tax ID, or similar documentation applicable to your jurisdiction that confirms the user as a reseller (“Certificate”). By submitting such Certificate, you hereby authorize B-Stock, and hereby provide B-Stock a continuing authorization and consent, to utilize and replicate, as applicable, such Certificate and the e-signature affixed thereto as necessary to confirm reseller status for all applicable transactions and purchases through the Services.

2. Content

B-Stock is an intermediary that provides the Services through which buyers may purchase inventory from sellers. B-Stock does not sell inventory, and is not a party to any purchase and sale transaction, but merely provides the platform through which a purchase and sale may be transacted between a buyer and seller. B-Stock does not inspect, and makes no representations or warranties regarding, any inventory. Further, B-Stock does endorse any seller or buyer, and makes no representations or warranties regarding any seller or buyer. You should exercise caution, read all details about the inventory provided by sellers, and use your independent judgment before bidding upon or purchasing inventory.

Unless otherwise noted, all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained in the Services is owned, controlled or licensed by or to B-Stock and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights. “B-STOCK” and the B-Stock logos and designs are trademarks, service marks or trade dress (“Marks”) of B-Stock, and may not be used in connection with any product or service that is not B-Stock‘s or in a manner that is likely to cause confusion among customers. All other trademarks and service marks not owned by B-Stock that appear in the Services or on the Platform are the property of their respective owners. Access to the Services or Platform does not confer and shall not be considered as conferring upon anyone any license under any of B-Stock’s or any third-party’s intellectual property rights. B-Stock reserves all rights not expressly granted herein.

Except as expressly provided in these Terms of Use, no part of the Services and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any other computer, server, website or another medium for publication or distribution or for any commercial enterprise, without B-Stock’s express prior written consent.

3. Your Use of the Services

As part of the Services, we may provide you access to data, information, and content relating to inventory available for sale, including without limitation current and historical item listings, descriptions, bids, selling prices, values, and other related information, materials, and content (“Listing Data”).

You may access and use Listing Data only in order to assist you in bidding, via the Services, on the inventory to which such Listing Data relates (the “Permitted Uses”). With respect to Listing Data, you will not, and you will not permit any third party to, use any Listing Data in any manner or for any purpose other than the Permitted Uses, without B-Stock’s prior express written consent. For clarity, and without limiting the foregoing, the following activities are not permitted: (a) recording, copying or storing any Listing Data in any manner or for any purpose whatsoever, other than for the Permitted Uses; (b) directly or indirectly publishing, transmitting or distributing Listing Data, or any derivative works thereof including reports or other analyses regarding the secondary market, in any manner for any form of monetary or other valuable consideration; (c) using or referencing Listing Data in connection with any securities trading activities; or (d) incorporating Listing Data in any manner into used product pricing tools, dashboards, spreadsheets or other visualization products.

In connection with your use of the Services, you will not, and you will not assist, permit or enable others to, do any of the following:

