

# **Terms of Service for Users.**

Please read carefully before using this website.

## **1. Our Agreement**

You are using this site to solicit bids for mining equipment and consumables. Your use of the Site is governed by these Terms of Service. By using the Site, you also agree to the Privacy Policy. Portions of the Site may have additional terms posted, which you must accept and observe in order to use those portions of the Site. These Terms of Service, along with the Privacy Policy and additional terms of the Site, make up the entire agreement between you and MineBidZ with respect to the Site, including all services offered through the Site, and supersede any prior agreements between you and MineBidZ.

## **2. Modifications**

Mine BidZ may modify these Terms of Service at any time by posting the modified Terms of Service on the Site and by notifying you by e-mail. All changes will be effective upon our posting or sending the e-mail and will only affect your use of the Site after the effective date of the change. You are encouraged to regularly visit these Terms of Service on the Site. Your use of the Site after we provide notice of changes will be considered your agreement to those changes.

The Site is continually under development, and changes to it, including adding or deleting services and/or features, may be made at any time. MineBidZ will not be liable to you or to anyone else for any modifications to the Site. Your sole recourse for any modifications is to terminate your use of the Site.

## **3. Your Registration Information and Obligations**

By registering as a user of the Site, you certify that: (a) you have legal capacity to enter a binding contract; and (b) you have provided (and you will maintain and update) true, accurate, current and complete information as prompted by our request forms.

Upon submission of any request form, you will receive offers to sell the requested items from our subscribers. These offers will identify each subscriber, and you will negotiate any purchase directly with them. MineBidZ is not a broker and has no interest in any transaction arising between users and subscribers of the Site. Whenever you reach an agreement to buy equipment or goods identified on this Site from any subscriber, you agree to forward to MineBidZ a copy of the Purchase Order.

You may place multiple requests for bids on the Site at any given time. MineBidZ bid request form provides a platform for putting a bid together to ensure that minimum information is provided so that all vendors may quote on the same specifications. We highly recommend that Users enter as much information in the "Description" portion of the bid as is practical. Entering all such information will help to ensure the bids match your requirements. The request form is equipped with a browse button to upload any files or drawings that you may have, which can avoid lengthy explanations over the phone. In order to maintain the security of your account, we recommend that you exit from your account at the end of each session, in particular when using a public or shared computer.

WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

#### **4. Use of the Site**

Subject to your full compliance with these Terms of Service, you may access and use the Site to solicit bids for mining equipment and supplies. You agree not to access the Site by any means other than through the browser interface or mobile application we provide. Any automated means of accessing the Site, including through use of scripts, robots or web crawlers, is prohibited.

#### **5. Our Proprietary Rights**

The Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws. The content on the Site, including text, information, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, "Materials") and the trademarks, service marks and logos on the Site ("Marks"), are, except as explicitly set forth on the Site, owned by or licensed to MineBidZ, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions.

#### **6. Prohibited Activities**

You agree that you will not, nor will you permit any third party to:

- (a) modify, copy or create derivative works of the Site or any Materials, or use the Site, or any part of it, in connection with a competitive product or service;
- (b) attempt to access, download, decompile or reverse engineer the software and technology through

which MineBidZ provides the Site;

(c) except with MineBidZ's prior express permission, create Internet "links" to the Site or "frame" or "mirror" the Site (or any portion of it) on any other server or wireless or Internet-based device;

(d) attempt to gain unauthorized access to the Site or use any unauthorized means to modify or reroute the Site (or attempt to do so), including by robots, spiders or other automated device, process or means to access any portion of the Site, or to disable or circumvent any technological measure we use to control or limit access or to protect our rights;

(e) use the Site and its services in any manner which could damage, disable or overburden the Site or interfere with anyone else's authorized use and enjoyment of the Site, or send or store material containing software viruses, worms, Trojan horses or other harmful code;

(f) use the Site for an illegal purpose or to induce or encourage illegal activities, or

(i) post any content, or engage in behavior or otherwise use the Site in a manner, that is harassing, infringing, libelous, invasive of another's privacy, harmful, threatening, fraudulent, deceptive, obscene, or otherwise unlawful or tortious, or that would give rise to civil liability. You may not remove, deface or obscure any of our or our providers', suppliers' or licensors' copyright, trademark and other proprietary notices on, in or associated with the Site.

## **7. Other Users and Third Parties**

The Site is used by other mining companies and vendors. The manner in which we may disclose information about you to others is provided in the Privacy Policy. In addition, the Site also may link to third party sites not owned or controlled by MineBidZ. These links are provided for your convenience to display further information. They do not signify that we endorse the website(s) or any content therein.

MineBidZ is in no way liable for the actions of any users of the Site, or for the contents of any third party web sites. The opinions expressed by users do not necessarily represent those of MineBidZ, nor is MineBidZ responsible in any way for the words or actions of such persons or entities.

