

ValueThisNow.com Terms of Service

1. Introduction

ATTENTION: These Terms of Service shall constitute an agreement for valuation services (the "Agreement") provided by COLOSSES LLC A LIMITED LIABILITY COMPANY (the "Company") to you (the "Client"). PLEASE READ THE TERMS OF SERVICE CONTAINED HEREIN AS THEY FORM PART OF A LEGALLY BINDING CONTRACT YOU WILL BE ENTERING INTO IF YOU CHOOSE TO HAVE YOUR OBJECT VALUED BY THE COMPANY.

The Company offers Users the opportunity to obtain an online, electronic appraisals of personal property. By submitting the photographs of the object to be valued and any related information, the Client accepts these Terms of Service.

2. The Agreement

The Agreement shall consist of only these Terms of Service. No other documentation, correspondence or any other form of communication shall form any part of the Agreement unless both parties so agree in writing. The Agreement shall only be entered into and come into effect once the Company has accepted to make a valuation of the object and the Client has paid the price subject to the Company's right to withdraw its services in accordance with the terms hereof.

3. Services Offered

The Company aims to provide the appraisal of submitted items within two business days after the Client has submitted his appraisal request and/or after the Client has responded to the appraiser's requests for additional information, if any, whichever occurs later. While the Company's goal is to reply within two working days, such is not always possible to do so. If this period of two business days is exceeded, the Company shall not be obligated to issue a refund.

4. Cost for Services Offered

The Price shall be in accordance with the price list published on the Company's website at the time the item is submitted for appraisal by the Client. The Company reserves the right to revise prices at any time.

5. Client's Obligations & Acknowledgements

The Client shall pay the Price for the Valuation to the Company. The Client warrants to the Company that he is the owner of the object or is duly and properly authorized by the owner to have the object valued. The Client warrants that each object submitted for valuation is free from any third party interests, restrictions or claims whatsoever. The Client warrants that all material provided is owned by the Client or the Client has the right to use such material and to provide it to the Company. The Client indemnifies the Company fully with respect to any breach of this warranty. The Client shall provide clear and accurate photos and provide full and accurate information about the object, such as already known authenticity issues, relevant location of the object, provenance, condition, condition issues, previous sales history and any other related information in the possession or knowledge of the Client, his agents, employees, advisors or his family.

The Client acknowledges that a Valuation is an estimate of worth that is a matter of reasonable opinion and as such opinions as to value may differ. Particular circumstances affecting the value

of an individual object may not be known or foreseeable at the time of the Valuation. Values can also fluctuate as a consequence of external circumstances such as changes in the prevailing market conditions for the object or changes in relevant scholarship. Unless otherwise stated in writing, the Valuation only reflects an estimate based on the inherent characteristics (visible from the images and written information provided) of the object being valued and does not reflect the surrounding circumstances of the object being valued such as, but not limited to, the object's provenance, its place in a larger collection, or the existence of several similar items available for sale at the same time.

Client agrees that for appraisals in which Client states that Client is the only intended user that the Company's scope of work is limited to providing a USPAP "[Restricted Appraisal Report](#)" option opinion of value. For appraisals in which Client states that there are other intended users other than the Client, the Company's scope of work is limited to providing a USPAP "[Appraisal Report](#)" option opinion of value.

6. Valuation Services

Opinions provided by the Company's appraisers represent fair market value and replacement value (comparable).

Fair market value is defined as the price at which the property would change hands within its most common market between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all relevant facts.

Replacement Value (comparable) means the worth of an item based on the amount of money necessary to obtain a comparable substitute property that would provide the same enjoyment, usefulness and other rights of ownership as did the subject property. Replacement value (comparable) is based on the substitute property's replacement cost (comparable) which is defined as the amount of money necessary to replace the item being appraised with a comparable item of property of like kind, age, quality, and utility having similar wear and tear, obsolescence, and value-relevant characteristics as the item being appraised. Replacement cost (comparable) is useful, for instance, when estimating replacement value (comparable) for acquiring insurance coverage of items not capable of being replaced with a brand new property such as antiques, collectibles, or works of art by a deceased artist. Replacement value appraisals make use of the retail market in which the client most customarily and conveniently shops, and in which he or she can obtain a replacement property within a reasonable amount of time.

Values given by the appraisers do not take into account expenses that might be incurred in selling or purchasing a comparable property such as sales commissions, taxes, delivery, installation, shipping, finders fees, photography or insurance costs.

Value conclusions are based on the appraiser's best judgment and opinion. Neither the Company nor the appraisers represent or warrant that items appraised will realize the appraised value if offered for sale at auction or otherwise. The values expressed are based only on information made available to the appraiser as of the date the appraisal was made.

Value conclusions are based only on client-provided written descriptions and digital images of the property and not on a personal inspection of the property by the appraiser. Therefore, the value conclusions contained in the appraisal may be less reliable than had the item been personally inspected by a qualified appraiser. To help ensure credibility of the appraiser's value conclusions, Client is responsible for ensuring that information provided to the appraiser is

accurate and complete. Online appraisals make use of limiting conditions and extraordinary assumptions, any one of which could affect the assignment results.