* disassemble, reverse engineer, decode or decompile any part of the Services, including, without limitation, the online bidding engine and algorithmic pricing tools;
* use any robot, spider, scraper, data mining tool, data gathering or extraction tool, or any other automated means, to access, collect, copy or record the Services;
* display, mirror or frame the Services, or any individual element within the Services, B-Stock’s name, any B-Stock trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without B-Stock’s express written consent;
* copy, rent, lease, sell, transfer, assign, sublicense, modify, alter, or create derivative works of any part of the Services, the Content or any of our intellectual property;  
  remove any copyright notices or proprietary legends from the Services;
* take photos, screenshots or other images of the Services or otherwise extract reports and other output of the Services, other than records of your listing registrations and past purchases that you take via any download and related functionality provided on the Services;
* use the Services in a manner that impacts the stability of our servers, the operation or performance of the Services or any other user’s use of the Services, or the behavior of other applications using the Services;
* attempt to probe, scan, or test the vulnerability of any B-Stock system or network or breach any security or authentication measures;  
  send unsolicited email, including promotions and/or advertising of products or services;
* use the Services in any manner or for any purpose that violates any applicable law, regulation, legal requirement or obligation, contractual obligation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in our sole discretion) to us, our providers, our suppliers or users;
* use the Services in competition with us, to develop competing products or services, or otherwise to our detriment or commercial disadvantage;
* use the Services for benchmarking or competitive analysis of the Services;
* attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Services;
* interfere with or damage the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
* impersonate another person or misrepresent your affiliation with a person or entity, hide or attempt to hide your identity, or otherwise use the Services for any invasive or fraudulent purpose, including, for example, for domain spoofing or other forms of phishing;
* bypass the measures we may use to prevent or restrict access to the Services or enforce limitations on use of the Services or the content therein, including without limitation features that prevent or restrict use or copying of any content;
* identify us or display any portion of the Services on any site or service that disparages us or our products or services, or infringes any of our Intellectual Property or other rights;  
  identify or refer to us or the Services in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of the Services under these Terms of Use, without our prior express written consent;
* engage in any form of shill bidding, including collusion, bid manipulation and bidding on items that you, or a party affiliated with you, are selling;
* arrange for or engage in transactions or payments for Inventory Products outside of the B-Stock platform;
* misuse, exploit or abuse our dispute policies or take other action that in our sole discretion overburdens, misuses, exploits or abuses the Services;
* post, publish or otherwise communicate any content or message that is defamatory, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group, or is violent or threatening or promotes violence or actions that are threatening to any other person.

You represent and warrant that all information you submit to or through the Services in connection with the bidding upon or purchase of inventory is true, complete and accurate.

B-Stock reserves the right, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Services, or any portion of the Services, for any reason; (2) to modify or change the Services, or any portion of the Services, and any applicable policies or terms; and (3) to interrupt the operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

The Services are not intended for the use of children under 18 and no such person is authorized to use them.

4. Terms of Bidding

4.1 **Definitions**

A “Completed Purchase” occurs when (i) you have provided to the Seller of the Inventory Products (“Seller”) all of the purchase information requested in the Notification (as defined in 4.2.2) in the manner specified in such Notification to complete your purchase and (ii) the Purchase Price for the Inventory Products has been received as specified in the Notification.

“Extended Listing” shall mean any listing where the time to accept bids is extended, one or more times, due to a bid being placed within the final 0-10 minutes of the listing. Each extension is for a period of 1-10 minutes.

“Listing Data” shall mean the content on the Platform associated with particular Inventory Products, including, but not limited to, the description and quantity of the Inventory Products. B-Stock and Seller shall have the right to modify or correct any Listing Data at any time and such modification shall be binding on any purchase of any Inventory Products made as a result of a bid placed after such modification.

“Promotional Content” shall mean any and all information, materials, or content provided or otherwise made available to you by Seller or its agents in any medium in connection with these Terms of Bidding, including promotional content and Listings displayed on the Platform.

4.2. **Listing Process**

4.2.1. **Inventory Products.** Inventory Products may consist of customer returns or company stock items, some of which may have been previously shipped. The condition of the Inventory Products will vary and standard designations regarding a product’s condition will be set forth in the Listing Data. The Inventory Products are provided to you “as is” for purchase on the Platform. The quantity and/or value of actual Inventory Products in each lot may vary from the description in the Listing Data. Typically such variance is up to 5 percent (5%) less or greater than the number set forth in the Listing Data and may include up to 5 percent (5%) quantity and/or value of more damaged items than designated as “Damaged” in the Listing Data; please see the Seller’s Terms for variance information for a particular Listing. Accessories such as remote controls, cables and instructions may or may not be included.