## **8. Refusal and Termination of Services**

MineBidZ reserves the right to refuse service, or to terminate service, to any user at any time and for

any reason, including but not limited to for any violation of these Terms of Service.

You may terminate your use of the Site and its services at any time.

## **9. Disclaimer of Warranties**

THE SITE, INCLUDING ALL SERVICES, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT WARRANT THAT (A) THE SITE WILL BE ERROR-FREE, UNINTERRUPTED OR SECURE, (B) DEFECTS WILL BE CORRECTED, (C) YOUR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, OR (D) ANY CONTENT OR INFORMATION ON THE SITE IS CORRECT, RELIABLE, CURRENT OR COMPLETE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAINED THROUGH OR FROM THE SITE OR FROM ANY AGENT OF MINEBIDZ CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

## **10. Limitations of Liability**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND ALL OF ITS SERVICES IS AT YOUR OWN RISK. As part of this assumption of risk, you acknowledge and agree that you are solely responsible for evaluating the legitimacy, accuracy and quality of any bid to supply equipment or consumables which is received through this site.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL MINEBIDZ OR ANY OF ITS LICENSORS, SUPPLIERS, AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. Exclusions and Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR

THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF SERVICE WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **12. Indemnification**

You agree to indemnify and hold MineBidZ, its employees, suppliers, licensors and agents (and its and their successors, officers, directors and employees) harmless from and against any and all claims, demands, costs, liabilities, judgments, losses, expenses and damages (including attorneys' fees) in connection with your use of the Site, including any of its services.

## **13. Digital Millenium Copyright Act Compliance**

In accordance with the provisions of the Digital Millennium Copyright Act (DMCA) applicable to Internet service providers (17 U.S.C. § 512), MineBidZ has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, account holders who are deemed to be repeat infringers. If you believe that your work has been copied and has been posted to this Site in a way that constitutes copyright infringement, please provide MineBidZ with the following written information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Before sending a notice to MineBidZ, you should confirm that you are the copyright owner or have rights to the copyright, which the DMCA requires. Contact information for MineBidZ for notice of claims of copyright infringement is provided below.

MineBidZ Customer Service

PO BOX 1655

ELKO, NV 89803

Email address: [info@minebidz.com](mailto:info@minebidz.com)

#### **14. Governing Law; Dispute Resolution**

These Terms of Service will be governed in accordance with the laws of the state of Nevada, without regard to its principles of conflict of laws. You agree that the terms of the Uniform Computer Information Transactions Act, to the extent applicable to the Site and your access and use thereof, if at all, does not apply to these Terms of Service.

Any dispute relating to the Site or these Terms of Service will be submitted to good faith mediation conducted within the State of Nevada as agreed by the parties before institution of any legal action. However, if either you or MineBidZ makes a good faith determination that a temporary restraining order or other injunctive relief is the only appropriate and adequate remedy for a breach of these Terms of Service by the other (including infringement of intellectual or proprietary rights), such action may proceed without first resorting to mediation.

#### **15. Electronic Communications**

You agree that we may communicate electronically and that such communications, as well as notices, disclosures, agreements and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by us. Notices and communications to MineBidZ must be sent to the address given in these Terms of Service or to [info@minebidz.com](mailto:info@minebidz.com).

#### **16. Jurisdictional Issues**

This Site is controlled and operated by MineBidZ through its (and, as applicable, its suppliers' and licensors') offices in the United States. MineBidZ makes no representation that materials or content on

or available through the Site are appropriate or available for use in all locations worldwide. You are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Site and its services from jurisdictions where the contents of the Site and its services are illegal or penalized is prohibited.

## **17. Feedback**

If you provide to us in any way any suggestions or comments regarding the Site, you agree that we (and our providers, suppliers and licensors) may use, share, commercialize and exploit any and all such feedback without obligation or liability to you or any third party, in perpetuity. You agree not to submit any feedback that is subject to any third party rights.

## **18. No Third-Party Beneficiaries or Rights**

These Terms of Service do not create any private right of action on the part of any third party or any reasonable expectation that the Site or Services will not contain any content that is prohibited by these Terms of Service.

## **19. Miscellaneous**

If any portion of these Terms of Service is unenforceable, such portion is severable and will not affect the enforceability of the remainder of these Terms of Service. Failure to exercise or enforce any right or term of these Terms of Service is not a waiver. No waiver of any right under these Terms of Service is effective unless and to the extent in writing signed by an authorized representative of MineBidZ.

A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in any proceedings, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms of Service or your access to and use of the Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms of Service are personal to you and you may not assign these Terms of Service, or your rights or obligations hereunder, to any third party, without our consent. Any attempted assignment without such consent is void. Any provision of these Terms of Service (including all other incorporated

terms) that is intended by its terms to survive termination will survive.