On occasion the appraised value of the subject property may be less than the appraisal fee. As noted in Section 8 below, the Company is not obligated to refund the appraisal fee merely because the appraised value is less than the Client's appraisal cost.

7. Client Grants Company Rights

Although the completed appraisal report belongs to the Client, Client grants the Company a perpetual nonexclusive, royalty free, worldwide right and license to use, with the right to sublicense, any portion of the appraisal report (other than personally identifiable information such as Client's name, address and email address) including, without limitation, item images, item descriptions and value conclusions, for any purpose in any and all media and by any and all means now or hereafter known or devised for any purpose whatsoever, including without limitation the commercialization of such material.

8. Refunds

The Company:

- Will refund the appraisal fee if, after Client has provided all the information requested by the appraiser, the Company is unable to complete the appraisal.
- Will refund the appraisal fee if the Company is unable to resolve a dispute involving the Client and services provided by the Company.
- Will refund the appraisal fee upon request by the Client if the Company does not complete the appraisal within four working days.
- Will not refund the Client's appraisal fee merely because the subject property was valued at less than the appraisal fee.

Refund requests must be sent via email to rjohnston@valuethisnow.com within five (5) days of the completion of the appraisal assignment or the Company will not be obligated to consider the refund request. Refund requests must explain the reason for the request being made. The Client agrees that the Company and its appraiser will have five (5) days from the receipt of the request to communicate with the Client in order to rectify the issue, perhaps by the appraiser making modification to the appraisal assignment results.

9. Company Liability

The Company shall not be liable for any deficiency including but not limited to any omissions, mistakes, erroneous attributions, authenticity issues or inaccurate values in the Valuation as a consequence of external circumstances, circumstances regarding the object being valued, the Client failing to provide full and accurate information, and by any other factor that cannot be identified by a reasonable inspection of the photographs and other information received from the Client. Nothing in these Terms of Service shall exclude or limit the Company's liability for death or personal injury caused by negligence, fraud, or any liability which cannot be excluded or limited under applicable law.

10. Agreement Termination

Should the Company fail to deliver the Valuation within the time frame noted herein or in any

other way breach this Agreement, the Client, upon written request, is entitled to terminate this Agreement and be refunded the price paid for the Valuation. Said refund shall be credited to the Client by the same means through which the Client paid the Company less any administration or other charges made by the Client's credit card, debt card, bank or other provider. Termination of this Agreement shall cause the Company's license to the Valuation to be be revoked and the Client shall destroy the Valuation.

11. Indemnification

CLIENT SHALL INDEMNIFY THE COMPANY AND ITS APPRAISERS, EMPLOYEES AND OFFICERS AGAINST ALL LIABILITIES AND EXPENSES INCURRED BY THEM AS A RESULT OF ANY BREACH OF THIS AGREEMENT OF ARISING FROM RELATED CLAIMS BY THIRD PARTIES IN CONNECTION WITH THE VALUATION SERVICE PROVIDED.

Should the Client breach this Agreement by using the Valuation for prohibited or illegal purposes, 1) the Agreement shall be terminated with immediate effect and the Client shall not be entitled to a refund on the price paid for the Valuation, 2) the company's license to the Valuation shall be revoked, and 3) the Client shall destroy the Valuation. There shall be no further liability of the Company to the Client from the date of termination of the Agreement.

12. Severance

In the event that any part of the Agreement should be held to be unenforceable for any reason, that term shall be deemed to be not part of the Agreement, the remaining portions of the Agreement shall remain in full force and effect.

13. Force Majeure

Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God (such as but not limited to fires, explosions, earthquakes, drought, title waves and floods); wars or hostilities, insurrections, revolutions, civil war, invasions, or acts of enemies (whether war be declared or not); riots, strikes, lock-outs or disorder; acts or threats of terrorism; and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

14. Acceptable Use Policy

You are independently responsible for complying with all applicable laws in all of your actions related to your use of Colosses's DBA "ValueThisNow" services, regardless of the purpose of the use. In addition, you must adhere to the terms of this [Acceptable Use Policy](#) which Policy is hereby made an integral part of this Terms of Service.

15. Warranties

THE APPRAISAL IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY AND THE APPRAISERS PERFORMING THE APPRAISAL, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES WITH REGARD TO THE APPRAISAL, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSES. THE COMPANY AND ITS APPRAISERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE APPRAISAL. YOU ALSO AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY

FOR OUR PREPARATION OF THE APPRAISAL WILL BE YOUR CONTRACTUAL RIGHT TO
A RETURN OF THE FEES YOU PAID TO US FOR THE APPRAISAL.

16. Governing Law & Jurisdiction

The Agreement shall be construed in accordance with California Law. In the event of disputes hereunder, the parties hereto submit to the exclusive jurisdiction of a California State Court of Law.

17. Arbitration

Any dispute or difference arising out of or in connection with this Agreement shall be determined by the appointment of a single arbitrator to be agreed upon between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in 1 Sansome St # 1600, San Francisco, CA in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

18. The Company

Colosses LLC registered with the State of California. The Company can be contacted by email at info@colosses.com or at 415.496.6141