4.2.2. **Listing Process.** Inventory Products will be sold pursuant to the listing process set forth in this Section 4.2 (the “Listing”). If you wish to bid on Inventory Products, you will be required to enter your bid amount. In order to be eligible for the Listing, your bid must be (i) in an amount equal to or higher than the bid listed as the minimum opening bid and higher than the “current winning bid,” as applicable, (ii) at least one bid increment higher than the current bid as set forth on the bid page and (iii) placed before the scheduled closing time for such Listing (including any additional time added for an Extended Listing). If your bid is the highest bid at the conclusion of a Listing or, if it is tied for the highest bid and was placed before any equivalent bids (the “Winning Bid”) you will be notified by email (the “Notification”) at the email address you provided when you created your B-Stock account (or as subsequently updated by you by following instructions on the Platform) that you are the winning bidder. The Notification will serve as your official proof of purchase and/or official invoice. Any additional formal invoice or proof of purchase outside of the original winning notification is not available. It is your responsibility to keep your email address current and to timely check your email to determine if you are the winning bidder for any Listing in which you participated. Neither B-Stock nor Seller is responsible for the failure of a Notification to reach a winning bidder for any reason, including, but not limited to, technical problems or other system error.

4.2.3. **Winning Bids.** If your bid is deemed the Winning Bid at the end of the Listing for certain Inventory Products, you agree to promptly purchase such Inventory Products by paying the full amount of the Purchase Price and any other applicable fees via one of the payment methods outlined in the Winning Bid Notification, within 2 business days after the end of the Listing. If you fail to register a Completed Purchase, including by failing to pay the Purchase Price and any other applicable fees, within two (2) business days of when the Notification is sent by B-Stock or Seller, as applicable, you shall forfeit any right to purchase such Inventory Products and B-Stock may deactivate your account and password so you can no longer access the Platform and, at its sole discretion, may choose to (i) offer to sell such Inventory Products to the next highest bidder or (ii) post such Inventory Products on the Platform for sale in a new Listing. You shall be responsible for all taxes, shipping costs and any other expenses incurred in connection with your purchase hereunder.

In the event B-Stock terminates your account because you either failed to pay for any given Winning Bid or violated these or a Seller’s Terms, you may be given the chance to pay a reinstatement fee in order to reactivate your account. The fee amounts, unless superseded by amounts set forth in the Seller’s Terms (which may vary on a per-Seller basis), are as follows:

1st Offense: $0-$10,000 Purchase Price: $100 Fee  
1st Offense: $10,000+ Purchase Price: $500 Fee  
2nd Offense: $0-$10,000 Purchase Price: $500 Fee  
2nd Offense: $10,000+ Purchase Price: $1,000 Fee  
3rd Offense: $1,000 Fee

4.2.4. **Deactivation; Cancellation.** B-Stock reserves the right, in its sole discretion at any time and for any reason, to deactivate your account, reject any offer to purchase Inventory Products or suspend or cancel any Listing or purchase of Inventory Products, including fulfillment of a purchase after completion of a Listing and payment for the Inventory Products.

4.3. **Conditions to Sale; Payment; Shipping**

4.3.1. **Canceled Bids and Purchases.** We reserve the right, at our sole discretion, to refuse or cancel any bid or purchase for any reason. By way of example, but not limitation, we may cancel your bid or purchase if there are inaccuracies or errors in product or bid information, or problems identified by our credit and fraud avoidance department. While Sellers strive to provide accurate product and bid information, typographical or system errors may occur. In the event that bids for Inventory Products are incorrectly listed or Inventory Products are listed with incorrect information due to an error in quantity or other product information, we shall have the right, at our sole discretion, to refuse or cancel any purchases placed for such Inventory Products. In the event that we must cancel a bid or purchase, we will cancel your bid or purchase and notify you by email of such cancellation.

4.3.2. **Payment Terms.**You are responsible for paying all fees that you owe to B-Stock or Sellers (See 4.2.3). You are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services. In the event the Platform offers tools or suggestions to assist with the calculation of any value-added tax or VAT, B-Stock makes no guarantee, representation or warranty as to the accuracy of any such amount, and it is solely your responsibility to determine the appropriate tax. Some countries may refer to VAT using other terms, e.g. Goods and Services Tax (GST), but we will just refer to VAT, GST, and any local sales taxes collectively as “VAT.”  
B-Stock may require you to add a payment method (Credit Cards, ACH in USA, BACS in the UK, EFT in Canada, and SEPA in the EU) to your B-Stock account that can be used for paying the Purchase Price, taxes, service fees and termination fees described in 4.2.3. The payment method associated with your B-Stock account can be used for any marketplace powered by B-Stock unless the Sellers or B-Stock has restricted the ability to use certain payment methods for certain transactions, as will be set forth in the Listing Data and/or Notification. See link here for complete list of marketplaces powered by B-Stock.  
You shall submit the Purchase Price and any other associated fees in accordance with the payment terms set forth in the Listing Data, Notification and on the Platform. The Seller or B-Stock (as applicable) may revise the payment terms from time to time in its sole and absolute discretion upon notice to you, which notice may be via the Listing Data and/or the Notification. Your transaction may be eligible for payment via a virtual collection bank account(s) owned by Payoneer and allocated to B-Stock. When the payments are made to the virtual bank accounts owned by Payoneer, B-Stock shall act as a technical service provider delivering Payoneer with the necessary data for the allocation of funds to sellers. Payment will be required in cleared funds before a Seller ships any Inventory to you.

4.3.3. **Shipping.** Please refer to our Shipping Policy, which is incorporated into these Terms of Use by this reference, for information on the various options available to Sellers for shipping Inventory Products to Buyers. Buyer acknowledges and agrees to be bound by all such shipping terms set forth in the Shipping Policy. In no event will B-Stock be liable for loss of or damage to Inventory Products during shipping. Nor will B-Stock have any responsibility for transportation arranged directly by Seller or Buyer.

4.3.4. **Identification of Seller.** You acknowledge that the information regarding the Purchase Price and any particular sale are confidential to B-Stock and Seller.

4.4 **Promotional Content Disclaimer**

YOU AGREE AND ACKNOWLEDGE THAT NEITHER SELLER NOR B-STOCK MAKE ANY GUARANTY OF THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY PROMOTIONAL CONTENT AND ARE NOT RESPONSIBLE FOR: (I) ANY ERRORS OR OMISSIONS ARISING FROM THE USE OF ANY THEREOF; (II) ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE DELIVERY OF ANY PROMOTIONAL CONTENT CONTAINED WITH THE PLATFORM; (III) LOSSES OR DAMAGES ARISING FROM THE USE OF THE PROMOTIONAL CONTENT PROVIDED BY THE PLATFORM; (IV) ANY CONDUCT BY YOU IN CONNECTION WITH THE PLATFORM; OR (V) ANY PROMOTIONAL CONTENT OR PRODUCTS PROVIDED THROUGH OR IN CONJUNCTION WITH THE PLATFORM.

5. User Submissions, Feedback and Information

You acknowledge and agree that any submission, feedback, comments or suggestions you may provide regarding the Services either directly or indirectly (for example, through the use on a third-party social media site of a company-designated hashtag) (collectively, “Submissions”) is non-confidential and non-proprietary, shall be treated as public information, may be shared with others on other sites and platforms and is submitted by you in compliance with these Terms of Use. Submissions that constitute feedback, comments or suggestions will be the sole and exclusive property of B-Stock and you hereby irrevocably assign to us all of your right, title and interest in and to all such Submissions, and B-Stock shall have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such Submissions in any manner it chooses. With respect to all other Submissions, you hereby grant B-Stock an irrevocable, worldwide and perpetual license to use such Submissions as contemplated in these Terms of Use.

You agree that any Submission that is a review of a seller, (“Review”) shall not contain any material that is, in the sole and absolute discretion of B-Stock, inappropriate, defamatory, false, obscene, violent, unlawful, threatening or otherwise objectionable (hereinafter, “Prohibited Content”). Notwithstanding the generality of the foregoing, Prohibited Content includes, without limitation, any content that (i) violates these Terms of Use, (ii) contains personal information of any person other than yourself, (iii) references or threatens legal actions, (iv) attempts to artificially raise or lower a seller‘s ratings, (v) relates to variables outside of the seller‘s control, and (vi) solicits business outside of the B-Stock platform. Posting of any Prohibited Content, in addition to any and all other rights and remedies available to B-Stock, may result in account suspension or termination. B-Stock may refuse or remove a Review in its sole discretion and without notice to you. However, B-Stock shall have no obligation to monitor Reviews, and you agree that neither B-Stock nor its affiliates, employees, or agents will be liable for Reviews or any loss or damage resulting from Reviews. Notwithstanding the foregoing, B-Stock reserves the right to monitor all activity conducted over the Platform and anticipates that it will do so from time to time.  
Your provision of a Submission constitutes a warranty and indemnity that you have sufficient license and/or other rights in the content to allow all desired use by B-Stock. You consent to the use by B-Stock of the information and that it is submitted in compliance with all applicable laws. You are responsible for any Submission you provide and for any consequences arising therefrom.

6. Copyright Policy

B-Stock respects the intellectual property rights of others. If you believe that any content appearing on the Platform is being used in a manner that constitutes copyright infringement, please follow the procedures set forth in our [B-Stock Solutions Copyright Infringement Policy](https://bstock.com/copyright-infringement).

7. References to Third Parties; Links to Other Sites

The Services may contain references to third parties or links to other independent third-party websites (“Linked Sites”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under B-Stock’s control, and B-Stock is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.

8. Disclaimer; Limitation of Liability; Indemnity

THE SERVICES, ALL CONTENT AND INVENTORY OFFERED THROUGH THE SERVICES ARE PROVIDED “AS IS, AS AVAILABLE.” IN ADDITION, AND TO THE FULLEST EXTENT PERMITTED BY LAW, B-STOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. B-STOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.  
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, B-STOCK SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OTHER INTANGIBLE LOSSES, OR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM THE FOLLOWING, EVEN IF B-STOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES:

* ANY INFORMATION OR CONTENT YOU PROVIDE (DIRECTLY OR INDIRECTLY) USING THE SERVICES;
* YOUR USE OF OR YOUR INABILITY TO USE THE SERVICES;
* YOUR PURCHASE OF, USE OF, OR INABILITY TO USE INVENTORY, INCLUDING BUT NOT LIMITED TO ANY INJURY OR DEATH INCURRED AS A RESULT OF THE
* USE OR INABILITY TO USE INVENTORY;
* DELAYS OR DISRUPTIONS IN PROVISION OF THE SERVICES;
* VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OR LINKING TO THE SERVICES;
* GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE SERVICES;
* DAMAGE TO YOUR HARDWARE DEVICE FROM THE USE OF THE SERVICES;
* THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING AS RELATED TO INVENTORY LISTED ON THE SERVICES; AND
* A SUSPENSION, DEACTIVATION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT OR PASSWORD.

IN NO EVENT SHALL B-STOCK’S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RELATED TO THE USE OF THE SERVICES, OR THE BIDDING UPON OR PURCHASE OF ANY INVENTORY EXCEED THE PURCHASE PRICE ACTUALLY PAID BY BUYER FOR THE INVENTORY AT ISSUE. THIS LIMITATION OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

The above disclaimer applies to any damages, liability or injuries, whether for breach of contract, tort, negligence or any other cause of action.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply to you.

You agree to indemnify, defend and hold B-Stock, its affiliates and its and their respective officers, directors, agents, and employees (the “Indemnified Parties”) harmless from any demands, loss, liability, damages, claims, costs or expenses (including attorneys’ fees), made against any Indemnified Party due to or arising out of or in connection with (1) your access to or use of the Services; (2) your violation of these Terms of Use or any applicable law or regulation, (3) your violation of any rights of any third party; (4) your negligence or intentional misconduct, or (5) any disputes or issues between you and any third party. This indemnity obligation shall survive each purchase transaction you make on the Platform. B-Stock shall have the right to participate in the defense of any such claim, at its own cost. You may not settle or negotiate any claim that results in liability to, or imposes any obligation upon, B-Stock, financial or otherwise, without B-Stock‘s written consent.

9. Violation of These Terms of Use

B-Stock may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) B-Stock’s rights or property, or the rights or property of visitors to or users of the Services. B-Stock reserves the right at all times to disclose any information that B-Stock deems necessary to comply with any applicable law, regulation, legal process or governmental request. B-Stock also may disclose your information when B-Stock determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You agree that B-Stock may, in its sole discretion, without prior notice and to the extent applicable, terminate your access to the Services, deactivate your account and/or block your future access to the Services if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Services. Upon any termination of your access to the Services, you must (a) immediately discontinue use of the Platform and Services, and (b) promptly destroy all Content downloaded or otherwise copied from the Platform, as well as all copies of such materials, whether made under the Terms of Use or otherwise. You also agree that any violation by you of these Terms of Use will cause irreparable harm to B-Stock for which monetary damages would be inadequate, and you consent to B-Stock obtaining any injunctive or equitable relief that B-Stock deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies B-Stock may have at law or in equity.

10. Governing Law; Dispute Resolution

B-STOCK SUPPLY USERS: IF YOU BID UPON, PURCHASE, OFFER FOR SALE, OR SELL INVENTORY THROUGH B-STOCK SUPPLY SITE, ANY CLAIM OR DISPUTE THAT ARISES OUT OF OR RELATES TO THE B-STOCK SUPPLY TRANSACTIONS, WHETHER BETWEEN YOU AND B-STOCK OR BETWEEN YOU AND A BUYER OR SELLER (AS APPLICABLE), SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE B-STOCK SUPPLY [ALTERNATIVE DISPUTE RESOLUTION POLICY](https://bstocksupply.com/adr) LOCATED AT <https://bstocksupply.com/adr/> WHICH IS INCORPORATED HEREIN.

Unless superseded by governing law and dispute resolution provisions set forth in the Seller’s Terms (which may vary on a per-Seller basis) or the B-Stock Supply Alternative Dispute Resolution policy pursuant to the foregoing paragraph, the terms of this Section 10 shall apply as follows:

These Terms of Use will be construed in accordance with and governed exclusively by the laws of the United States and the State of California applicable to agreements made among California residents and to be performed wholly within such jurisdiction, regardless of such parties’ actual domiciles excluding: (1) its conflicts of law principles; and (2) the United Nations Convention on Contracts for the International Sale of Goods or any local laws implementing such convention in any applicable jurisdiction.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH B-STOCK AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that all such disputes or claims that have arisen, or may arise, between you and B-Stock arising out of or relating to these Terms of Use shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitration.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of these Terms of Use and any relevant agreement between the parties as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this agreement to arbitrate, or the interpretation of these Terms of Use, shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, as modified by these Terms of Use. The AAA’s rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The use of the word “arbitrator” in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA’s rules will govern the number of arbitrators that may preside over an arbitration conducted under these Terms of Use.

A party who intends to seek arbitration must first send a written notice of the dispute (“Notice”) to all other parties by certified U.S. Mail or by Federal Express (signature required) or, only if any other party has not provided a postal address, then by electronic mail, with a copy to B-Stock at disputes@bstock.com. The Notice must include a description of the nature and basis of the claims the party is asserting and the relief sought. The parties shall thereafter make good faith efforts to resolve the dispute directly, but if the parties do not reach an agreement to do so within thirty (30) days after the Notice is received, any party may commence an arbitration proceeding. A form for initiating arbitration proceedings is available on the AAA’s site at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, you may send a copy to B-Stock at disputes@bstock.com. Any settlement offer made by a party, if any, shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in the county in which the initiating party resides or at another mutually agreed location. If the value of the relief sought is $10,000 or less, any party may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the parties subject to the arbitrator’s discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different parties. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in these Terms of Use.

No Class Arbitrations, Class Actions or Representative Actions. Any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Jurisdiction. To the extent that any lawsuit or court proceeding is permitted under these Terms of Use, to the fullest extent permitted by law you agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located in the State of California for the purpose of litigating all such disputes. You also waive your rights to a jury trial.

Time Limit for Claims. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You agree to the admissibility of computer records and electronic evidence in any dispute herein.

Severability of Dispute Resolution; Arbitration. In the event the provisions in this Dispute Resolution Section are held invalid or unenforceable, then this Dispute Resolution Section, in its entirety, will cease to apply, and the parties will not be obligated to arbitrate any Disputes.

11. Users Outside of the United States; Prohibited Parties

B-Stock and the Services are operated from the United States. Although the Services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all persons or in all geographic locations, permitted to be used by all persons or entities (whether inside or outside the United States), or appropriate or available for use outside the United States. If you choose to access the Services from outside the United States or to use the Platform to transact with parties located outside the United States, you do so on your own initiative and at your own risk, and you are solely responsible for complying with applicable local laws. Further, by your use of the Services, you represent, warrant and covenant that (a) neither you nor any person or entity with which you transact business via the Platform, are named on any U.S. government list of persons or entities prohibited from receiving exports or with which Users are prohibited from transacting business; (b) you will not re-export any goods or services to persons or entities prohibited from receiving exports; and (c) you shall not transact with any person or entity in violation of any U.S. export embargo, prohibition or restriction.

The parties declare that they have required that these Terms of Use and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu’elles exigent que cette entente et tous les documents y afferents, soit pour le present ou le future, soient rédigés en langue anglaise seulement.

12. Miscellaneous

You may preserve these Terms of Use in written form by printing it for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document.

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Services, in violation of these Terms of Use or any applicable laws or regulations, including without limitation United States export laws and regulations.

If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings and the division of these Terms of Use into separate sections, subsections and/or exhibits are for reference purposes only and in no way define, limit, construe or describe the scope or extent of these Terms of Use.

These Terms of Use, together with the Privacy Policy and any other legal notices published by B-Stock constitute the entire agreement between you and B-Stock with regard to your use of the Services; provided, however, that if you have entered into a separate agreement for Services with a Seller, (“Seller’s Terms”), except where expressly provided in these Terms of Use that the Seller’s Terms supersede the provisions of these Terms of Use, the provisions of these Terms of Use will control in the event of any conflict between these Terms of Use and the Seller Terms. B-Stock’s failure to insist on or enforce strict performance of these Terms of Use shall not be deemed a waiver by B-Stock of any provision or any right it has to enforce these Terms of Use. Any such waiver must be in writing in order to be effective.

Neither B-Stock nor a Seller shall be liable to you for failure or delay in performance hereunder due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, and any other causes which are not within B-Stock’s or Seller’s reasonable control, whether or not of the kind specifically enumerated above.

13. Modifications to Terms

We reserve the right, from time to time, with or without notice to you, to change these Terms of Use in our sole and absolute discretion. If we make material changes to these Terms of Use, we will notify you with an in-app message, by email, or by means of a notice on our Services. The most current version of these Terms of Use will supersede all previous versions and can be reviewed by clicking on “Terms of Use” located at the bottom of the pages of our sites. Your continued use of the Services following the posting of changes indicates your agreement to and acceptance of the changes. We will indicate the date on which these Terms of Use were last changed at the beginning of these Terms of Use.

14. Questions and Contact Information

B-Stock Solutions, Inc. is located at:

1301 Shoreway Rd, #200  
Belmont, CA 94025

Please contact us if you have any questions about our Terms of Use. You may contact us by sending correspondence to the foregoing address or by emailing us at [cs@bstocksolutions.com](mailto:cs@bstocksolutions.com).